



**RESERVE BANK OF INDIA
ESTABLISHMENT DEPARTMENT
THIRUVANANTHAPURAM**

**Supply of medicines at Bank's Dispensaries, Reserve Bank of India,
Thiruvananthapuram**

The tendering would be done through the e-tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/>). All the empanelled vendors may register themselves with MSTC through the above referred website to be able to participate in the tendering process.

The NIT Number and Schedule of the tender is given below:

a. NIT No.	RBI/Thiruvananthapuram/Others/7/18-19/ET/346
b. Name of Work	Supply of medicines at Bank's Dispensaries, Reserve Bank of India, Thiruvananthapuram
c. Estimate Amount	Rs. 1,20,00,000/-
d. Earnest Money Deposit	Successful bidder shall remit an amount equivalent to 2% of the quoted amount. i.e ₹ 2,40,000/-
e. Mode Of Tender	Closed Tenders
f. Pre Bid Meeting (Offline)	11:00 AM on May 14, 2019
g. Last date of submission of Tender	02:00 PM on May 28, 2019
h. Date & time of opening of Tender	03:00 PM on May 28, 2019
i. Web Site	https://www.mstcecommerce.com/
j. Transaction Fee	0.05% of Estimate Amount plus GST @ 18 % As mentioned in the MSTC portal through MSTC payment gateway /NEFT/RTGS in favour of MSTC Limited.



**RESERVE BANK OF INDIA
HRMD (Establishment Wing)
THIRUVANANTHAPURAM**

**Request for Quotation (RFQ)
(Only through e-procurement)**

Schedule of RFQ

a. e-Tender no	RBI/Thiruvananthapuram/Others/7/18-19/ET/346
b. e-Tender name	Supply of medicines at Bank's Dispensaries, Reserve Bank of India, Thiruvananthapuram
c. Mode of Tender	e-Procurement System Online through https://www.mstcecommerce.com/eprocho/me/rbi
d. Date of RFQ available to the parties to download	17.00 hrs of May 08, 2019 onwards
e. Pre Bid Meeting (Offline)	11.00 hrs of May 14, 2019 onwards
f. Approximate cost of procurement	₹ 1,20,00,000/- (Rupees One Crore Twenty Lakh only) inclusive of GST
g. Earnest Money Deposit (EMD)	₹ 2,40,000/- (Rupees Two Lakh Forty Thousand only) in the form of EITHER Demand Draft, in favour of Reserve Bank of India, Thiruvananthapuram to be delivered in physical form at HRMD(Establishment Wing), Reserve Bank of India, Bakery Junction, Thiruvananthapuram - 695033 OR ₹ 2,40,000/- (₹ Two Lakh Forty Thousand only) by NEFT towards Beneficiary Name: ESTABMEDI<space>Firm's Name Beneficiary A/c No:

	8614038 IFSC: RBIS0THPA01
h. Last date of submission of EMD	Upto 14.00 hrs of May 28, 2019
i. Bidding start date www.mstcecommerce.com/eprochome/rbi	17.00 hrs of May 15, 2019
j. Date of closing of online e-Tender for submission of Price Bid	14.00 hrs of May 28, 2019
k. Date & time of opening of Price Bid	15.00 hrs of May 28, 2019
l. Transaction Fee	0.05% of Estimate Amount plus GST @ 18% Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd

Important instructions for E-procurement

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

Process of e-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/their bids electronically. Electronic Bidding for submission of Technical Bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID HAS TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprochome/rbi

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → 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 during filling the registration form.

In case of any clarification, please contact RBI/MSTC, before the scheduled time of e-Tender.

Contact person (RBI):

1. Smt Sreejaya A, Manager, e-mail: asreejaya@rbi.org.in, Phone: 0471 2338088.
2. Smt B.Ajitha, Assistant Manager, e-mail: bajitha@rbi.org.in, Phone: 0471 2783074.
3. Shri Arun Kishor, Assistant, e-mail: arunkishorkj@rbi.org.in, Phone: 0471 2783075.

Contact person (MSTC Ltd):

1. MSTC, Thiruvananthapuram, mstctvm@mstcindia.co.in, Ph: 0471-2529137
2. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile- 09987758460
3. Ms. Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698
4. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268
5. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789

Google hangout ID- (for text chat) - mstceproc@gmail.com

B) System Requirement:

- I. Windows 7 or above Operating System
 - II. IE-7 and above Internet browser.
 - III. Signing type digital signature
 - IV. Latest updated JRE 8 (x86 Offline) 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 (Please run IE settings from the page www.mstcecommerce.com once)

2. The Price Bid has to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on specified date and time as given in the Tender.

3. All entries in the tender should be entered in online Formats without any ambiguity.

Special Note towards Transaction fee:

4. 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.

5. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. 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).

6. e-Tender cannot be accessed after the due date and time mentioned in RFQ.

7. Bidding in e-Tender:

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial 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.
- d) 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 his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) 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 Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) 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 his acceptance of terms & conditions of the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

- p) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- q) No deviation to the technical and commercial terms & conditions are allowed.

DISCLAIMER

Reserve Bank of India, Establishment Wing, Thiruvananthapuram, has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm they have done so and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



RESERVE BANK OF INDIA
Thiruvananthapuram
REQUEST FOR QUOTATION (RFQ)

Due Date	14:00 at May 28, 2019
Opening Date	15:00 at May 28, 2019

No. CES(Che)/Medical/ /04.03.02/2018-19

Date :

As per list

Dear Sir,

Sub: Request for Quotation for Annual Contract (AC) for supply of medicines at Banks dispensaries in the Main Office and Staff Quarters at Plamood, Nanthencode and Thamalam.

Reserve Bank of India invites e-Tender for procurement and supply of medicines at Banks dispensaries in the Main Office and Staff Quarters at Plamood, Nanthencode and Thamalam. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). Interested companies/agencies/ firms must register themselves with MSTC Ltd through the above mentioned website to participate in the tendering process. As you are enlisted in Bank's panel of approved Chemists in 2018, you are eligible to apply for Annual contract for supply of various medicines and drugs to our Dispensaries.

2. We are interested to enter into an Annual Contract (AC) for supply of various medicines and drugs. You are requested to please submit your best uniform discount rate for the tentative annual purchase of items as per list enclosed. Your offer should be made through e-Tendering. RFQ schedule and important instructions for E-procurement are enclosed. [Form-I](#) – Price Bid is also enclosed for reference only.

Sl.No.	DESCRIPTION OF ITEM	Approx Qnty.
01.	Annual Contract (AC) for supply of medicines, drugs etc. (Same Rate of discount on MRP applicable on medicines not enumerated also)	As per enclosed list

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 **Rs. 2,40,000/- (Rupees Two Lakh Forty Thousand only)** must be submitted along with their Bids in the form of Demand Draft from a scheduled bank drawn in favour of RESERVE BANK OF INDIA or by NEFT as specified in the schedule of RFQ. Bids without EMD will not be considered and will be rejected. EMD of unsuccessful bidders will be returned within **15 days** of awarding the Annual 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, Thiruvananthapuram who is not bound to assign any reasons for his action.
2. The successful bidder has to submit a Performance Bank Guarantee (PBG), within a period of thirty days from the date of award of AC from a scheduled bank for **Rs. 6,00,000/- (Rupees Six lakhs only)** in favour of the Regional Director, Reserve Bank of India, Thiruvananthapuram valid for a period of eighteen months from the validity of AC. The EMD submitted along with the bid will be returned soon after the receipt of the PBG. The format for PBG is given in [Form-III](#).
3. The successful bidder will enter into an Annual Contract (AC) Agreement with the Bank as per format in [Form-IV](#). The AC will be valid for a period of One year from the date of AC Orders and the uniform discount quoted by you shall remain firm and valid for the period.
4. Under no circumstance will a request for alteration in the discount rate will be accepted/ considered.
5. Time is the essence of the contract, you have to make delivery at the Bank's specified dispensary as per the delivery schedule given in each Purchase Order. The Chemist must have their office at Thiruvananthapuram to execute the order and replace the rejected material if any, on priority.
6. It should be noted that liability to pay any dues, levies or taxes levied under the law would be that of the chemist. The chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to any place specified by the Bank. The Bank will only pay the labelled MRP less discount allowed thereon as per your offer.
7. Quotation (Bids) received without EMD and the details as per Sl. No. 1 above will be summarily rejected. Any conditional quotations / offers will not be accepted.
8. **Fall Clause:** If the chemist with whom the Bank has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following conditions of sale similar to those of the Bank's contract, to any person or organization during the currency of the rate contract, the discount rate applicable to the Bank will be automatically increased with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, 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.

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

10. The Regional Director, Reserve Bank of India, Thiruvananthapuram 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.

11. The Regional Director, Reserve Bank of India, Thiruvananthapuram 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.

Note: All the bidders may please note that any amendments/corrigendum to the RFQ, if issued in future, will be notified on the RBI Website and MSTC Website as given above and **will not be published in the newspaper.**

Assistant General Manager

Date:

PRICE BID (for reference only)

The Bidder have to fully read and understood, the terms, conditions and other details mentioned in the Bank's RFE (Request for Empanelment) and RFQ (Request for Quotation) documents and offer to supply medicines/ drugs to the Bank's dispensaries located at Thiruvananthapuram at the rate which is the Printed Retail Price less the discount. The amount of discount will be arrived on the basis of the QUOTED (in percentage term) Uniform Discount offered on the Printed Retail Price on all items of supply.

