



# **RESERVE BANK OF INDIA**

HRMD (Central Establishment Section)

New Delhi Regional Office

## **PROCUREMENT OF BULK MEDICINES IN BANK'S DISPENSARIES IN NEW DELHI**



## Notice Inviting Tender (NIT)

### **Empanelment of Vendors for Procurement of Bulk Medicines in Bank's Dispensaries in New Delhi : April 2023 – March 2026**

Reserve Bank of India, New Delhi (hereinafter called “the Bank”), invites e-tenders under Two – Bid system (Technical & Financial Bid) for empanelment and contract for ‘Procurement of Bulk Medicines in Bank’s Dispensaries in New Delhi’. The panel is expected to remain operational for a period of three years subject to satisfactory performance. The Bank invites applications from such Vendors who are interested in inclusion in the panel. Vendors, 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 PM. The tenderers shall remit refundable EMD of ₹5,20,000/-. The technical bids will be opened electronically on February 09, 2023, 11 AM. In the event of tender opening date indicated above being declared a holiday, tender shall be opened on the next working day. Date and time of opening of Financial bid shall be informed to all eligible bidders in due course.

3. The Tender documents can be downloaded from the RBI website [www.rbi.org.in](http://www.rbi.org.in) and [www.mstcecommerce.com](http://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.

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### SCHEDULE OF TENDER (SOT)

a. e-Tender no	<b>RBI/New Delhi/HRMD/63/22-23/ET/541</b>	
b. e-Tender name	Procurement of Bulk Medicines in Bank's Dispensaries in New Delhi.	
c. Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II – Financial Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )	
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 11:00 AM on January 20, 2023	
f. Approximate cost of annual procurement	₹ 2,60,00,000/- (Rupees Two Crore Sixty Lakh only)	
g. Earnest Money Deposit (EMD)	₹ 5,20,000/-(Rupees Five Lakh Twenty Thousand only being <b>2% of the total contract value shall be</b> deposited by each bidder) in the form of NEFT	
	Beneficiary account no.	<b>186004001</b>
	IFSC	<b>RBIS0NDPA01</b> (0 is Zero at both places)
	Beneficiary name:	<b>Reserve Bank of India, New Delhi</b>
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 <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	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/time/venue of opening of Tender Part I	February 09, 2023, 11:00 AM
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 Chemist/applicant. 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.  <b>Please do not transfer the transaction fee to the Reserve Bank of India, New Delhi</b>

### **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. Vendor 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](https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp)

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://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: <a href="mailto:sdsharma@mstcindia.co.in">sdsharma@mstcindia.co.in</a>	2) Ms. Archana Juneja (DM) Mobile No.: 9990673698 Landline No.: 011-23213945 Email: <a href="mailto:archana@mstcindia.co.in">archana@mstcindia.co.in</a>
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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](mailto: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](mailto: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, Vendors may refer to the **Vendor Guide** and **FAQ** available at [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome)

**C) Process of E-tender:**

1. The Technical Bid and the Financial Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome](http://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](http://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](http://www.mstcecommerce.com/eprochome) to familiarize with the system before bidding.



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

**January 12, 2023**

**REQUEST FOR EMPANELMENT (RFE) FOR SUPPLIERS / STOCKISTS / CHEMISTS FOR SUPPLY OF DRUGS & MEDICINES TO THE DISPENSARIES OF RESERVE BANK OF INDIA IN NEW DELHI : APRIL 2023 – MARCH 2026**

Reserve Bank of India (hereinafter referred to as '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 various dispensaries at Delhi. 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](http://www.rbi.org.in) and [www.mstcecommerce.com](http://www.mstcecommerce.com). Any amendment / corrigendum / clarification with respect to this tender shall be uploaded on Bank's 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.

**1. 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 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 ₹ 1,30,00,000/- (Rupees One Crore Thirty lakhs only) for the last three financial 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 all 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 invocation of the Performance Guarantee and forfeiture of the proceeds of the Performance Guarantee.
- f) The Chemist should not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization/ statutory bodies.
- g) The shop/ establishment of the chemist should be situated in Delhi where empanelment is being sought.
- h) GST registration certificate should be available with the Chemist.
- i) The Chemist should have a computerized billing system.
- j) The Chemist should not have been served the notice of termination of contract by the Bank on the basis of non-performance.

## **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 every year with an indicative list specifying broad requirements of medicines expected during the year. This RFQ will be floated on MSTC portal for e-procurement (online only). It is necessary for empaneled vendors to register themselves with MSTC portal. The Bank will enter into an annual purchase contract with one or more chemists who offer the same highest uniform discount. The Chemists will supply the medicines /drugs

after deducting agreed discount on MRP 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 to which the Chemist is attached during the year. 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.

