



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
KOLKATA**

Notice Inviting Tender (NIT)

E-Tender for Supply of medicines at the Bank's dispensary at Kolkata for the period April 1, 2023 – March 31, 2026

Ref No: RBI/Kolkata/HRMD/61/22-23/ET/532

Reserve Bank of India, Kolkata, (hereinafter called "the Bank"), invites e-tenders under Two – Bid system (Technical & Financial Bid) for the empanelment of suppliers / stockists / chemists / Dealers (hereinafter refer to a Chemists for brevity) and contract for the supply of medicines to the Bank's dispensary at Kolkata. The empanelment panel shall be for a period of three (3) years i.e. April 2023 – March 2026, however, the contract shall be for a period of one year from April 01, 2023 to March 31, 2024. The contract may be renewed annually on mutual consent for a period of one year at a time, extendable up to a maximum period of two years, subject to satisfactory performance of the supplier, as evaluated by the Bank from time to time. The contract may be terminated by giving three months' notice period by the either side.

2. The Tender process will be executed through the e-Tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/eprochome/rbi>). Interested tenderers must register themselves with MSTC Ltd. through the aforementioned website to participate in the tendering process. The tenderers shall submit their proposal, as per the instructions regarding e-Tender, along with all supporting documents complete in all respects on or before January 31, 2023 up to 11:00 PM. Tenders submitted only through the portal, will be accepted for the captioned process. Tenders, if received (in any mode) after the said date and time, will not be accepted by the Bank. The tenderers shall remit refundable EMD of ₹18 lakhs. The technical bids will be opened electronically on February 01, 2023 at 03:00 PM in the presence of the prospective



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bidders. In the event of tender opening date indicated above being declared a holiday, tender shall be opened on the next working day.

3. The Tender document can be downloaded from the RBI website 'www.rbi.org.in' and 'www.mstcecommerce.com'. Any amendment / corrigendum / clarification with respect to this tender shall be uploaded on the website /MSTC e-portal only and will not be published in the newspaper. 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.

Regional Director
Reserve Bank of India
Kolkata



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SCHEDULE OF TENDER (SOT)

A	E-tender no.	RBI/Kolkata/HRMD/61/22-23/ET/532
B	Name of Tender	Supply of medicines at Bank's Dispensary, Reserve Bank of India, Kolkata
C	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Financial Bid through www.mstcecommerce.com/eprochome/rbi)
	Activity	Target Date
D	Date of Notice Inviting E-tender available for view/download on RBI website	January 06, 2023
E	Date of Pre-Bid meeting (offline)	January 17, 2023 at 03:00 PM at RBI Kolkata premises
	Email query may be sent to	ceskolkata@rbi.org.in by January 16, 2023
F	Venue of Pre-Bid meeting	RBI Main Building, 15 Netaji Subhash Chandra Bose Road, Kolkata-700001
G	Estimated value of tender i.e. annual procurement	₹9 Crores (annually)
	Earnest Money Deposit (EMD)	₹18 Lakhs (being 2% of the total contract value shall be deposited by each bidder) in the form of NEFT/Demand Draft/Bank Guarantee (prepared as per enclosed format) issued by a scheduled Bank drawn in favour of Reserve Bank of India.



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		Beneficiary account no:	186003001
		IFSC:	RBIS0KLP A01 (Numeric Zero at 5th and 10th place from left)
		Beneficiary name:	Reserve Bank of India, Kolkata
		Demand Draft in favour of "THE REGIONAL DIRECTOR, RBI, Kolkata" payable at Kolkata	
		Note: There is no exemption to MSME/UDYAM registered bidders from the payment of EMD. The proof of having remitted EMD is to be uploaded on MSTC portal.	
H	Transaction fees	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through/NEFT/RTGS in favour of MSTC LIMITED or as advised by M/s MSTC Ltd. Please do not transfer the transaction fee to the Reserve Bank of India, Kolkata.	



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I	Date of Starting of online submission of E-tender (Technical Bid and Financial Bid) at www.mstcecommerce.com/eprochome/rbi	January 06, 2023, 03:00 PM
J	Last date of availability of E-tender on website	January 31, 2023, 11:00 PM
K	Date & time of closing of online submission of E-tender (Technical Bid and Financial Bid).	January 31, 2023, 11:00 PM
L	Date & time of opening of Part-I (Technical Bid)	February 01, 2023, 03:00 PM
M	Date of opening of Part-II (Financial Bid)	Part-II (Financial Bid) will be opened electronically of only those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Kolkata. Such bidder(s) will be informed regarding date of opening of Part-II (Financial Bid) through valid e-mail IDs provided by them.



