



**Reserve Bank of India
Central Establishment Section
New Delhi**

**Notice Inviting Tender (NIT)
(RBI/Delhi Regional Office/HRMD/1/25-26/ET/277)**

E-Tender for Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi

1. Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) invites e-tender for “Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi” from eligible and willing Chemists/ Stockists/ Druggists. The estimated annual cost of tender is ₹7,50,00,000 – (Rupees Seven Crore Fifty Lakhs only) including GST. The initial period of the contract will be for one year from the date specified in the Work Order, as per laid down contractual obligations.

2. This is an Open Tender. Only those firms who are registered on MSTC portal will be able to take part in the tendering process. The tender document for viewing / download will be available from 05.00 p.m. onwards on July 11, 2025 from the website <https://www.mstcecommerce.com/eprocn/> and will also be available on website https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx for download.

3. **This is a three-cover e-tendering process. In the first e-cover, the proof of EMD submission must be uploaded onto the MSTC portal. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD to the Bank and uploaded the proof in the first e-cover will be considered for opening.** The second e-cover i.e., Part I of the tender will contain the Bank’s standard technical and commercial conditions for the proposed work, which must be agreed to by the bidders. The third e-cover i.e., Part II (Price Bid) of the tender will contain the bidders’ price bid to be submitted online on MSTC portal.

4. The duly filled in tender documents shall be uploaded on MSTC website <https://www.mstcecommerce.com/eprocn/>. All Pre-Qualification (PQ) papers shall be uploaded only on MSTC portal and same will be downloaded at the time of opening of second e-cover i.e., Part I of the tender for examination by the Bank.

The timeline and other details of the tender are as follows:

| | | |
|----|---|---|
| 1 | e-Tender No | (RBI/Delhi Regional Office/HRMD/1/25-26/ET/277) |
| 2 | Name of Work | Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region of Delhi against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi |
| 3 | Mode of Tender | e-Procurement System (First e-cover containing proof of submission of EMD, Second e-cover i.e., Part I – Techno-Commercial Bid and Third e-cover i.e., Part II – Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/) |
| 4 | Estimated Annual Supply (including GST) | ₹7,50,00,000/- (Rupees Seven Crore Fifty Lakhs only) |
| 5 | Earnest Money Deposit | ₹15,00,000/- (₹ Fifteen lakh only) |
| 6 | Date of NIT available to the parties to download | July 11, 2025 @ 05.00 p.m. |
| 7 | Date and Place of Pre-Bid Meeting | Offline on August 08, 2025 @ 11.00 a.m. Venue: Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001 |
| 8 | Date of Starting of online submission of e-Tender (Proof of submission of EMD, Techno-commercial Bid and Price Bid) at https://www.mstcecommerce.com/eprocn/ | August 09, 2025 @ 05.00 p.m. |
| 9 | Last date of Proof of submission of EMD in the first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/ Banker's Cheque/ Bank Guarantee | August 20, 2025 @ 12.30 p.m. |
| 10 | Date of closing of online submission of e-tender (Techno-Commercial Bid & Price Bid) | August 20, 2025 @ 2.00 p.m. |
| 11 | a. Date and time of opening of first e-cover (containing proof of submission of EMD) b. Date and time of opening of second e-cover (containing Part I i.e., Techno-Commercial bid) c. Date of opening of third e-cover (containing Part II i.e., Price Bid) | August 20, 2025 @ 3.00 p.m. Second e-cover will be opened after verification of receipt of EMD as per proof submitted in first e-cover on August 20, 2025 |

| | | |
|----|--|--|
| | Note: The covers shall be opened in the presence of the authorized representative of the bidders who choose to be present | Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part I (Techno-commercial Bid) shall be opened on a subsequent date, and it would be intimated to qualified bidders through email. |
| 12 | Bid Validity | 90 days from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period. |
| 13 | Transaction Fee (Please note that the vendors will have the access to online e-tender only after payment of transaction fees online.) | Charged by MSTC Payment of transaction fee through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited. This will be borne by the applicant |

5. RBI has appointed following Independent External Monitor (IEM) in the tendering process-

a. Shri Nageshwar Rao Koripalli, IRS (Retd.)

Address: 38, The Trails, Manikonda, R. R. District, Hyderabad – 500089

Mob – 09788919555, 08985970045

Email:- knageshwarrao@gmail.com

b. Shri Pramod Shripad Phalnikar, IPS (Retd.)

Address: A-2, 602, Phase-I, Aditya Shagun, CHS, NDA-Pashan Road, Bavdhan, Pune, Maharashtra – 411021

Mob – 09011943674

Email:- pramodphalnikar@gmail.com

6. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject any or all the tenders without assigning any reason thereof.

Regional Director
Reserve Bank of India
New Delhi



**Reserve Bank of India
Central Establishment Section
6, Sansad Marg, New Delhi-110001**

E-tender for Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi

Name of Bidder:

Postal Address with Pin code:

Phone /Fax / Mobile No.:

Email Address:

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DISCLAIMER

Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) has prepared this document to give background information on the e-tender for **“Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi”** to the interested bidders. While the Bank has taken due care in the preparation of information contained herein and believe it to be accurate, neither the Bank nor any of its authorities or agencies nor 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.

2. The information is not intended to be exhaustive. Interested bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by the Bank in submitting the tender for “Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi”. 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 and the Bank reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable / schedule reflected in this document or to change the process or procedure to be applied.

3. The Bank reserves the right to decline to discuss the matter further with any bidder submitting the tender for “Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi”. No reimbursement of cost of any type will be paid to person(s) or bidder(s) submitting this tender. In case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.



PART I

Technical Bid

SECTION I : Schedule of Tender (SOT)

| | | |
|---|--|---|
| 1 | E-tender No | RBI/Delhi Regional Office/HRMD/1/25-26/ET/277 |
| 2 | Tender Inviting Authority | Regional Director, Reserve Bank of India Central Establishment Section New Delhi Tel No. 011-2345-2285 Email id: estabnewdelhi@rbi.org.in |
| 3 | Name of Work | Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi |
| 4 | Mode of Tender | e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I – Techno-Commercial Bid and Third e-cover i.e., Part II – Price Bid) The tendering would be done only through the e-tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/). All interested bidders must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. |
| 5 | Estimated Annual Supply (including all Taxes) | ₹ 7,50,00,000/- (Rupees Seven Crore Fifty Lakhs only) |
| 6 | Date of NIT available to the parties to download | July 11, 2025 @ 05.00 p.m. |
| 7 | Date and Place of Pre-Bid Meeting | Offline on August 08, 2025 @ 11.00 a.m. Venue : Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001 |
| 8 | Earnest Money Deposit (EMD) | ₹ 15,00,000/- (₹ Fifteen lakh only). [Details have been provided at Clause no. 3 of section III (a)] |
| 9 | Transaction Fee | Payment of transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited, as advised by M/s MSTC Ltd. |



| | | |
|----|--|---|
| | Please note that the vendors will have the access to online e-tender only after payment of transaction fees online. | This will be borne by the applicant |
| 10 | Date of Starting of online submission of e-tender (Proof of submission of EMD, Techno-commercial Bid and Price Bid) at https://www.mstcecommerce.com/eprocn/ | August 09, 2025 @ 05.00 p.m. |
| 11 | Last date of Proof of submission of EMD in the first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/ Banker's Cheque/ Bank Guarantee | August 20, 2025 @ 12.30 p.m. |
| 12 | Date of closing of online submission of e-tender (Techno-Commercial Bid & Price Bid) | August 20, 2025 @ 2.00 p.m. |
| 13 | Date and time of opening of first e-cover (containing proof of submission of EMD) | August 20, 2025 @ 3.00 p.m. (in the presence of the authorized representative of the bidders who choose to be present) |
| 14 | Date and time of opening of second e-cover (containing Part I i.e., Techno-Commercial bid) | August 20, 2025 (in the presence of the authorized representative of the bidders who choose to be present) Part I (Techno-Commercial Bid) will be opened after verification of receipt of EMD |
| 15 | Date of opening of third e-cover (containing Part II i.e., Price Bid) | Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part I (Techno-commercial Bid) shall be opened on a subsequent date, and it would be intimated to qualified bidders through email. (in the presence of the authorized representative of the bidders who choose to be present) |
| 16 | Bid Validity | 90 days from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period. |



| | |
|----|---|
| 17 | The Bank reserves the right to accept or reject any or all the tenders in full or part without assigning any reasons. All the bidders may please note that any amendments / corrigendum to the e-tender, if issued in future, will only be notified on the RBI and MSTC Website and will not be published in the newspaper. |
|----|---|

Note -

1. In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened /held on the next working day.
2. Tenders received after due date and time shall be rejected.
3. Tenders not complying with the provisions of the Tender Document are liable to be rejected.



SECTION II

INSTRUCTIONS FOR E-TENDERING

(For bidding on MSTC portal)

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

Process of E-tender:

A. Registration

The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <https://www.mstcecommerce.com/eprocn/> (Version 3)

1) Vendors are required to register themselves online with

<https://www.mstcecommerce.com/eprocn/>

Register as Vendor -- Filling up details and creating own user id and password. Submit. For further details, go to Download Guide / Video / Registration

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

B. Contact details :

i) Contact person (MSTC) For Vendors :

HO Central Help Desk: (For vendors)

Phone Number :07969066600

helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability - 9:30 AM to 5:00 PM on all working days for all technical issues e-tenders, System settings etc.



ii) Contact person (MSTC)

Northern Regional Office:

Shri. Setu Dutt Sharma, Senior Manager,

Mob No:- 7878055855

E-mail : nroopn3@mstcindia.in

| Address | Mail ID | Contact |
|--|--|--|
| 30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard), New Delhi - 110 002 | mstcnro@mstcindia.in | (011) 23212357, (011) 23215163, (011) 23217850 |

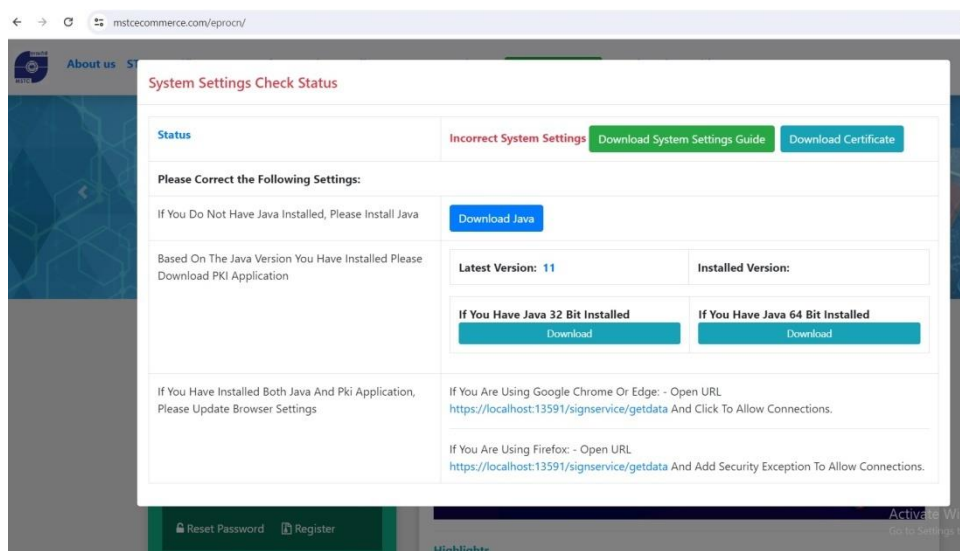
iii) Contact Person (RBI, New Delhi)

| Sr. No. | Contact Persons | E-mail | Contact No. |
|---------|--|--------------------------|----------------------------|
| 1. | Mr. Sandeep Kulsreshtha Assistant General Manager Central Establishment Section | skulshrestha@rbi.org.in | 9878234828 011-23452098 |
| 2. | Shri. Kamal Kumar Manager Central Establishment Section | kumarkamal@rbi.org.in | 9213770653 011-23452299 |
| 3. | Shri. Jeevan Vilas Chavan Assistant Manager Central Establishment Section | jeevanchavan@rbi.org.in | 9702927639 011-23452285 |
| 4. | Generic Mail ID | estabnewdelhi@rbi.org.in | |

Guide

1. System Requirements

For details, vendors may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available at <https://www.mstcecommerce.com/eprocn/>



2. Special Note towards Transaction Fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalogue” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized.

Transaction fee is non-refundable. A vendor will not have the access to online e- tender without payment of the transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

3. Information about tenders / corrigenda shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).



5. Bidding in E-tender -

Note: Vendors are instructed to use **Upload Documents** link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular e-tender. Please note that if the documents are not attached to any e-tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

- a) Bidder(s) need to submit necessary EMD, e-tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid.

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re-submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.



- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful bidder shall be called hereafter **SUPPLIER/CONTRACTOR**.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- j) No deviation of the terms and conditions of the e-tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-tender.
- k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.



SECTION III

GENERAL INSTRUCTIONS

SECTION III (a) – Instructions to the Bidders

RBI, New Delhi intends to float e-tender for **“Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi”** for a period of one year.

The Bank invites applications from such Chemists/ Stockists/ Druggists (hereinafter referred to as ‘Suppliers’) who are interested in the mentioned e-tendering process. Bidders who fulfil the eligibility criteria and agree to the other terms and conditions mentioned in this document shall apply online on MSTC portal by **2.00 PM on August 20, 2025. The Bank reserves the right to accept any or reject any or all of the applications received without assigning any reasons.**

1. Registration:

The interested bidders must register on the MSTC portal: <https://www.mstcecommerce.com/eprocn> for participating in E-tendering. The instructions given above under “Instructions for e-tendering” (Section II) are meant to assist the bidders in registering on the MSTC Portal, to prepare their bids in accordance with the requirements and submitting their bids online on the MSTC Portal. The duly filled-in tenders, as above, can only be submitted on MSTC Portal not later than the date and time for receipt of tender (as specified in NIT / Schedule of e-tender).