## **2. Pricing**

In response to the Bank's RFQ, the Chemist should quote uniform discount on retail price (MRP) 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. 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 overheads & expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to any place specified by the Bank. The Chemist will also have to bear MSTC portal charges for participation in bidding process at the time of RFQ. The Bank will only pay the labeled MRP minus agreed discount allowed thereon. The quoted offer shall remain valid for the entire duration of the contract.

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.

## **3. Performance Bank Guarantee**

On entering into an annual purchase contract with the Bank, as specified above, the Chemist will have to furnish a Performance Bank Guarantee for ₹ 26,00,000/- (rupees Twenty Six 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.

The Performance Bank Guarantee should remain valid upto three months beyond the validity period of the contract.

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:

- 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**

The period of empanelment shall be for a period of three years subject to satisfactory performance. In respect of the annual purchase contract, supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may 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 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-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.

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**

Applications received after the due date and time or incomplete in any respect or not accompanied with the requisite documents establishing eligibility 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, 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 acceptance**

The Regional Director, Reserve Bank of India, New Delhi will communicate acceptance/rejection of the application by a letter/e-mail.

## **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 premises of the Bank's dispensary to which the indent pertains, during the working hours of the dispensary as soon as possible but not later than seven days.
- b) In case of indent for specific brands of medicines, the brand shall not be substituted. In other cases, medicines conforming to Schedule M specifications of the Central Drug Standard Control Organisation 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 indents at the time of supplying the medicine / 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 the 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 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 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 presented, will normally be arranged within 15 working days from the date of presentation of the bill (due submission of all documents). 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 has to be through NEFT for which Chemist should give requisite bank details.

## **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) 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 chemist 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.
  
- 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, as the case may be. The Bank may stop payments due or recover the cost of such supplies from the amounts due to the Chemist. This shall be without prejudice to such other action the Bank may take against the Chemist under the terms of the contract.
  
- f) The Chemist 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 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 work place and related issues.

### **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 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.

#### **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 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.

#### **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 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, Reserve Bank of India, New Delhi shall be final and binding.

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

**APPLICATION FORM FOR EMPANELMENT OF CHEMISTS FOR SUPPLY 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 license 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 under the Drugs and Cosmetics Act and Rules made thereunder 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 the billing system is computerized	
14	Agreement to best prices norm (refer to para 13)	
15	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	
16	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

Name:

Designation:

Date:

Note: Applications complete in all respects in the above format may be submitted through [www.mstcecommerce.com](http://www.mstcecommerce.com).

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

Parimal Kishore Chaudhary\_(011-23452281/ [pkchaudhary@rbi.org.in](mailto:pkchaudhary@rbi.org.in))

**PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE**

(can be filled and printed separately)

1. Name and address of the client:
2. Details of works executed by Shri ./ M/s. -----  
(name of the chemist)
  - a) Name of work with brief particulars:
  - b) Agreement No. and date:
  - c) Agreement amount:  
(Approximates are also acceptable)
3. Details of penalties levied (indicate amount) if any for non performance or non adherence to terms:
4. Name, address, telephone number and e-mail ID of the authority under whom supply executed  
  
Name & Designation:  
  
Telephone No.:  
  
E-mail :
5. Comments on the capabilities of the chemist:
  - a) Technical proficiency
  - b) Financial soundness
  - c) Adherence to timeliness
  - d) Quality of work
  - e) General behavior

The undersigned is competent to issue this certificate.

“Countersigned”

Signature of the Reporting Officer  
with office seal

Name and designation

Contact Number

**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 up to a limit of ₹ ----- (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 and designation

For the Bank

Note:

1. Banker's certificate should be on 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.



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

**REQUEST FOR QUOTATION (RFQ)**

<b>Last Date of Tender Submission</b>	<b>February 08, 2023 5 PM</b>
<b>Date of Opening of Tender (Part-I)- Technical</b>	<b>February 09, 2023 11 AM</b>
<b>Date of Opening of Tender (Part-II)- Financial</b>	<b>To be informed to all eligible bidders in due course</b>

**January 12, 2023**

**REQUEST FOR QUOTATION (RFQ) FOR SUPPLY OF MEDICINES IN BANK'S  
DISPENSARIES**

Madam/Sir,

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

2. The Bank is interested to enter into Annual Contract for the period from April 01, 2023 to March 31, 2024 for supply of various medicines and drugs (as annexed below) costing ₹ 2,60,00,000/- (Rupees Two Crore Sixty Lakh only) approximately. You are requested to submit your best uniform discount rate in percentage terms for the tentative annual purchase of items as per list enclosed (annex). You are also required to upload a declaration as per the format in **Form-I**. The offer (uniform discount rate on MRP of medicines in %) should be uploaded on MSTC website ([www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)) in the requisite format.



