



RESERVE BANK OF INDIA
HRMD (Central Establishment Section)
New Delhi Regional Office

**TENDER FOR HOME DELIVERY OF DRUGS
& MEDICINES IN DELHI/NCR**



Notice Inviting Tender (NIT)

Empanelment of Chemists for Home Delivery of Drugs & Medicines In Delhi/NCR : April 2023 – March 2026

Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”), invites e-tenders under Two – Bid system (Technical & Financial Bid) for the contract for ‘Home delivery of Medicines in Delhi/NCR.’ 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 fulfil the eligibility criteria and agree to the other terms and conditions should apply in the prescribed form ([Annex-I](#), RFE) and submit their proposal, as per the instructions regarding e-Tender, along with all supporting documents complete in all respects on or before February 08, 2023, 5:00 PM. The tenderers shall remit refundable EMD of ₹5,00,000/-. The technical bids will be opened electronically on February 09, 2023, 3:00 PM. In the event of tender opening date indicated above being declared a holiday, tender shall be opened on the next working day.

3. The Tender document can be downloaded from the RBI website www.rbi.org.in and www.mstcecommerce.com. Any amendment / corrigendum / clarification with respect to this tender shall be uploaded on Bank’s website /MSTC e-portal only. The tenderer should regularly check the above website / e-portal for any amendment / corrigendum / clarification and submit the bid after verification of the same. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

SCHEDULE OF TENDER (SOT)

a. e-Tender no	RBI/New Delhi/HRMD/64/22-23/ET/542	
b. e-Tender name	Home Delivery of Medicines in Delhi/NCR	
c. Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II – Financial Bid through www.mstcecommerce.com/eprochome/rbi)	
d. Date of Notice Inviting Tender (NIT) available to parties to download	January 12, 2023, 10:00 AM	
e. Pre Bid Meeting	Offline at Reserve Bank of India, 6, Sansad Marg, New Delhi at 03:00 PM on January 20, 2023	
f. Approximate cost of annual procurement	₹2,50,00,000/- (Rupees Two Crore Fifty Lakh only)	
g. Earnest Money Deposit (EMD)	₹5,00,000/-(Rupees Five Lakh only being 2% of the total contract value shall be deposited by each bidder) in the form of NEFT	
	Beneficiary account no	186004001
	IFSC	RBIS0NDPA01 ('0'is Zero at both places)
	Beneficiary name:	Reserve Bank of India, New Delhi
	<p>Note: There is no exemption to MSME/UDYAM registered bidders from the payment of EMD.</p> <p>The proof of having remitted EMD is to be uploaded on MSTC portal.</p>	
h. Last date of submission of EMD	February 08, 2023	

i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/rbi	January 12, 2023, 10:00 AM
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	February 08, 2023, 5:00 PM
k. Date and Time of opening of Tender Part I	February 09, 2023, 3:00 PM
l. Date/time/Venue of opening of Tender Part II	Date and time of opening of Financial bid shall be informed to all eligible bidders in due course.
m. Transaction Fee	Transaction fee should be borne by the chemists/applicants. Payment of Transaction fee shall be made as mentioned in the MSTC portal through MSTC payment gateway through/NEFT/RTGS in favour of MSTC LIMITED or as advised by M/s MSTC Ltd. Please do not transfer the transaction fee to the Reserve Bank of India, New Delhi

Important Instructions Regarding E-Tender

This is an e-procurement event of Reserve Bank of India, New Delhi. The e-procurement service provider is MSTC Limited. Bidders are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting their online 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/her/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC/RBI, New Delhi is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

NOTE: The Technical Bid and Financial Bid have to be submitted online only at https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e- Procurement → PSU / Govt.Depts → RBI. Register as Vendor by filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.
- 3) In case of any clarification, please contact MSTC/RBI, New Delhi, (before the scheduled time of the e-tender).