2. Bids in Three Cover / Two Bid System:

The tender is in three e-covers viz. the first e-cover shall contain proof of submission of EMD, second e-cover shall contain duly filled tender part I (Techno-commercial bid), complete eligibility criteria, etc. and the third e-cover shall contain duly filled in tender part II (Price bid). The bidders are required to submit their bids (the three e-covers) electronically on the MSTC Portal, using valid Digital Signature Certificates.

3. Earnest Money Deposit (EMD):

- a) Earnest Money Deposit will be 2% of the value of estimated procurement value (of ₹7,50,00,000/-) i.e., ₹15,00,000/- (Rupees Fifteen Lakh only). Bidders are required to submit EMD and proof of its submission is to be uploaded in the first e-cover of the tender.

Modes of Submission of EMD –

EMD is to be submitted only through one of the following modes –

- i) Through NEFT / RTGS to the following account (preferably):

| Sr. No. | NEFT / RTGS Details are indicated below: | | |
|---------|--|---|-----------------------|
| 1. | Name of the Account Holder (as | : | Reserve Bank of India |



| | | | |
|----|--|---|---|
| | appearing in the Bank Account) | | |
| 2. | Address of the Bank | : | Reserve Bank of India, New Delhi, 6, Sansad Marg, New Delhi - 110001 |
| 3. | Name of the Branch | : | Reserve Bank of India, New Delhi |
| 4. | Account Number | : | 06869229907 |
| 5. | Name of the Account | : | NEFT Inward - Received |
| 6. | Type of Account | : | Current |
| 7. | IFS Code | : | RBIS0NDPA01 Fifth and tenth characters of the IFSC are 'ZERO'] |
| 8. | The name of the bidder and tender number should be mentioned in the remarks. | | |

Proof of remittance with transaction number (scanned copy) shall be uploaded in the first e-cover of the tender as proof of submission of EMD.

- ii) Through Demand Draft/ Banker's Cheque from a Scheduled Bank drawn in favour of Reserve Bank of India, New Delhi. The bidders will be required to submit the Demand Draft/ Banker's Cheque to

Assistant General Manager
Central Establishment Section,
Reserve Bank of India,
6, Sansad Marg, Sansad Marg Area,
New Delhi – 110001

Scanned copy of the Demand Draft/ Banker's Cheque shall be attached/ uploaded in the first e-cover of the tender as proof of submission of EMD.

- iii) Through Bank Guarantee from a Scheduled Bank as per Annex X drawn in favour of the Reserve Bank of India, New Delhi (validity of the Bank Guarantee shall be at least up to validity of the tender as per Clause 6 of this Section III(a)).

The bidders will be required to submit the Bank Guarantee to:

Assistant General Manager
Central Establishment Section,
Reserve Bank of India,
6, Sansad Marg, Sansad Marg Area,



New Delhi – 110001

Scanned copy of the Bank Guarantee shall be attached/ uploaded in the first e-cover of the tender as proof of submission of EMD.

- b) Under no circumstances, EMD shall be accepted in any other form than stipulated above. A bid which is not accompanied by EMD, shall not be considered and shall be rejected. Failure to comply with the conditions will render the tender void and the tender will be rejected. **No interest will be paid on the EMD.** Further, EMD submitted in account of another Office of the Bank shall not be considered.

c) **Release of EMD**

The EMD of successful bidder shall be released after submission of Performance Bank Guarantee. Earnest Money deposit of all bidders other than successful bidder shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful bidder whichever is earlier.

d) **Forfeiture of EMD:** The EMD will be forfeited in the following circumstances

- (i) if the bidder withdraws bid after opening of the Price Bid

or

- (ii) if the successful bidder fails to commence the work awarded to her/him within the prescribed time limit

or

- (iii) fails to execute the agreement or produce PBG

or

- (iv) On violation of Integrity Pact.

Note: Bidders are advised to submit EMD well in advance to avoid last minute hassle.

4) PERFORMANCE BANK GUARANTEE (PBG):

- a) As a security for due fulfilment of the terms and conditions and obligations of the service contract, the successful bidder shall submit a Performance Bank Guarantee (PBG) of 5% of the value of expected supply i.e., ₹37,50,000/- (Rupees Thirty Seven Lakh Fifty Thousand only) within fourteen (14) days of award of work in format as per Annex VII and the same should remain valid for six months beyond the validity of the contract.

In case, the work is distributed amongst two bidders {refer para 8 of section III(C)} the Performance Bank Guarantee amount will reduce in proportion of distribution of work. In case of breach of any terms and conditions attached to this contract, the PBG of the bidder shall be liable to be forfeited / invoked besides annulment of the contract. If the bidder fails to furnish the prescribed performance bank guarantee within the prescribed period specified above, Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if the successful bidder fails to



commence work as specified in Section IV of the Tender Document, Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the Tender Document upon the terms and conditions contained therein. Further, in case of forfeiture of PBG as aforesaid, the bidder shall be debarred from participation in the re-tendering process of the work.

- b) The PBG should remain valid up to six (06) months beyond the validity of the contract.
- c) The EMD deposited by the successful bidder at the time of submission of the tenders will be returned on submission of the PBG as stated above.
- d) The PBG shall be released without interest after six (06) months of completion of the contract period only after the Bank being satisfied of the successful completion of the contract and if there are no liabilities from the bidder to the Bank. In case of any complaint or pending dues, the PBG shall be discharged only after adjusting all dues, liabilities, etc. thereof.
- e) In case of delays in submission of PBG, charges (late fee) for such delay shall be recovered from the bills of the Supplier at Bank rate as under -
 - i. Maximum allowable extension of time for submission of PBG beyond the period specified in para 4 (a) above without penalty – seven (07) days.
 - ii. Maximum allowable extension of time for submission of PBG beyond the period specified in para f (i) above with late fee @ 0.1% of the amount of PBG per day – seven (07) days.
- f) The PBG shall be invoked under any of the conditions mentioned at para 1(IV)(g) of section IV.

5) SUBMISSION OF BIDS

- a) The Tender shall comprise the following:

First e-cover (Online Submission Only) –

Proof of Earnest Money Deposit (EMD) submitted as specified at NIT / Schedule of e-tender.

Second e-cover i.e., Part I (Techno-Commercial Bid) - (Online submission Only)

- Checklist as specified in Section III(d).
- Power of Attorney (as per proforma given in Annexure XII) in favour of person signing the tender/bid.
- Duly filled-in and signed tender consisting of:
 - i) Part I: Techno-Commercial bid viz., entire Tender Document (excluding Part- II) duly signed. Each page of the Tender Document shall be signed.
 - ii) Duly filled in, signed, certified documents / formats / Annexures as



stated in the checklist given in Section III (d)

Third e-cover i.e., Part-II (Price Bid) - (Online Submission Only)

Part – II (Price Bid) must be submitted online on MSTC portal using valid digital signatures.

- b)** The prices must be quoted in the **Financial / Price Bid** (refer Annex XIX) online on MSTC only.
- c)** (i) The bidders shall quote Uniform Discount on the MRP printed on Strip/ Bottle/ Unit packed, in percentage terms, in respect of all items of supplies to be made under the Contract irrespective of their brands or manufacturers.
- (ii) The quoted offer shall remain valid for the entire duration of the contract. No advice for any change in rate or conditions after opening of tender will be entertained.
- (iii) It should be noted that liability to pay any duties, levies, royalties or taxes leviable under the law by Central or State Governments or any other tax applicable in respect of the contract would be that of the Supplier and the Bank will not entertain any claim whatsoever in respect of the same.
- (iv) The Bank is not responsible for payment of GST for the service rendered by the Supplier. It is the responsibility of the Supplier to pay the GST to the tax authority. The Supplier shall strictly comply with submission of GST and other returns also. The documentary evidence should be submitted to the Bank as per extant instructions.
- (v) Income Tax, TDS on GST or any other taxes levied by the Government shall be deducted as applicable and RBI shall not entertain any claim whatsoever in respect of the same.
- (vi) The Supplier will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with home deliveries of medicines as specified by the Bank from time to time.
- d)** The Bank will only pay the labelled MRP minus discount allowed thereon after deducting the applicable taxes. The quoted offer shall remain valid for the entire duration of the contract.
- e)** All the prices quoted shall be in Indian Rupees (INR). The prices quoted shall be deemed to be for the whole work and shall be firm and binding without any escalation whatsoever for the entire contract period.
- f)** The Bank does not bind itself to accept the highest bidder and reserves the right to reject part or any or all the tenders received without assigning any reason thereof. No correspondence in this regard will be entertained. Incomplete tenders in any respect or prescribed conditions not fulfilled are liable to be rejected. Canvassing in any form by the bidder will result in rejection of their tenders.
- g)** Bids not submitted as per the illustrative format given in Financial / Price Bid (refer Annex XIX) online on MSTC portal or violating any one or more of the above-



mentioned criteria will summarily be rejected.

- h) Bids received after the due date and time or incomplete in any respect are liable to be rejected. The Bank's decision in this regard shall be binding and final.

6) Bid Validity

- a) Tender shall remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the 2nd e-cover i.e. Part I (Techno-commercial bid) of the tender, the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.

7) Pre-bid Meeting:

Bidders requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document at Sr. No. 4 of Para B (iii) of Section II or raise queries during the pre-Bid meeting. The bidders shall submit questions, if any, in writing, to reach the Bank's email address mentioned at Sr. No. 4 of Para B (iii) of Section II, before the pre-Bid meeting. Pre-bid meeting will be held on August 08, 2025 at 11.00 a.m. at Main Office Premises of Reserve Bank of India, New Delhi to discuss/clarify any queries about the tender. The purpose of the meeting will be to clarify issues and to answer queries that may be raised at that stage. All the intending bidders are invited to attend the meeting. Not more than two authorized representatives of any bidder can attend the pre-bid meeting with prior intimation to the Bank. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder. However, no queries related to the tender may be entertained after the pre-bid meeting. Minutes of the meeting/clarifications, if any, will be uploaded as corrigendum to the tender only on MSTC portal and RBI website, by August 10, 2025 and the same shall be binding on all bidders. **Bidders are advised to see corrigendum, if any, before submitting their bids.**

8) Acceptance of terms and conditions:

The bidder must convey its acceptance of all terms & conditions in form of tender (Annex I) duly signed by the authorized signatory and upload the same along with Part I documents.

The Bank reserves the right to accept any or reject any or all of the offers that it may receive without assigning any reasons.

9) Amendment to Tender Document

At any time prior to the deadline for the submission of tender/bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective bidder, modify any part of the Tender Document by an amendment and the same will be uploaded on RBI's website (<https://website.rbi.org.in/web/rbi/tenders>).

The said amendment in the form of the addendum/ corrigendum shall be binding on all the bidders. The addendum (s), if any, issued will form part of the Contract document.

To afford prospective bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for



submission of bids.

10) Integrity pact

The bidder shall be required to enter into an agreement called **Integrity Pact (IP)** with the Bank. The IP envisages an agreement between the Bank and the bidders as per the approved proforma given in Annexure IX, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the Contract. The IP shall be applicable from the stage of invitation of the tender. The tender of those bidders which do not contain the IP in the approved proforma shall be liable for rejection. Integrity pact as per the format at Annexure IX shall be executed in non-judicial stamp paper. The cost of the stamp paper shall be borne by the bidder.

11) Debarment

A bidder is liable for debarment / disqualification from bidding on the following grounds:

A) If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

- i) a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.
- d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of Contract: which can affect the decision of the procuring entity directly or indirectly.
- f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) obstruction of any investigation or auditing of a procurement process.
- h) making false declarations or providing false information for participation in a tender process or to secure a Contract.

(ii) failed to disclose conflict of interest.

(iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

B) For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

C) If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code/ Bharatiya Nyaya Sanhita 2023 (BNS) or any other law for the time being in force, for causing any loss of life or property



or causing a threat to public health as part of execution of a public procurement Contract.

The bidder has to submit an undertaking in the format provided in Annexure XIV.

12) Preparation of bid and Cost of bidding

- i. The bidder must obtain for himself on his/her own responsibility and at his/her own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract.
- ii. The bidder shall be deemed to have carefully examined the work, the General rules and instructions to the bidders, the general and specific conditions of contract, and carried out his/her own investigations to arrive at the rates quoted in the tender. In this regard, he/she will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy.
- iii. Bids and all accompanying documents shall be in English or in Hindi. The English version shall prevail in matters of interpretation.

13) Formats to be used -

The bidder must fill up, sign and upload only the tender forms/formats issued by the Bank, stating the rates at what he/she is willing to undertake the work in MSTC portal. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection. All requisite information, documents etc. shall also be uploaded on the MSTC portal only.

14) Signing of Bid, Power of Attorney

- i) Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him/her to sign the Bid documents, make corrections/ modifications thereto and interacting with the Bank and act as the contact person. The format of the power of attorney shall be as per Annexure XII.
- ii) Each of the tender documents should be digitally signed by the authorized person submitting the tender in token of his/her acquainted himself/herself with the General Rules and Instructions to bidders including eligibility criteria, General and specific Conditions of Contract, and other terms and conditions etc. as laid down.

