



EMPANELMENT OF CHEMISTS FOR SUPPLYING MEDICINES AND NON-MEDICINE ITEMS AGAINST CREDIT SLIPS TO RESERVE BANK OF INDIA, RANCHI

Reserve Bank of India, Ranchi intends to enter into an Annual Contract for supply of medicines and non-medicine items to the Bank against Credit Slips issued by the empanelled doctors for an initial period of nine months w.e.f. July 01, 2022 to March 31, 2023. The empanelment will be eligible for renewal for a period of further one year starting from April 01, 2023. Maximum two renewals will be permitted on mutually agreed terms. The tendering would be made through the e-Tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/>). All the interested Chemists/ empanelled Chemist may register themselves with MSTC through the above referred website to be able to participate in the process of tendering.

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

a. NIT No.	RBI/Ranchi/Estate/46/22-23/ET77						
b. e-Tender Name	Supply of Medicine and Non-medicine items against Credit Slips issued by empanelled doctors of RBI Ranchi for the period July 01, 2022 to March 31, 2023.						
c. Estimate Amount	Rs. 25,00,000/- (Annual Basis)						
d. Earnest Money Deposit	Rs. 50,000/- (i.e. 2% of Estimated Amount) may be deposited through NEFT towards <table border="1"><tr><td>Beneficiary A/c Name</td><td>RBI NEFT Inward Received</td></tr><tr><td>Beneficiary A/c number</td><td>186003001</td></tr><tr><td>IFSC</td><td>RBIS0RNPA01</td></tr></table>	Beneficiary A/c Name	RBI NEFT Inward Received	Beneficiary A/c number	186003001	IFSC	RBIS0RNPA01
Beneficiary A/c Name	RBI NEFT Inward Received						
Beneficiary A/c number	186003001						
IFSC	RBIS0RNPA01						
e. Mode of Tender	Open Tender						

f. Date of RFQ available to the parties for download	10:00 AM on 25-05-2022
g. Pre Bid Meeting (Offline)	11:00 AM on 31-05-2022
h. Last Date of submission of EMD	10:00 AM on 15-06-2022
i. Start Bid Date	10:00 AM on 26-05-2022
j. Date of Closing of Price bid through e-Tendering	11:00 AM on 16-06-2022
k. Date & Time of opening of Part-I (Techno Commercial Bid)	-
l. Date & Time of opening of Part-II (Price Bid)	03:00 PM on 16-06-2022
m. Web Site	https://www.mstcecommerce.com/
n. Transaction Fee	As mentioned on the MSTC portal, through MSTC payment gateway /NEFT in favour of MSTC Limited. Please do not transfer the transaction fee to Reserve Bank of India, Ranchi.

In case of any clarification, you may please contact the following officials of RBI:

1. Shri Richard Alok Ekka, Assistant General Manager – hmranchi@rbi.org.in – 7033023336
2. Smt. Sangita Soren, Assistant Manager – hmranchi@rbi.org.in - 7873095700

Quotations will be opened on the due date and time as specified in this document. You may nominate a representative to be present on the occasion.

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 and **will not be published in the newspaper.**



RESERVE BANK OF INDIA, RANCHI OFFICE

REQUEST FOR QUOTATION (RFQ)

(only through e-Procurement)

Schedule of RFQ:

e-Tender No.	RBI/Ranchi/Estate/46/22-23/ET77		
e-Tender Name	Supply of Medicine and Non-medicine items against Credit Slips issued by empanelled doctors of RBI Ranchi for the period July 01, 2022 to March 31, 2023.		
Date of RFQ available to the parties for download	25-05-2022 at 10:00 AM		
Estimated Cost of Procurement	Rs. 25,00,000/- (Annual Basis)		
Earnest Money Deposit(EMD)	Rs. 50,000/- (i.e. 2% of Estimated Amount) may be deposited through NEFT towards		
	Beneficiary A/c Name	RBI NEFT Inward Received	
	Beneficiary A/c number	186003001	
	IFSC	RBIS0RNPA01	
Date of Pre-bid meeting (Offline)	31-05-2022 at 11:00 AM		
Last date of submission of EMD	10:00 AM on 15-06-2022		
Start Bid Date	10:00 AM on 26-05-2022		
Date of Closing of Price bid through e-tendering	11:00 AM on 16-06-2022		
Date & Time of opening of Part-I (Techno Commercial Bid)			
Date & Time of opening of Part-II (Price Bid)	03:00 PM on 16-06-2022		
Website	https://www.mstcecommerce.com/		

Transaction Fee	As mentioned in the MSTC portal through MSTC payment gateway /NEFT in favour of MSTC Limited. Please do not transfer the transaction fee to Reserve Bank of India, Ranchi.
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In case of any clarification, you may please contact the following officials of RBI:

1. Shri Richard Alok Ekka, Assistant General Manager – hrmdranchi@rbi.org.in – 7033023336
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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 and **will not be published in the newspaper.**



RESERVE BANK OF INDIA, RANCHI OFFICE

REQUEST FOR QUOTATION (RFQ)

Timelines for Tender Submission	
Start Date of Bidding	26-05-2022
Due Date of Bidding	16-06-2022
Opening Date of Price Bid	16-06-2022

To

All the interested Chemists/empanelled Chemist of Reserve Bank of India,
Ranchi Office

Dear Sir,

Sub: Request for Quotation for Annual Contract for Supply of Medicine and non-medicine items against Credit Slips issued by empanelled doctors of RBI Ranchi for the period July 01, 2022 to March 31, 2023 (i.e. nine months) at Reserve Bank of India, Ranchi Office.