Contact persons(MSTC)

MSTC NRO Helpdesk team (Delhi): 011-23212357, 23215163 and 23217850

1) Sh. Setu Dutt Sharma (DM) Mobile No.: 07878055855, Landline No.: 011-23213945 Ext: 301 Email: sdsharma@mstcindia.co.in	2) Ms. Archana Juneja (DM) Mobile No.: 9990673698 Landline No.: 011-23213945 Email: archana@mstcindia.co.in
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Contact person (RBI, New Delhi):

1. Sh. Abhijeet Arun Ashtekar,
Central Establishment Section, New Delhi
Reserve Bank of India,

6, Sansad Marg, New Delhi- 110001
Tel: 011-23452285 Email Id: aaashtekar@rbi.org.in

2. Sh. Parimal Kishor Chaudhary
Central Establishment Section, New Delhi
Reserve Bank of India,
6, Sansad Marg, New Delhi- 110001
Tel: 011-23452281 Email Id: pkchaudhary@rbi.org.in

B) System Requirements:

- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

•Tools => Internet Options =>Security => Disable protected Mode If enabled-
i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

•Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level and enable all the options under “ActiveX controls and plugins” except option “Allow ActiveX Filtering” which is to be disabled.

For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at www.mstcecommerce.com/eprhome

C) Process of E-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome. Tenders will be opened electronically on specified date and time as given in the tender.
2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.
3. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The 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, the 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 and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards 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.

4. The vendors are required to ensure that their corporate email-id provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
5. E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.
6. Bidding in E-tender:

- a) The process involves Electronic Bidding for submission of Technical and Financial Bid.
- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → e- procurement →PSU/Govt. depts→ Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event.
- c) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit their Technical bid.
- d) After filling the Technical Bid, vendor should click 'save' for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.
- e) Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor for execution.
- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k) The Bank reserves the right to cancel or reject or accept or withdraw or extend the tender as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms their acceptance of terms & conditions for the tender.

7. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8. No deviation from the technical and financial terms & conditions are allowed.
9. Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize with the system before bidding.



RESERVE BANK OF INDIA
HRMD (Central Establishment Section)
New Delhi

**REQUEST FOR EMPANELMENT (RFE) FOR HOME DELIVERY OF DRUGS &
MEDICINES IN DELHI/NCR : APRIL 2023 – MARCH 2026**

January 12, 2023

Reserve Bank of India, New Delhi (hereinafter referred to as 'the Bank') intends to prepare a panel of chemists (hereinafter referred to as 'Chemists' for brevity) for supply of medicines at the doorstep of its serving/retired employees in Delhi/NCR. 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 may apply for the contract in the prescribed form ([Annex-I](#)). The Tender document can be downloaded from the RBI website 'www.rbi.org.in' and 'www.mstcecommerce.com'. Any amendment / corrigendum / clarification with respect to this tender shall be uploaded on the website /MSTC e-portal only. 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 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 under the Drugs and Cosmetics Act and Rules made thereunder and no cases should be pending against it under the Drugs and Cosmetics Act and Rules or under the Drugs (Prices Control) Order, 1995 or Drugs (Prices Control) Order, 2013 or other Orders issued from time to time.

(c) The Chemist should have an annual minimum turnover of ₹ 1 Crore for the last three financial years.

(d) The Chemist should agree to supply all the medicines, at the doorstep of the retired/serving employees in Delhi/NCR, 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 invocation of the Performance Guarantee and forfeiture of the proceeds of the Performance Guarantee.

(e) The Chemist should not have been debarred/black-listed by any Govt./Semi-Govt. /Public Sector organization.

(f) GST Registration certificate and PAN should be available with the Chemist.

(g) The Chemist should have a computerized billing system on A4 size paper.