15) Modification / Substitution/ Withdrawal of Bids

No modification or substitution or withdrawal of the submitted Bid shall be allowed after the due date and time of submission of the tender as specified in NIT/SOT.

16) Bid Due Date

Bids should be submitted online on MSTC portal on or before the stipulated time and date as specified in NIT / Schedule of e-tender. The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.



17) Late Bids

No bid will be accepted after the due date and time specified for submission of bids in NIT / Schedule of e-tender or after the extended Bid due date, if any.

18) Opening of Bids

i. Duly filled first e-cover, second e-cover i.e., Part-I (Techno-Commercial Bid) of the tender, will be opened on MSTC portal on the time and date, as specified in NIT / Schedule of e-tender in the presence of authorized representatives of the bidders who choose to be present.

ii. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid), shall be opened on a subsequent date after scrutiny of documents submitted for the Techno-Commercial Bid and it would be intimated to qualified bidders through email.

19) Evaluation of Bids

The Bank will examine and evaluate bids as per clauses of Section III (c).

20) Acceptance of Tender and Award of Work

(i) On receipt of intimation from the Bank of the acceptance of the tender, the successful bidder shall be bound to implement the Contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign the Contract consisting of:-

(a) Agreement in Bilingual format prescribed in Annexure VIII on non-judicial stamp paper/s of appropriate values in accordance with the Stamp laws in force in Delhi/ New Delhi. The cost of the stamp paper/s shall be borne by the successful bidder. The agreement will be handed over to the successful bidder by the Bank.

(b) the notice inviting tender, all the documents forming the tender as issued at the time of invitation of tender, corrigenda issued, if any, minutes of pre-bid meeting and acceptance thereof together with any other correspondence leading thereto.

(ii) No payment for the work done will be made unless the Contract is signed by the successful bidder. Thus, the first bill shall not be accepted for making payment before signing of the Agreement in Bilingual Format.

(iii) Further, the written acceptance by the Bank of a tender will constitute a binding Contract between the Bank and the successful bidder, whether such formal agreement is or is not executed subsequently.

(iv) The successful bidder shall take over the entire work within Seven days of notification of award of work or later as decided by the Bank.

21) Bank's right to accept or reject any or all the bids

i) Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank shall not assign any reason for rejection of any or all Bids. The Bank's decision in this regard shall be binding and final.



22) Taxes / Duties / Levies

- i. The estimated cost includes all taxes including Goods and Service Tax (GST)
- ii. The amount quoted in the Price bid shall be inclusive of all taxes including Goods and Service Tax, duties, levies and royalties or any other tax levied by Central and State Governments.

23) Undertaking on Legal Actions / Litigation / Arbitration by the Bidder

The bidder must warrant that there is **no legal action** being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the Tender Document, it shall provide details of the action(s). The bidder shall also provide details of works where **civil lawsuit / litigation/ arbitration cases** were/are initiated. The bidder shall give the above details as per proforma given in Annexure XV.

24) Land Border Clause

Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020 by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revision shall be mandatory. In this regard, bidder shall submit a copy of undertaking/Declaration/Certificate on their letterhead duly sealed and signed by the authorized signatory as per the format given in (Annex - XVIII).

If the Undertaking/Declaration/Certificate submitted by the bidder is found to be false, work order will be immediately terminated and legal action in accordance with law including forfeiting of Earnest Money Deposit/Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: _____ Authorized Signatory (With Name/Designation and Seal)



SECTION III (b) – Eligibility Criteria

The eligibility criteria shall be as under –

| Criteria | Requirement | Forms / Documents to be furnished |
|--|--|---|
| 1. Composition of the Firm / Organization | The bidder can be Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. Details of Registration of the firm / organization, Name of Registering Authority, Date and Registration number, etc. shall be furnished. | Bidder should fill up information in Annex II and submit the same along with the following supporting documents. (i) Copy of registration certificate/Memorandum/Articles of Association/Certificate of Incorporation/Partnership Deed/ other relevant document/s. (ii) Power of Attorney in Annexure XII |
| 2. Licensing Requirement | The bidder must hold valid licenses as on the date of application in specified forms (Form 20, 20-B, 21, 21-B and 21-C or any other relevant form under the relevant law) 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 applicable law, rule, order in force for the purpose.. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicine. The bidder will further ensure and undertake that their licenses remain valid till the end of the contract period. | The bidder shall submit a self-attested copy of the license. |
| 3. Duration of Past Experience | The bidder should have a minimum of five years' experience in executing similar work/s for client(s) such as Govt. /Semi-Govt. / | Bidder should fill up the information in Annex V and should submit it along with the documentary evidence as proof of minimum five years of experience of completed |



| | | |
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| | <p>Public Sector Organization / any other organization / corporate during the last five years ending June 30, 2025.</p> <p>Similar work/s means the work/s of supply and delivery of medicines.</p> | <p>similar work/s viz. copies of detailed work order/s indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s).</p> |
| <p>4. Minimum value of each completed similar work/s*</p> | <p>The bidders should have successfully completed similar work/s during last 5 years ending last day of month previous to the one of which applications are invited, as under –</p> <p>i) Three similar completed works each costing not less than ₹1,80,00,000/- (Rupees One Crore Eighty Lakh only) or</p> <p>ii) Two similar completed works costing not less than ₹2,25,00,000/- (Rupees Two Crore Twenty-Five Lakh only) or</p> <p>iii) One similar completed work costing not less than ₹3,60,00,000/- (Rupees Three Crore Sixty Lakh only)</p> <p>Similar work/s means the work/s of supply and delivery of medicines.</p> | <p>Bidder should fill up the information in Annex VI and submit it along with the following documents as proof of having successfully completed similar work/s.</p> <p>(i) Copies of detailed work order/s for each of the qualifying works indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s).</p> <p>ii) Client certificate/s for each of the qualifying work as per the Annex VI(a). It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor on any of the parameters mentioned in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and may reject such bids.</p> |
| <p>5. Minimum Annual Turnover</p> | <p>The bidder shall possess minimum yearly turnover of not less than ₹4,50,00,000/- (Rupees Four Crore and Fifty Lakh only) for the financial year 2021-22, 2022-23 and 2023-24.</p> | <p>The bidder should submit the duly filled and CA certified Turnover Certificate (as at Annex XI) and the following documents:</p> <p>Copies of audited balance sheets for the last three (03) financial years (2023-24, 2022-23 and 2021-</p> |



| | | |
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| | | 22), and IT returns for the corresponding assessment years and copy of provisional balance sheet for FY 2024-25. |
| 6. Solvency | The bidder should have a Solvency of value not less than ₹ 4,50,00,000/- (Rupees Four Crore Fifty Lakh only) | (i) The bidder should furnish a solvency certificate issued by the bidder's banker specifically issued for this work and not earlier than June 30, 2025, in Annex III. (ii) Bidder should submit details of their Banker in Annex IV. |
| 7. Registrations | The bidder must have PAN and GST Registration. | The bidder should furnish self-attested copy of valid GST registration certificate and self-attested copy of valid PAN card allotted to the bidder. |
| 8. Local Presence | The bidder should have a shop/ establishment within National Capital Territory of Delhi. If shop/ establishment of the bidder is not situated in National Capital Territory of Delhi at the time of bidding then the bidder needs to ensure such arrangement is in place before commencement of the work, if awarded. | Documentary evidence of the shop/ establishment within National Capital Territory of Delhi should be submitted. |
| 9. Non-conviction | <p>i) The bidders must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act 1940, rules made thereunder and any other applicable law, rule, order.</p> <p>ii) The bidders should not have been debarred / black-listed by any Govt./ Semi-Govt./ Public Sector organization as on the date of application.</p> <p>iii) The bidder should not have been served the notice of</p> | <p>Bidder should submit a copy of No Conviction Certificate issued by State Drugs Controller that the Supplier has not been convicted of any offence and no case is pending against the Supplier under the Drugs and Cosmetics Act 1940, rules made thereunder and any other applicable law, rule, order. . An affidavit to the effect duly notarised is acceptable in lieu thereof.</p> <p>And</p> <p>ii) Bidder should submit an undertaking regarding declaration of debarment by public institution(s)</p> |



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| | termination of contract by the Reserve Bank of India on the basis of non-performance in past | as per format given at Annex XIV. And iii) Bidder should submit an undertaking regarding declaration of notice of termination of contract by the Reserve Bank of India on the basis of non-performance in the past as per format given at Annex XVII. |
| 10. MSTC Registration | The Supplier should be registered with Metal State Trading Corporation (MSTC) portal and should have capability to participate in e-tendering | - |
| 11. Software Application and Delivery System | The Supplier shall have a robust software application to directly receive the digital prescriptions (credit slips) from the Bank Medical Consultants (BMCs) and an OTP based system for door-step delivery of medicines. | |
| <p>Further, the bidder should have –</p> <ol style="list-style-type: none"> 1) Computerized billing system 2) Proper IT infrastructure (such as computer, internet connection, printer, dedicated e-mail. etc.) at their establishment for proper communication with the Bank. 3) Proper delivery (OTP based) and packaging system / arrangement to supply the drugs and medicines in time. <p>Notes:</p> <p>(i) Bids received without the supporting documentary, proofs, specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.</p> <p>(ii) Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.</p> <p>(iii) The bid submitted by a bidder who is found to be not satisfying the eligibility criteria will be disqualified from further processing of the tender.</p> <p>(iv) Bids containing false and /or incomplete information are liable for rejection / debarment from future tender etc.</p> | | |



I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Authorized Signatory
(With Name/Designation and Seal)



SECTION III (C) – Evaluation of Bids

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section III (b) after opening the second e-cover i.e., Part I (Techno-Commercial Bid), of only those bidders who have submitted the EMD before the due date and uploaded the proof in the first e-cover.
2. The bidders must submit all the requisite documents prescribed in the Tender Document in the second e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements shall be processed further. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank.
3. The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.
4. To assist in the examination, evaluation and comparison of the bids, the Bank may ask bidders individually for clarifications. Any clarification submitted by a bidder, that is not acceptable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing/email. Communication, if any, in this regard shall only be made to the e-mail ids 'estabnewdelhi@rbi.org.in' and 'jeevanchavan@rbi.org.in'. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
5. If a bidder does not provide clarification/s of its Tender by the date and time set in the Bank's request, its Tender shall be liable to be rejected.
6. Opening of Part II will be intimated to the qualified/ eligible vendors. The tender shall remain valid for 90 days from the date of opening of 2nd e-cover i.e. Part I of the tender.
7. The third e-cover i.e., Part II (price bid) of all the bidders who qualified in Part - I (Techno-Commercial bid) will be opened for financial evaluation. The Price Bids will have to be uploaded online as per the illustrative format in Part II.
8. Final Evaluation (Offline process)

Bidders are required to submit Uniform Discount offered by them in percentage on MRP. Example: If Bidder wants to give 25% discount, they have to mention only 25 in the required field.

The bidder who offers highest Uniform Discount on MRP in percentage terms will be called as the successful bidder (H1).

i) In the event of there being more than one H1 (offering same highest Uniform Discount on MRP) bidder, the entire work will be evenly distributed among the H1 bidders.

ii) Otherwise, the entire work will be distributed between H1 and H2 bidder in 60:40 ratio i.e. 60% to H1 bidder and 40% to H2 bidder, subject to the H2 bidder agreeing to accept the rates offered and accepted by H1 bidder. This is without any prejudice to the working capacity of H1 bidder and is only meant to reduce



complete reliance on one Supplier.

iii) In case H2 bidder is not agreeable to match H1 rate then H3, H4, etc. bidders in that order shall be given opportunity to match H1 rate for awarding the work as mentioned above.

iv) If H2, H3, H4 etc. are not agreeable to match the offered rate of H1, then the entire work will be awarded to H1 bidder.

9. The Bank is, however, not bound to accept the highest discount or any tender and reserves the right to accept any tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Authorized Signatory (With Name/Designation and Seal)



SECTION III (d) – Check list of documents to be submitted with the Tender

List of Documents duly signed and certified to be scanned and uploaded before the last date and time of submission given in NIT/SOT –

| Sl. No. | Checklist | Submitted/ Not submitted | Remarks |
|---|--|-----------------------------|---------|
| To be submitted in the first e-cover | | | |
| 1. | Submission of Earnest Money Deposit (upload scanned copy of proof of submission of EMD in first e-cover). Note: EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be submitted in original to Assistant General Manager, Central Establishment Section, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT. | | |
| To be submitted in second e-cover i.e., Part I (Techno-Commercial Bid) | | | |
| 2. | Form of Tender (Annex I) | | |
| 3. | Basic information of the Bidder (Annex II) | | |
| 4. | Copy of registration certificate/ Memorandum/ Articles of Association/ Certificate of Incorporation/ Partnership Deed/ other relevant document in support of Item 1 of Section III(b) | | |
| 5. | Power of Attorney for Authorized Signatory as per Annex XII | | |
| 6. | Self-attested copy of license in support of Item 2 of Section III(b) | | |
| 7. | Self-attested copy of GST registration. | | |
| 8. | Self-attested copy of the PAN card issued by the Income Tax Department | | |
| 9. | Annex V - Proof of past experience as per Item 3 of Section III(b) | | |
| 10. | Annex VI - Proof of eligible works as per Item 4 of Section III(b) | | |



| | | | |
|-----|--|--|--|
| 11. | Client certificate/s as per Annex VI(a) in support of Item 4 of Section III(b). | | |
| 12. | Turnover Certificate (Annex XI) duly signed by the bidder and certified by Chartered Accountant | | |
| 13. | Copies of audited balance sheets for the last three (03) financial years (2023-24, 2022-23 and 2021-22), and IT returns for the corresponding assessment years and copy of provisional balance sheet for FY 2024-25 | | |
| 14. | Annex III in the letterhead of the bidder's bank | | |
| 15. | Details of Bidder's bank in Annex IV | | |
| 16. | Letter of undertaking to Regional Director, RBI New Delhi in Annex XIII | | |
| 17. | Undertaking on Declaration of Debarment (as per format at Annex XIV) | | |
| 18. | Integrity Pact (in format given in Annexure IX) | | |
| 19. | Undertaking on Legal Actions / Litigation / Arbitration by the Bidder (as per format at Annex XV) | | |
| 20. | Documentary evidence of the shop/establishment within National Capital Territory of Delhi. | | |
| 21. | Self-attested copy of MSME Certificate, if registered under MSME Act. | | |
| 22. | Tender Document signed and stamped (Part-I) | | |
| 23. | Any other document as specified in the NIT and tender. | | |
| 24. | Checklist of documents to be uploaded { <u>Section III(d)</u> } | | |
| 25. | No conviction certificate or an affidavit to the effect duly notarised in lieu thereof in support of Item 9 of Section III(b). | | |



| | | | |
|-----|---|--|--|
| | | | |
| 26. | Undertaking regarding declaration of notice of termination of contract by the Reserve Bank of India on the basis of non-performance as per format at Annex XVII {in support of item 9(iii) of section III(b)} | | |
| 27. | Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India (in format given in Annexure XVIII) | | |
| 28. | Any other information the bidder wishes to furnish. | | |

(In addition to the documents mentioned above, the Bank reserves its right to call for additional documents, if required, at any point of time.)

