



**RESERVE BANK OF INDIA
Human Resource Management Department
South Gandhi Maidan, Patna**

**Empanelment of Suppliers/Stockists/Chemists for Supply of Drugs and Medicines to
RBI Dispensaries**

Reserve Bank of India, Patna intends to prepare a panel of suppliers/ stockists /chemists for supply of medicines to it's dispensaries at Patna. The panel is expected to remain operational up to June 30, 2024 subject to the satisfactory performance.

Accordingly, Reserve Bank of India, Patna invites applications from Patna based suppliers / stockists / chemists who fulfil the eligibility criteria and agree to abide by the terms and conditions as mentioned in the Request for Empanelment (RFE) Document. The Request for Empanelment (RFE) Document can be obtained from the Medical Section, 1st Floor, Reserve Bank of India, South Gandhi Maidan, Patna and also from the 'Tenders' Section of our website www.rbi.org.in from **January 01, 2021**.

The duly filled in application in the prescribed form (RFE) and all the required documents mentioned in RFE should reach the Regional Director, Reserve Bank of India, Patna **by 4:00 PM on January 31, 2021**. Reserve Bank of India reserves the right to accept any application or reject any or all of the applications received without assigning any reason thereof.

Devesh Lal
Regional Director
Bihar



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
PATNA**

REQUEST FOR EMPANELMENT (RFE)

**NOTICE FOR EMPANELMENT OF SUPPLIERS/STOCKISTS/CHEMISTS FOR SUPPLY OF
DRUGS & MEDICINES TO BANK'S DISPENSARIES AT PATNA**

Reserve Bank of India (The Bank), intends to prepare a panel of suppliers / stockists / chemists (hereinafter referred to as Chemists for brevity) for supply of medicines to the Bank's dispensaries at Patna. The panel will remain operational up to June 30, 2024 subject to satisfactory performance.

The Bank invites applications from such chemists who are interested in inclusion in the panel. Chemists who fulfill the eligibility criteria and agree to other terms and conditions mentioned in this document only should apply in the prescribed form (**Annex I**) to the Regional Director, Reserve Bank of India, South Gandhi Maidan, Patna – 800 001. Duly completed applications along with the necessary enclosures in a sealed envelope should be dropped in the tender box kept for the purpose in the office of the Bank by 4:00 P.M. on January **31, 2021**. The Bank reserves the right to accept any or reject any or all the applications received without assigning any reasons.

I. Eligibility:

- (a) The chemist must hold valid licenses on the date of application in specified forms (Form 20, 20-B, 21, 21-B, and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines. The empanelled chemists will further undertake that their licenses



remain valid till the end of the contract period.

- (b) The Chemists must not have been convicted by the State Drugs Authorities and no case should be pending under Drugs and Cosmetics Act and Rules.
- (c) The Chemists should have an annual minimum turnover as specified in **Annex II** for last three years.
- (d) The chemists should agree to supply all the medicines and consumables that the Bank indents irrespective of the brands or manufacturers. Failure to do so after execution of the contract as described elsewhere in the document will result in automatic forfeiture of the Performance Guarantee.
- (e) The chemists should not have been debarred / black-listed by any Government / Semi- Govt. / Public Sector Organizations.
- (f) The shop / establishment of the chemists should be situated in Patna.
- (g) GST Registration certificate should be available with the chemist.
- (h) The chemist should have a computerized billing system.

II. Terms and Conditions:

1. Scope of work:

The Bank will issue a '**Request for Quotation**' (RFQ) for supply of medicines from the empanelled chemists once every year on the basis of an indicative list specifying broad requirements expected during the year. The Bank will host the price-bid for RFQ through e-tendering web portal www.mstcecommerce.com. The Bank will enter into an annual purchase contract with one or more chemists who offer the **Highest Uniform Discount on MRP**. The chemists will supply the medicines / drugs at the agreed discount in the stipulated time and at the specified place on the basis of the indents issued from time to time by the office of the



Bank. It may be noted that the Bank is not bound to procure all its requirements of medicines only from the chemist offering the highest discount. The Bank also reserves the right to split / divide its purchases among two or more chemists. 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.

2. Pricing:

In response to Bank's RFQ, the chemist should quote uniform discount on retail price printed on Strip /Bottle / Unit packed in percentage term in respect of all items of supplies to be made under the contract irrespective of their brands or manufactures. It should be noted that the liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc., in connection with supply to any place specified by the Bank. The Bank will only pay the labelled MRP minus discount allowed thereon. The quoted offer shall remain valid for the entire duration of the contract.