Sr No.	Description of Item	Approx. Quantity
1	Names of special medicines, drugs and names of ordinary medicines	As per enclosed list

Please note that the list is tentative only and is likely to be changed as per requirement of the Reserve Bank of India, New Delhi.

### **Terms & Conditions –**

Terms and conditions as specified in our Request for Empanelment Document and agreed by you shall apply. Special conditions as indicated in **Form-II** shall also be applicable.

**1. Earnest Money Deposit (EMD) of ₹ 5,20,000/- (Rupees Five Lakh Twenty Thousand 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 within **15 days** of awarding the Pro-Rata Contract to successful bidder. EMD of the bidders not honouring their commitment / quotations 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.** The successful bidder has to submit a Performance Bank Guarantee (PBG) from a scheduled bank of **₹ 26,00,000/- (Rupees Twenty Six Lakh Only)** in favour of the **Reserve Bank of India, New Delhi and valid for a period of three months beyond the validity of Contract**, by March 31, 2023. The EMD submitted along with the bid by the successful bidder will be returned soon after receipt of PBG. The format of PBG is given in **Form-II**.

**3.** The successful bidder will enter into a Contract for the period April 01, 2023 to March 31, 2024 with the Bank as per format in **Form-III**.

**4.** Under no circumstance will a request for alteration in the discount rate be accepted / considered. Time is the essence of the contract. The successful bidder which has entered into the contract with the Bank (hereinafter referred to as “Supplier”) has to make delivery at the Bank’s specified dispensary as per the delivery schedule given in each Purchase Order.

**5.** It should be noted that liability to pay any duties, levies or taxes leviable under the 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 of 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. The Bank will also deduct applicable TDS on GST and Income Tax.

**6.** Quotation (Bids) received without Earnest Money Deposit will be summarily rejected. Any conditional quotation / offers will not be accepted.

- 7.** The quotation (uniform discount rate on MRP of medicines in %) 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.
- 8.** Fall Clause: If the Supplier 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, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 days (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.
- 9.** Fulfilling the above terms & conditions and offering the highest discount rate in percentage does not necessarily mean qualifying for the award of the Contract.
- 10.** The Bank reserves the right to accept any or reject any or all the offers received without assigning any reason thereof. The Bank also reserves the right to relax or alter any clauses mentioned in this document as seem appropriate to him in interest of the Bank.
- 11.** The Bank reserves the right to terminate the Annual 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.

## FORM- I

### **SCOPE OF WORK AND TERMS AND CONDITIONS**

#### **1. DELIVERY OF SUPPLIES**

The delivery of supplies in full will be made within the time and place specified in the respective Purchase Order (PO).

#### **2. NON-SUBSTITUTION / CONFIRMATION WITH SCHEDULE M**

In case of indent for specific brand of medicines, the brand shall not be substituted, in all other cases, medicines conforming to schedule M specifications only shall be supplied.

#### **3. PACKED SUPPLIES**

Supplies 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. One medicine should be packed in one box along with label affixed on each box indicating there in the name of the medicine and quantity. It should be noted that not more than 4-5 medicines to be packed in a single box.

#### **4. AUTHORITY SLIP**

In case an Authorised Official of the Bank or the Bank's Medical Consultant in charge of the Dispensary concerned gives any 'By Hand" Authority Slip to a beneficiary, the medicines will be supplied immediately to the beneficiary for a period as mentioned in the slip.

#### **5. LIFE PERIOD OF MEDICINES SUPPLIED**

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. PRESENTATION OF BILLS**

(i) The bills should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch number, date of manufacture and expiry date, rate, GST, discount as per contract etc. and any other information required by the Bank.

(ii) The bill shall be supported by the original PO along with the certificate from the Bank's authorized official under his/her signature with date, seal of the office for receipt of the items indented.

Incomplete bills not accompanied by any of the particulars mentioned in (i) and (ii) above will not be entertained.

## **7. PERFORMANCE BANK GUARANTEE**

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 Supplier against the POs 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 forfeited if the Supplier:

- i) Fails to adhere to the terms of the Contract or
- ii) Supplies any sub-standard, spurious drugs or the substitute medicines.
- iii) Delay in supply of medicines
- iv) Over charges
- v) Discrepancy in billing

The Supplier should not stop the supplies of the medicines/drugs without giving 30 days (thirty days) notice.

## **8. DEDUCTION FOR DELAY / DEFAULT**

**8.1** In case of indent for specific brand of medicines, the same shall not be substituted without justifying non-availability of the indented medicine. If any such case is noticed during subsequent scrutiny after or before the payment, then Supplier will be penalized for ₹ 1000/- + cost of the specific brand of medicines for each such default.

