



# RESERVE BANK OF INDIA

Samadhan Cell, Guwahati

## FOR EMPANELMENT OF SUPPLIERS/ STOCKISTS/ CHEMISTS FOR SUPPLY OF DRUGS & MEDICINES TO THE DISPENSARIES OF RESERVE

### BANK OF INDIA AT GUWAHATI

Reserve Bank of India, Guwahati intends to prepare a panel of suppliers/ stockists/ chemists for supply of medicines to dispensaries located in Guwahati. The panel is expected to remain operational from October 01, 2021 to March 31, 2024 subject to satisfactory performance.

The Bank invites application from such chemists who are interested for inclusion in the panel. Chemists who fulfill the eligibility criteria and agree to the other terms and conditions mentioned in the **Request for Empanelment Document**, should apply in the prescribed form to the Regional Director, Reserve Bank of India, Guwahati. Last Date for receipt of applications for empanelment is August 01, 2021. The Bank reserves the right to accept or reject any application received without assigning any reason.

Detailed Terms and Conditions and the Request for Empanelment Document can be downloaded from tender section of the Bank's website [www.rbi.org.in](http://www.rbi.org.in) or can be collected from Samadhan Cell, Reserve Bank of India, 4<sup>th</sup> Floor, Station Road, Panbazar, Guwahati-781001. For any query / clarification in this regard please contact on email id: [samadhanguwahati@rbi.org.in](mailto:samadhanguwahati@rbi.org.in).

Place: Guwahati

Date: 04 July 2021

Sanjeev Singha  
Regional Director  
North Eastern States

**RESERVE BANK OF INDIA  
SAMADHAN CELL  
GUWAHATI**

**REQUEST FOR EMPANELMENT**

**NOTICE FOR EMPANELMENT OF SUPPLIERS / STOCKISTS / CHEMISTS / DEALERS FOR SUPPLY OF  
DRUGS & MEDICINES TO DISPENSARIES OF RESERVE BANK OF INDIA AT VARIOUS LOCATION IN  
GUWAHATI**

Reserve Bank of India (The Bank), intends to prepare a panel of suppliers / stockists / chemists / Dealers (hereinafter refer to a Chemists for brevity) for supply of medicines to the Bank's various dispensaries at various locations in Guwahati. The panel is expected to remain operational for a period from October 01, 2021 to March 31, 2024, subject to satisfactory performance.

The Bank invites applications from such chemists who are interested in inclusion in the panel. Chemists who fulfil the eligibility criteria and agree to other terms and conditions mentioned in this document should apply in the prescribed form ([Annex I](#)) to the Regional Director, Reserve Bank of India, Guwahati as per ([Annex II](#)), with whom the empanelment is desired. 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 August 01, 2021**. The Bank reserves the right to accept or reject any or all the applications received without assigning any reasons.

**1. Eligibility :**

- (a) The chemist must hold valid licences on the date of application in specified forms (Form 20, 20-B, 21 and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licences, 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 licences 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 III](#) for last three years.
- (d) The chemists should have undertaken a similar business arrangement i.e. empanelment for supply of medicines with at least one Govt. / Semi Govt. / Public Sector organisation during the last two years.
- (e) The chemists should agree to supply all the medicines and consumables that the Bank indents irrespective of the brands or manufactures. Failure to do so after execution of the purchase contract as described elsewhere in the document will result in automatic forfeiture of the Performance Guarantee.
- (f) The chemists should not have been debarred / black listed by any Govt. / Semi Govt. / Public Sector Organisation.
- (g) The shop / establishment of the chemists should be situated in the same city / town where empanelment is being sought.
- (h) GST registration certificate should be available with the chemists.
- (i) The chemists should have a computerised billing system.

## II. Terms and Condition:

### 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 enter into an annual purchase contract with one or more chemists who offer the highest uniform discount. 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 chemists offering the highest discount. The Bank also reserves the right to split / divide its purchase 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 reason.

### 2. Pricing:

In response to Bank's RFQ, the chemist should quote 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 chemists 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 which includes GST 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 chemists will have to furnish a **Performance Bank Guarantee** for an amount as specified in [Annex-III](#), in favour of Regional Director, Reserve Bank of India, Guwahati **valid for 18 months** issued by a Scheduled Bank. No claim shall be made against the Bank (Regional Director, RBI, Guwahati) in respect of interest if any due on the Performance Security.

The Performance Guarantee should remain valid up to six months beyond the validity of the contract.

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the authorised chemists against the indents placed on them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The performance security is also liable to be forfeited if the authorised chemist:

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

### 4. Period of Contract:

a) The period of empanelment contract shall be for a period from October 01, 2021 to March 31, 2024 subject to satisfactory performance.

b) In respect of the annual purchase contract, supply orders will be placed against the contract up to 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 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 licences 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 Balance sheets for the last three financial years, duly certified by a Chartered Accountant.
- d) Client report from one client as specified in Para 1. (d) as per format in [Annex IV](#).
- e) Banker's certificate from the chemist's banker as per format in [Annex V](#).
- f) Copy of Profession Tax Certificate.
- g) Copy of GST registration.
- h) A copy of PAN allotted to the Chemist.