3. Performance security guarantee:

On entering into an annual purchase contract with the Bank, as specified above, the chemist will have to furnish a **Performance Bank Guarantee** for an amount as specified in **Annex-II**. The Performance Guarantee should remain valid up to six months beyond the validity of the contract. The amount of Performance Security would be liable to be forfeited if the medicines supplied by the authorized chemist against the indents placed on them in pursuance of this contract are subsequently found as not conforming to quality. The performance Security is also liable to be forfeited if the authorized chemist:



- a. Fails to adhere to the terms of the Contract or
- b. Supplies any sub-standard, spurious drugs or substitute medicines
- c. Delays in supplies
- d. Over charges.

4. Period of Contract:

- a) The empanelment shall be valid up to June 30, 2024 subject to satisfactory performance.
- b) In respect of the annual purchase 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 honored in accordance with the terms of contract even though the last date of the contract may be expired on the date of supply of medicines.

5. Documents establishing eligibility:

The following documents should be submitted along with the application.

- a) Self-attested copies of valid licenses held by the chemist as on the date of the application.
- b) Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the effect is acceptable in lieu thereof.
- c) Copies of audited Balance sheets for the last three financial years, duly certified by a Chartered Accountant.
- d) Banker's certificate from the chemist's banker as per format in **Annex III**.



e) A copy of PAN and GST allotted to the Chemist.

All pages of this document must be signed with seal at the bottom

6. Procedure for application:

All page of this document must be signed with seal at the bottom and sent together with duly filed application from attaching all specified documents. Eligible chemists may submit applications in closed and sealed envelopes super scribed as “Application for Empanelment of Chemists for Supply of Medicines” accompanied by the copies of the documents as indicated in item No. 5 of the Notice. Applications should be addressed to the Regional Director, Reserve Bank of India, South Gandhi Maidan, Patna – 800 001 (as per **Annex II**) and be dropped in the tender box kept in this office for this purpose, by not later than 04.00pm of January 31, 2021.

The chemist will be responsible to ensure that his application is deposited in the above mentioned tender box on or before the due date and time. **All costs in connection with preparation of the RFE document and uploading the same shall be borne by the applicant.**

7. Right to accept / reject any or all applications:

Applications received after the due date and time or incomplete in any respect are liable to be rejected. The Bank reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons thereof. The Bank’s decision in this regard shall be binding and final. The Regional Director, Reserve Bank of India, Patna has the right to modify / alter any requirements in this document at his discretion in the interest of the Bank as deemed appropriate by him. His decision in this regard shall be final.



8. Notification of acceptance:

The Regional Director will communicate acceptance of the application by a letter.

9. Indent and delivery of the supplies:

- a) On receipt of indent for supply from the Bank, the delivery of supplies in full shall be made at the premises of the Bank's dispensary to which the indent pertains, during the working hours of the dispensary as soon as possible but not later than **seven working days**.
- b) In case of indent of specific brand of medicines, the brand shall not be substituted. In other cases medicines conforming to Schedule M specifications of the Central Drugs Standard Control Organization shall be supplied.
- c) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity indented of any particular medicine/drug.
- d) Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
- e) The chemist will indicate batch number, name of the manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned dispensaries.
- f) On receipt of indent for supply from the Bank, the delivery of supplies in full shall be made within 7 days. Delay in supply beyond this period will attract penalty. The Bank reserves the right to decide the rate of penalty.



10. Presentation of bills:

- a) The chemist shall present the bill to the office of the Bank for the supplies made. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of the manufacturer, batch no., date of manufacture & expiry date, indent No. with date etc. and any other information required by the Bank.
- b) The bill shall be supported by the original indent along with certificate from the authorized official of the Bank/in charge of the dispensary under his/hersignature, with date, seal of the office for receipt of the items indented.

11. Payment:

Payments of the bills presented will normally be within 15 working days from the date of presentation of the bill. The payment will be made through NEFT for which chemist should provide a cancelled cheque having requisite details of bank address, account No., IFS Code, type of the bank account (Current / Savings) etc.

12. Corrupt, fraudulent or unethical practices:

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

- a) The chemist shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of the Bank in the empanelment process or in contract execution.
- b) The chemist shall not resort to misrepresentation of facts in order to influence the



empanelment process or execution of a contract to the detriment of the Bank.