II. Terms and Conditions

1. Scope of work

i) The Bank will issue a 'Request for Quotation' (RFQ) for supply of medicines from the empaneled Chemists once every year based on expected procurements during the year. The Bank will invite quotation through e-tendering on MSTC portal. The empaneled Chemists will have to enroll themselves on MSTC portal to participate in the quotation. The Bank will enter into an annual purchase contract with Chemist who offer the highest uniform discount. The Chemists will deliver/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 Bank.

ii) The Bank reserves the right to accept any or reject any or all the offers that it may receive without giving any reasons.

2. Pricing

In response to the 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 manufacturers. Under no circumstances should any information related to financial bid be mentioned in the documents

related to technical bid. During the scrutiny of technical bids, if it appears that the Chemist has intentionally stated the information related to financial bid directly / indirectly, the application by the Chemist will be rejected and treated as null and void.

It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the Chemist. The Chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to any place specified by the Bank. The Bank will only pay the labeled MRP minus discount allowed thereon. The quoted offer shall remain valid for the entire duration of the contract.

3. Performance Bank Guarantee

i) On entering into an annual purchase contract with the Bank, as specified above, the Chemist will have to furnish a Performance Bank Guarantee for ₹ **10,00,000/- (Rupees Ten Lakh only)**, valid for 15 months issued by the Scheduled Bank. No claim shall be made against the Bank (The Regional Director, Reserve Bank of India, New Delhi) in respect of interest, if any, due on Performance Bank Guarantee.

ii) The Performance Bank Guarantee is liable to be invoked by the Bank and the proceeds of invoked Performance Bank Guarantee shall be liable to be forfeited by the Bank 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 Bank Guarantee 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
- e) Discrepancy in billing

4. Period of Contract

- a) The period of empanelment shall normally be for a period of three years, however it will be subject to review by the Bank.
- b) In respect of the annual purchase contract, supply orders will be placed against the contract upto 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 have expired on the date of supply of medicines.

5. Documents establishing eligibility (To be uploaded on MSTC)

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 the Chemist has not been convicted of any offence under the Drugs and Cosmetics Act and Rules made thereunder and no 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, 1995 or Drugs (Price Control) Order, 2013 or other Orders issued from time to time. An affidavit to the affect duly notarized is acceptable in lieu thereof.
- c) Copies of the 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-II](#).
- e) Copy of GST registration certificate.
- f) Copy of PAN allotted to the Chemist.

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

6. Procedure for application

All pages of this document must be signed with seal at the bottom and uploaded on MSTC portal with duly filled in application form attaching all specified documents. Eligible Chemists may submit applications on MSTC portal from January 12, 2023 to February 08, 2023.

The Chemist will be responsible to ensure that his application is submitted on or before the due date and time. The Bank will not be responsible for non-receipt of application within the

specified date and time due to any reasons. **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

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, Reserve Bank of India, New Delhi 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 empanelment

The bank will communicate acceptance/rejection of the application via e-mail/letter.

9. Indent for and delivery of supplies

a) On receipt of indent for supply from the Bank, the delivery of supplies in full shall be made at the residence of the retired/serving employee of the Bank to which the indent pertains, as soon as possible but within **48-72 hours**.

b) The Chemist will be required to take proof of delivery for each indent from the recipient (retired/serving employee of the Bank) with date and time of delivery mentioned. The Bank has right to call for such proof of delivery at any time during the contract period.

c) In case of indent for specific brands of medicines, the brand shall not be substituted.

d) 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. Medicines supplied with loose/damaged packing will not be accepted.

e) 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.

f) The Chemist will indicate batch number, name of manufacturer, date of expiry, quantity, discount etc. in the invoices to be submitted for payment.

10. Presentation of bills

a) The Chemist shall present the bill to the office for the supplies made. The bill should be in A4 size paper clearly indicating the details of the supplies made such as name of the item, quantity, rate, discount, amount, name of manufacturer, batch number, date of manufacture and expiry date, indent no. with date etc. and any other information required by the Bank.

b) The bill shall be supported by the indent along with the indent/credit slip duly signed by the authorized official of the Bank in charge of the dispensary, with date, seal of the dispensary.