**8.2** The delivery of supplies in full will be made within 7 (seven) days at the working hours of Bank's dispensary and at the premises of the dispensaries to which the supplies are indented. In the event of non-supply of indented medicines in time as aforesaid ₹ 1000/- will be deducted from the bill of the Supplier for each day or part thereof of delay in respect of each item.

## **9. 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.

## **10. TERMINATION FOR DEFAULT**

The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder 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.

## **11. RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS**

The Regional Director, Reserve Bank of India, New Delhi reserves the right to enter into annual contracts with any number of chemists. The Regional Director, Reserve Bank of India, New Delhi 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 Regional Director, Reserve Bank of India, New Delhi 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.

## **12. SUPPLY OF MEDICINES**

**12.1** 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.

**12.2** In case of failure or refusal on Supplier's part to supply the medicines to the Bank's Dispensaries 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 will be recovered from the Supplier. It is in addition and without prejudice to the deduction in clause 8 above and 12.4 below.

**12.3** The Supplier 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.

**12.4** The medicines /drugs to be supplied will 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's (Appointed Authorised Chemist) firm will 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 will be entitled to procure the same from other chemist and the Supplier will be liable to reimburse in full the price paid by the Bank. However, the Supplier will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.

### **13. INDEMNITY**

The bidder 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 bidder 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 bidder for anything done or omitted to be done in the execution of the contract. The bidder 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 bidder's negligence. The bidder 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 bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

### **14. PAYMENT**

The Supplier shall claim payments twice a month. Payment of the bills presented will normally be arranged in 15 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 has to be through NEFT for which the bidder should give requisite bank details.

### **15. Sexual Harassment**

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.

## 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 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 Regional Director, Reserve Bank of India, New Delhi who shall give written award of the decision to the Bidder. The decision of the Regional Director will be final and binding.

\* \* \* \* \*



**PERFORMANCE BANK GUARANTEE FORM**

(For an amount of ₹ 26,00,000/-)

To,

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

WHEREAS M/s \_\_\_\_\_ (hereinafter called 'Supplier') has undertaken, Annual Contract No. ----- dated -----2023 (hereinafter called 'Contract') for 'SUPPLY OF MEDICINES AT BANK'S DISPENSARIES' 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 ₹ 26,00,000/- (Rupees Twenty Six 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 Supplier 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 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 DELIVERED

For and on behalf of

By:

(Signature)

(Name)

(Designation)

(Address)

**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 .....(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 Sh. \_\_\_\_\_ (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 purchasing certain medicines, drugs etc. 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 this contract.
2. The Bank appoints the Supplier for the purchase of medicines and drugs for Bank's dispensaries as mentioned in RFQ document for a period commencing from April 01, 2023, to 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 Bank's dispensaries 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 other chemist and the Supplier shall be liable to reimburse in full the price paid by the Bank. However, the Supplier shall be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.

7. The Supplier covenants to supply indented medicines in proper packing.

8. The Supplier shall furnish a **Performance Bank Guarantee (PBG)** as applicable to it 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, Reserve Bank of India, 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 etc. in connection with supply to any place specified by the Bank. The Bank shall only pay the labelled MRP less uniform discount rate

offered in percentage allowed thereon as per the offer. The Bank shall 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/ to be suffered/incurred by the Supplier or third party as the case may be.

**11.** The Bank reserves the right to terminate the Annual 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 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.** 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.

**15.** 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

Bank

Sign : \_\_\_\_\_

Name :

Title :

For and on behalf of

Sign : \_\_\_\_\_

Name :

Title :

\*\*\*\*\*

## Details of 6 RBI Dispensaries

Sr No	Name & Address of Dispensary	Other details
1	RBI Main Office Dispensary Ground floor, Reserve Bank of India, 6, Sansad Marg, New Delhi - 110011	Contact No – 011 2345 2577  Timing – Monday to Friday – 09:30 A.M. to 05:15 P.M.
2	RBI Sarojini Nagar Quarters Dispensary L 65/66, Reserve Bank Staff Quarters, Sarojini Nagar, New Delhi - 110023	Contact No – 011 2410 6952  Timing – Monday to Saturday – 03:30 P.M. to 08:30 P.M.
3	RBI R K Puram Quarters Dispensary RB 49, Reserve Bank Staff Quarters, Sector -6, R K Puram, New Delhi - 110022	Contact No – 011 2618 7138  Timing – Monday to Saturday – 03:00 P.M. to 08:00 P.M.
4	RBI Vasant Vihar Colony Dispensary M-5, Reserve Bank Flats, Poorvi Marg, Vasant Vihar New Delhi - 110057	Contact No – 011 2614 3913  Timing – Monday to Saturday – 06:45 P.M. to 09:15 P.M.
5	RBI Shalimar Bagh Quarters Dispensary 29/30 A, Reserve Bank Staff Quarters, Pocket – G, Block – B, Shalimar Bagh, New Delhi - 110052	Contact No – 011 2747 0503  Timing – Monday to Saturday – 03:30 P.M. to 08:30 P.M.
6	RBI Hauz Khas Officers' Colony,  A-01, August Kranti Marg Hauz Khas, New Delhi 110016	Contact No – 9289776526  Timing – Monday to Saturday – 02:45 P.M. to 05:15 P.M.