Date: _____ Authorized Signatory (With Name/Designation and Seal)



SECTION IV

Scope of Work and General Terms & Conditions of the contract

1. Scope of Work

The tender is for work of supply and door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi and for supply of some select medicines and other medical supplies to Bank's dispensaries located in Delhi.

I) Medicines will be supplied in two ways as under -

(a) Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi

Dispensaries of RBI, New Delhi will issue a Credit Slip in respect of each delivery to be made. The Credit Slip will contain the details such as name and quantity of medicines to be delivered, name, identification number (PF / MAF number) provided by the Bank, address of the Beneficiary and their contact details.

The Supplier shall have a robust software application to directly receive the digital prescriptions (credit slips) from the Bank Medical Consultants (BMCs) and an OTP based system for door-step delivery of medicines. The application should deliver a copy of prescription issued by the BMC to the Beneficiary in e-mail / Text Message / Instant Messaging system and to any other e-mail ID that may be specified by the Bank. The software application shall preferably be able to provide MIS reports to the Bank.

The software application shall have robust inbuilt data security to ensure confidentiality and protection of the data. In case of non-availability of the software application for a period of more than four hours, there shall also be an alternate arrangement in place to collect the credit slips directly from the Bank's dispensaries. Supplier shall ensure that the application resumes functioning within 24 hours.

The software application has to be provided by the Supplier at their cost and the Bank shall bear no costs for providing and operationalising the said software application.

The location for delivery of medicine shall be within National Capital Region. On receipt of Credit Slip for supply from the dispensary, the delivery of medicines in prescribed quantity (in sealed packet) shall be made at the address mentioned in the Credit Slip within the period given at para II (a) below at no extra cost to the Bank. The delivery should be made within reasonable hours of the day. Proof of delivery / confirmation of receipt of medicines must be obtained at the time of delivery of medicines.

Details of Beneficiaries are as under –

| Sr. No | Beneficiaries | Number | Location |
|--------|---------------|---|---|
| 1 | Serving | Approximately 750 serving employees and their | Serving employees stay in Bank's colonies (in South |



| | | | |
|---|-------------------|---|---|
| | Employees | dependent family members. | Delhi and Shalimar Bagh) and other areas of National Capital Region |
| 2 | Retired Employees | Approximately 2400 retired employees and their dependent spouses. | Retired employees stay in different areas of National Capital Region. |

(b) Supply of medicines through Indent: The Bank will issue indents for the supply of select medicines and other medical supplies for stocking in the dispensaries. On receipt of Indent the Supplier shall supply these medicines directly to dispensaries of the Bank within 3 working days from the date of communication of the Indent. The details (location and timings) of the dispensaries are given at Annex XVI.

IA) i) The majority of the work and tender cost (more than 90 per cent) includes supply of medicines through home delivery against the Credit Slip.

ii) It may be noted that the Bank is not bound to procure all its requirements of medicines only from the Supplier offering the highest discount. The Bank also reserves the right to split/ divide its purchases among two or more Suppliers. The Bank also reserves the right to accept any or reject any or all of the offers that it may receive without giving any reasons thereof.

iii) The Supplier will supply the medicines at the agreed discount in the stipulated time and at the specified place based on the indents / credit slips issued from time to time by the Bank / Dispensaries of the Bank. Sufficient stock of medicines at all times will have to be maintained by the Supplier to meet the requirement of the Bank.

iv) The successful bidder/s will enter into an Annual Contract Agreement with the Bank as per the format in Annex VIII. The contract will be valid for a period of one year and the Uniform Discount quoted by the bidder shall remain firm and valid for the contract period and any extension that may be agreed upon.

v) In case there are more than one successful bidder the work will be distributed as explained in Para 8 of Section III(C).

II. Delivery of Medicines

a) Timeline for delivery of medicines:

1) Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi –

On receipt of Credit Slip for supply from the dispensaries, the delivery of medicines in prescribed quantity (in sealed packet) shall be made at the address mentioned in the Credit Slip within the time period mentioned below at no extra cost to the Bank.

i) For delivery addresses within National Capital Territory of Delhi, Gurugram, Faridabad, Ghaziabad and Gautam Buddha Nagar:



- Delivery should be made at the earliest but no later than T+1 days; wherein T is the date of issuance of the Credit Slip .

ii) For delivery addresses pertaining to rest of the areas of the National Capital Region:

- Delivery should be made at the earliest but no later than T+2 days; wherein T is the date of issuance of the Credit Slip.

Note – In case of emergency, the Bank may require medicines to be supplied on same day.

2) Supply of medicines through Indent: The Supplier shall supply the medicines directly to dispensaries within 3 working days of the Bank from the date of communication of the Indent. The details (location and timings) of the dispensaries are given at Annex XVI. Timings of the dispensary are subject to change at the discretion of the Bank as may be considered necessary.

Note – Non-delivery / Delay in delivery of medicines will be considered as deficiency in service.

b) Procurement of Medicines through Authorized Distributors:

The Supplier will be responsible to ensure that medicines are genuine and shall be procured from authorized distributors only. The Supplier should be able to provide documentary evidence in support of the same if asked by the Bank.

c) Non-substitution/ confirmation with Schedule M:

The Supplier shall supply medicines strictly as mentioned in the Credit Slip or Indent. No change should be made in medicine's brand name, company name, quantity etc. In exceptional cases, if required, substitute medicine can be supplied only after taking approval of the authorized representative of the Bank in case of supply through Credit Slip and the Bank in case of supply through Indent.

If the brand name of medicine is not mentioned in the Credit Slip / Indent, medicines which are conforming to Schedule M specifications of the Central Drug Standard Control Organization shall be supplied.

d) Packed Supplies:

Supplies are required to be made in original packing of manufacturer. Original packing of manufacturer should approximately be nearest to the total quantity indented of any particular medicine/ drug. All the medicines should be stamped by the Supplier with "Institutional Supply / RBI Supply Not for Sale". The cost of stamping medicines should be borne by the Supplier. The stamping should be done at the Supplier's premises only.

e) Residual Shelf Life of the medicines supplied:

Every medicine has its own shelf-life period mentioned on the label of medicines. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply. In case such instances are observed, action will be taken as per **para IV (d)**.



f) Expiry of medicines:

For the medicines that are supplied to the Bank's dispensaries, the Supplier shall make arrangement to replace the near expiry medicines i.e., medicines with expiry of three months (03) and less with medicines of greater expiry date i.e., half of its own shelf-life period at the time of supply.

III. Presentation and payment of bills:

- a. The Supplier shall present the bills to Medical Section, CES, RBI, New Delhi. The bill should clearly indicate the details of the supplies made such as name of the medicine, quantity, MRP, discount amount with percent figure, batch No., expiry date, HSN code, GST amount, bill date etc. and any other information required by the Bank. **A copy of bill must be provided to the Beneficiary at the time of door-step delivery.**
- b. Each bill should carry the signature of the proprietor or the authorized representative with the stamp of firm/ company etc.
- c. In case of home delivery of medicines to the retirees and serving employees of the Bank, the Supplier shall claim payments on fortnightly basis. The Supplier shall present one consolidated bill each for 50 credit slips. The bills may be prepared separately for serving and retired employees. The proof of deliveries must be attached with the bills.
- d. Incomplete bills not accompanied by any of the particulars mentioned in (a), (b) and (c) above or erroneous bills will not be entertained and the Bank shall bear no responsibility in this regard.

Payments of the bills presented will normally be arranged in 30 working days from the date of presentation of the correct bill. However, the Supplier shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any reasons.

- e. The Bank would be deducting TDS on GST and IT-TDS (wherever applicable) and paying to the Government of India. Hence, individual HSN wise taxable value along with their GST rate should also be submitted by the Supplier along with the bill.
- f. The payment will be made through NEFT/RTGS for which Supplier should give requisite details of bank address, account number, IFSC code etc.
- g. The Supplier must ensure timely filing of GST return in GSTR-1 portal. The data uploaded in the GSTR-1 should invariably tally with the amount mentioned in the invoices raised to the Bank. The Supplier shall intimate the Bank on filing of monthly GST Return, whenever called for by the Bank.

It is not the intent to specify completely herein all details of work covered under this enquiry. Scope of work may also include such other related works although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole.



IV. Liquidated Damages

a) For substitution of medicines indented –

In case of Credit Slip / Indent for specific brand of medicines, the same shall not be substituted without due approval of the authorized representative of the Bank / Bank. If any medicine is substituted without approval of authorized representative of the Bank / Bank, the cost of the substituted medicine will not be paid by the Bank and the same will not be considered as completion of delivery. Further, depending upon severity of any instance or repeated instances, the Bank may debar the Supplier. Besides these other suitable actions may be initiated as deemed fit.

b) For delay in delivery –

In case of doorstep delivery of medicines, the delivery of supplies in full shall be made at the address mentioned in the Credit Slip within the period given at para II (a) above. In the event of non-supply of indented medicines in time as aforesaid, **₹100/- will be deducted** from the bill of the Supplier for each day of delay with respect to each Credit Slip or part thereof.

c) For supply of any sub-standard / spurious / adulterated / expired medicine –

The Supplier will be responsible to ensure that medicines are genuine and shall be procured from authorized distributors only. In case any sub-standard / spurious / adulterated/ expired medicine is supplied by the Supplier, the Bank will levy **penalty of up to ₹ 50,000/- (per instance)** plus the cost of medicine supplied which may be recovered by invoking Performance Bank Guarantee or deducting from outstanding bills of the Supplier. Depending upon severity of any instance or repeated instances, the Bank may initiate other actions including debarment.

d) For supply of near expiry medicines –

Every medicine has its own shelf-life period mentioned on the label of medicines. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply. In case such instances are observed, the cost of medicine will be recovered from the outstanding bills of the Supplier or through invocation of the PBG.

e) For delivery of wrong medicines –

If the Supplier delivers wrong medicines against Credit Slip / Indent, the Bank reserves a right to impose suitable penalty and initiate medico-legal action as deemed fit / if warranted, depending upon the severity of the instance.

f) For non-availability of Software Application –

In case of non-availability of software application for more than 24 hours, a penalty of ₹ 1000/- per day will be levied which will be deducted from the outstanding bills of the Supplier or through invocation of the PBG.



g) Invocation of Performance Bank Guarantee (PBG) - Performance Bank Guarantee shall be liable to be invoked under the following conditions:

- i. In case of non-commencement of work
- ii. In case of non-performance of contract obligations or failure to adhere to any term or condition of the contract.
- iii. If the medicines supplied by the Supplier in pursuance of this contract are subsequently found to be procured illegally or not through authorized distributors or are not genuine.
- iv. Supplies any sub-standard, spurious, adulterated, expired or near expiry medicine or in case of unauthorized substitution of medicines.
- v. Delays supplies/ refuses to supply/ non- supply of medicines.
- vi. Overcharging / Discrepancies in the billing which are not rectified by the Supplier.
- vii. Non-adherence to offered discount.
- viii. Violation of Integrity Pact under the provisions of the Contract.
- ix. Indemnification of the Bank as per para 2 (V) of section IV.
- x. Any other deficiency in service as ascertained by the Bank.

IV. Period of Contract:

The contract will be valid for a period of one year. Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

V. Extension of period of contract:

The contract shall be extendable for maximum period of two years (maximum one year or shorter period at a time) subject to satisfactory performance of the Supplier and subject to both parties (Bank and Supplier) agreeing to same terms and conditions.