- c) The Bank will declare a chemist ineligible, either indefinitely or for a specified period of time, for award of contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.
- d) 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 chemist for any of the following reasons:
 - i. Supply of sub-standard / spurious/ substitute medicines,
 - ii. Delay in supply / refusal to supply/ non-supply of medicine,
 - iii. Over charging in the bill,
 - iv. In case it is found that any particular medicine's date is expired or is near the date of expiry,
 - v. If the chemist fails to perform any other obligation(s) under the contract,
 - vi. In the judgement of the Bank has engaged in corrupt or fraudulent practice.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/ excess amount already paid by the Bank, replace the medicines in question. The Bank may stop payment due or recovers the cost of such supplies from the amounts due to the chemist.

13. Applicability of best prices:

If the chemist 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.

14. Indemnity:

The chemist shall indemnify the Bank against all actions, suits, claims and demands brought or made against the Bank in respect of anything done or committed to be done by the chemist in execution of or in connection with the work of this contract and against any loss or damage to the Bank in consequence to any action or suit being brought against the chemist for anything done or committed to be done in execution of this contract.

15. Arbitration:

The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Bank and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration the **Chief General Manager- in- charge, Human Resource Management Department, Central Office, Reserve Bank of India, Shahid Bhagat Singh Marg, Mumbai – 400 001** who shall give written award of his decision to the



Bidder. The decision of the Chief General Manager- in-charge will be final and binding.



Annex I

RESERVE BANK OF INDIA

PATNA

APPLICATION FORM FOR EMPANELMENT OF CHEMISTS FOR SUPPLY OF DRUGS & MEDICINES

Sr.No.	Item	Details
1	Name of the Chemist	
2	Constitution (Company/ Partnership/ Proprietorship)	
3	Details of Registration (Registering Authority, Registration No. & Date)	
4	Year of Commencement of Business	
5	Sales Tax No.	
6	PAN No.	
7	Whether Manufacturer/ Authorised Distributer/ Dealer/ Agency	
8	Name/s of the proprietor/ partner/ director/ official with designation authorized to make commitment to the Bank	
9	Telephone No.: Mobile No.: e-mail:	
10	Mailing Address	



11	Whether the chemist holds valid license/s on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the state under the provisions of Drugs and Cosmetics Act, 1940? Please give details of the licenses.	
12	Whether the chemist has been convicted by the State Drugs Controller or any case is pending against the Chemist under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time?	
13	Whether VAT clearance certificate is available with the chemist?	
14	Whether the billing system is computerized?	
15	Agreement to the best price norm (refer Para 13)	
16	Names of the Govt. /public Sector/corporate clients of the chemist for bulk supply of medicines. Also give contact person's name and telephone numbers.	
17	Name and address of the Principal Banker Please also give telephone numbers.	



I have read and understood the notice issued by Reserve Bank of India, containing the eligibility criteria and the terms and conditions for empanelment of chemists and druggists for supply of drugs and medicines. 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 reasons.

Signature

Name:

Designation:

Date:

Note: Applications complete in all respects in the above format may be submitted in closed envelopes superscribed as "Empanelment of Suppliers/Stockists/Chemists for Supply of Medicines to the Dispensaries of RBI at PATNA" accompanied by the copies of documents as indicated at item No.5 of the Notice. Applications should be addressed to The Regional Director, Reserve Bank of India, South Gandhi Maidan, Patna– 800 001 so as to reach to him not later than 4.00 P.M. on January 31, 2021.



Annex-II

Details of expected annual procurement, turn over required (cf: Para I (c)) and amount of performance guarantee (cf: Para II (3))

Sr. No.	Name of the RBI Office	Expected amount of annual turnover (Rs)	Turnover required for eligibility (for the last three years) (Rs)	Amount of performance bank guarantee (Rs)
1	PATNA	220 Lakh	110 Lakh	22 Lakh



Annex – III

Bankers' Certificate

To
Regional Director,
Reserve Bank of India, Patna

Bankers' Certificate from a Scheduled Bank

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

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

For the Bank

(Signature with seal)

Date:

Name & Designation



For the Bank

Note:

- 1. Bankers' certificates should be on letterhead of the bank, sealed and should be in cover and addressed to Reserve Bank of India.*
- 2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.*