**Quotations for the year 2023-24 – Special Medicines (Approx. Quarterly)**

<b>Name of Medicine</b>	<b>Quantity</b>	<b>Make</b>
A TO Z	14500	ALKEM
AB PHYLLIN 100	300	SUN
ABZORB POWDER	358	SUN
ADD TEARS E/D 10 ML	510	CIPLA
ALEX S FREE 100 ML	600	GLENMARK
ALLEGRA 120	2950	SANOFI
ALLEGRA 180 MG	350	SANOFI
ALLEGRA M	1000	SANOFI
ALORTI M	1000	MOHRISH
ALZOLAM 0.25 MG	2500	SUN
ALZOLAM 0.5 MG	300	SUN
AMDEPIN 2.5 MG	4050	CADILA
AMDEPIN 5 MG	8600	CADILA
AMLOPRESS 5	300	CIPLA
AMLOPRESS AT	1800	CIPLA
AMLOPRESS AT 25	300	CIPLA
AMLOPRESS AT 5/25 MG	420	CADILA
AMLOPRESS AT 5/50 MG	7100	CIPLA
AMLOPRESS AT 50	1260	CIPLA
ANGISPAN TR 2.5 MG	1500	SIDMAK LAB
ANNOVATE OINTMENT	100	USV
AQUAZIDE 12.5 MG	1400	SUN
ARISTOGYL 400 MG	750	ARISTO
ARKAMIN	360	UNICHEM
ASTHALIN INHALER	16	CIPLA
ATAREX 25 MG	105	DR REDDY'S
ATEN 50	140	ZYDUS
ATIVAN 1 MG	300	WYETH
ATORLIP 20 MG	2100	CIPLA
AUGMENTIN 625 MG	2850	GSK
AUTRIN	1800	WYETH
AZEE 500 MG	1875	CIPLA
AZEE SYP	5	CIPLA
BANDY PLUS TAB	40	MANKIND
BECADEXMINE	20880	GSK
BECOSULE SYRUP	11	PFIZER
BENADRYL SYP 150 ML	407	J&J
BEOZEDEX S FREE	15	WOCKHARDT
BETADINE 20 GM	120	WIN MEDICARE
BETONOVATE GM	20	GSK

BETONOVATE N	150	GSK
BETONOVATE P	15	GSK
BROZEDEX S FREE 100ML	260	WOCKHARDT
BUDECORT RESPULES 0.5 MG	1560	CIPLA
CALCIKIND SACHET	150	MANKIND
CALPOL SYRUP 250 MG	40	GSK
CALPOL T TAB	1350	GLAXO
CALPOL TAB 500	1200	GSK
CANDID B CREAM	40	GLENMARK
CARDACE 2.5 MG	1800	SANOFI
CARDACE 5 MG	2460	SANOFI
CARDIVAS 3.125 MG	1000	SUN
CARDIVAS 6.25 MG	200	SUN
CCM	2000	GSK
CEFTAS 200	750	INTAS
CEFTUM 500 MG	60	MCLOEDS
CETZINE TAB	600	GSK
CHLOROMYCETIN EYE APPLICAPS	50	PFIZER
CHYMORAL FORTE	400	ELDER
CILAHART 10	1000	JB CHEMICAL
CILNY 10 MG	1450	INTAS
CILNY 5 MG	500	INTAS
CITRALKA SYRUP	5	PFIZER
CLOPIVAS 75 MG	600	CIPLA
COMBIFLAM	1710	AVENTIS
CONCOR 2.5 MG	1000	MERCK
CONCOR 5 MG	800	MERCK
CREMAFFIN LIQUID 200 ML	285	ABBOT
CREMALAX	330	ABBOT
CROCIN 500 MG	2500	GSK
CTD 12.5 MG	300	PFIZER
D3 SOL 60K SOLUTION	60	CIPLA
DEPLATT A75	3650	TORRENT
DERIPHYLLIN RETARD 150 MG	750	ZYDUS
DERIPHYLLIN RETARD 300 MG	480	ZYDUS
DEXORANGE CAP	8280	WYETH
DEXORANGE SYRUP	15	CIPLA
DIGENE GEL SYP	525	ABBOT
DIGENE TAB	3600	ABBOT
DILZEM 30	150	TORRENT
DISPRIN TAB	770	RECKIT BENCKISER
DOLO 650 MG	5070	MICRO
DOLOGEL CT GEL	84	DR. REDDY'S
DOM-DT	750	MOREPAN

