



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

Reserve Bank of India, Mumbai Regional Office intends to prepare a panel of suppliers/ stockists / chemists for supply of medicines to its 16 dispensaries located in Mumbai and Navi Mumbai. The panel will be valid for a period of three years, i.e. from April 01, 2021 to March 31, 2024, subject to satisfactory performance.

The interested suppliers/ stockists/ chemists who fulfill the eligibility criteria and agree to the terms and conditions mentioned in the [Request for Empanelment Document](#) may apply in the prescribed form to the Regional Director, Reserve Bank of India, Central Establishment Section, Mumbai Regional Office, Fort, Mumbai 400001, by December 2, 2020. The Bank reserves the right to accept or reject any or all of the applications received without assigning any reasons.

Further details are available in the tenders Section of Bank's website www.rbi.org.in Clarifications, queries, if any, relating to this may be addressed to the AGM, CES/ AM (Medical Section).

Regional Director for Maharashtra & Goa
Mumbai

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

REQUEST FOR EMPANELMENT (RFE)

NOTICE FOR EMPANELMENT OF SUPPLIERS / STOCKISTS / CHEMISTS FOR SUPPLY OF DRUGS & MEDICINES TO 16 DISPENSARIES OF RESERVE BANK OF INDIA AT MUMBAI AND NAVI MUMBAI

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 16 dispensaries at Mumbai and Navi Mumbai. The panel is expected to remain operational for a period of three years 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 the other terms and conditions mentioned in this document should apply in the prescribed form ([Annex I](#)) to the Regional Director, Reserve Bank of India, Mumbai Regional office, Fort, Mumbai 400001, 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 at Central Establishment Section, Mumbai Office, Reserve Bank of India, Main Building, Mezzanine Floor, Fort, Mumbai 400001, by 3.00 pm on or before **December 2, 2020**. The Bank reserves the right to accept any or reject any or all of the applications received without assigning any reasons.

I. Eligibility:

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

(b) The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.

(c) The chemist should have an annual minimum turnover of **Rs.75 Lakh** for the last three years.

(d) The chemist should have undertaken a similar business arrangement i.e. empanelment for supply of medicines with at least one Govt. / Semi-Govt. / Public Sector organization during the last two years.

(e) The chemist should agree to supply **the medicines** and consumables that the Bank indents irrespective of the brands or manufacturers. 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 chemist should not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization.

(g) The shop / establishment of the chemist should be situated in the same city/ town where empanelment is being sought.

(h) GST Number and certificate should be available with the chemist.

(i) The Chemist should have a computerized billing system.

(j) The chemist should have the capability to participate in e-tendering while drug purchase by RBI.

II. Terms and Conditions

1. Scope of work:

The Bank will issue a '**Request for Quotation**' (RFQ) for supply of medicines from the empaneled chemists once in a 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 discounts. The chemists will supply the medicines/ drugs at the agreed discount and as per the indent within 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 to which the chemist is attached to during the year. 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 thereof.

2. Pricing:

In response to the Bank's RFQ, the chemist should quote rates as applicable to Govt. Hospitals/ Institutions in respect of all items of supplies to be made under the Contract irrespective of their brands or manufacturers. 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 pay only the quoted rates. The quoted offer shall remain valid for the entire duration of the contract.

3. Performance Bank Guarantee

While entering into an annual purchase contract with the Bank, **every year** the chemist will have to furnish a Performance Bank Guarantee amounting to Rs.10 lakh and with a validity of 18 months, issued by a Scheduled Bank and payable to "Reserve Bank of India, (Mumbai)". No claim shall be made against the Bank in respect of interest if any due on the Performance Bank Guarantee.

The Performance Bank 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 authorized chemist 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 authorized chemist:

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

4. Period of Contract:

a) Period of the empanelment shall be three years i.e. from April 1, 2021 to March 31, 2024 subject to satisfactory performance.

b) It is clarified that orders (to supply medicines) will be placed as per contracted rate till the last date of the contract, i.e. orders placed even on the last day should be accepted and delivered in accordance with the terms of contract irrespective of the day of delivery which may/may not fall after the contracted period.