2. General Terms & Conditions of the contract

I. Definitions

- a) The Contract** means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the Bank and the Supplier, together with the documents referred to therein including the Scope of Work and General Terms & Conditions of the Contract, General Instructions, Integrity Pact, correspondences exchanged, and instructions issued from time to time by the Bank. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.



b) In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

- i) "Agreement" means the agreement signed between the Supplier and the Bank for the execution of the work.
- ii) "Work" means the Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi **and** Supply of medicines to Bank's dispensaries through Indent.
- iii) "The Bank" means Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001.
- iv) "Tender Document" shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.
- v) "Day" shall mean Calendar Day.
- vi) "Working Day" shall mean days when the Bank's office is working i.e., Days excluding public holidays, Saturdays, and Sundays.
- vii) "Month" shall mean the calendar month.
- viii) "Year" shall mean Financial Year.
- ix) "Bidder (s)" shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender Document.
- x) "Supplier" shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- xi) "Notice in writing or written notice" shall mean a notice in written, typed, or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.
- xii) "Writing" includes any written paper document, e-mail correspondence and any electronic message.
- xii) "Bank Medical Consultant" shall mean doctor engaged by the Bank for providing consultation and prescribing medicines to serving / retired employees / eligible dependents of the Bank.
- xiv) "Credit Slip" shall mean prescription issued by Bank's Medical Consultants which includes name and quantity of medicines to be delivered on credit to the beneficiaries whose name, PF Number / MAF number and address for delivery is indicated on it. This is required to be attached with the bill for claiming payment from Bank.
- xv) "Indent" shall mean a written communication issued by the Bank to the Supplier containing name and quantity of medicines to be delivered at Bank's dispensaries located in Delhi.
- xvi) "Uniform Discount" shall mean the discount offered in percentage terms on MRP for supply of all medicines / medical items.
- xvii) "Beneficiary" shall mean Bank's serving / retired employees and their eligible dependents.



xviii) “Authorized representative of the Bank” shall mean Bank’s Medical Consultant authorized by the Bank to approve substitution of medicines in place of medicines prescribed in the Credit Slip.

xix) “Supplier” shall mean the chemist/ stockist/ druggist engaged by the Bank for supply of medicines and miscellaneous medical supplies.

II. Corrupt, fraudulent or unethical practices:

The Bank requires that the Supplier observes the highest standards of ethics during the procurement and execution of contract for supply of medicines. The medicine to be supplied will be of standard quality. In pursuance thereof, the terms are set forth as follows

- a) The Supplier 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 tendering process or in contract execution.
- b) The Supplier shall not resort to misrepresentation of facts in order to influence the tendering process or execution of a contract to the detriment of the Bank.
- c) The Bank will declare a Supplier ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the Supplier has engaged in corrupt and fraudulent practices in executing the contract.
- d) The Bank reserves the right to terminate the contract with immediate effect for non-fulfilment of the terms and conditions of this tender by the Supplier. The Bank may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any Supplier for any of the following reasons:
 - i. If the Supplier fails to provide any or all of the services within the period(s) specified in the contract.
 - ii. If the Supplier fails to perform any other obligation(s) under the Contract.
 - iii. If the Supplier, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - iv. Supply of sub-standard/ spurious/ substitute medicines/expired medicines.
 - v. Delay in supply/ refusal to supply/ non-supply of medicines.
 - vi. Overcharging in the bill.
 - vii. In case it is found that Supplier is supplying medicines near the date of expiry.
 - viii. If the Supplier, being an individual, dies, the Bank shall have the option of terminating the contract without any liability for such termination and compensation to the Supplier.
- e) The Bank reserves the right to seek a drug test report of any medicine/s which are being procured by the Bank through Indent or Credit Slip from the Supplier at any point of time during the contract period. The drug test, if requested by the Bank, needs to be



mandatorily conducted through the Govt. Lab/ Govt. approved labs by the Supplier as per the extant instructions issued by the concerned competent authority.

III. Applicability of best prices:

If the Supplier with whom the Bank has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following conditions of sale similar to those of the Bank's contract, to any person or organization during the currency of the rate contract, the discount rate applicable to the Bank will be automatically increased with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, will be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.

IV. Reservation of right for appointment of more Suppliers:

The Bank reserves the right to :

- a) Enter into annual contracts with any number of Suppliers.
- b) To add or remove any number of beneficiaries as per the requirement of the Bank.
- c) Make **emergency** purchases from any Supplier irrespective of award of the contract for normal purchases.

V. INDEMNITY:

(a) The Supplier shall keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Supplier due to:

- i) Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or
- ii) Non-performance of the terms and conditions of the Contract; or
- iii) Breach of the representations and warranties made by the Supplier; or
- iv) Negligent or fraudulent act or omission by the Supplier; or any third party for reasons attributable to the Supplier.
- v) The Supplier shall also keep the Bank indemnified against any claim from the staff of the Supplier and it shall be the duty of the Supplier to clearly inform his/her own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.
- vi) Further the Supplier shall at all times indemnify the Bank against all claims which may be made under the Employees' Compensation Act, 1923 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement.



The Supplier shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.

(b) The Supplier shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Supplier. In case any employee of the Supplier so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Supplier to contest the same. Further, the Supplier shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

VI. ARBITRATION:

All disputes arising under the Agreement shall be settled amicably through discussions between the parties. In the event of any dispute between the two parties where Integrity Pact is applicable, if, both the parties are agreeable, they may first try to settle dispute through mediation before the panel of IEMs in a time bound manner. In case dispute remains unresolved even after mediation by the panel of IEMs, the Bank may take further action.

The unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Supplier shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.

VII. All legal suits, actions or proceedings relating to or arising out of the agreement / contract shall be subject to jurisdiction of courts/tribunals at Delhi only.

VIII. Non-Disclosure, Privacy and Data Protection Clause:

The Supplier shall not disclose directly or indirectly any information, data, materials and details of the Bank's, infrastructures/ systems/ equipment etc. which may come to the possession or knowledge of the Supplier 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 Supplier shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it to comply with applicable laws. The Supplier shall not publish, permit to be published, or disclose any particulars of the works or any information of the Bank elsewhere without the previous written consent of the Bank. The Supplier shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Supplier or its employees / agents. Failure to observe the above shall be treated as breach of contract on the part of the Supplier and the Bank shall be entitled to claim damages and pursue legal remedies. The Supplier shall take all appropriate action with respect to its employees / agents to ensure that the obligation of non- disclosure of confidential information under the agreement are fully satisfied. The Supplier's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.



The Supplier shall be responsible for ensuring the confidentiality, integrity, and availability of all data and information systems entrusted to them as part of this engagement.

The Supplier shall be responsible to ensure adequate measures are implemented to safeguard against unauthorized access, data breaches, or any form of compromise to information security.

IX. Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013:

- a) The Supplier 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 employees within the premises of the Bank, the complaint shall be referred to the appropriate committee constituted under the said act. The Supplier shall be responsible for educating its employees or agent or supply men about prevention of sexual harassment at workplace and related issues. The Supplier shall ensure appropriate action under the said act in respect of the complaint.
- b) 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.
- c) The Supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees or agents or supply men of the Supplier, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the Supplier is proved.
- d) The Supplier shall be responsible for educating its employees or agents or supply men about prevention of sexual harassment at workplace and related issues.
- e) The Supplier shall provide a complete and updated list of its employees or agents or supply men who are deployed for the purposes of the contract within the Bank’s premises.

X. Force Majeure

- a) Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Supplier shall immediately give notice thereof in writing to the Bank.
- b) Neither party shall, by reason of such event, be entitled to terminate the contract in respect of such performance of their obligations.
- c) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond



a period mutually agreed, either party may at its option, terminate the contract.

XI. Insurance

The Supplier shall take "all risk policy" for the contract value (including third party liability policy) for one-year, renewable thereafter if the contract is renewed by the Bank; failing which all liability to indemnify the Bank against any loss caused by the Supplier or its employees, agents, assignees etc. to the life, person, health, reputation of any employee/retired employee/beneficiary or any incidental third party and/ or to the property of the Bank or its employees/retired employees/beneficiaries in the course of business shall lie with the Supplier. On a failure to procure such a policy, the Bank reserves the right to recover the monetary equivalent of the loss, from the Supplier (deductible from but not limited by the Supplier's outstanding bills).

XII. Debar/Disqualify

In the event of Supplier failing to fulfil the requirements of the agreement, the Bank reserves right to debar/disqualify/delist the Supplier from participating in any process or from supplying medicines to the Bank for a period of three years. However, before doing so the Bank may give a show cause notice to the Supplier and consider reply, if any, submitted by the Supplier to such notice. The decision of the Bank shall be final in this regard.

XIII. Insolvency or death of bidder

In the event of the Supplier 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 Supplier 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 Supplier's heirs / representatives shall not, have the right to continue to perform the duties or engagements of the Supplier or under the contract in case of his death without the consent in writing of the Bank. In the event of the Supplier, with such consent aforesaid, transferring his business, and in the event of the Supplier 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 Supplier 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 Supplier 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 Supplier 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.

XIV. Statutory compliance to applicable laws:

The Supplier shall comply with the necessary statutory provisions of the Drugs and Cosmetics Act, 1940 and Rule, 1945, as applicable; Contract Labor (Regulation &



Abolition) Act, 1970; Employees State Insurance Act 1948; Employee Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them.

The Supplier shall be solely responsible for any violation of provision of the above-mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, New Delhi indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Supplier's failure to fulfil any of the obligations hereunder and / or under the said Acts, rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, New Delhi shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Supplier's payment.

XV. Termination of the Contract

- a) The Bank reserves the right to terminate the Contract at any point of time by giving one month's notice period without assigning any reason and without prejudice to any other remedies available to the Bank.
- b) In case of unsatisfactory performance, the Bank reserves the right to terminate the Contract at any point of time without assigning any reason and without prejudice to any other remedies available to the Bank.
- c) In case the Supplier does not wish to continue with the contract, the Supplier shall provide a notice period of three months.

XVI. The authorized Supplier/s shall not resort to sub-contracting of any order/purchase order received from the Bank.

XVII. All the expenses required for execution of this contract shall be borne solely by the Supplier.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Authorized Signatory (With Name/Designation and Seal)



Annex I

FORM OF TENDER

Place:

Date:

To
Regional Director
Reserve Bank of India
Central Establishment Section
Medical Section
New Delhi – 110001

Dear Sir,

Having read and examined the Notice Inviting Tender, specifications, terms and conditions, instructions to bidders and all other contents in the Tender Document for the work specified in the memorandum hereinafter set out and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to supply medicines to the beneficiaries specified in the said memorandum within the time specified in the said memorandum at the discount mentioned in the Price Bid contained in the Part II by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

| | |
|----------------------------------|---|
| NIT No / e-tender no._ | RBI/Delhi Regional Office/HRMD/1/25-26/ET/277 |
| Name of the Work: | Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi |
| Estimated Cost of the work | ₹7,50,00,000/- (Rupees Seven crore Fifty Lakh only) |
| Earnest Money Deposit (EMD) | ₹15,00,000.00 (Rupees Fifteen lakh only) |
| Performance Bank Guarantee (PBG) | ₹37,50,000/- (Rupees Thirty-Seven Lakh Fifty Thousand only) (In case the work is distributed amongst two bidders, the value of PBG will reduce in proportion of distribution of work) |

2. We agree to keep the tender open for the validity period and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.

3. A sum of ₹15,00,000/- (Rupees Fifteen lakh only) mentioned as Earnest Money at para 3 of Section III (a) of the Tender Document is hereby forwarded/ uploaded in the format specified therein. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period as specified at para 4 of Section III (a), I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work with seven



(07) days, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the Tender Document upon the terms and conditions contained therein.

4. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Bank shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.

6. I/We hereby declare that I/We shall treat the Tender Document and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

7. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

8. Our bankers are (Name and full address) –

| | |
|--|--|
| | |
| | |

The names of partners of our firm are:

| | |
|--|--|
| | |
| | |

Name of the partner of the firm authorized to sign:

| | |
|--|--|
| | |
|--|--|



| | |
|--|--|
| | |
|--|--|

Yours faithfully,

Signature of Bidder with seal

Signatures and addresses of witnesses –

| | Signature | Address |
|------|-----------|---------|
| (i) | | |
| (ii) | | |



Annex II

Basic Information of the Bidder (To be read with item 1 of Section III (b))

| | | | |
|-----|---|---|--|
| 1. | Name of the Supplier | : | |
| 2. | Constitution (Company/ Partnership/ Proprietorship) | : | |
| 3. | Details of Registration (Registering Authority; Registration No. & Date) | : | |
| 4. | Year of commencement of business | : | |
| 5. | GST Registration Number | : | |
| 6. | PAN Number | : | |
| 7. | Whether Manufacturer/ Authorized Distributor/ Dealer / Agency | : | |
| 8. | Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank | : | |
| 9. | Landline No | : | |
| 10. | Mobile No | : | |
| 11. | Email ID | : | |
| 12. | Address for Communication | : | |
| 13. | Whether the Supplier holds valid license(s) on the date of application for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940? Please give details of licenses. | : | |
| 14. | Whether the Supplier has been convicted by the State Drugs Controller or any case is pending against the Supplier under the Drugs and Cosmetics Act, 1940, rules made thereunder and any other applicable law, rule, order. | : | |



| | | | |
|-----|--|---------|--|
| 15. | Whether GST certificate is available with the Supplier | : | |
| 16. | Whether the billing is computerised | : | |
| 17. | Agreement to best price norm {refer para 2 (III) of section IV} | : | |
| 18. | Names of the Government/ Public Sector/ Corporate clients of the Supplier for supply of medicines. | : | |
| | Contact person's name and telephone numbers of the Government/ Public Sector/ Corporate clients. E-mail (mandatory) Mobile Number (mandatory) | : | |
| 19. | Name and Address of Principal Banker with official email id | : | |
| 20. | Contact No. of Principal Banker (Mobile number mandatory) | : | |
| 21. | Annual Sale during the financial year | 2024-25 | |
| | | 2023-24 | |
| | | 2022-23 | |
| 22. | (a) Whether submitted copies of the Audited Balance Sheets for three financial years (2023-24, 2022-23, 2021-22) duly certified by a Chartered Accountant and provisional balance sheet for financial year 2024-25 (Yes / No) (b) Whether Supplier has a minimum turnover of ₹4.5 Crore for the last 3 financial years. (2024-25, 2023-24, 2022-23) | | |
| 23. | Whether submitted Banker's Solvency Certificate in Annex III (Yes / No) | | |
| 24. | Whether submitted client reports / certificate (Yes / No) | | |



| | | |
|-----|--|-----|
| 25. | Whether uploaded signed Integrity Pact document as per the Annex IX in the Part-I of the tender on MSTC Portal. | |
| 26. | Whether the Supplier has been debarred / black-listed by any Govt./ Semi-Govt./ Public Sector organization on the date of application. (Tick Applicable) {If yes, provide details} | YES |
| | | NO |
| 27. | Address of Head Office of the company/ Partnership/ Proprietorship | |
| 28. | Number of outlets in India | |
| 29. | Address of local outlet in National Capital Territory of Delhi | |

I have read and understood the notice issued by Reserve Bank of India, containing the eligibility criteria and the terms and conditions for e-tender on Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi. I fully accept the terms and conditions.

