



RESERVE BANK OF INDIA
40, SDA Complex, Kasumpti
Shimla 171 009
Tel:- 0177-2629481 / 2629482

**Advertisement for Empanelment of
Chemists for Supply of Medicines to
Reserve Bank of India (RBI), Shimla**

Reserve Bank of India, Shimla, invites sealed "**Application Form**" from Chemists for Empanelment of Chemists for Supply of Medicines.

Only those Chemists that fulfil the minimum eligibility criteria as prescribed in the application forms will be considered for the contract. The detailed application form may be **downloaded** from the Bank's website www.rbi.org.in under "**Tenders**" from **November 05, 2020 till November 26, 2020** or may be collected free of cost from **Reserve Bank of India, 40 SDA Complex, Kasumpti, Shimla on all working days (Monday to Friday)**. The completed Application Form in a **sealed cover will be deposited latest by 02:00 PM on November 26, 2020** at the above-mentioned address. The received applications forms will be opened at **3:00 PM on November 26, 2020** in the presence of applicants who chose to be present. The Reserve Bank of India reserves the right to accept or reject any or all of the application form without assigning any reason whatsoever.

sd/-
General Manager-in-Charge



**RESERVE BANK OF INDIA
SHIMLA**

**Notice of Empanelment of Chemists
for Supply of Medicines to
Reserve Bank of India, Shimla**

Name of the Bidder/ Chemist :- _____

Address :- _____

Last Date of Submission of Application Form: - November 26, 2020 up to 2:00 PM

Date of Opening of Application Form: - November 26, 2020 at 03:00 PM



DISCLAIMER

The Bank has prepared this document to give background information on the assignment to the interested candidates. While the Bank has taken due care in the preparation of the information contained herein and believe it to be in order, neither the Bank nor any of its authorities, agencies, 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. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

The Bank reserves the right not to proceed with the assignment or to change the configuration thereof, 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 candidate expressing interest. No reimbursement of cost of any type will be paid to persons expressing interest.

**General Manager-in-Charge
Reserve Bank of India
Shimla**



**RESERVE BANK OF INDIA
SHIMLA**

**NOTICE OF EMPANELMENT OF CHEMISTS FOR SUPPLY OF MEDICINES TO
RESERVE BANK OF INDIA, 40 SDA COMPLEX, KASUMPTI, SHIMLA - 171 009**

Reserve Bank of India Shimla (the Bank), intends to prepare a panel of chemists (hereinafter referred to as Chemists for brevity) for supply of medicines to staff members of RBI, Shimla. The panel is expected to remain operational for a period of three years subject to satisfactory performance. The contract shall be valid for an initial period of one-year, which may be extended up to a further period of two years (one year at a time) subject to an annual review by the Bank based on the satisfactory performance of the service provider.

The Bank invites applications from such Chemists who are interested in inclusion in the panel. Chemists who fulfil the eligibility criteria and agree to abide by the terms and conditions mentioned in the document should apply in the prescribed proforma. The prescribed proforma duly filled in along with the necessary enclosures, in a sealed envelope **super scribed “Empanelment of Chemists for Supply of Medicines to RBI, Shimla”** shall be submitted to General Manager-In-Charge, Reserve Bank of India, 40 SDA Complex, Kasumpti, Shimla – 171009 so as to reach **not later than 2:00 PM on or before November 26, 2020.**

I. Eligibility Criteria:

- a) The chemist must hold licenses valid 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 empanelled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
- b) The shop / establishment of the chemist should be situated in and around Kasumpti, Chhota Shimla.
- c) The Chemist should have GST registration
- d) The Chemist should have PAN
- e) 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.



- f) The Chemist should not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization
- g) The Chemist should agree to supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC).
- h) The Chemist will have to submit the Undertaking/Declaration as specified in [Annexure-I](#) on the letter head of the firm.

II. Evaluation Criteria: -

- a) The applications received within the prescribed timeline will be opened at **03:00 PM on November 26, 2020** in the presence of applicants who chose to be present. After successful completion of the Eligibility Criteria of the tender based upon the all necessary documents provided by the tenderer. The Chemist who offers the highest discount rate on the MRP of the medicines/ drugs/ Strip / Bottle / Unit packed in percentage term (as mentioned in para 15 of page no. 11) in respect of all items of supplies to be made irrespective of their brands or manufacturers will be empanelled for supply of medicine of RBI, Shimla. If more than one bidder were found to be giving the same discount, they all will be considered as suppliers for RBI Shimla. In this scenario, this will be the sole discretion of the bank with whom the order will be placed.
- b) The tenderer should ensure that they fulfil the eligibility criteria before submitting the tender and they should also submit all the relevant details / information along with the tender and must submit the documentary evidence with the application.
- c) The opinion/decision of the Bank regarding the bids shall be final and conclusive. The Bank reserves the right to reject any or all the bids any time without assigning any reason thereof.
- d) The Bank reserve the right to reject incomplete tender forms or bids where the tender has been left blank in place or if information furnished is found to be misleading.