For Bidding,

**The Empanelled Chemists are requested to
Enter the Uniform Discount (in % term) offered
on the Retail Price Printed on
Strip/Bottle/Unit packed
in respect of all items of supplies to be made under the contract
irrespective of the brand and manufacturer.**

**Then the system will indicate the
'Total Site Cost' as: "100 minus the offered Uniform Discount".**

The annual Contract shall be given to the empaneled chemist who offer the
Lowest Total Site Cost.

The Bidder undertake to bear packing, cartage and transportation expenses and also bear all taxes, as required or may be required under law, on aforesaid supplies. He shall not charge any such taxes from the purchaser (the Bank)

The Bidder also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid till duration of this contract. The Bidder also undertake that all the medicines shall be provided as per indent/PO and no "substitute medicines" will be supplied.

SCOPE OF WORK AND TERMS & 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 / CONFORMATION 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 PO.

4 AUTHORITY SLIP

In case an Authorized Official of the Bank or the Bank's Medical Officer 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 No., date of manufacture & expiry date, prescription slip No. with date, rate, 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 SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the authorized Chemist 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 Security is also liable to be forfeited if the

authorized chemist:

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

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

8 DEDUCTIONS FOR DELAY/ DEFAULT

- 8.1 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 chemist will be penalized for Rs.1000 + cost of the specific brand of medicines for each such default.
- 8.2 The delivery of supplies in full will be made on the next working day by 10.30 a.m. or at the opening hours of Bank's dispensary, whichever is later, at the premises of the dispensaries to which indenting the supplies or in case of emergency at the residence of the patients as directed by the Bank. In the event of non-supply of indented medicines in time as aforesaid, Rs. 500/- will be deducted from the bill of the Chemists for each day or part thereof of delay in respect of each item.

9 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:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- b. If the bidder fails to perform any other obligation(s) under the Contract.
- c. If the bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

10 RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS

The Regional Director, Reserve Bank of India, Thiruvananthapuram reserves the right to enter into annual contracts with any number of chemists. The Regional Director, RBI, Thiruvananthapuram 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, RBI, Thiruvananthapuram 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 empaneled supplier irrespective of such allotment of dispensary to each Authorized Chemist for purchase of normal supplies.

11 SUPPLY OF MEDICINES

- 11.1 Sufficient stock of standard quality of medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the Bank's beneficiaries.
- 11.2 In case of failure or refusal on chemist's part to supply the medicines to the purchaser/beneficiaries within the time as provided in the respective PO, the contract is liable to be terminated /cancelled at chemist's risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from the chemist. It is in addition and without prejudice to the deduction in clause 8 above and 11.4 below.
- 11.3 The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned Dispensaries.
- 11.4 (a) 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 is near the date of expiry, found not of standard quality, substandard or spurious, chemist's (Appointed Authorized 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 chemist fails to supply indented drugs/medicines, the Bank will be entitled to procure the same from other chemist and the chemist will be liable to reimburse in full the price paid by the Bank. However, the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.
- (b) 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 chemist will be penalized for Rs.1000 + cost of the specific brand of medicines for each such default.
- 11.5 Indented medicines for the beneficiaries shall be supplied in individual packets by the designated chemist.

12 INDEMNITY

The bidder shall indemnify the Bank against all actions, suits, claims and demands brought or made against it in respect of anything done or committed 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 committed to be done in the execution of this 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 Bank and will not hold the Bank responsible or obligated. The Bank m

FORM-III

PERFORMANCE BANK GUARANTEE FORM (For an amount of Rs. 6,00,000/-)

To,
The Regional Director
Reserve Bank of India
Thiruvananthapuram

WHEREAS _____ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, Annual Contract No. _____ dated, _____ 2019 to _____ (Description of Services) hereinafter called "the Contract" in pursuance of Request for Empanelment Document dated _____ and Request for Quotation dated _____ issued by _____.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract.

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

AND WHEREAS we have agreed to give guarantee for the successful bidder.

THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs.6,00,000/- (Rupees Six lakhs only) and we undertake to pay you, upon your first written demand declaring the successful bidder 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 your office that the successful bidder 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 you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

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

4. You 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 your rights or enforce or forebear 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 your 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 one year or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2019 at

SIGNED, SEALED AND DELIVERED
For and on behalf of

By:

(Signature)

(Name)

(Designation)

(Address)

ANNUAL CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 20 ____
Between

(Name and address of purchaser)
hereinafter “the Purchaser” of the one part and

(Name and address of chemist)

hereinafter called “the Supplier” of the other part :

WHEREAS the Purchaser 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 Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz. :

2.1 The Request for Empanelment document dated _____ submitted by the Supplier;

2.2 The Request for Quotation document dated _____ submitted by the Supplier;
terms and conditions of the bid

2.3 The Purchaser’s Notification of Award

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in tender document condition.