1. We are interested to enter into an Annual Contract for supply of various medicines and non-medicine items from July 01, 2022 to March 31, 2023. The tendering would be made through e-tendering portal of MSTC e-commerce site. You are requested to submit your best uniform discount rate for medicine and non-medicine items. Your offer should be made as per format in Form– I and uploaded on the MSTC site. The EMD may be deposited through NEFT.

Account details for NEFT – deposit of EMD	A/c Name - RBI NEFT Inward Received A/c No. - 186003001 IFSC - RBIS0RNPA01
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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. 50,000/- (Rupees Fifty Thousand only)** must be submitted along with the Bids through NEFT. Bids without EMD will not be considered and will be rejected. EMD of unsuccessful bidders will be returned within **15 days** of awarding the Contract to a successful bidder. EMD of the bidders not honouring their commitment / quotations may be forfeited at the discretion of the Regional Director/General Manager (OIC), Reserve Bank of India, Ranchi who is not bound to assign any reasons for his action.
2. The successful bidder has to submit a Performance Bank Guarantee (PBG) from a scheduled bank of **Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only)** in favour of the Regional Director/General Manager (OIC), Reserve Bank of India, valid for a period beyond six months of the validity of the Contract within a period of thirty days from award of the Contract. The EMD submitted along with the bid will be returned soon after 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 nine months from the date of AC Orders and the uniform discount quoted by you shall remain firm and valid for the period. The empanelment will be eligible for renewal for a period of further one year starting from April 01, 2023. Maximum two renewals will be permitted on mutually agreed terms.
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 as per the requirement in each credit slip i.e. same day or next day. The Chemist must have their office in Ranchi to execute the order and replace the rejected material if any, on priority. The retired/working staff and their dependents will have an option to collect the medicines and non-medicine items from the Chemist directly against the credit slips. Further, unused medicines shall be returned to the Chemist for which payment will not be made by the bank, however, if the payment has been made for

such unused medicines the amount will be adjusted from the next bill. Also, medicines nearing expiry shall either be replaced by or returned to the Chemist. In case the Chemist is unable to replace medicines nearing expiry the amount will be adjusted from the next bill.

6. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the Chemist. The Chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to 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 Sr. No. 1 above will be summarily rejected. Any conditional quotations / offers will not be accepted.

8. Quotations will be opened on the due date and time as specified in this document. You may nominate a representative to be present on the occasion.

9. **Fall Clause:** If the Chemist with whom the Bank has entered into a purchase contract offers a higher discount or sells or even offers to sell medicines and non-medicine items 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.

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

11. The Regional Director/General Manager (OIC), Reserve Bank of India, Ranchi, reserves the right to accept any or reject any or all the offers received without assigning any reason thereof. The Regional Director/General Manager (OIC) also reserves the right to relax or alter any clauses mentioned in this document as seem appropriate to him in interest of the Bank.

12. The Regional Director/General Manager (OIC), Reserve Bank of India, Ranchi, reserves the right to terminate the Contract at any point of time by giving one month's notice period without assigning any reason and without prejudice to any other remedies available to the Bank.

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 and **will not be published in the newspaper.**

PRICE BID

From:

Complete address of the bidder with Phone/ Fax & Mobile No.

To: The Regional Director/General Manager (OIC)
Reserve Bank of India
4th Floor, RRDA Building, Kutchery Chowk
Ranchi

Dear Sir,

Having fully read and understood, the terms, conditions and other details mentioned in Bank's RFE document and its RFQ document, I /We hereby offer to Supply of Medicine and non-medicine items against Credit Slips at Reserve Bank of India, Ranchi, at the rate given below :

- 1) Uniform Discount on the Printed Retail Price offered on all items of supply-
 - a)
(In percentage term –in Figures)
 - b)
(In percentage term –in Words)
- 2) I undertake to bear packing, cartage and transportation expenses and also bear all taxes, CGST/SGST/IGST etc. as required or may be required under law, on aforesaid supplies.
Purchaser (the Bank) will pay only the Maximum Retail Price less the above quoted discount. I will not charge any such taxes from the purchaser (the Bank).
- 3) I also undertake to keep the above quoted rate of discount on the Maximum Retail Price on all items of supplies valid till duration of this contract.
- 4) I also undertake that all the medicines and non-medicine items shall be provided as per Credit Slip and no "substitute medicines" will be supplied.