NOTE: -

- a) **The application form without the documentary evidence will be rejected by the bank.**
- b) **The Chemist who will offer the highest percentage discount will be empanelled by the bank.**



III. Terms and Conditions:

1. Scope of work:

The BMC shall issue credit slip in the prescribed format in favour of the employees of the Bank prescribing there in the medicines to be supplied by the empanelled chemist. Accordingly, the chemist shall supply the medicines prescribed by BMC to the Bank's employee in Bank premises on demand basis after obtaining due authentication i.e. name, signature, designation etc. on the credit slip. The chemist shall submit the bill along with the original credit slips on monthly basis for payment.

2. Procedure for application:

All pages of this document must be signed with seal at the bottom and sent together with duly filled in application form attaching all required documents. Eligible chemists shall submit applications in closed and sealed envelopes super scribed as "Empanelment of Chemists for Supply of Medicines to RBI, Shimla".

Notice: - Applications should be addressed to General Manager – In Charge, Reserve Bank of India, 40 SDA Complex, Kasumpti, Shimla – 171009 so as to reach to him **not later than 2:00PM on or before November 26, 2020.**

The chemist will be responsible to ensure that his application is deposited on or before the due date and time. The Bank is not responsible for non-receipt of applications within the specified date and time due to any reasons including postal delays or delay in transit.

3. Period of Contract:

The contract shall be valid for an initial period of one-year, which may be extended up to a further period of two years (one year at a time) subject to an annual review by the Bank based on the satisfactory performance of the service provider. The Chemist will have to sign an agreement with the Bank on non – judicial stamp paper of Rs.100/- only at their own cost for the year 2020-21. The same may be provided every year at the time of renewal/ extension of the contract.

4. Pricing:

The chemist shall quote uniform discount on MRP printed on Medicine /Strip / Bottle / Unit packed in percentage term in respect of all items of supplies to be made irrespective of their brands or manufacturers. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The Bank will only pay the labelled MRP minus discount offered thereon. The quoted offer shall remain valid for the entire duration of the contract. The chemist shall supply price list of medicines to the Bank for record and for processing the bills.



5. Credit Slip for and delivery of supplies:

- a) On receipt of credit slip for supply of medicines issued by BMO, the delivery of supplies in full shall be made immediately to the Bank premises. The scheduled office timings are **9:45 AM to 05:30 PM** on weekdays (Monday to Friday) excluding bank holidays.
- b) In case of indent for specific brand of medicines, the brand shall not be substituted. In other cases medicines confirming to Schedule M specifications of the Central Drugs Standard Control Organization shall be supplied.
- c) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity of any medicine/drug.
- d) Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
- e) The chemist should not stop the supplies of the medicines/drugs without giving 60 days' notice.

6. Taxes

TDS on income tax or GST or GST TDS or any other tax as applicable from time to time will be deducted at source and a certificate for the same will be issued to the contractor

7. Presentation of bills:

- a) The chemist shall present the bill on monthly basis to RBI, Shimla office for the supplies made. The bill shall clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of manufacturer, batch No., date of manufacture & expiry date, credit slip No. with date etc. and any other information required by the Bank.
- b) The bill shall be supported by the original credit slip under the name and signature of the officer to whom the credit slip issued, with date etc.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.



8. Payment:

Payment shall be made after submission of the bill along with Credit Slips to the bank on monthly basis. The payment shall to be made only through NEFT for which chemist shall submit duly filled in NEFT Mandate Form.

9. Corrupt, fraudulent or unethical practices:

The Bank requires that the chemist observes the highest standards of ethics during the execution of contract for supply of medicines. The medicines/drugs to be supplied will be of standard quality. In pursuance thereof, the terms are set forth as follows:

- a) The chemist shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of the Bank in the empanelment process or in contract execution.
- b) The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of the Bank.
- c) The Bank will declare a chemist ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.
- d) The Bank may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any chemist for any of the following reasons:
 - i) supply of sub-standard/ spurious/ substitute medicines,
 - ii) delay in supply/ refusal to supply in Bank premises / non-supply of medicines,
 - iii) over charging in the bill,
 - iv) in case it is found that any particular medicine's date is expired or is near the date of expiry
 - v) if the chemist fails to perform any other obligation(s) under the contract
 - vi) if the chemist has engaged in corrupt or fraudulent practices the judgment of the Bank.

10. Penalty: -

If any such case indicated in 9 (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount already paid by the Bank, replace the medicines in question. The Bank may stop payments due or recover the cost of such supplies from the amounts due to the



chemist. The bank may impose a penalty of Rs. 500/- on each instance. The Bank reserves its right to terminate the contract and the contractor shall be liable to all risk and cost.

11. 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 on following conditions for 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 opportunity to reduce their price as well, by notifying the reduced price to them and giving them 14 (Fourteen) 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.