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 presented, will normally be arranged within 30 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 payment shall be made through NEFT.

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 the 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) discrepancy/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 it has engaged in corrupt and fraudulent practices.

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

13. Sexual Harassment at Workplace

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

14. 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 the 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.

15. 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 omitted 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 omitted to be done in the execution of this contract. The Chemist will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Chemist's negligence. The Chemist will pay all indemnities arising from such incidents without any extra cost to the Bank and will not hold the Bank responsible or obligated. The Bank may, at its discretion and entirely at the cost of the Chemist defend such suit, either jointly with the Chemist or single in case the latter chooses not to defend the case.

16. 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 Chemist in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Regional Director, Reserve Bank of India, New Delhi who shall give written award of his decision to the Chemist, The decision of the Regional Director will be final and binding.

**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
6, SANSAD MARG, NEW DELHI-110001**

**APPLICATION FORM FOR EMPANELMENT OF CHEMISTS FOR HOME
DELIVERY OF DRUGS AND 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 Number	
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 licence(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 on A4 size paper	
15	Agreement to best prices norm (refer to para 14)	
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 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 with seal

Name:

Designation:

Date:

Note: Applications complete in all respects in the above format may be submitted through www.mstcecommerce.com.

For queries, kindly contact / write to us at – Medical Section – Abhijeet Ashtekar (011-23452285 / aaashtekar@rbi.org.in)

Parimal Kishore Chaudhary (011-23452281/ pkchaudhary@rbi.org.in)

Banker's Certificate

TO

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

Bankers' Certificate from a Scheduled Bank

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

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 and designation

For the Bank

Note:

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



**RESERVE BANK OF INDIA
HRMD (Central Establishment Section)**

REQUEST FOR QUOTATION (RFQ)

Last Date of Tender Submission	February 08, 2023 5:00 PM
Date of Opening of Tender (Part-I)-Technical	February 09, 2023, 3:00 PM
Date of Opening of Tender (Part-II)-Financial	To be informed to all eligible bidders in due course

January 12, 2023

HOME DELIVERY OF DRUGS & MEDICINES IN DELHI / NCR

Madam/Sir,

Please refer to the Request for Empanelment (RFE) document on the captioned subject.

2. The Bank is interested to enter into a Contract (the Contract) for Home Delivery of medicines at the doorstep of our serving/retired employees in Delhi/NCR for a period of 12 (Twelve) months i.e. April 01, 2023 to March 31, 2024. The expected tentative procurement would be ₹ **2,50,00,000/- (Rupees Two Crore Fifty Lakh Only)**. You are requested to submit your best uniform discount rate for the tentative purchase of medicines. The offer (uniform discount rate on MRP of medicines in %) should be uploaded on MSTC website (www.mstcecommerce.com/eprochome/rbi) in the requisite format.

Scope of Work and Terms and Conditions

In addition to this document, terms and conditions as specified in our Request for Empanelment Document and agreed by you shall also apply.

1) Earnest Money Deposit (EMD) of ₹ 5,00,000/- (Rupees Five Lakh Only) in favour of Reserve Bank of India, New Delhi, IFSC code – RBIS0NDPA01 and to be credited to account no.186004001. Bids without EMD will not be considered and shall be rejected. EMD of unsuccessful bidders will be returned without interest within **15 days** from the date of awarding the Pro-Rata contract to successful bidder. The EMD of successful bidder(s) will be returned without interest soon after receipt of Performance Bank Guarantee. EMD of the successful bidders not honouring their commitment/quotations/execute agreement may be forfeited at the discretion of the Regional Director, Reserve Bank of India, New Delhi, who is not bound to assign any reasons for his action.