DOXOFYL 400	600	F.I.
DOXY 100	500	CIPLA
DROTIN DS	375	WB
DULCOLAX	500	ZYDUS
DUOLIN RESP	1560	CIPLA
DYCERIN 50 MG	300	GLENMARK
DYCERIN GM	200	GLENMARK
DYNAGLIPT 20 MG	1350	MANKIND
DYNAGLIPT M	600	MANKIND
DYNAPAR	4	TROIKAA
DYTOR 10 MG	750	CIPLA
DYTOR 5MG	1125	CIPLA
ECOSPIRIN 150	1050	USV
ECOSPIRIN 75	9850	USV
ECOSPIRIN 75 MG	1750	USV
ECOSPIRIN 75MG	490	USV
ECOSPIRIN AV 75/10	8100	USV
ECOSPIRIN GOLD	450	USV
ELECTRAL POWDER	420	FDC
ELTROXIN 25 MCG	1320	GSK
ELTROXIN 75 MCG	2280	GSK
ENVAS 5 MG	360	CADILA
ENZOFLAM	450	ALKEM
ENZOFLAM	1000	ALKEM
EPTOIN 100	600	ABBOT
ETAZE AF	65	MORRISH
ETAZE PLAIN	25	MORR
ETOXIB 90 MG	2000	UNICHEM
EUGLIM 1 MG	450	ZYDUS
EUGLIM 2 MG	450	ZYDUS
EVION 400	7100	MERCK
FEBUGET 40	450	SUN
FEBUMAC 40 MG	6100	MACLEODS
FENTOIN-ER 100	480	SUN
FLAVEDON MR 35 MG	1940	SERDIA
FLEXON	150	ARISTO
FLEXON	750	ARISTO
FOLVITE 5 MG	4430	WYETH
FORXIGA 10	340	ASTRAZENCA
FUCIDIN	35	RANBAXY
GALVUS 50 MG	5100	NOVARTIS
GALVUS MET 50/500	12930	NOVARTIS
GALVUSMET 1 GM	990	NOVARTIS
GELUSIL SYRUP	40	PFIZER

GELUSIL TAB	600	PFIZER
GEMCAL 500	25150	ALKEM
GEN D3 1K	300	MECLEODS
GEN-D3 60K	6700	MECLEODS
GENTALENE PLUS	119	REXCIN PHARMA
GENTEAL E/D 10 ML	695	NOVARTIS
GLIMY 1 MG	2520	DRL
GLIMY 2 MG	5376	DRL
GLIMY M 2 MG	3600	DRL
GLIMY M1	5050	DRL
GLIMY M2	4850	DRL
GLIMY MV 2	2000	DRL
GLUCOMOL 0.5% E/D	33	ALLARGAN
GLYCIGON 80	900	ARISTO
GLYCIGON M	2450	ARISTO
GLYCIGON OD 60	2000	ARISTO
GLYCIPHAGE 1 GM	2300	FRANCO
GLYCIPHAGE 500 MG	3000	FRANCO
GLYCIPHAGE 850 MG	500	FRANCO
GLYCIPHAGE G1	1500	FRANCO
GLYCIPHAGE G2	3500	FRANCO
GLYCIPHAGE PG 2	4110	FRANCO
GLYCIPHAGE PG2	450	FRANCO
GLYCIPHAGE SR 1000	2000	FRANCO
GLYCIPHAGE SR 500	22800	FRANCO
GRILLINCTUS SYP 100 ML	40	F.I.
HAEM UP SYP 200 ML	10	CADILA
HATRIC - 3 TAB	200	ARISTO
HCQS 200	600	IPCA
HCQS 200	300	IPCA
HUMALOG 100	27	ELI LILLY
HUMALOG MIX 25	25	ELI LILLY
HUMALOG MIX 25/75	15	ELI LILLY
HUMALOG MIX 50	50	ELI LILLY
HUMINSULIN 30/70	165	ELI LILLY
I-KUL E/D	70	INTAS
IMDURE 30	300	ASTRA ZENECA
IMDURE 60	150	ASTRA ZENECA
JALRA 50	375	US VITAMINS
JALRA M (50+500)	750	US VITAMINS
JANUMET 1 GM	2400	GLENMARK
JANUMET 50/500 MG	8910	GLENMARK
JANUVIA 100	910	MSD
JANUVIA 50 MG	1400	MSD