#### **6. Procedure for application:**

All pages of this documents must be signed with seal at the bottom and sent together with duly filled application form 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 items No. 5 of the Notice. Applications should be addressed to the **Regional Director, Reserve Bank of India, Samadhan Cell, 4<sup>th</sup> Floor, Pan Bazar, Guwahati – 781 001** (as per [Annex II](#)) and dropped in the **Tender Box** kept in the office for the purpose by not later than **4:00 p. m. on August 01, 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. The Bank is not responsible for non-receipt of applications within the specified date and time due to any reasons including postal delays or delay in transit. **All costs in connection with preparation and submission of the RFE documents 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, Guwahati 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 three 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 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 manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned dispensaries.
- f) The chemist should not stop the supplies of the medicine/drugs without giving 30 days notice.

#### **10. Presentation of Bills:**

- a) The chemist shall present the bills 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 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/her signature, with date, seal of the office for receipt of the items indented.
- c) Bills not accompanied by any of the particulars mentioned in (a) & (b) above will be treated as incomplete.
- d) The complete bills may be submitted within 15 days from the supply being made to the bank's dispensaries.

#### **11. Payment:**

Payments of the bills presented will normally be arranged within 10 working days from the date of presentation of the bill. However, the chemist shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any reasons. The payments has to be through ECS/NEFT for which chemist should give requisite details of bank address, Account No., IFS Code, type of the bank account (Current/Savings).

#### **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 medicines,
  - iii) Over charging in the bill,
  - vi) In case it is found that any particular medicine's date 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 recover 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 an 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 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 the Regional Director, Reserve Bank of India, Guwahati (arbitrator in this case) and settled through arbitration, who shall give written award of his decision to the Bidder. The decision of the Regional Director will be final and binding.

## Annex I

**RESERVE BANK OF INDIA  
SAMADHAN CELL, GUWAHATI  
Medical Section**

**APPLICATION FORM FOR EMPANELMENT OF CHEMISTS FOR SUPPLY OF  
MEDICINES:**

SL. No.	Item	Details
1.	Name of Chemist	
2.	Constitution (Company/Partnership/Proprietorship)	
3.	Details of Registration (Registering authority, Registration No. & Date)	
4.	Year of commencement of business	
5.	Copy of Profession Tax Certificate	
6.	GST Registration No.	
7.	PAN No.	
8.	Whether Manufacturer / Authorized distributor / Dealer / Agency	
9.	Details of Dealership/Distributorship (To be submitted along with supporting documents)	
10.	Name(s) of the Proprietor / Partner / Director / Official with designation authorized to make commitment to the Bank	
11.	Telephone No. Mobile No. E-mail ID	
12.	Mailing address	

13.	Whether the chemist holds valid licence(s) on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provision of Drugs and Cosmetics Act, 1940. Please furnish details of licenses.	
14.	Copy of Income Tax Returns filed for the last 3 years	
15.	Duly audited Balance Sheet for the last 3 years	
16.	Whether the chemist has been convicted by the State Drug Controller or any case is pending against the chemist under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time.	
17.	Whether the billing system is computerized.	
18.	Names of the Government / Public Sector / Corporate clients of the chemist for bulk supply of medicines. Also provide name and contact number of the contact person. (Relevant Performance Certificate to be attached as per <a href="#">Annexure IV</a> )	
19.	Name, address and phone number of the Principal Banker.	

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

Name:

Signature

Designation:

Date:

**Note:** Applications complete in all respect in the above format may be submitted in closed envelope superscribed as “**Application for Empanelment of Chemists for Supply of Medicines**” accompanied by the copies of documents as indicated at item no. 5 of the Notice. Applications should be addressed to the “The Regional Director, Samadhan Cell, Fourth Floor, Reserve Bank of India, Pan Bazar, Guwahati – 781 001, Assam” (As per [Annex II](#)) by not later than **4:00 p.m. on August 01, 2021**.



**The Regional Director  
Samadhan Cell, 4<sup>th</sup> Floor  
Reserve Bank of India  
Pan Bazar  
Guwahati - 781 001  
Assam**

### **Annex III**

**Details of expected annual procurement, turn over required [(cf: Para 1 (c))] and amount of performance guarantee (cf: Para II (3))**

Expected amount of annual Procurement	Turn over required for eligibility	Amount of Performance Bank Guarantee	Amount of EMD to be Submitted in form of Bank Draft till submission of PBG*
<b>70 lakh</b>	<b>35 lakh</b>	<b>7 lakh</b>	<b>1.4 lakh</b>

**\*Amount of EMD (Earnest Money Deposit) will be refunded on submission of PBG (Performance Bank Guarantee).**

**\*\* The amount of PBG will be divided equally among the Chemists/ Dealers, who will be finally empanelled by the Bank.**

## **Annex IV**

### **PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE (can be filled and printed separately)**

Name and address of the client:

Details of works executed by Shri / Mrs ----- name of the chemist)

1. Name of the work with brief particulars :

2. Agreement No. and date :

3. Agreement amount (approximates are also acceptable) :

4. Details of penalties levied (indicate amount) if any for non-performance or non-adherence to terms :

5. Name, address, telephone number and e-mail ID of the authority under whom supply executed :

Name and Designation:

Telephone no.: Land - Mobile-

E-mail ID:

6. Comments on the capabilities of the chemist :

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.

**\* “Countersigned”**

**Signature of the Reporting Officer with seal**

**Name and Designation:**

**Contact number / s :**

## Annex V

**To  
The Regional Director  
Samadhan Cell, 4<sup>th</sup> Floor  
Reserve Bank of India  
Pan Bazar  
Guwahati**

### **Banker's Certificate from a Scheduled Bank**

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

For the bank  
(Signature with seal)  
Date:  
Name & Designation:  
For the bank

#### **Note:**

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