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E-TENDER FOR

**Supply of Medicines to the Dispensary at Reserve Bank of India,
Kolkata**

E-Tender No. - RBI/Kolkata/HRMD/61/22-23/ET/532



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**E-Tender for Supply of medicines at the Bank's dispensary at Kolkata for the
Year April 1, 2023 – March 31, 2026**

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Section I

IMPORTANT INSTRUCTIONS FOR E-TENDERING

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 can submit their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Tenderers are to make their own arrangement for bidding from a PC connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ONLINE AT 'www.mstcecommerce.com/eprochome/rbi'

- 1). Tenderers are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.
- 2). Tenderers will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.



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In case of any clarification, please contact MSTC/RBI, Kolkata, (before the scheduled time of the e- tender)

Contact person (RBI, Kolkata Office):

1. Shri Subir Ranjan Mukhopadhyay, AGM, HRMD-CES

Mobile: 9874271231, srmukhopadhyay@rbi.org.in

2. Shri Dhruvajyoti Das, Manager, HRMD-CES

Mobile: 9401605813, dhruvajyotidas@rbi.org.in

3. Miss Swagota Moyra, Assistant Manager, HRMD-CES

Mobile: 8145369522, swagotamoyra@rbi.org.in

Contact person (MSTC Ltd):

a. Mr. Vikash Jaiswal Manager, ERO, Mobile No. 09903042449 email: vikash@mstcindia.co.in

b. Mr. M.H Jain, Asst. Manager, ERO, Mobile No: 09721277969, email: mhjain@mstcindia.co.in

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

The MSTC Helpdesk numbers are: 033 40645207, 033 40609118, 033 40645316, 033 22901004 and 033 22895064. The bidders can also submit their issues vide e-mail at helpdesk@mstcindia.co.in

B) System Requirements:

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.



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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**)

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

The Technical Bid and the Financial / Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on the specified date and time as given in the Tender.

3). All entries in the tender should be entered in online Technical & Financial/Price Formats without any ambiguity.

4). Transaction fee:

The tenderers shall pay the transaction fee using “**Transaction Fee Payment**” Link under “My Menu” in the vendor login. The tenderers have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT



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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 his 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 tenderers are required to ensure that their Email ID provided is valid and updated at the time of registration of vendor with MSTC. Tenderers 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 NIT.

7). Bidding in e-tender:

a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (if any) to be eligible to bid online in the e-Tender. Transaction fees is non-refundable. No interest will be paid on EMD. The EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.



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- b) The process involves Electronic Bidding for submission of Technical and Financial / Price Bid.
- c) The vendor(s) who have submitted the transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → *e-procurement* → *PSU / Govtdepts* → *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, they should click on the Technical bid. If this JAVA application is not run, then the vendor will not be able to save / submit his Technical bid.
- e) After filling the Technical Bid, tenderers have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, tenderers have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids.
- f) Tenderers are instructed to use the *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, tenderers are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the tenderers will remain completely anonymous to one another and also to everybody else.



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- 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 Bank will form a binding contract between the Bank and Vendor for execution of work.
- 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) The Bank 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 for the tender.
- 8). Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 9). No deviation to the technical and financial terms & conditions are allowed.
- 10). 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 reasons thereof.



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11). Tenderers are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize with the system before bidding.

Notice Inviting Tender (NIT) will be available to parties to view and download from January 06, 2023 from 03:00 PM onwards.



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Section II

Eligibility of chemists to participate in E-tender

- 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 successful chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
- b. The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
- c. The chemist should have an annual minimum turnover as specified in **Annex IV** for the last three years.
- d. The chemist should have undertaken (i) One work individually costing not less than 80% of the estimated cost OR two works costing not less than 50% of the estimated cost OR three works costing not less than 40% of the estimated cost of a similar business arrangement i.e. supply of medicines with at least one Government / Semi-Government / Public Sector organization during the last two years. The Bank may at its discretion verify the same during scrutiny of the bid.
- 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 forfeiture of the Performance Guarantee.
- f. The chemist should not have been debarred / black-listed by any Government / Semi-Government / Public Sector organization.
- g. The Chemist is required to have at least one shop / establishment situated in Kolkata.
- h. Valid GST registration certificate should be available with the chemist.
- i. The chemist should have a computerized billing system.