JARDINANCE 10 MG	810	BOEHRINGER
JARDINANCE 25	580	BOEHRINGER
LANOXIN 0.25 MG	100	GSK
LANTUS	205	ABBOT
LASILATONE 50	450	AVENTIS
LASIX 40 MG	150	AVENTIS
LCZ 5	750	RAPROSS
LEVIPIL 500	300	SUN
LEVOFLOX 500	300	CIPLA
LEVOSIZ 5	1810	SYSTOPIC
LIGAND SYP 200 ML	75	ORN
LIMCEE 500 MG	7800	ABBOT
LIVOSIZ M	900	SYSTOPIC
LOCULA 20%	65	EAST INDIA
LOMOTIL 2 MG	500	RPG
LOOZ SYRUP	225	INTAS
LOPAMIDE	300	TORRENT
LOSAR 25 MG	750	UNICHEM
LOSAR 50 MG	1200	UNICHEM
LOSAR A	180	UNICHEM
LOSAR H	300	UNICHEM
MAXGALIN M 75	1405	SUN
ME 12	12300	SYSTOPIC
MEFTAL SPAS	1500	BLUE CROSS
MEFTAL SPAS	350	BLUE CROSS
MEGA-CV SYRUP	20	ARISTO
METOLAR 50	1800	CIPLA
METOLAR XR 25	6200	CIPLA
METOLAR XR 50	5195	CIPLA
MILFLOX 5 ML	40	UNIMED
MINIPRESS XL 2.5 MG	1710	PFIZER
MINIPRESS XL 5 MG	600	PFIZER
MOBIZOX	2250	RANBAXY
MONIT SR 30	330	INTAS
MOXICIP E/D	10	CIPLA
NASIVION N/D (P)	5	MERCK
NASIVION N/D A	51	MERCK
NASOCLEAR N/D 10 ML	5	NOVARTIS
NATRILIX SR	900	PFIZER
NEBICIP 2.5 MG	800	CIPLA
NEBICIP 5 MG	850	CIPLA
NEFROSAVE	2250	FOURTS
NEOSPORIN H OINT.	10	BW
NEUGABA 75	1200	SUN

NEUROBIN FORTE	33990	MERCK
NEXPRO 40 MG	200	TORRENT
NIKORAN 5	300	TORRENT
NORFLOX TZ	200	CIPLA
NOVIMIX 30 PENFIL	20	NOVO NORDISK
NOVORAPID PENFIL	40	NOVO NORDISK
NUROKIND D3	900	MANKIND
NUROKIND GOLD	3708	MANKIND
NUROKIND LC	3060	MANKIND
OCID 20 MG	4200	Z CADILA
OFLOX 200	100	REXCEL
OFLOX E/D	30	CIPLA
OFLOX OZ	3500	REXCEL
OLMETOR 20 MG	1200	MERCK
OLMETOR 40	300	MERCK
OLMETOR H 40 MG	450	MERCK
OLSERTAIN 20	660	DRL
OLSERTAIN H20	360	DRL
OMEZ 20	500	DRL
ORCERIN 50	1000	MCLOID
ORCERIN GM	6350	MCLOID
ORICITRAL SYP 100 ML	2	TTK
OTEK AC	15	FDC
OTEK AC	5	FDC
OXRA 10 MG	2600	SUN
PANTAKIND 40 MG	2100	MANKIND
PANTAKIND DSR	1800	MANKIND
PANTOCID 40 MG	16950	SUN
PANTOCID DSR	13950	SUN
PANTOCID IV	5	SUN
PERINORM INJ	4	SUN
PHENARGAN SYRUP	10	PIRAMAL
PHENUSULF E/D	5	SYNTHO
PIOSYS 15 MG	630	SYSTOPIC
PIRITONE CS SYRUP	40	GSK
PLAGRIL 75	900	DRL
PREDMET 5 MG	90	SUN
PROCTOSEDYL 20GM	5	SANOFI
PROLOMET XL 25 MG	2700	SUN
PROLOMET XL 50 MG	300	SUN
RABIKIND DSR	1200	MANKIND
RABIKIND PLUS	300	MANKIND
RABITOP 20	1000	ARISTO
RABITOP DSR	500	ARISTO