I also understand that the Bank reserves the right to accept any or reject any or all of the applications without assigning any reason.

Name:

Signature

Designation:

Date:

Seal:



Annex III

BANKER'S CERTIFICATE

(On Bankers' Letter Head) (To be read with Item 6 of Section III(b))

To

Regional Director,
Reserve Bank of India,
Central Establishment Section,
6, Sansad Marg,
New Delhi – 110001

This is to certify that to the best of our knowledge and information M/s_____ having _____ address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to a limit of ₹_____ (Rupees _____). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature with authorized official seal)

Name:

Designation with Employee ID:

Date:

Mobile no & Official E-mail ID:

For the Bank

Note: Bankers' certificate should be on letter head of the bank, addressed to Regional Director, Reserve Bank of India, Central Establishment Section, 6, Sansad Marg, New Delhi - 110001.



ANNEX IV

Details of Banker / Bank Account Details

(On bidder's letterhead)

Details of the Banker

| | | | |
|----|--|---|--|
| 1. | Name of the Bank | : | |
| 2. | Address of the Bank | : | |
| 3. | Name of the Branch | : | |
| 4. | Name of Contact Person | : | |
| 5. | Mobile Number (mandatory) & Fax Nos | : | |
| 6. | Official Email id of Contact Person (Generic official email id not accepted) | : | |

Details of the Bank Account

| | | | |
|----|---|---|--|
| 1. | Account Name | : | |
| 2. | Account Number | : | |
| 3. | Type of Account (Saving, Current etc.) | : | |
| 4. | Pan Number | : | |
| 5. | IFS Code | : | |
| 6. | The period from which the bidder has been banking with the Banker | : | |

Note : Enclose a copy of cancelled cheque of the account

Signature of the Authorized Official with Seal

Date:



Annex V

Previous Work Experience

(To be read with Item 3 of Section III(b))

Details of Medicine Supply work executed during last five years

| Sr. No. | Name and address of the Firm/ Client | Value of the work executed | Whether the work is completed in time or not (Yes/ No) | Start Date and Completion Date of the Work | Reasons for delay, if any | Completion period as per work order | Telephone / Fax no and Contact person of the Firm |
|---------|--------------------------------------|----------------------------|--|--|---------------------------|-------------------------------------|---|
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |

(Attach Sheet if required)

(Attach Supporting Documents)

Signature of the Authorized Official with Seal

Date :



Annex VI

Works Qualifying Eligibility

(To be read with Item 4 of Section III(b))

Details of similar work/s (qualifying) executed during last five years

| Sr. No. | Name and address of the Firm/ Client | Value of the work executed | Whether the work is completed in time or not (Yes/ No) | Start Date and Completion Date of the Work | Reasons for delay, if any | Completion period as per work order | Telephone / Fax no and Contact person of the Firm |
|---------|--------------------------------------|----------------------------|--|--|---------------------------|-------------------------------------|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(The work/s costing equal or above the minimum value specified in eligibility criteria)

(Attach Supporting Documents)

Signature of the Authorized Official with Seal

Date :



Annex VI(a)

PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE

(To be read with item 4 of Section III(b))

(can be filled separately for each qualifying work)

| | | | |
|----|--|---|--|
| 1. | Name and address of the client | : | |
| 2. | Details of works executed by the Bidder | : | |
| 3. | Name of work with brief particulars | : | |
| 4. | Agreement No. and date | : | |
| 5. | Agreement amount (approximates are also acceptable) | : | |
| 6. | Details of penalties levied (indicate amount) if any for non-performance or non-adherence to terms | : | |
| 7. | Details of the authority under whom supply executed | | |
| | Name | : | |
| | Designation | : | |
| | Address | : | |
| | Telephone No (Mobile No is compulsory) | : | |
| | Email ID (compulsory) | : | |
| 8. | Comments on the capabilities of the Supplier (Excellent / Very Good / Good / Satisfactory / Poor) | | |
| | (a) Technical proficiency | : | |
| | (b) Financial Soundness | : | |
| | (c) Adherence to timelines | : | |
| | (d) Quality of work | : | |
| | (e) General behaviour | : | |

The undersigned is competent to issue this certificate.

Signature of the Reporting Officer with office seal
Name & Designation:
Mobile number/s



Annex VII

PERFORMANCE BANK GUARANTEE FORM

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank).

To

The Regional Director
Reserve Bank of India
New Delhi- 110001

WHEREAS _____ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, Annual Contract No. _____ dated _____ 2025 to _____ (Description of Service) hereinafter called "the Contract" in pursuance of e-tender on **Annual Contract (AC) for "Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi"** during the period XXXX, 2025 to XXXX, 2026 Document dated _____ issued by Reserve Bank of India, New Delhi (hereinafter called 'the Bank').

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 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 of ₹37,50,000/- (Rupees Thirty Seven Lakh Fifty Thousand only) 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 of sums within the amount as aforesaid, without your needing to prove or to show the grounds of reasons for your demand or the sum specified therein.

2. A letter from the Bank 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 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 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 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 or 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 above referred 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 providing 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 up to XXXXXXXX XX, XXXX provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

8. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Successful bidder.

Signed and sealed this day of 2025 at

SIGNED, SEALED AND DELIVERED

For and on behalf of

By

(Signature) :

(Name) :

(Designation):

(Address) :



Annex VIII

Annual Contract Form / वार्षिक संविदा फार्म

This Agreement made at New Delhi on this _____ day of _____ 2025

between

Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001 having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called "the Bank") of the one part and _____ (Name and address of the Supplier) (hereinafter called "the Supplier ") of the other part.

WHEREAS the Bank intends to engage the Supplier for "Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi" and has caused specifications describing the work to be done [as detailed in tender documents (Sections I to IV, Annexures, and amendments thereof)].

AND WHEREAS the said specifications and the scope of work [as detailed in tender documents (Sections I to IV, Annexures, and amendments thereof)] have been signed by or on behalf of the parties hereto.

AND WHEREAS the Supplier has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the tender documents (Sections I to IV, Annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the scope of work as stated in the tender documents (Sections I to IV, Annexures and amendments thereof) at the respective Uniform Discount therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions - In this Agreement, unless there is anything repugnant to the subject or context:

- i) "Agreement" means the agreement signed between the Supplier and the Bank for the execution of the work.
- ii) "Work" means the Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi **and** Supply of medicines to Bank's dispensaries through Indent.
- iii) "Tender Document" shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.



- iv) "Day" shall mean Calendar Day.
- v) "Working Day" shall mean days when the Bank's office is working i.e., Days excluding public holidays, Saturdays, and Sundays.
- vi) "Month" shall mean the calendar month.
- vii) "Year" shall mean Financial Year.
- viii) "Writing" includes any written paper document, e-mail correspondence and any electronic message.
- ix) "Bank Medical Consultant" shall mean doctor engaged by the Bank for providing consultation and prescribing medicines to serving / retired employees / eligible dependents of the Bank.
- x) "Credit Slip" shall mean prescription issued by Bank's Medical Consultants which includes name and quantity of medicines to be delivered on credit to the beneficiaries whose name, PF number / MAF number and address for delivery is indicated on it. This is required to be attached with the bill for claiming payment from Bank.
- xi) "Indent" shall mean a written communication issued by the Bank to the Supplier containing name and quantity of medicines to be delivered at Bank's dispensaries located in Delhi.
- xii) "Uniform Discount" shall mean the discount offered in percentage terms on MRP for supply of all medicines / medical items.
- xiii) "Beneficiary" shall mean Bank's serving / retired employees and their eligible dependents.
- xiv) "Authorized representative of the Bank" shall mean Bank's Medical Consultant authorized by the Bank to approve substitution of medicines in place of medicines prescribed in the Credit Slip.

2. In this Agreement, unless the context requires otherwise words denoting any gender include all genders and words denoting the singular only include the plural and vice versa.

3. Signing of Contract Agreement: On receipt of intimation from the Bank regarding acceptance of the Tender, the Supplier shall be bound to implement the Contract from the date specified therein. The Supplier shall sign an agreement in accordance with the extant provisions. The Supplier shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Delhi/ New Delhi. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the Supplier shall devolve on the Supplier and the Bank shall be entitled to recover the amount from the Performance Bank Guarantee (PBG) or from the bills raised by the Supplier. Where the PBG is utilized for the said purpose, the Supplier shall immediately refurnish a fresh PBG. Failure to do so may amount to breach of the agreement and consequences thereof shall follow.

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

A) The NIT (Notice Inviting Tender) dated July 11, 2025 published by the Bank.



B) The Tender Document dated July 11, 2025 issued by the Reserve Bank of India, New Delhi for e-tender No. RBI/Delhi Regional Office/HRMD/1/25-26/ET/277 on Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi.

C) Bank's Notification of Award (i.e. the work order issued to the Supplier).

D) Minutes of the Pre-bid meeting, corrigendum and other communication.

E) Integrity Pact

5. In consideration of the payments to be made by the Bank to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Bank to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

6. The Bank hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. The Supplier shall carry out all works as stated in the tender documents and shall make good any damages to the property etc.

8. The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work without prejudice to this Contract.

9. Performance Bank Guarantee (PBG): The Supplier shall submit an irrevocable Performance Bank Guarantee from a Scheduled Bank as stated in the Tender Document for successful execution of the Contract.

10. The Bank appoints the Supplier for the purpose of "Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi" for a period of one year commencing from XXXX, 2025 up to XXXX, 2026. This contract is for a period of one year commencing from XXXX, 2025 up to XXXX, 2026. Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of the contract even though the last date of the contract may have expired on the date of supply of medicines.

11. The Supplier shall comply with all the terms and conditions of the above-mentioned documents which are part and parcel of this agreement and forms integral part of this agreement.

12. The Supplier covenants to hold valid licenses during the entire period of the Contract, for various categories of allopathic drugs issued by the Drug Control Authority of the State under the relevant law as applicable to the Supplier and any other law in force. The Supplier shall hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with selling of medicines. The Supplier



shall further ensure and undertake that their licenses remain valid till the end of the contract period.

13. SERVICES TO BE RENDERED BY THE SUPPLIER

I) Supply of Medicines

i) Medicines will be supplied in two ways as under -

(a) Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Bank

Dispensaries of the Bank will issue a Credit Slip in respect of each delivery to be made. The Credit Slip will contain the details such as name and quantity of medicines to be delivered, name, identification number (PF / MAF number) provided by the Bank, address of the Beneficiary and their contact details.

The Supplier shall have a robust software application to directly receive the digital prescriptions (credit slips) from the Bank Medical Consultants (BMCs) and an OTP based system for door-step delivery of medicines. The application should deliver a copy of prescription issued by the BMC to the Beneficiary in e-mail / Text Message / Instant Messaging system and to any other e-mail ID that may be specified by the Bank. The software application shall preferably be able to provide MIS reports to the Bank.

The software application shall have robust inbuilt data security to ensure confidentiality and protection of the data. In case of non-availability of the software application for a period of more than four hours, there shall also be an alternate arrangement in place to collect the credit slips directly from the Bank's dispensaries. Supplier shall ensure that the application resumes functioning within 24 hours.

The software application has to be provided by the Supplier at their cost and the Bank shall bear no costs for providing and operationalising the said software application.

The location for delivery of medicine shall be within National Capital Region. On receipt of Credit Slip for supply from the dispensary, the delivery of medicines in prescribed quantity (in sealed packet) shall be made at the address mentioned in the Credit Slip within the time period given at para II (i) below at no extra cost to the Bank. The delivery should be made within reasonable hours of the day. Proof of delivery / confirmation of receipt of medicines must be obtained at the time of delivery of medicines.

(b) Supply of medicines through Indent

The Bank will issue indents for the supply of select medicines and other medical supplies for stocking in the dispensaries. On receipt of Indent the Supplier shall supply these medicines directly to dispensaries of the Bank within 3 working days from the date of communication of the Indent.

ii) The Supplier will supply the medicines at the agreed discount in the stipulated time and at the specified place based on the indents / credit slips issued from time to time by the Bank / Dispensaries of the Bank.



iii) The Uniform Discount quoted by the Supplier shall remain firm and valid for the contract period and any extension that may be agreed upon.