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Section III

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 / CONFIRMATION WITH SCHEDULE M

In case of indent for specific brand of medicines, the brand shall not be substituted. In all other cases, medicines confirming 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.



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6 PRESENTATION OF BILLS:

The chemist shall present the bills to the office of the Bank for the supplies made. 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, rate, discount as per contract etc. and any other information as required by the Bank.

The bill shall be supported by the original PO/indent along with the certificate from the Bank's authorized official / in charge of the dispensary 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 PRICING:

In response to Bank's RFQ, the chemist should quote discount on retail price printed on Strip / Bottle / Unit packed in percentage term in respect of all items of supplies to be made under the contract irrespective of their brands or manufacturers. It should be noted that the liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The chemists will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to any place specified by the Bank.

The Bank will only pay the labelled MRP which includes GST minus discount allowed thereon. The quoted offer shall remain valid for the entire duration of the contract.

8 PERFORMANCE SECURITY

On entering into an annual purchase contract with the Bank, as specified above, the chemists will have to furnish a Performance Bank Guarantee for an amount as specified in **Annex-IV**, in favour of 'Regional Director, Reserve Bank of India, Kolkata' valid for 18 months issued by a Scheduled Bank. No claim shall be made against the Bank (Regional Director, RBI, Kolkata) in



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respect of interest if any due on the Performance Security.

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

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the authorized Chemist against the POs placed to them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to the desired quality. The Performance Security is also liable to be forfeited in case 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 60 days' notice.

9 DEDUCTIONS FOR DELAY/ DEFAULT

9.1 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 the medicine will be returned and subsequent orders will be curtailed.

9.2 The delivery of supplies in full will be made within seven (7) working days at the opening hours of Bank's dispensary. In the event of non-supply of indented medicines in time as aforesaid, subsequent orders will be curtailed and the Annual Performance Review will be adversely affected.

10 TERMINATION FOR DEFAULT



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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.
- d. The Contract is further liable to be terminated in case of:
 - 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 expired or is near the date of expiry.

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

11 RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS

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



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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, Kolkata 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.

12 INDENT & SUPPLY OF MEDICINES

12.1 Sufficient stock of standard quality of medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the Bank.

12.2 On receipt of indent/PO for supply from the Bank, the delivery of supplies in full shall be made at the designated Bank's dispensary to which the indent pertains, during the working hours of the dispensary as soon as possible but not later than seven (7) working days. The chemist should not stop the supplies of the medicine/drugs without giving 90 days' notice. In case of medicines are expired due to various reasons, the chemist will be bound to either replace the medicine or issue a credit note in lieu of the same.

12.3 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.

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 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 with immediate effect 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



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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. Further, in case of medicines are expired due to various reasons, the chemist will be bound to either replace the medicine or issue a credit note in lieu of the same.

13 PERIOD OF CONTRACT:

a) The period of empanelment shall be for a period of three years i.e. April 01, 2023 to March 31, 2026, subject to satisfactory performance.

b) The period of contract shall be for a period of one year i.e. April 01, 2023 to March 31, 2024, subject to satisfactory performance. However, the contract can be renewed annually for a further period of one year or maximum of two years, subject to the Bank's administrative convenience and requirement.

c) In respect of the annual purchase contract, supply orders will be placed against the contract up to last date of the contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may be expired on the date of supply of medicines.

14 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



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cost to 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.

15 PAYMENT

Payments of the bills presented will normally be arranged within 15 working days from the date of presentation of the bill to the concerned department. However, the authorized 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 made through ECS/NEFT for which bidder should give requisite details of bank address, Account No., IFS Code, type of the bank account (Current/Savings).

16 APPLICABILITY OF BEST PRICES:

If the chemist with whom the Bank has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following conditions of sale similar to those of the Bank's contract, to any person or organization during the currency of the rate contract, the discount rate applicable to the Bank will be automatically increased with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, will be given an opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time further action taken as per standard practice.