2) On entering into a purchase contract with the Bank, as specified above, the successful bidder (hereinafter referred to as “Supplier”) will have to furnish a **Performance Bank Guarantee (PBG) for ₹10,00,000/- (Rupees Ten Lakh only)**, by March 31, 2023, valid **up to June 30, 2024** issued by the 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.

3) The delivery of medicines in full will be made by the Supplier within 48-72 hours at the place specified in the respective Purchase Order (PO).

4) Supply of medicines are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/drug in the P.O.

5) 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.

6) The bills should clearly indicate the details of the supplies made day- wise, such as name of the item, name of manufacturer, batch number, date of manufacture and expiry date,

prescription slip no. with date, rate, discount as per contract etc. and any other information required by the Bank. The bill shall be supported by copy of the purchase order.

7) The Performance Bank Guarantee shall be liable to be invoked by the Bank and proceeds of invoked Performance Bank Guarantee shall be liable to be forfeited by the Bank if the medicines supplied by the Supplier against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality. The Performance Bank Guarantee is also liable to be invoked if the Supplier:

- a) Fails to adhere to the terms of the Contract or
- b) Supplies any sub-standard, spurious drugs or substitute medicines.
- c) Delays in supply of medicines.
- d) Over Charging
- e) Discrepancy in billing

The Supplier shall not stop the supplies of the medicines/drugs without giving 30 days' notice.

8) The Bank may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or part, 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,
- (iv) in case it is found that any particular medicine's date is expired or is near the date of expiry,
- (v) in case the shelf life of medicines supplied have passed more than half of its shelf life at the time of supply.
- (vi) if the Supplier fails to perform any other obligation(s) under the contract,
- (vii) in the judgement of the Bank it has engaged in corrupt and fraudulent practices.

9) The Bank reserves the right to enter into the Contract with any number of chemists. The Bank also reserves the right to allocate, reallocate the dispensaries, existing and new ones that may be set up during the Currency of the contract. The Bank also reserves the right to decide which supplier shall normally serve which dispensary. Without prejudice to the right, emergency purchases can be preferred from any of the empanelled supplier irrespective of such allotment of dispensary to each Supplier for purchase of normal supplies.

10). STAMPING ON MEDICINES

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.

11) a) Sufficient stock of standard quality of medicines at all times will have to be maintained by the Supplier to avoid inconvenience to the Bank’s beneficiaries.

b) In case of failure or refusal on Supplier’s part to supply the medicines to the Bank’s beneficiaries within the time as provided in the respective PO, the contract is liable to be terminated/cancelled at Supplier’s risk and cost. Any extra cost in arranging supply from alternative source will be recovered from the Supplier. It is in addition to and without prejudice to the deduction in clause 16 and 17 below.

12) The medicines/drugs to be supplied shall be of standard quality. In case it is found that any particular medicine’s date is expired or near the date of expiry, found not of standard quality, substandard or spurious, Supplier shall be liable to be debarred for a period of 3 years besides other legal action that may be initiated.

13) Indented medicines for the Bank’s beneficiaries shall be supplied in proper packing by the Supplier.

14) The Bank will enter into a Contract (the Contract) with the chemist who offer the highest uniform discount (“Supplier”). The Supplier will deliver/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 Bank.

ii) The Contract will be valid up to March 31, 2024 and the uniform discount quoted by you shall remain firm and valid for the period.

iii) 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.

15) Under no circumstance will a request for alteration in the discount rate be accepted/ considered during the tenure of the Contract.

16) Time is the essence of the Contract. The Supplier has to make home delivery of medicines within 48-72 hours from the receipt of purchase order. In the event of non-supply of indented medicines in time as aforesaid ₹ **1000/- (Rupees One Thousand only)** will be deducted from the bill of the Supplier for each day or part thereof of delay in respect of each shipment.

17) In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then Supplier will be penalized ₹ **1000/- (Rupees One thousand only)** for each such default.

18) It should be noted that liability to pay duties, levies or taxes leviable under the relevant law would be that of 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 will only pay the labelled MRP less discount allowed thereon as per the offer.