REPACE 25 MG	1000	SUN
RETYL 0.5	150	CIPLA
REYZODEG CARTRIDGES	10	NOVO NORDISK
RISOFOS 35	140	CIPLA
ROZAT 10 MG	8550	DRL
ROZAT 20 MG	270	DRL
ROZAT 5 MG	3400	DRL
ROZAT F (10/160) MG	900	DRL
S AMCARD 5 MG	1000	EMCURE
S NUMLO 2.5 MG	1450	EMCURE
S NUMLO 5 MG	450	EMCURE
S-AMCARD 2.5 MG	3000	SYSTOPIC
SANDOCAL 500 MG	4500	NOVARTIS
SEROFLO INHALER 250 MCG	652	CIPLA
SEROFLO R/C 500	180	CIPLA
SEROPLO 250 MCG	10	CIPLA
SILODAL 8 MG	2000	SUN
SILODAL D8	300	SUN
SILVEREX CREAM 20GM	50	REXCIN
SILVEREX CREAN	20	REXCIN
SOFRAMYCIN 30GM	120	AVENTIS
SOLIWAX E/D 10 ML	45	NULIFE
SORBITRATE 5 MG	300	PHC
STANLIP 145 MG	1650	RANBAXY
STATIX - F10	300	BIOCON
STATIX F	500	BIOCON
STEMETIL MD 5 MG	300	ABBOT
STORVAS 10 MG	16800	RANBAXY
STORVAS 20 MG	5400	RANBAXY
SUMO	960	ALKEM
SUPRACAL	22000	TORRENT
SURFAZ SN CREAM 10GM	50	WARDEX
SUSP BANDY TABLETS	20	MANKIND
SYNDOPA PLUS 125	500	SUN
SYSTAFLAM GEL 30 GM	220	SYSTOPIC
TAB BANDY	40	MANKIND
TBACT	60	GSK
TELEKAST L	2100	LUPIN
TELEKAST L	480	LUPIN
TELVAS 20 MG	4000	ARISTO
TELVAS 40 MG	19590	ARISTO
TELVAS 80 MG	300	ARISTO
TELVAS AM	8500	ARISTO
TELVAS H	4450	ARISTO

TETANUS TOXOID	40	BETT
THYRONORM 100 MG	4800	ABBOTT
THYRONORM 12.5 MG	6000	ABBOTT
THYRONORM 25 MG	14800	ABBOTT
THYRONORM 50 MG	13800	ABBOTT
THYRONORM 75 MG	9600	ABBOTT
TRAJENTA 5 MG	3490	BOEHRINGER
TRAJENTA DUO 2.5/500	180	BOEHRINGER
TUSQ LOSENGES	300	BLUE CROSS
TUSQ LOZENGES	240	BLUE CROSS
URIMAX 0.4	2300	CIPLA
URIMAX D	600	CIPLA
URIMAX F	300	CIPLA
VELTAM 0.4 MG	1500	INTAS
VELTAM F	1200	INTAS
VELTAM PLUS	1800	INTAS
VERTIN 16 MG	300	SOLVAY
VERTIN 8 MG	2250	SOLVAY
VERTIN 8MG	150	SOLVAY
VIZYLAC	4050	UNICHEM
VOLINI GEL 30 GM	920	RANBAXY
VOLIX 0.2	300	RANBAXY
VOLIX 0.3 MG	3600	RANBAXY
VOVERAN 50 MG	900	NOVARTIS
VOVERAN SR 100	900	NOVARTIS
VOVERON SR 100	1500	NOVARTIS
WIKORYL SYRUP	155	ALEMBIC
WYSOLONE 10 MG	120	WYETH
WYSOLONE 5	300	WYETH
ZEDEX SF SYRUP	30	WOCKHARDT
ZENTEL TAB	20	GSK
ZERODOL P	2200	IPCA
ZEVIT	3000	GSK
ZINCOVIT	2800	GSK
ZITAMET PLUS	900	GLENMARK
ZOCON 150	150	FDC
ZOLFRESH 5 MG	1020	ABBOT
ZYLORIC 100	3400	GSK
ZYNASE DP	500	RAPROSS
ZYTEE GEL	65	RAPTAKOS



**Quotations for the year 2023-24 – Ordinary Medical Items (Approx. Quarterly)**

<b>Name of Item</b>	<b>Quantity</b>
ACCUCHECK ACTIVE STRIPS	56
ACCUCHECK LANCELTS	6
Band Aid (Wash proof)	300
BANDAGES	28
BETADINE LOTION	2
Betadine Powder	5
BORAX GLYSERINE	2
COTTON WOOL	4
DETTOL LIQUID	2
Glucon D	15
Hand Sanitizer ( Bactorub)	6
Johnson Plaster	2
Mask N-95	80
Mask Triple Layer Ordinary	400
MICRO TAPE WITH DISPENSAR	6
SAVLON LIQUID	2
SCISSORS	2
SODA BICARB	2
SPIRIT SWAB	400
Surgical Mask	800
Thermometer Clinical/Digital	2
VASELINE WHITE	5
VOLINI SPRAY	2