17 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



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supplied will be of standard quality. In pursuance thereof, the terms are set forth as follows:

- a) The chemist shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of the Bank in the empanelment process or in contract execution.
- b) The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of the Bank.
- c) The Bank will declare a chemist ineligible, either indefinitely or for a specified period of time, for award of contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.
- d) The Bank may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any chemist for any of the following reasons:
 - i) Supply of sub-standard / spurious / substitute medicines,
 - ii) Delay in supply / refusal to supply / non-supply of medicines,
 - iii) Over charging in the bill,
 - iv) In case it is found that any particular medicine's date expired or is near the date of expiry.
 - v) If the chemist fails to perform any other obligation(s) under the contract,
 - vi) In the judgement of the Bank has engaged in corrupt or fraudulent practice.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed / excess amount already paid by the Bank, replace the medicines in question. The Bank may stop payment due or recover the cost of such supplies from the amounts due to the chemist.

18 ARBITRATION

The contract is based on mutual trust and confidence. Both the parties agree to carry out



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the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Bank and the Bidder in connection with or arising out of the contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to the Regional Director, Reserve Bank of India, Kolkata (arbitrator in this case) and settled through arbitration, who shall give written award of his decision to the Bidder. The decision of the Regional Director will be final and binding.



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OTHER INSTRUCTIONS

1.	Cost of Tendering	1.1 The tenderer shall bear all costs associated with the preparation and submission of tender documents and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
2.	Submission - Sealing and Marking of tender	2.1 The Tenderers submitting tenders electronically shall follow the electronic e-tendering submission procedures specified in the instructions regarding the e-Tender. 2.2 The tenderers may submit their Financial Bid (competitive rates) in online in prescribed format along with copies of necessary documents as indicated in the Technical Bid (Part - I) and Financial bid (Part - II). The e-Tender with all information shall be submitted on or before the prescribed time of the Tender. 2.3 If the desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.
3.	Deadline for submission of Tender	3.1 The Tender must be filed online through e- tendering process mentioned in this document, not later than the date and time indicated in this document. 3.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.
4.	Late Tenders	4.1 No Tender shall be allowed on the e-portal after the deadline.
5.	Tender opening	5.1 The Bank shall open the Tender electronically on the notified date.



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6.	Confidentiality	6.1 Information relating to the evaluation of Tenders shall not be disclosed to the tenderers or any other persons not officially concerned with such process until information of contract award is communicated to all tenderers.
7.	Clarification of tender	<p>7.1 To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to the request made by the Bank, shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.</p> <p>7.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be rejected.</p>
8.	Evaluation of tender	8.1 The Bank shall use the evaluation criteria indicated in Section IV of this Tender along with network, past records, client recommendations, number of distributionships.
9.	Qualification of the tenderer	9.1 The Bank shall determine its satisfaction whether the selected tenderer meets the qualifying criteria in technical bid and financial bid.
10.	The Bank's Right to accept any tender, to reject any or all tenders	10.1 The Bank reserves the right to accept or reject any tender and to annul the Tendering process and to reject any or at any time prior to contract award, without thereby incurring any liability to



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		tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out rightly.
11.	Award criteria	11.1 The Bank reserves the right to accept any tender, to reject and or all tenders.
12.	Notification of award	12.1 The Bank will evaluate the bidder based on quotes of UDR, network, Past records, clients recommendation, number of distributorship etc.
13.	Signing of contract	<p>13.1 The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of appropriate value. However, the issue of work order by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.</p> <p>13.2 The contract shall be for a period of one year (April 01, 2023 to March 31, 2024). The stamp duty shall be borne and paid by the agency. However, the contract can be renewed annually for a further period of one year or maximum of two years, subject to the Bank's administrative convenience and requirement.</p>
14.	Performance Bank Guarantee	14.1 The successful tenderer/s shall furnish along with the contract the Performance Bank Guarantee (PBG) of ₹90,00,000/- (Rupees Ninety Lakh Thirty-Six Thousand only) or deposit through NEFT (Beneficiary Name: RBI Kolkata, Beneficiary A/c No: <u>186003001</u> , IFSC: <u>RBIS0KLPA01</u> (Numeric Zero at 5th and 10th place from left), in accordance with the Section V (General & Specific conditions of contract) and Section VI (Standard Formats). The PBG shall be valid for a period of six months after the expiry of contract period. The EMD of such tenderers will be returned on receipt of PBG.



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		<p>14.2 The PBG shall be released without interest after expiry of the contract period only after being satisfied of the successful completion of the contract and ensuring no liabilities from the agency or its employees. In case of any complaint or pending dues, the PBG shall be discharged only after payment of all dues, liabilities, etc.</p> <p>14.3 No Interest shall be payable on EMD / Security Deposit / Performance Bank Guarantee.</p>
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SECTION IV**

PRICE BID (for reference only)

The Bidder have to fully read and understood, the terms, conditions and other details and offer to supply medicines /drugs to the Bank's dispensary located at Kolkata 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 Chemists are requested to
Enter the Uniform Discount (in % term) offered
on the Maximum 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 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 Bank reserves the right of issuance of indents for supply medicines based on the details of authorized dealership made available to the Bank during the empanelment process, in case the discount offered by multiple empaneled firms is the same.



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SECTION V

General and Specific Conditions of Contract

Section V.1: General Conditions of Contract

- 1 1.1 The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise the Bank is not responsible for the completeness of the Tender Document.

- 2 2.1 Conditional tender shall not be entertained.

2.2 In the event of any difference between the figures & words of quoted rates, the rates in words shall be considered for evaluating the tender.

- 3 3.1 The tenderer is expected to carefully read and understand all instructions, forms, terms, and specifications in the Tender Document before submitting the bids.

3.2 Failure to furnish all / any information or documentation as prescribed in the Tender Document may result in the rejection of the Tender.

- 4 4.1 the track record of a tenderer should be clean without any involvement in illegal activities or financial frauds. There should not be any such case with the Police / Court / Regulatory authorities against the tenderer or proprietors / partners / directors in case of Proprietorship / Partnership firm / company.

4.2 The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. The tenderer must not have been suspended / delisted / blacklisted / banned or any such process initiated against him/her, by any organization including the Reserve Bank of India at any location in India on any grounds (Self-declaration on letter head in this regard to be submitted).



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4.3 The tenderer should not have rescinded / abandoned any contract awarded by any of his clients before the expiry of the prescribed period of contract. The tenderer shall give details of all disputes he / she had with his / her clients and furnish the current status thereof.

B. Situations leading to disqualification / rejection of tenders

5 5.1 Any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with retrospective effect.

5.2 All the tenders should be complete in all respects with all attachments / enclosures / annex. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence, etc., will be out rightly and summarily rejected by the Bank.

5.3 The tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.

5.4 Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected.

5.5 The tenders received after the due date and time shall be summarily rejected.

5.6 Conditional tenders shall be straightway rejected and no additional clause will be entertained.

5.7 No tender may be modified subsequent to the last date of submission of the tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.



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5.8 Alternative Proposals / Request for extension for final date of submission shall not be permitted.

C. Terms of Payment

6 6.1 Except under cases of circumstances beyond the control of the Bank, the payment of complete and clear bills received at monthly intervals will be made not later than fifteen (15) days of receipt of clear and complete bills by the concerned department.

(a) **As per Indian laws, taxes as applicable, shall be deducted at source and a certificate for the same shall be issued to the Service Provider.**

(b) The invoice / bill issued should be serially numbered and it should contain the name and address of the service provider, service receiver, description of service, value of taxes payable thereon, etc. No request for making advance payment on any ground shall be entertained.

(c) It shall be binding on Service provider to remit the Taxes paid by the Bank on bills to the respective Government Authorities.

6.2 All the payments shall be released through NEFT / RTGS channel only, for which necessary account details shall be submitted to the Bank.

6.3 Any objection regarding the payment received by the agency may be brought to the notice of the Bank within ten (10) days of the date of the payment. In case, no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.

D. Necessary requirements to be fulfilled after award of contract

7 7.1 The successful tenderer/s shall execute a Performance Bank Guarantee or deposit through NEFT as specified in Section VI (Standard Formats)



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7.2 The agreement between the successful tenderer/s and the Bank will be signed by written confirmation of acceptance. The agreement shall be executed in duplicate. The Bank shall retain the original and the Service Provider will be given the duplicate. The stamp duty shall be borne and paid by the Service Provider.

E. Rights of the Bank

8 8.1 The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.

8.2 The Bank reserves the right to accept or reject any / all applications or annul the tendering process without any liability or assigning any reason thereof.

8.3 The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.

8.4 The Service Provider or its agents / employees / drivers committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and / or termination of the agreement forthwith without any notice or any compensation in lieu thereof.

8.5 Without prejudice to above, the Agreement can be terminated with a notice of three months on either side, during the Agreement period.

F. Force Majeure



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- 9 9.1 Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder, if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of Governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

G. Disclaimer

- 10 10.1 Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects.

Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of NIT, it shall be considered that this document is complete in all respects.

10.2 The Bank reserves the right to modify, amend or supplement this document including all formats and Annex.

10.3 While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

I. Insurance

- 11 11.1 The successful tenderer shall take "all risk policy" for the contract value for one-year renewable thereafter if the contract is renewed by the Bank. The agency shall indemnify the Bank for any loss or damage that occurs to persons or building or third party during the



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period of contract. If the agency does not provide these policies, the Bank reserves the right to recover the cost of loss or damage from the bill of the agencies.

M. Rates

- 12 12.1 The rates offered by the tenderers and acceptance by the Bank, will remain valid, for a period of one year, hereafter they may be reviewed at the time of renewal of the contract depending on prevailing circumstances at the time of renewal viz. any major changes occur in labour laws or Government decision affecting fuel pricing etc. However, this can be done only with the permission of the Regional Director, RBI, Kolkata.

N. Non - Disclosure

- 13 13.1 The agency shall not disclose directly or indirectly any information or materials and details of the Bank's structure / systems / equipment, etc. which may come to the possession or knowledge of the agency during discharging of its contractual obligations in connection with this agreement to any third party and shall at all times hold the same in the strictest confidence. The agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with the applicable laws. The agency shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The agency shall indemnify the Bank for any loss suffered by the employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the agency, the Bank shall be entitled to claim damages and pursue legal remedies. The agency shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The agency's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.



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O. Insolvency or death of vendor:

14 14.1 In the event of the Vendor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under the Insolvency Act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the vendor failing to comply with any of the conditions herein specified, the Bank shall have the power to terminate the contract without any previous notice. The vendor's heirs / representatives shall not, have the right to continue to perform the duties or engagements of the vendor or under the contract in case of his death without the consent in writing of the Bank. In the event of the vendor, with such consent aforesaid, transferring his business, and in the event of the vendor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the vendor shall make it one of the terms and stipulations of the contract for the transfer of this properties and business, that such other person or company, shall continue to perform the duties or engagements of the vendor under this contract and be subject to his liabilities there under. The proof of death and other relevant documents to this effect shall be submitted to the Bank, in writing. Without prejudice to any of the rights or remedies under this contract, in case of sole proprietorship concern if the vendor dies, the Bank shall have the option of terminating the contract without compensation to the legal heirs, which does not amount to Breach of the contract.



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SECTION VI: STANDARD FORMATS & OTHER ANNEXURES

Form I	Details of Technical Bid
Form II	Details of Financial Bid
Form III	Performance Bank Guarantee
Form IV	Annual Contract Form
Annex I	Application Form
Annex II	Proforma of Client's Certificate
Annex III	Bankers' Certificate
Annex IV	Details of expected annual procurement, turn over required and amount of performance guarantee
Annex V	Proforma Of Bank Guarantee For Earnest Money Deposit/ Bid Security



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Form I

Details of Technical Bid

Technical Bid by the Tenderer
(To be given on the applicant's letter head)

The following documents should be submitted along with the application.

- a) Application form for Supply of medicines at Dispensary, Reserve Bank of India, Kolkata as per format in **Annex I**
- b) Self-attested copies of valid license held by the chemist as on the date of application.
- c) Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the affect is acceptable in lieu thereof.
- d) Copies of the balance sheets for the last three financial years (2019-2020, 2020-2021, 2021-2022) duly certified by a Chartered Accountant.
- e) Client certificate in support of experience of executing similar orders as specified in para (II, d) as per format in **Annex II**
- f) Banker's certificate from the chemist's banker as per format in **Annex III**
- g) Copy of Sales Tax registration.
- h) Copy of VAT registration certificate.
- i) A copy of PAN allotted to the chemist.



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Annex I

**APPLICATION FORM FOR EMPANELMENT OF CHEMIST FOR SUPPLY OF MEDICINES
AT RESERVE BANK OF INDIA, KOLKATA**

SL. No.	Item	Details
1	Name of Chemist	
2	Constitution (Company / Partnership / Proprietorship)	
3	Details of Registration (Registering Authority, Registration No. & Date)	
4	Year of commencement of business	
5	Copy of Profession Tax Certificate	
6	GST Registration No.	
7	PAN	
8	Whether Manufacturer / Authorized distributor / Dealer / Agency	
9	Details of Dealership / Distributorship (To be submitted on original company letter head on current date by addressing RBI, Kolkata for minimum of 3 years validity for supply along with supporting documents)	
10	Name (s) of the Proprietor/ Partner/ Director/ Official with designation authorized to make commitment to the Bank.	
11	Telephone No.	



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	Mobile No. E-mail address	
12	Mailing address	
13	Whether the chemist holds valid license (s) on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provision off Drugs and Cosmetics Act, 1940. Please furnish detail of licenses.	
14	Copy of Income Tax Returns filed for the last 3 years	
15	a) Copies of the Balance Sheets for the last three financial years duly certified by a Chartered Accountant b) Whether the chemist has minimum annual turnover of Rs. 4.5 Crores for the last three years?	
16	Whether the chemist has been convicted by the State Drug Controller or any case is pending against the chemist under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time.	
17	Whether the billing system is computerized.	
18	Names of Government / Public Sector / Corporate clients of the chemist for bulk supply of medicines.	



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	Also provide name and contact number of the contact person.	
19	Name, address and phone number of the Principle Banker.	
20	Agreement to best price norm (refer para 16)	

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

Name:

Designation:

Date:

Signature



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Annex III

**To
The Regional Director
Reserve Bank of India
Central Establishment Section
15, Netaji Subhas Road
Kolkata**

Banker's Certificate from a Scheduled Bank

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

For the bank

(Signature with seal)

Date:

Name & Designation:

For the bank

Note:

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



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Annex IV

Details of expected annual procurement, turn over required and amount of performance guarantee

Expected amount of Annual Procurement	Turn over required for eligibility	Amount of Performance Bank Guarantee **	Amount of EMD to be Submitted till submission of PBG*
9 Crores	4.50 Crores	90 Lakhs	18 Lakhs

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

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



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Form II

Financial Bid

E-Tender for Supply of medicines at the Bank's dispensary at Kolkata for the year April 2023 – March 2024

Note: The rates have to be filled in by the tenderer online in the MSTC portal only

Kindly do not upload this document.

Sl. No.	Description	Quantity	Unit of measurement	Uniform Discount Rate (a)	Total cost (100-a)
1	Bidder's offered Uniform Discount Rate on MRP	1	Percentage (%)		

Uniform discount rate means the discount rate offered for supply of all medicines to RBI dispensaries at Kolkata.

Please note: Do not quote the rates here. Quote on (Column 'a') to be entered in MSTC website only. The total cost will be calculated automatically by the system. The above format is given only for illustrative purpose. Uploading financial bid along with Form I documents may lead to disqualification of tender.



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FORM-III

**PROFORMA OF PERFORMANCE BANK GUARANTEE FORM
(For an amount of Rs. _____ /-)**

To,

The Regional Director
Reserve Bank of India
Kolkata

WHEREAS _____ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, Annual Contract No. _____

_____ dated, _____ 2023 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 from 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 from 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. _____ /- (Rupees _____ only) and we undertake to pay you, upon



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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 will 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



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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 _____ 2023 at

SIGNED, SEALED AND DELIVERED

For and on behalf of

By:
(Signature)
(Name)
(Designation)

Signed and seal of the Purchaser

Signed and seal of the Supplier

Witness by:

1. Signature:
Name:
Address:

2. Signature:
Name:
Address:



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Form IV

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



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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.

.....



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Annex V

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director

Dear Sir,

Name of Work:

.....
.....

Ref.: NIT/Advt.No.

date

WHEREAS

The Reserve Bank of India, having its Regional Office at 15, N.S. Road, Kolkata (hereinafter called the "RBI") has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.



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It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as “the Tenderer/ Bidder”), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. _____ (Rupees _____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof



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or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).

b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.



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d) This guarantee shall remain in force upto _____ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove _____ on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorised Official (with seal)

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).