19) Quotation (Bids) received without EMD will be summarily rejected. Any conditional quotation/offers will not be accepted.

20) The quotation should be uploaded on MSTC website by the due date and time. Quotations will be opened on due date and time as specified in this document.

21) Fall Clause: If the Supplier offers a higher discount or sells or even offers to sell medicines with the conditions of sale similar to those of the Bank's contract, to any 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, are also to 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.

22) Fulfilling the above terms & conditions and offering the highest discount does not necessarily mean qualifying for the award of the Contract.

23) 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 employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Supplier and the Supplier shall ensure appropriate action under the said Act in respect to the complaint”. Any complaint of sexual harassment from any aggrieved employee of the supplier against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the supplier, for instance any monetary relief to Bank’s employee, if sexual harassment by the employee of the supplier is proved by the Committee. The supplier shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

24) The Regional Director, Reserve Bank of India, New Delhi reserves the right to accept any or reject any or all the offers received without assigning any reason thereof. The Regional Director also reserves the right to relax or alter any clauses mentioned in this document as seem appropriate to him in interest of the Bank.

25) 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.

26) Force Majeure: 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.

III) PAYMENT

27) The Supplier shall claim payments in a lot of 50 invoices. Payment of the bills presented will normally be arranged in **30 working days** from the date of presentation of the 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. The payment will be through NEFT for which the Supplier would be required to give requisite bank details.

IV) INDEMNITY

28) The Supplier shall indemnify the Bank against actions, suits, claims and demands brought or made against it in respect of anything done or omitted to be done by the Supplier 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 Supplier for anything done or omitted to be done in the execution of the contract. The Supplier will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents without any extra cost to the Bank and will not hold the Bank responsible or obligated. The Bank may, at its discretion and entirely at the cost of the Supplier defend such suit, either jointly with the supplier or single in case the latter chooses not to defend the case.

V) ARBITRATION

29) The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. All disputes and differences of any kind, in connection with or arising out of the contract, whether during the contract period or after completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to the sole arbitrator i.e. Regional Director, Reserve Bank of India, New Delhi and his decision, in writing, shall be final and binding on the Supplier. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be New Delhi only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only. The award passed by the Arbitrator shall be final and binding on the both the parties.

X-----X

ANNUAL CONTRACT

THIS AGREEMENT made on the -----day of -----2023 between the Reserve Bank of India, having its Regional Office at New Delhi and acting through its authorized official Shri (Hereinafter called 'the Bank' which expression shall, where the context so admits include its Successors and Assigns) of the ONE PART

AND

_____ having its registered office at _____ and acting through its authorized official Shri _____ (hereinafter called the 'Supplier' which expression shall, where the context so admits include its Successors and Assigns) of the SECOND PART.

WHEREAS the Bank is desirous of Home Delivery of drugs and medicines in Delhi/NCR on a discounted price and has accepted a bid by the Supplier for the supply of those goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and Conditions of Contract referred to.
2. The Bank appoints the Supplier for the purpose of Home Delivery of Drugs and Medicines to its Serving/Retired employees of the Bank in Delhi/NCR for a period of twelve months commencing from April 01, 2023 upto March 31, 2024. This contract is for a period of twelve months commencing from April 01, 2023 upto March 31, 2024. 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.
3. That Request for Empanelment (RFE) document dated January 12, 2023, the Request for Quotation (RFQ) document dated January 12, 2023 and the Bank's Notification of Award which is annexed to this Agreement, as Annexure A, Annexure B and Annexure C respectively, shall form part and parcel of this Agreement and integral part of this Agreement. The Supplier shall comply with all the terms and conditions of the above-mentioned documents contained which are part and parcel of this Agreement and forms integral part of this Agreement and also the following:

4. 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.
5. The Supplier covenants to maintain stock of standard quality of medicines at all times to avoid inconvenience to the Bank's beneficiaries. In case of failure or refusal on Supplier's part to supply the medicines to the employees/retirees of the Bank within the time as provided in the respective Purchase Order, the contract is liable to be terminated/cancelled at Supplier's risk and cost. Any extra cost in arranging supply from alternative source shall be recovered from the Supplier.
6. The Supplier covenants to supply medicines/drugs of standard quality. In case it is found that any particular medicine's date is expired or near the date of expiry, found not of standard quality, substandard or spurious, Supplier's firm shall be liable to be debarred for a period of 3 years besides other legal action that may be initiated. In case the Supplier fails to supply indented drugs /medicines, the Bank shall be entitled to procure the same from another chemist and the supplier shall be liable to reimburse in full the price paid by the Bank.
7. The Supplier covenants to supply indented medicines for the beneficiaries in proper packing.
8. The Supplier shall furnish a **Performance Bank Guarantee (PBG)** as applicable to him as per the RFQ document, by **March 31, 2023**, valid for 15 months issued by the 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.
9. 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 offer. The Bank will also deduct applicable TDS on GST and Income Tax.
10. That the Supplier shall be 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, costs etc. suffered/incurred to be suffered by the Supplier or third party as the case may be.

11. 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.

12. 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.

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

13. The Supplier shall indemnify the Bank against actions, suits, claims and demands brought or made against it in respect of anything done or omitted to be done by the supplier 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 supplier for anything done or omitted to be done in the execution of the contract. The supplier shall abide by the job safety measures prevalent in India and shall free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the supplier's negligence. The supplier shall pay all indemnities arising from such incidents without any extra cost to the Bank and shall not hold the Bank responsible or obligated. The Bank may, at its discretion and entirely at the cost of the supplier defend such suit, either jointly with the supplier or single in case the latter chooses not to defend the case.

14. All disputes and differences of any kind under the Agreement shall be referred to the sole arbitrator i.e. Regional Director, Reserve Bank of India, New Delhi and his decision, in writing, shall be final and binding on the Supplier. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be New Delhi only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only. The award passed by the Arbitrator shall be final and binding on both the parties

For and on behalf of

The Bank

Sign : _____

Name :

Title :

For and on behalf of

Supplier

Sign : _____

Name :

Title :

PERFORMANCE BANK GUARANTEE FORM

(For an amount of ₹ 10,00,000/-)

To,

The Regional Director
Reserve Bank of India
6, Parliament Street
New Delhi - 110001

WHEREAS (hereinafter called 'Supplier') has undertaken, Contract No.dated.....(hereinafter called 'Contract') for 'Home Delivery of Drugs and Medicines in Delhi/NCR' in pursuance of Request for Empanelment (RFE) Document dated January 12, 2023 and Request for Quotation (RFQ) document dated January 12, 2023 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 Supplier has to submit a performance bank guarantee by a scheduled bank for entering into a contract.

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

AND WHEREAS we have agreed to give guarantee for the Supplier.

THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of ₹ 10,00,000/- (Rupees Ten Lakh only) and we undertake to pay the Bank, upon your first written demand declaring the supplier to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

2. A letter from the Bank that the Supplier 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 the Bank shall be the sole judge as to whether the Supplier is in default in due and faithful performance of its obligations under the contract and the Bank's decision that he is in default shall be final and binding on us notwithstanding any differences between the Bank and Supplier or any disputes between the Bank and him pending before an Arbitrator or any other court or tribunal or authority.

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

4. The Bank 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 the exercise of any of our rights or enforce or forbear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

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

6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at 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 proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of the Bank's officers that the envelope was so posted shall be conclusive.

7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 15 (Fifteen) months i.e., up to June 30, 2024 or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2023 at

SIGNED, SEALED AND D
ELIVERED

For and on behalf of

By:

(Signature)

(Name)

(Designation)

(Address)