5. Eligibility related documents:

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 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 thereunder as well as

under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to that effect is acceptable in lieu thereof.

- c) Copies of the balance sheets for the last three financial years, duly certified by a Chartered Accountant.
- d) Client report from one client as specified in para (I, d) as per format in [Annex II](#)
- e) Banker's certificate from the chemist's banker as per format in [Annex III](#)
- f) Copy of GST registration certificate.
- g) A copy of PAN allotted to the chemist.

6. Procedure for application:

All pages of this document must be signed with seal at the bottom and sent together with duly filled in application form attaching all specified documents. Eligible chemists may submit applications in closed and sealed envelopes 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 Regional Director, Reserve Bank of India, CES, Mumbai Regional Office, Fort, Mumbai 400001, under whose jurisdiction the shop/ establishment of the chemist falls and be dropped in the tender box kept in his office for the purpose, by not later than 3.00 PM on or before **December 2, 2020**.

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 of the RFE document 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. The Bank reserves the right to scrap the panel at any time, without assigning any reasons thereof. The Bank's decision in this regard shall be binding and final. The Regional Director, Mumbai 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 preparation of panel :

The Regional Director, Mumbai will communicate by a letter.

9. Indent for and delivery of supplies:

- a) On receipt of indent for supply from the Bank, the delivery 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 early as possible.
- b) In case of indent for 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 manufacturer, date of expiry in the bills at the time of supplying the medicines/drugs to the concerned dispensaries.
- f) The chemist should not stop the supplies of the medicines/drugs without giving 30 days' notice.

10. Presentation of bills:

- a) The chemist shall present the bill to respective office 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 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 the 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) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.

11. Payment:

Payment of the bills will normally be made within 30 working days from the receipt of 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 reason. The payment will be made through NEFT for

which chemist should give requisite details such as bank name, branch address, IFS Code, account number, etc.

12. Corrupt, fraudulent or unethical practices

The chemist must adhere to the highest standards of ethics during the procurement and execution of contract while supplying medicines. The medicines/drugs supplied should be of standard quality. In pursuance thereof, the terms are set forth as follows:

a) The chemist shall not offer, give, receive or solicit anything in cash or kind to influence the action of any official of the Bank involved in the process of empanelment, procurement or execution of the contract.

b) The chemist shall not misrepresent any of the fact in order to influence the empanelment process or execution of contract to the detriment of the Bank.

c) The Bank shall declare a chemist ineligible, either indefinitely or for a specified period, if it is detected 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 the bill,

(iv) supplying medicines after the date of expiry or nearing the date of expiry

(v) if the chemist fails to perform any other obligation(s) under the contract

(vi) In the judgment of the Bank, the chemist has engaged in corrupt or fraudulent practices.

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

13. 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 the execution of this contract.

14. Arbitration:

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Bank and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Chief General Manager-in-Charge, Human Resource Management Department, Central Office, Reserve Bank of India, Mumbai 400001, 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
MUMBAI**

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

S.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	GST No.	
6	PAN Number	
7	Whether Manufacturer/ Authorised Distributor/ 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 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 thereunder as well as under the Drugs Price Control Order issued from time to time?	
13	Whether GST certificate is available with the Chemist. ?	
14	Whether the billing system is computerized?	
15	Agreement to best price norm	
16	Names of the Government/ 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 Principal Banker. Please also give phone 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 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.

Name:

Signature

Designation:

Date:

Note: Applications complete in all respects in the above format may be submitted in closed envelopes 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 Regional Director, Reserve Bank of India, Mumbai under whose jurisdiction the shop/establishment of the chemist falls by not later than 3.00 p.m. on **December 2, 2020**.

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

Name & address of the client:

Details of works executed by Shri /M/s. _____ (name of chemist)

1. Name of 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 email id of the authority under whom supply executed

Name & Designation:

Telephone Nos:

E-mail:

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 office seal**

Name & Designation:

Contact numbers:

Bankers' Certificate

To
Regional Director,
Reserve Bank of India,
Mumbai Regional Office
Fort
Mumbai 400001.

Bankers' Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information Shri/ M/s having the noted address, a customer of our bank is / are 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 the letterhead 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.