II) Timeline for delivery of medicines:

i) Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Bank –

On receipt of Credit Slip for supply from the dispensaries, the delivery of medicines in prescribed quantity (in sealed packet) shall be made at the address mentioned in the Credit Slip within the time period mentioned below at no extra cost to the Bank.

a) For delivery addresses within National Capital Territory of Delhi, Gurugram, Faridabad, Ghaziabad and Gautam Buddha Nagar:

Delivery should be made at the earliest but no later than T+1 days; wherein T is the date of issuance of the Credit Slip.

b) For delivery addresses pertaining to rest of the areas of the National Capital Region:

Delivery should be made at the earliest but no later than T+2 days; wherein T is the date of issuance of the Credit Slip.

In case of emergency, the Bank may require medicines to be supplied on same day.

ii) Supply of medicines through Indent: The Supplier shall supply the medicines directly to dispensaries within 3 working days of the Bank from the date of communication of the Indent.

iii) Non-delivery / Delay in delivery of medicines will be considered as deficiency in service.

III) Other conditions related to supply of medicines

i) Procurement of Medicines through Authorized Distributors:

The Supplier will be responsible to ensure that medicines are genuine and shall be procured from authorized distributors only. The Supplier should be able to provide documentary evidence in support of the same if asked by the Bank.

iii) Non-substitution/ confirmation with Schedule M:

The Supplier shall supply medicines strictly as mentioned in the Credit Slip or Indent. No change should be made in medicine's brand name, company name, quantity etc. In exceptional cases, if required, substitute medicine can be supplied only after taking approval of the authorized representative of the Bank in case of supply through Credit Slip and the Bank in case of supply through Indent.

If the brand name of medicine is not mentioned in the Credit Slip / Indent, medicines which are conforming to Schedule M specifications of the Central Drug Standard Control Organization shall be supplied.



iv) Packed Supplies:

Supplies are required to be made in original packing of manufacturer. Original packing of manufacturer should approximately be nearest to the total quantity indented of any particular medicine/ drug. All the medicines should be stamped by the Supplier with “Institutional Supply / RBI Supply Not for Sale”. The cost of stamping medicines should be borne by the Supplier. The stamping should be done at the Supplier’s premises only.

v) Residual Shelf Life of the medicines supplied:

Every medicine has its own shelf-life period mentioned on the label of medicines. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply. In case such instances are observed, action will be taken as per **para 15 (d) below**.

vi) Expiry of medicines:

For the medicines that are supplied to the dispensaries, the Supplier shall make arrangement to replace the near expiry medicines i.e., medicines with expiry of three months (03) and less with medicines of greater expiry date i.e., half of its own shelf-life period at the time of supply.

IV) Presentation and payment of bills:

i) The Supplier shall present the bills to the Bank. The bill should clearly indicate the details of the supplies made such as name of the medicine, quantity, MRP, discount amount with percent figure, batch No., expiry date, HSN code, GST amount, bill date etc. and any other information required by the Bank. A copy of bill must be provided to the Beneficiary at the time of door-step delivery.

ii) Each bill should carry the signature of the proprietor or the authorized representative of the Supplier with the stamp of firm/ company etc.

iii) In case of home delivery of medicines to the retirees and serving employees of the Bank, the Supplier shall claim payments on fortnightly basis. The Supplier shall present one consolidated bill each for 50 credit slips. The bills may be prepared separately for serving and retired employees. The proof of deliveries must be attached with the bills.

iii) Incomplete bills not accompanied by any of the particulars mentioned in (i), (ii) and (iii) above or erroneous bills will not be entertained and the Bank shall bear no responsibility in this regard.

iv) Payments of the bills presented will normally be arranged in 30 working days from the date of presentation of the correct bill. However, the Supplier shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any reasons.

v) The Bank would be deducting TDS on GST and IT-TDS (wherever applicable) and paying to the Government of India. Hence, individual HSN wise taxable value



along with their GST rate should also be submitted by the Supplier along with the bill.

vi) The payment will be made through NEFT/RTGS for which Supplier should give requisite details of bank address, account number, IFSC code etc.

vii) The Supplier must ensure timely filing of GST return in GSTR-1 portal. The data uploaded in the GSTR-1 should invariably tally with the amount mentioned in the invoices raised to the Bank. The Supplier shall intimate the Bank on filing of monthly GST Return, whenever called for by the Bank.

14. Liquidated Damages

a) For substitution of medicines indented –

In case of Credit Slip / Indent for specific brand of medicines, the same shall not be substituted without due approval of the authorized representative of the Bank / Bank. If any medicine is substituted without approval of authorized representative of the Bank / Bank, the cost of the substituted medicine will not be paid by the Bank and the same will not be considered as completion of delivery. Further, depending upon severity of any instance or repeated instances, the Bank may debar the Supplier. Besides these other suitable actions may be initiated as deemed fit.

b) For delay in delivery –

In case of door-step delivery of medicines delivery of supplies in full shall be made at the address mentioned in the Credit Slip within the time period given at para II (i) above. In the event of non-supply of indented medicines in time as aforesaid, **₹100/- will be deducted** from the bill of the Supplier for each day of delay with respect to each Credit Slip or part thereof.

c) For supply of any sub-standard / spurious / adulterated / expired medicine –

The Supplier will be responsible to ensure that medicines are genuine and shall be procured from authorized distributors only. In case any sub-standard / spurious / adulterated / expired medicine is supplied by the Supplier, the Bank will levy **penalty of up to ₹ 50,000/- (per instance)**, plus the cost of medicine supplied which may be recovered by invoking Performance Bank Guarantee or deducting from outstanding bills of the Supplier. Depending upon severity of any instance or repeated instances, the Bank may initiate other actions including debarment.

d) For supply of near expiry medicines –

Every medicine has its own shelf-life period mentioned on the label of medicines. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply. In case such instances are observed, the cost of medicine will be recovered from the outstanding bills of the Supplier or through invocation of the PBG.



e) For delivery of wrong medicines –

If the Supplier delivers wrong medicines against Credit Slip / Indent, the Bank reserves a right to impose suitable penalty and initiate medico-legal action as deemed fit / if warranted, depending upon severity of the instance.

f) For non-availability of software application –

In case of non-availability of software application for more than 24 hours, a penalty of ₹ 1000/- per day will be levied which will be deducted from the outstanding bills of the Supplier or through invocation of the PBG.

g) Invocation of Performance Bank Guarantee (PBG) - Performance Bank Guarantee shall be liable to be invoked under the following conditions :

- i) In case of non-commencement of work
- ii) In case of non-performance of contract obligations or failure to adhere to any term or condition of the contract.
- iii) If the medicines supplied by the Supplier in pursuance of this contract are subsequently found to be procured illegally or not through authorized distributors or are not genuine.
- iv) Supplies any sub-standard, spurious, adulterated, expired or near expiry medicine or in case of unauthorized substitution of medicines.
- v) Delays supplies/ refuses to supply/ non- supply of medicines.
- vi) Overcharging / Discrepancies in the billing which are not rectified by the Supplier.
- vii) Non-adherence to offered discount.
- viii) Violation of Integrity Pact under the provisions of the Contract.
- ix) Indemnification of the Bank as per para 25 below.
- x) Any other deficiency in service as ascertained by the Bank.

15. Period of Contract:

The contract will be valid for a period of one year i.e., from XXXX, 2025 to XXXX, 2026. In respect of the contract, supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

16. Extension of period of contract:

The contract shall be extendable for maximum period of two years (maximum one year or shorter period at a time) subject to satisfactory performance of the Supplier and subject to both parties (Bank and Supplier) agreeing to same terms and conditions.



17. Termination of the Contract

a) The Bank reserves the right to terminate the Contract at any point of time by giving one month's notice period without assigning any reason and without prejudice to any other remedies available to the Bank.

b) In case of unsatisfactory performance, the Bank reserves the right to terminate the Contract at any point of time without assigning any reason and without prejudice to any other remedies available to the Bank.

c) In case the Supplier does not wish to continue with the contract, the Supplier shall provide a notice period of three months.

18. The Supplier will be responsible to ensure that medicines are genuine and shall be procured from authorized distributors only.

19. The Supplier covenants to supply genuine medicines. In case the Supplier fails to supply indented medicines, the Bank shall be entitled to procure the same from another vendor and the Supplier shall be liable to reimburse in full the price paid by the Bank.

20. The Supplier covenants to supply indented medicines for the beneficiaries in proper packing.

21. The Supplier shall furnish a Performance Bank Guarantee (PBG) as applicable to him as per the Tender Document, within 14 days of execution of agreement, valid till XXXXXXXX XX, XXXX issued by a Scheduled Bank. No claim shall be made against the Bank (Regional Director, RBI, New Delhi) in respect of interest, if any, due on Performance Bank Guarantee.

22. The Supplier covenants to pay duties, levies or taxes leviable under the relevant law applicable to the Supplier. The Supplier shall also have to bear all the expenses etc. connected with proper packaging, carting, transportation, stamping on medicines etc. in connection with supply to any place specified by the Bank. The Bank shall only pay the labelled MRP less discount allowed thereon as per the bid of the Supplier. The Bank will also deduct applicable TDS on GST and Income Tax.

23. The Supplier is liable for any legal dispute/cases/claims that have arisen or may arise during the tenure of the agreement in respect of medicines supplied by the Supplier. Bank shall not be liable for any loss, damages, etc. suffered/ to be suffered by the Supplier or third party as the case may be.

24. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of force majeure.

25. INDEMNITY CLAUSE:

(a) The Supplier shall keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Supplier due to:



- i) Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or
- ii) Non-performance of the terms and conditions of the Contract; or
- iii) Breach of the representations and warranties made by the Supplier; or
- iv) Negligent or fraudulent act or omission by the Supplier; or any third party for reasons attributable to the Supplier.
- v) The Supplier shall also keep the Bank indemnified against any claim from the staff of the Supplier and it shall be the duty of the Supplier to clearly inform his/her own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.
- vi) Further the Supplier shall at all times indemnify the Bank against all claims which may be made under the Employees' Compensation Act, 1923 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Supplier shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.

(b) The Supplier shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Supplier. In case any employee of the Supplier so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Supplier to contest the same. Further, the Supplier shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

26. ARBITRATION:

All disputes arising under the Agreement shall be settled amicably through discussions between the parties. In the event of any dispute between the two parties where Integrity Pact is applicable, if, both the parties are agreeable, they may first try to settle dispute through mediation before the panel of IEMs in a time bound manner. In case dispute remains unresolved even after mediation by the panel of IEMs, the Bank may take further action.

The unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Supplier shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.

27. Non-Disclosure, Privacy and Data Protection Clause:

The Supplier shall not disclose directly or indirectly any information, data, materials and details of the Bank's, infrastructures/ systems/ equipment etc. which may come to the possession or knowledge of the Supplier 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 software system / application shall have robust data security built into the system / application to ensure



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

The Supplier shall be responsible for ensuring the confidentiality, integrity, and availability of all data and information systems entrusted to them as part of this engagement.

The Supplier shall be responsible to ensure adequate measures are implemented to safeguard against unauthorized access, data breaches, or any form of compromise to information security.

28. Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013:

- a) The Supplier 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 employees within the premises of the Bank, the complaint shall be referred to the appropriate committee constituted under the said act. The Supplier shall be responsible for educating its employees or agent or supply men about prevention of sexual harassment at workplace and related issues. The Supplier shall ensure appropriate action under the said act in respect of the complaint.
- b) 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.
- c) The Supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees or agents or supply men of the Supplier, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the Supplier is proved.
- d) The Supplier shall be responsible for educating its employees or agents or supply men about prevention of sexual harassment at workplace and related issues.
- e) The Supplier shall provide a complete and updated list of its employees or agents or supply men who are deployed for the purposes of the contract.

29. Force Majeure

- a) Notwithstanding anything else contained in the contract or the Tender Document, neither party shall be liable for any delay in performing its obligations if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by acts of governments, acts of god, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Supplier shall immediately give notice thereof in writing to the Bank.
- b) Neither party shall, by reason of such event, be entitled to terminate the contract in respect of performance of their obligations.
- c) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the contract.

30. Insurance

The Supplier shall take "all risk policy" for the contract value (including third party liability policy) for one-year renewable thereafter if the contract is renewed by the Bank; failing which all liability to indemnify the Bank against any loss caused by the Supplier or its employees, agents, assignees etc. to the life, person, health, reputation of any employee/retired employee/beneficiary or any incidental third party and/ or to the property of the Bank or its employees/retired employees/beneficiaries in the course of business shall lie with the Supplier. On a failure to procure such a policy, the Bank reserves the right to recover the monetary equivalent of the loss, from the Supplier (deductible from but not limited by the Supplier's outstanding bills).

31. Debar/Disqualify

In the event of Supplier failing to fulfil the requirements of the agreement, the Bank reserves right to debar/disqualify/delist the Supplier from participating in any process or from supplying medicines to the Bank for a period of three years. However, before doing so the Bank may give a show cause notice to the Supplier and consider reply, if any, submitted by the Supplier to such notice. The decision of the Bank shall be final in this regard.

32. Insolvency or death of bidder

In the event of the Supplier 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 Supplier 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 Supplier's heirs / representatives shall not, have the right to continue to perform the duties or engagements of the Supplier or under the contract in case



of his death without the consent in writing of the Bank. In the event of the Supplier, with such consent aforesaid, transferring his business, and in the event of the Supplier 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 Supplier 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 Supplier 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 Supplier 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.

33. Statutory compliance to Applicable laws:

The Supplier shall comply with the necessary statutory provisions of the Drugs and Cosmetics Act, 1940 and Rule, 1945, as applicable; Contract Labor (Regulation & Abolition) Act, 1970; Employees state Insurance Act 1948; Employee Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them. The Supplier shall be solely responsible for any violation of provision of the above-mentioned legislative enactments or any other statutory provisions and shall further keep the Bank indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Supplier's failure to fulfil any of the obligations hereunder and / or under the said Acts, rules/ regulations/ or any bye-laws or rules framed under or any of these, the Bank shall be entitled to cover any of the such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Supplier's payment.

34. All legal suits, actions or proceedings relating to or arising out of the agreement / contract shall be subject to jurisdiction of courts/tribunals at Delhi only.

**Signed for and on behalf
of Reserve Bank of India, New Delhi.**

**Signed for and on behalf
of M/s _____**

Signature

Signature

Name :

Name :

Designation:

Designation:

Date:

Date:



Witness – 1

Signature :

Name :

Designation :

Date :

Witness – 2

Signature :

Name :

Designation :

Date



Annex IX

Integrity Pact

(On Non-Judicial Stamp Paper of ₹100)

1. General

This pre-bid post-contract Agreement (hereinafter called the "Integrity Pact") is made on _____ day of the month of _____ 2025 between, on one hand, the Reserve Bank of India, _____ Department, 6, Sansad Marg, New Delhi acting through _____, Regional Director, Reserve Bank of India, New Delhi (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Mr / Ms _____,(Add designation) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL intends to engage a Supplier for " _____ " and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a (please indicate category e.g. private company/ public company/ Government undertaking/ partnership, etc.) constituted in accordance with the relevant law in the matter and the PRINCIPAL is a statutory body performing its functions under the Reserve Bank of India Act, 1934 and other relevant legislations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the PRINCIPAL to receive the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the Principal

2.1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- The BIDDER shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the



PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PRINCIPAL.

- BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid / contract.
- The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose in writing payments, if any, he has made / is committed to or intends to make to officials of the PRINCIPAL or their family members or any other intermediaries in connection with the contract or otherwise and the details of services agreed upon for such payments.
- The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, without written consent of the PRINCIPAL. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed in writing by the BIDDER at the time of filing of



tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 of India.

- The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company/entity in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the procurement process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money

5.1 While submitting the Bid in the Tender Document, the BIDDER shall deposit an amount as may be specified by the PRINCIPAL in the Tender Document (as Earnest Money Deposit) with the PRINCIPAL through instruments, the detail of which along with the amount will be notified by the PRINCIPAL in the Tender Document.

5.2 In case of the successful BIDDER, a clause would also be incorporated in the clause pertaining to Performance Bank Guarantee and / or Security Deposit in the Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the pre-contract negotiations / proceedings with Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.



6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason, therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4 To recover all sums already paid by the PRINCIPAL with interest thereon at 2% higher than the prevailing Bank rate. If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other services, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

6.1.5 To encash the Security Deposit/ Performance bank guarantee, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

6.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.7 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker or any other intermediary with a view to securing the contract. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.

6.1.9 Forfeiture of Performance Bank Guarantee in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Bharatiya Nyaya Sanhita, 2023 or Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.



6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/ is not supplying similar product/services or subservices at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU or any other unit owned by Government of India / the PRINCIPAL and if it is found at any stage that similar product/services or sub services was supplied by the BIDDER to any Ministry/Department of the Government of India or a PSU or any other unit owned by Government of India / the PRINCIPAL at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors (IEMs)

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission viz., Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R.R. District, Hyderabad - 500 089 (Email - knageshwarrao@gmail.com) and Shri Pramod Shripad Phalnikar, IPS (Retd.) A2,602 Phase - I, Aditya Shagun, CHS, NDA-Pashan Road, Bavdhan, Pune, Maharashtra - 411 021 (Email - pramodphalnikar@gmail.com).

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all procurement documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration



of a valid interest, unrestricted and unconditional access to his procurement documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the procurement provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its authorized agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.2 In the event of any dispute between the PRINCIPAL and BIDDER where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. In case, dispute remains unresolved even after mediation by the panel of IEMs, the PRINCIPAL may take further action as per terms and conditions of the contract.

9.3 Person signing the Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/ she will await their decision in the matter.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL, i.e. New Delhi.



11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER, including warranty period (if any), whichever is later. In case a BIDDER is unsuccessful in tendering process, this Integrity Pact shall expire after award of the contract to the successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at New Delhi on _____

PRINCIPAL

BIDDER

Reserve Bank of India

M/s. -----

Name of the Officer:

Name of Authorized Signatory:

Designation:

Designation:

Witness:

Witness:

1)

1)

2)

2)



Annex X

Proforma for Bank Guarantee in Lieu Earnest Money Deposit

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
New Delhi

Dear Sir,

“Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi” - Bank Guarantee for Earnest Money Deposit

Ref.: NIT/Advt.No. _____ date _____

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said tenders document. It is one of the terms of invitation of tenders that the bidder shall furnish a Bank Guarantee for a sum of ₹_____ (Rupees_____ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Bidder/Bidder) _____, (hereinafter called as “the Bidder/ Bidder”), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹_____ (Rupees_____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹_____ (Rupees_____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said Conditions, provided, however,



that our liability against such sum shall not exceed the sum of ₹ _____
(Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Bidder.

This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Bidder or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).

b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.



Authorized Official (with seal)

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).



Annex XI

Turnover Certificate

(To be read with item 5 of Section III(b))

| Sr.no. | Details | Financial Year | | |
|--------|--|---|---|--|
| | | April 1, 2021, to March 31, 2022 ₹ in lakh | April 1, 2022, to March 31, 2023 ₹ in lakh | April 1, 2023, to March 31, 2024 ₹ in lakh |
| 1 | Annual financial turnover certified by Chartered Accountant. | | | |

Note:

- 1) Statement shall be supported by copies of **audited** balance sheets for the three (03) financial years (2023-24, 2022-23 and 2021-22), and IT returns for the corresponding assessment years and copy of provisional balance sheet for FY 2024-25.
- 2) Statement shall be certified by Chartered Accountant.

Date:

Authorized Signatory (With Name/Designation and Seal)



Annex XII

Format for **Power of Attorney for Authorized Signatory** (On Non-Judicial Stamp Paper of ₹100/-)

To,
The Regional Director
Reserve Bank of India
Central Establishment Section
6, Sansad Marg,
New Delhi - 110001

Dear Sir/Madam,

..... (Name of work)

We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized.

Power of Attorney furnished by Bidder shall be irrevocable.



Annex XIII

Letter of Undertaking

(on the letter head of the bidder)

To,

Regional Director
Reserve Bank of India
Central Establishment Section
6, Sansad Marg,
New Delhi - 110001

Name of the bidder _____

Name of the tender _____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in the Tender Document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions etc. contained therein and undertake myself/ourselves abide by the same.
3. I/We also confirm that I/we have quoted the rates on the basis of scope of work, packaging requirements and incorporating all other costs involved. I/We accept that the quote submitted is based on necessary internal approval of Competent Authority. The quote shall be valid for the entire contract period as well in case of any extension of the contract.
4. I/We hereby agree to abide by provisions of Drugs and Cosmetics Act, 1940 and Rule, 1945 as applicable and any other rules/regulations and/or statutes that may be applicable to us.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.



Annex XIV

Undertaking regarding declaration of debarment by public institution(s)

(To be read with Clause 11 of Section III(a))
(To be submitted by the bidder on their letterhead)

Name of Work : _____

Sir,

1. I/We (Name of the bidder) declares that
 - a) I/ We or any of our allied firm* or any of our partners/directors is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
 - b) I/ We or any of our allied firm* or any of our partners/directors have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
 - c) we will inform the Bank in writing, in case, I/we or any of our allied firm* or any of our partners/directors is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We(Name of the bidder) declare that I/we or our allied firm*(Name of the allied firm(s)) or our partners/directors (Name of the partner / director) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same is effective up to(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.



Annex XV

Undertaking on Legal Actions / Litigation / Arbitration by the Bidder
[On the Letter head of the Bidder]

Date:

To,

Regional Director,
Reserve Bank of India,
Central Establishment Section,
6, Sansad Marg,
New Delhi - 110001

Ref: E-tender for Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi

Sir,

1. I/We (Name of the bidder) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction. /

1. I/We (Name of the bidder) declare that the followings legal action(s) have been/ is being taken against us:
..... (detail of the legal action, work under consideration, legal authority involved etc.)
.....

However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the e-tender for Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi

(Note: strike out one of the above two declarations which is not applicable)

1. Further, we also declare that no cases of civil lawsuits / litigation / arbitration etc. have been initiated in any in any of our executed works.

2. Further, we also declare that the following civil lawsuits / litigation / arbitration cases were/are initiated in our executed works:

..... (detail of the work and type of action etc.)
.....

(Note: strike out one of the above two declarations which is not applicable)

Signature and name of the authorized signatory of the
Bidder with Rubber Stamp

Date:

Place:



Annex XVI

List of Dispensaries of RBI, New Delhi

| Sr. No. | Name & Address of Dispensary | Other details |
|---------|---|--|
| 1 | RBI Main Office Dispensary Ground floor, Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001 | Timing – Monday to Friday – 10:00 A.M. to 05:00 P.M. |
| 2 | RBI Sarojini Nagar Quarters Dispensary L 65/66, Reserve Bank Staff Quarters, Sarojini Nagar, New Delhi - 110023 | Timing – Monday to Saturday – 03:00 P.M. to 08:00 P.M. |
| 3 | RBI R K Puram Quarters Dispensary RB 49, Reserve Bank Staff Quarters, Sector -6, R K Puram, New Delhi - 110022 | Timing – Monday to Saturday – 04:00 P.M. to 7:00 P.M. |
| 4 | RBI Vasant Vihar Colony Dispensary M-2, Reserve Bank Flats, Poorvi Marg, Vasant Vihar New Delhi - 110057 | Timing – Monday to Saturday – 07:00 P.M. to 09:00 P.M. |
| 5 | RBI Shalimar Bagh Quarters Dispensary 29/30 – A, Reserve Bank Staff Quarters, Pocket – G, Block – B, Shalimar Bagh, New Delhi - 110088 | Timing – Monday to Saturday – 03:00 P.M. to 07:30 P.M. |
| 6 | RBI Hauz Khas Quarters Dispensary RBI Colony, Hauz Khas, New Delhi - 110016 | Timing – Monday to Friday – 06.00 P.M to 08.30 P.M. |

Note : Dispensary timings may be modified by the Bank at its own discretion, whenever necessary.



Annex XVII

Undertaking regarding declaration of notice of termination of contract by the Reserve Bank of India on the basis of non-performance.

(To be read with item 9 of Section III(b))

(To be submitted by the bidder on their letterhead)

Name of Work : Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi

Sir,

1. I/We (Name of the bidder) declares that
 - a) I/ We or any of our allied firm* has/have not been served a notice of termination of contract by the Reserve Bank of India on the basis of non-performance as on(last date of submission of bid).
 - b) I/ We will inform the Bank in writing, in case, I/ We or any of our allied firm* is/are served a notice of termination of contract by the Reserve Bank of India on the basis of non-performance on or before award of work for the captioned work.
2. I/We(Name of the bidder) declare that I/we or our allied firm*(Name of the allied firm(s)) has / have been served a notice of termination by the Reserve Bank of India on the basis of non-performance. A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.



Annexure XVIII

Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by the bidders on their letter head duly sealed and signed by the authorized signatory)

To
Regional Director
Reserve Bank of India, New Delhi.

Name of Work: Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi

I/We (Name and address, including country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F.No. 6/18/2019- PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/We certify that (Name of the bidder) Is not from a country sharing land border with India, **or**
- b. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, **or**
- c. Is from a country sharing land border with India where Government of India has extended lines of credit, **or**
- d. Is from a country sharing land border with India where Government of India is engaged in development projects.

(strikeout whichever of the above is not applicable)

3. I/ We further certify that (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub-contract I/We (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

4. I/We know and understand that, if this Undertaking / Declaration / Certification / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.



Signature and name of the authorized signatory of the Bidder with stamp

Date:

Place:



PART II

Annex XIX

FINANCIAL / PRICE BID

(to be submitted in 3rd e-cover of tender only)

E-tender

for

Supply and Door-step delivery of medicines to retirees / serving employees / eligible dependents at residences / colonies / office within National Capital Region against credit slips issued by dispensaries of the Reserve Bank of India, New Delhi.



Financial / Price Bid

(to be submitted in 3rd e-cover of tender only)

| S. No. | Description | Quote (a) | Total Cost (100-a) |
|---------------|--|--|---|
| 1 | Uniform Discount in % form on the MRP on medicines and medical supplies as per terms and conditions mentioned in Part I. | <i>Uniform Discount should be quoted in MSTC Portal under the section of Price Bid</i> | <i>Not to be entered by the bidder. Will be automatically calculated by the system.</i> |

Note –

- 1) Kindly do not upload this document. The Uniform Discount has to be filled in by the bidder online in MSTC Portal.
- 2) Uniform Discount means the discount offered in percentage terms on MRP for supply of all medicines / medical items.
- 3) Uploading financial bid along with Part I documents may lead to disqualification of the tender.
- 4) The Uniform Discount may be quoted considering that the cost of packing, cartage, transportation and all taxes are to be borne by the bidder. The Bank will only pay the labelled MRP minus Uniform Discount after deducting the applicable taxes. The quoted Uniform Discount shall remain valid for the entire duration of the contract.