Signature:

Date:

Name:

Rubber Stamp.:

SCOPE OF WORK AND TERMS & CONDITIONS

1 DELIVERY OF SUPPLIES

The deliveries have to be made at the Bank as per the requirement in each credit slip i.e. same day or next day. The Chemist must have their office in Ranchi to execute the order and replace the rejected material if any, on priority. The retired/working staff and their dependents will have an option to collect the medicines and non-medicine items from the Chemist directly against the credit slips.

2 NON SUBSTITUTION / CONFIRMATION WITH SCHEDULE M

In case of specific brand of medicines, the brand shall not be substituted. In all other cases, medicines and non-medicine items conforming to schedule 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 Credit Slip.

4 AUTHORITY SLIP

In case an Authorized Official of the Bank or the Bank's Medical Consultant gives any 'By Hand' Authority Slip to a beneficiary, the medicines and non-medicine items 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 and non-medicine items supplied should not have passed more than half of its shelf life at the time of supply.

6 PRESENTATION OF BILLS:

Bills may be submitted to the RBI, Ranchi every month, for payment. While making payment, the RBI, Ranchi will deduct applicable taxes at source and issue certificate in this regard.

7 PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines and non-medicine items supplied by the authorized Chemist 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 and non-medicine items without giving 30 days' notice.

8 DEDUCTIONS FOR DELAY/ DEFAULT

8.1 In case of specific brand of medicines and non-medicine items, 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 and non-medicine items for each such default.

8.2 The delivery of medicines and non-medicine items in full will be made within same day or next day, at the Bank and in case of emergency at the residence of the patients as directed by the Bank. In the event of non-supply of medicines and non-medicine items 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/General Manager (OIC), Reserve Bank of India, Ranchi reserves the right to enter into contracts with any number of Chemists.

11 SUPPLY OF MEDICINES AND NON-MEDICINE ITEMS

11.1 In case of failure or refusal on Chemist's part to supply the medicines and non-medicine items to the purchaser/ beneficiaries within the time as provided in the respective Credit Slip, 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 11.2 below.

11.2 The medicines and non-medicine items to be supplied will be of standard quality. In case it is found that any particular medicine's and non-medicine items 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 the medicines and non-medicine items, 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 and non-medicine items as per the agreed terms and conditions.

11.3 Unused medicines and non-medicine items shall be returned to the Chemist and medicines nearing expiry shall either be replaced or returned to the Chemist. In case the Chemist is unable to replace medicines and non-medicine items nearing expiry the amount will be adjusted from the next bill.

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 the Bank and will not hold the Bank responsible or obligated. The Bank may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

13 PAYMENT

The authorized Chemist shall claim payments after supply of medicines and non-medicine items. Payments of the bills presented will normally be arranged in 30 working days from the date of presentation of the bill. 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 for the purchases will be made through NEFT, for which the bidder should provide requisite bank details.

14 ARBITRATION

All the disputes and differences of any kind whatsoever relating to this agreement or arising out of the works when executed, shall be referred for settlement by reference to arbitration by the sole arbitrator to be appointed by mutual consent of the Bank and the Chemist. In case there is no agreement for appointment of sole arbitrator each party shall appoint an arbitrator and both the arbitrators appointed by both the parties shall appoint presiding arbitrator. The arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

15 CONFIDENTIALITY CLAUSE

The Chemist shall not disclose directly or indirectly any information, materials and details of the bank's infrastructure/systems/equipments etc., which may come to the possession or knowledge of the Chemist during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Chemist 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 applicable laws. The Chemist 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 as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Chemist and the Bank shall be entitled to claim damages and pursue legal remedies. The Chemist 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 Chemist's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

16 Sexual Harassment Clause

The Chemist shall comply with the provisions of “**the Sexual Harassment of women at work-place (Prevention, Prohibition and Redressal) Act, 2013**”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Chemist and the Chemist shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the Chemist against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

PERFORMANCE BANK GUARANTEE FORM (For an amount of Rs. 2,50,000/-)

To,
The Regional Director/ General Manager (OIC)
Reserve Bank of India
Ranchi

WHEREAS _____ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, Contract No. _____ dated, _____ to supply medicines and non-medicine items in RBI Ranchi (Description of Services) hereinafter called "the Contract" in pursuance of Request for Empanelment Document dated _____ and Request for Quotation dated _____ issued by RBI Ranchi.

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.2,50,000** 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 forbear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.
5. We undertake not to revoke this guarantee during its currency.
6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at _____ 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 _____ 2022 at _____ .

SIGNED, SEALED AND DELIVERED

For and on behalf of

By:

(Signature)

(Name)

(Designation)

(Address)

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____ 2022

Between

Hereinafter “the Purchaser” of the one part and

Hereinafter called “the Chemist” of the other part:

WHEREAS the Purchaser is desirous of purchasing certain medicines and non-medicine items etc. on a discounted price and has accepted a bid by the Chemist 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 Chemist;

2.2 The Request for Quotation document dated _____ submitted by the Chemist; 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 Chemist as hereinafter mentioned, the Chemist 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 Chemist 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 Chemist are as enlisted in tender document condition.