12. Subletting: -

The Chemist shall not sublet, transfer or assign the contract or any part thereof to any third person/agency / contractor / organization without the prior written approval of the Bank.

13. Right to accept / reject any or all applications:

Applications received after the due date and time or incomplete in any respect are liable to be rejected. The Bank reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons. The Bank reserves the right to scrap the panel at any time, without assigning any reasons thereof. The Bank's decision in this regard shall be binding and final. The General Manager – In Charge, Reserve Bank of India, Shimla has the right to modify / alter any requirements in this document at his discretion in the interest of the Bank as deemed appropriate by him. His decision in this regard shall be final.

14. Notification of acceptance:

The General Manager (O-i-C), RBI, Shimla will communicate acceptance of the successful application by a letter .

15. Indemnity:

The chemist shall indemnify the Bank against all actions, suits, claims and demands brought or made against the Bank in respect of anything done or committed to be done by the chemist in execution of or in connection with the work of this contract



and against any loss or damage to the Bank in consequence to any action or suit being brought against the chemist for anything done or committed to be done in the execution of this contract.

16. Arbitration:

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Bank and the Tenderer in connection with or arising out of the contract, whether during the contract period or on completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the General Manager-In-Charge/ Regional Director Reserve Bank of India, Shimla who shall give written award of his decision to the Bidder. The decision of the General Manager-In-Charge/ Regional Director will be final and binding. In case of any dispute arising the decision of the Bank will be final and binding on. The courts at Shimla shall have the jurisdiction for the purpose.

Declaration: -

I/We hereby declare that I/We have read and understood all the above instructions/terms and conditions and the same will remain binding upon me/us in case the above-mentioned Contract is entrusted to me/us.

Place:

Date:

(Signature of the applicant)



RESERVE BANK OF INDIA
SHIMLA
APPLICATION FORM FOR EMPANELMENT OF CHEMISTS
FOR SUPPLY OF DRUGS & MEDICINES

(A) DETAILS OF THE CHEMIST: -		
Sr. No.	Item	Details
1.	Name of the Chemist	
2.	Constitution (Company/ Partnership/ Proprietorship)	
3.	Details of Registration (Registering Authority; Registration No. & Date)	
4.	Year of Commencement of Business	
5.	Whether Manufacturer/ Authorised Distributer/ Dealer/ Agency	
6.	Name/s of the proprietor/ partner/ director/ official with designation authorized to make commitment to the Bank	
7.	Telephone No.: Mobile No.: e-mail:	
8.	Whether the chemist holds licence/s valid as on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the state under the provisions of Drugs and Cosmetics Act, 1940? Please give details of the licences	
9.	Address of the Shop/ Establishment	
10.	GST Registration No. of the Chemist	
11.	PAN of the Chemist	
12.	Whether the chemist has been convicted by the State Drugs Controller or any case is pending against the chemist under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time?	
13.	Whether the Chemist has agreed to supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC) to the Bank premises.	_____ (Yes/ No)



14.	Whether the Chemist has agreed to submit the Undertaking/Declaration as specified in Annexure-I on the letter head of the firm.	
15.	Whether the billing system is computerized?	
16.	Names of the Govt./ public Sector/ corporate clients of the chemist for bulk supply of medicines, if any Also give contact person's name and telephone numbers.	
17.	Bank Details of the Chemist: - I) Bank A/c No. II) Bank A/c Type III) IFSC Code IV) Bank Name and Address	
(B) PRICE DETAILS		
18.	% age Discount to be offered by the Chemist on MRP of all drugs/ medicines/ Strip / Bottle / Unit packed to be supplied to the Bank	_____ %

Note: -. The details of document to be attached with application form are as below:-

- (a) Copy of licenses valid 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.
- (b) Documentary evidence of address proof of the the shop / establishment of the chemist should be situated in and around Kasumpti, Chhota Shimla.
- (c) Copy of GST registration of the Chemist
- (d) PAN of the Chemist.
- (e) Undertaking/Declaration as specified in [Annexure-I](#) on the letter head of the firm.
- (f) Any other document/s



NOTE: -

- a) The application form without the documentary evidence will be rejected by the bank.
- b) The Chemist who will offer the highest percentage discount will be empanelled by the bank.

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

Signature:

Name:

Date:



ANNEX - I

FORMAT OF UNDERTAKING/DECLARATION

Certificate for acceptance of terms and conditions

(To be attached by the Chemist along with other documents on its letter head)

I / We declare that there is no case / charge under investigation / enquiry / trial against the agency / Shop / Firm. I / We have not been banned and de-listed by any Government Department / Financial Institution / have not been convicted by any Court of Law/ have no case pending before the court of law/ Police authorities for the last 10 years. I / We also declare that I shall supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC) in the Bank premises.

Signature

(Authorized Signatory)

Chemist / firm's Seal

Place:

Date: