



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

भारतीय रिजर्व बैंक, लखनऊ की औषधालयों द्वारा जारी क्रेडिट स्लिप के आधार पर बैंक औषधालयों एवं सेवानिवृत्त /सेवारत कर्मचारियों /पात्र आश्रितों को घर – द्वार पर औषधियों की आपूर्ति हेतु ई – निविदा

**e-Tender for Supply of Drugs and Medicines to Bank Dispensaries and doorstep delivery to the Retired/Serving employees/ eligible dependents against credit slips issued by the Dispensaries of Reserve Bank of India, Lucknow**

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### **Disclaimer**

Reserve Bank of India, Central Establishment Section, Lucknow, has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies or 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.

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4. The issue of this RFP does not imply that the Bank is bound to select bidder(s) or guarantee assignment of work or any minimum quantum of work in a year and the Bank reserves the right to accept or reject any or all the RFP offers or cancel the RFP without assigning any reason therefor.

## **Section I**

### **NOTICE INVITING TENDER**

Reserve Bank of India, Lucknow, (hereinafter referred to “the Bank”) invites e-tenders under Two Bid system (Technical & Financial Bid) from eligible tenderers for “Direct delivery of medicines through credit slips to the office, Aliganj Staff Colony and residence of employees/retired employees and their eligible dependents in Lucknow” for a period of 12 months i.e., July 01, 2025 to June 30, 2026. The expected procurement value during the contract is ₹ **1,90,00,000/- (Rupees One Crore Ninety Lacs only)**.

2. Online tender will be available for viewing /downloading from May 21, 2025 @ 11:00 AM from RBI website: [www.rbi.org.in](http://www.rbi.org.in) and MSTC e-portal at <https://mstcecommerce.com/eprocn>. The tenderers should upload duly completed applications along with necessary enclosures on MSTC website, as per instructions provided under Section III. Tenderers shall submit tender proposal along with EMD of ₹3,80,000 (Three Lakh Eighty Thousand only) /- as prescribed in the tender document. The technical bid will be opened electronically at 04:00 PM on June 06, 2025 at RBI, Lucknow. In the event of any date indicated above being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid of only those tenderers who are found to be eligible on evaluation of their Part I documents and subsequent visit to their site, if any, will be opened on a later date, after intimating the qualified tenderers.

3. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website 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.

The Regional Director  
Reserve Bank of India  
Lucknow

## Section II

### SCHEDULE OF TENDER (SoT)

<b>A</b>	E-tender no.	<b>RBI/Lucknow Regional Office/HRMD/1/25-26/ET/110</b>
<b>B</b>	Name of Tender	Supply of Drugs and Medicines to Bank Dispensaries and doorstep delivery to the Retired/ Serving employees including eligible dependents against credit slips issued by the Dispensaries of Reserve Bank of India, Lucknow
<b>C</b>	Mode of Tender	e- Procurement System Online - Part I - Technical Bid and Part II - Financial Bid through MSTC E-Commerce ( <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> )
<b>D</b>	Date of Notice Inviting E-tender available for viewing/download on RBI website	May 21, 2025 (Wednesday)
<b>E</b>	Date of Pre-Bid meeting (Offline)	May 27, 2025(Tuesday) at 12:00 noon
<b>F</b>	Venue of Pre-Bid meeting	2 <sup>nd</sup> Floor, Central Establishment Section, Reserve Bank of India, Lucknow
<b>G</b>	Estimated value of tender i.e., Annual procurement	<b>₹1,90,00,000/- (Annually) (Rupees One Crore Ninety Lakh Only)</b>
<b>H</b>	Earnest Money Deposit (EMD) (2% of expected annual procurement)	₹3,80,000 /- (Rupees Three Lakh Eighty Thousand only) to be deposited by each bidder in favour of Reserve Bank of India, Lucknow through NEFT only. The account details are mentioned below:
		Beneficiary account no: 186003001
		IFSC: RBIS0LKPA01(Numeric Zero at 5th and 10th place from left)
		Beneficiary name: Reserve Bank of India, Lucknow
		EMD will not carry any interest. It would be refunded to the unsuccessful bidders. In case of the successful bidder/s, the EMD will be refunded after payment of security deposit in the form of a valid performance bank guarantee and execution of the contract.
<b>I</b>	Last date and time of submission of EMD	On or before 11:00 AM of June 06, 2025
<b>J</b>	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, Lucknow. The fees charged by MSTC needs to be borne by the bidder only. Fees charged by MSTC Ltd. will not be refunded by the Bank in any case.
<b>K</b>	Date of Starting of online submission of E-tender (Technical Bid and Financial Bid) at ( <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> )	May 21, 2025, 11:00 AM onwards
<b>L</b>	Date & time of closing of online submission of E-tender (Technical Bid and Financial Bid).	June 06, 2025 till 03:00PM
<b>M</b>	Date & time of opening of Part-II (Technical Bid)	June 06, 2025, 04:00 PM
<b>N</b>	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, Lucknow. Such bidder(s) will be informed regarding date of opening of Part- II (Financial Bid) only through valid email IDs provided by them.

**Note:**

1. In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened /held on the next working day.
2. Tenders received after due date and time shall be rejected.
3. Tenders not complying with the provisions of bidding documents are liable to be rejected.
4. In case of any problem/dispute, decision of Regional Director, RBI Lucknow shall be final and binding on all parties.

**Contact Information (RBI) :-**

For queries, kindly contact / write to us at – [medicallucknow@rbi.org.in](mailto:medicallucknow@rbi.org.in), Central Establishment Section, Reserve Bank of India, Lucknow – PIN 226010

Name – Smt. Matrika Shukla Designation - Assistant General Manager Mob – 8424041189	Name – Smt. Neha Manhas Designation – Assistant Manager Tel – 9070075750
Address: - Regional Director, Reserve Bank of India, Human Resource Management Department, Lucknow E-mail - <a href="mailto:medicallucknow@rbi.org.in">medicallucknow@rbi.org.in</a>	

**Location of Dispensaries: -**

Serial No	Name of Dispensary	Address of Dispensary
1	Office Dispensary	Main Office Building, Reserve Bank of India, Lucknow
2	Colony Dispensary	Aryavart Staff Quarters, Aliganj, Lucknow

### **Section III**

#### **INSTRUCTIONS FOR E-TENDERING**

This is an e-procurement event of Reserve Bank of India, Lucknow. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

#### **Process of E-tender:**

##### **A) Registration:**

To take part in e-tenders that are published by the Bank, bidders should register themselves on the MSTC V3 portal, [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc).

Bidders are advised to keep checking the latest guidelines from the website to keep themselves updated. Bidders may also contact MSTC, Helpdesk to seek clarification on any point.

The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid over the internet will be done. The Bidder should possess Class III signing type digital certificate. Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI is not responsible for making such arrangement.

- 1) Bidders are required to register themselves online with MSTC Portal at [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU / Govt. Depts → Select RBI Logo → Register as Bidder by filling up details and creating own user id and password → Submit.
- 2) Bidders will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.
- 3) In case of any clarification, please contact MSTC/RBI, (Name of the RO), (before the scheduled time of the e-tender).

#### **Contact person (MSTC Ltd):**

<b>Name of the Regional Office</b>	Lucknow Regional Office
Phone Number	Email
9727700986	<a href="mailto:vn Singh@mstcindia.co.in">vn Singh@mstcindia.co.in</a>
<b>North Zone Helpdesk</b>	
Phone Number	Email
9909080178	<a href="mailto:vn Singh@mstcindia.co.in">vn Singh@mstcindia.co.in</a>
<b>HO Central Help Desk</b>	
Phone Number	Email
9727700986	<a href="mailto:helpdesk@mstcindia.co.in">helpdesk@mstcindia.co.in</a>
Availability: 9:30 AM to 5:00 PM on all working days for all technical issues relating to e-Auction, e-Tenders, System settings etc.	

**Contact person (MSTC):**

1. Technical Assistance, MSTC Site, IVRS No. 07969066600, 9727700986
2. Mr. Vijayant N Singh, Senior executive, 9909080178 (e-mail: [vn Singh@mstcindia.co.in](mailto:vn Singh@mstcindia.co.in))

The contact information can also be downloaded from <https://www.mstcindia.co.in/content/contact.aspx>

**B) System Requirement:**

Minimum System Requirement to run MSTC Portal:

1. Windows 7 or above Operating System
2. IE-7 and above Internet browser.
3. Signing type digital signature
4. Latest updated JRE 8(x86 Offline) software to be downloaded and installed in the system.
5. To disable "Protected Mode" go to (Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode".)
6. To Activate "Temporary Internet Files" go to (Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".)
7. To enable ALL active X controls and disable 'use pop up blocker' go to (Tools→ Internet Options→ custom level) (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

**For more details, bidder may refer to the Bidder Guide and FAQ available at <https://www.mstcecommerce.com/eprocn/>**

**C) Special Note towards Transaction fee:**

The bidders shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the bidder login. The bidders have to select the particular tender from the event dropdown box. The bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the bidder shall generate a challan by filling up a form. The bidder 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 bidder shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the bidder shall be receiving a system generated mail.

A bidder will not have the access to online e-tender without making the payment towards transaction fee. Transaction fee is non-refundable and non-reimbursable. The supplier will have to bear MSTC portal charges for participation in bidding process at the time of bidding. No refund of MSTC portal charges will be given to bidder in any case.

**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.)

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



email I.D. provided is valid and updated at the time of registration of bidder with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

**E)** E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

**F)** The Technical Bid and the Financial Bid shall have to be submitted online at <https://www.mstcecommerce.com/eprocn/>. Tenders will be opened electronically on specified date and time as given in the tender.

**G)** All entries in the tender should be entered in online Technical & Financial/Price formats without any ambiguity.

**H) Bidding in E-tender:**

1. Bidder(s) need to submit necessary 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. EMD of the unsuccessful bidder(s) will be refunded by the tender inviting authority.
2. The process involves Electronic Bidding for submission of Technical and Financial/Price Bid.
3. The bidder(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govt. depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
4. The bidder should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the bidder will not be able to save/submit his Technical bid.
5. After filling the Technical Bid, bidder should click 'save' for recording their Technical bid. Once the same is done, the Financial Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their Financial bid. Once both the Technical bid & Financial bid has been saved, the bidder can click on the "Final submission" button to register their bid.
6. Bidders are instructed to use "Attach Doc button" to upload documents. Multiple documents can be uploaded.
7. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
8. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
9. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
10. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
11. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

12. 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. In such a scenario, the MSTC transaction fee or any other charges/fees will not be re-imbursed by the Bank.

13. Bidders are requested to read the bidder guide and see the video in the page <https://www.mstcecommerce.com/eprocn/> to familiarize them with the system before bidding.

**I)** No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

**J)** Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

**K)** The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

**L)** The bidders are also advised to go through MSTC Portal for any latest changes and guidelines.

## **Section IV**

### **ELIGIBILITY CRITERIA**

Reserve Bank of India, Lucknow (hereinafter referred to as 'the Bank') invites Stockists/Chemists/Druggists (hereinafter referred to as 'Suppliers') for supply of Drugs and Medicines to Bank Dispensaries and doorstep delivery to the Retired/ Serving employees including eligible dependents against credit slips issued by the Dispensaries of Reserve Bank of India, Lucknow.

- (a) The bidder must hold valid licenses as on the date of application in specified forms (Form 20, 20-B, 21, 21-B and 21-C or any other relevant form under the relevant law) 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 for the purpose. 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 bidders will further ensure and undertake that their licenses remain valid till the end of the contract period.
- (b) The bidder 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 bidder should have a minimum annual turnover of ₹95,00,000/- (Rupees Ninety Five Lacs only) for the last three years (details in [Annex II](#)).
- (d) The bidder should have undertaken a similar business arrangement i.e. supply of medicines with at least one client such as Govt. / Semi-Govt. / Public Sector organization / any other organization / corporate during the last three years. Supporting Document of the same should be provided while applying. Client report from one client as per format in [Annex III](#) is to be provided mandatorily.
- (e) The bidder should agree to (i) supply emergency medicines and consumables to dispensaries of Reserve Bank of India, Lucknow that the Bank indents and (ii) doorstep delivery to the Retired/ Serving employees/ eligible dependents against credit slips issued 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 bidder should not have been debarred / suspended /black-listed by any Govt. / Semi-Govt. / Public Sector organization / any other organization / corporate including RBI due to service deficiencies.
- (g) The shop/establishment of the bidder should be situated in Lucknow. If shop/establishment of the bidder is not situated in Lucknow at the time of bidding then the bidder needs to ensure such arrangement in Lucknow before commencement of the work, if awarded.
- (h) GST clearance certificate should be available with the bidder.
- (i) The bidder should have a computerized billing system.
- (j) The bidder should have the capability to participate in e-tendering while drug purchase by RBI.
- (k) The bidder should not have been served the notice of termination of contract by the Bank on the basis of non-performance in past.

- (l) Bidder should have proper IT infrastructure (such as computer, internet connection, printer, dedicated e-mail. etc.) at their establishment for proper communication with the Bank.
- (m) Bidder should have proper delivery and packaging system / arrangement to supply the drugs and medicines at time.

## Section –V

### SCOPE OF WORK

Bidder may apply online for Part I - Technical Bid and Part II - Financial Bid through MSTC portal. First the Bank will open Part I - Technical Bid of all bidders and review it to check eligibility criteria mentioned in this document. Part II - Financial bid will be open for successful eligible bidders those who meet the eligibility criteria. It is necessary for bidders to register themselves with MSTC portal. The tenderers shall submit their e-tender (both Part I and Part II i.e., Technical and Financial Bids) as per the instructions regarding e-Tender, along with all supporting documents, complete in all respects, on or before June 06, 2025, up to 03:00 PM. Tenders submitted only through the MSTC 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. A declaration of financial bid on stamp paper of Rs. 200 ([Annex X](#) and [XII](#)) must be submitted in Part-II of the tender only.

#### **1. Scope of work:**

- (a) The Bank will enter into an annual contract with one or more bidders, who offer the **highest uniform discount** on all the medicines and drugs supplied to the Bank dispensary and doorstep delivery against the credit slip and throughout the contract period (hereby mentioned as uniform discount). The Bank reserves the right to enter into contract with one or more bidders as per its requirement. The Bank also reserves the right to accept or reject any or all of the offers that it may receive without giving any reasons.
- (b) The Bank is not bound to enter into contract with the only bidder who is offering the highest discount. For more details, please refer point 7 in this section.
- (c) The medicines will be supplied in two ways viz. (i) **Supply of medicines through home delivery against the credit slip and (ii) Supply of medicines directly to Bank Dispensaries against the indent.** The majority of the work and tender cost (more than 90%) includes supply of medicines through home delivery against the credit slip.
- (d) The bidders will supply the medicines and drugs at the agreed discount in the stipulated time and at the place specified by the Bank i.e. home delivery or dispensary (located at RBI Office /colony dispensaries) on the basis of credit slip and indent respectively, issued by the dispensaries of the Bank.
- (e) **Supply of medicines through indent:** The Bank will issue the indent for the supply of some emergency medicines for stocking in the dispensaries. On receipt of indent the bidder will supply emergency medicines directly to dispensaries within 3 working days of the Bank from the date of communication of the indent.
- (f) **Supply of medicines through credit slip:** In case of supply of medicines through credit slip, the steps of supply are mentioned below: -
  - i. The Bank dispensaries will issue the credit slip which will contain the details such as [patient name, age, medicine details along with quantity, contact details and address with Pin code of the patient, BMC Name (Bank Medical Consultants)]. The bidder must collect the credit slips from the dispensaries of the Bank on a daily basis. The working hours of the dispensary being followed at present are given in [Annex IX](#).

- ii. On receipt of credit slips, the bidder will deliver the medicines against each credit slip in separate sealed packets to the address mentioned on the credit slip at no extra cost of delivery and packaging to the Bank or employee.
- iii. **Delivery time:** The delivery time is mentioned below:
  - a. **Gomti Nagar and Aliganj Municipal Limits:** The credit slips issued and collected by the representative of the bidder/s needs to be delivered at the earliest but not later than one day i.e., T+1 day, if delivery address falls within the municipal limits of Lucknow. In case any medicine is urgently required, the credit slip will be mailed to the bidder by the dispensary of the Bank. Such credit slips if mailed to the bidder by 2:00 PM and the delivery address is within Gomti Nagar and Aliganj Municipal limits, then, such medicines need to be delivered by the bidder on the same day as per the delivery address i.e., T+0, where T is the issue date or email date of the credit slip whichever is later. Such credit slips which have been mailed to the bidder shall be collected physically from the dispensary by the representative along with other credit slips.
  - b. **Out of Gomti Nagar and Aliganj Municipal limits but within Lucknow District:** If delivery address is outside the Gomti Nagar and Aliganj Municipal limits but falls within Lucknow District, the medicines need to be delivered at the earliest but not later than one to two days (T+2 days) where T is the issue date or email date of the credit slip whichever is later.
  - c. **Outside Lucknow District:** For delivery address outside Lucknow District, the medicines need to be delivered at the earliest but not later than three days i.e., T+ 3 days, where T is the issue date or email date of the credit slip whichever is later.

The delivery time is summarized below:

Sr. No.	Delivery Address	Delivery Time
1	Within Gomti Nagar and Aliganj municipal limits	Not later than T+1  *If credit slip e-mailed by 2PM, then T+0
2	Out of Gomti Nagar and Aliganj municipal limits but within Lucknow District	Not later than T+2
3	Out of Lucknow District	Not later than T+3
* T is the issue date or email date of the credit slip whichever is later.		

- iv. In case of home delivery, the bidder needs to obtain the proof of delivery i.e. receivers' signature and name need to be obtained. The Bank may ask for the proof of delivery as and when required and the bidder must produce the same to the Bank within seven working days.
- v. In case, the bidder provides an OTP/delivery code-based delivery system, the OTP or delivery code can be obtained from the beneficiary instead of the signature of the beneficiary. The bidder needs to mention in the application form whether OTP / delivery

code-based delivery can be provided by the bidder. The OTP based delivery facility is optional not mandatory.

- vi. During home delivery, the medicines can be handed over to family members also, if patient is not available at home.
- vii. After the successful delivery of the medicines, the credit slips need to be submitted to the Bank along with the original bills. The details have been specified in Sr. no. 11 Presentation of Bills. The bills along with credit slips need to be dispatched by post/courier or hand delivery to Central Establishment Section, RBI. Lucknow in prescribed format. The bill against each credit slip needs to be generated in the format 'RBI, Lucknow – Patient Name – credit slip number'. (Please refer Sr no 11. Presentation of Bills).
- viii. The bidder will supply the medicines strictly as mentioned in the credit slip or indent. No change should be made in medicine's brand name, company name, quantity etc.
- ix. In case of partial supply of medicines in the credit slip, bidders must indicate the quantity of medicine supplied and the remaining quantity to be supplied specifically in the credit slip. Remaining quantity must be supplied at the earliest (max within two days) as per the delivery schedule mentioned here. In such cases, the Chemist shall furnish the invoices against that particular credit slip to the Bank for payment, only after all the medicines enumerated in such credit slip have been delivered by the Chemist.
- x. If the medicine is not available with the bidder or the bidder is incapable in arranging the medicine for the supply, the bidder should communicate the same to the Bank's Dispensary through email at the earliest (not later than 1 day) of the credit slip date/indent date. While communicating to the Bank's Dispensary, the bidder may provide the details of the substitute medicine, if available. The bidder may supply the substitute /alternative medicine only after the approval of the Bank.
- xi. **In order to provide a tentative idea of the delivery address, it is informed that around 85% of the beneficiaries resides in Lucknow district, however, the vendor should ensure the delivery of medicines to any part of country as and when requested.**
- xii. At any point of time, at least 90% of all the medicine orders on credit slips for delivery within Lucknow Municipal Limits should be delivered within one day of credit slip issuance (read with para iii above). In exceptional cases like non-availability of certain medicines, logistical issues, etc. agreeable to the Bank, a maximum of 10% of all the orders on credit slips for delivery within Lucknow may be allowed to exceed the next day delivery requirement, however all such orders must be delivered within a maximum of three days. The delay in delivery of medicines, non-collection of the credit slips through the representative on daily basis will also be considered as deficiency in services along with other conditions mentioned at para 13 of this section.
- xiii. The delivery of supplies in full will be made as per mentioned timeline above for the indent and credit slip. In the event of non-supply of medicines in time, the Bank reserves the right to deduct up to Rs. 100/- for each credit slip for each day or part thereof of delay in respect of credit slip.

## **2. Pricing**

- (a) In response to the Bank's Tender, the bidder should quote uniform 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. The Bank will only pay the labeled MRP minus discount allowed thereon. The quoted offer shall remain valid for the entire duration of the contract.
- (b) It should be noted that liability to pay any duties, levies or taxes livable under the law would be that of the bidder.
- (c) The bidder will also have to bear all the expenses connected with proper packaging, carting, transportation, doorstep delivery, delivery partner etc. in connection with supply to any place specified by the Bank.
- (d) No other payment/reimbursement/claim will be entertained by the Bank.

## **3. Performance Bank Guarantee**

- (a) On entering into an annual contract with the Bank, as specified above, the bidder will have to furnish a Performance Bank Guarantee (PBG) for 5% of the tender value as specified in [Annex I](#), in favour of Regional Director, Reserve Bank of India, Lucknow, valid for 18 months issued by a Scheduled Bank. In case the Bank enters into multiple contracts with multiple bidders, the PBG will be equally divided among selected bidders for the annual contract.
- a) No claim shall be made against the Bank in respect of interest if any due on the PBG. The PBG should remain valid up to six months beyond the validity of the contract. The amount of PBG shall be liable to be forfeited if the medicines supplied by the authorized bidder against the credit slip placed on them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The PBG shall be invoked under the following conditions:
  - i. In case of non-commencement of work
  - ii. In case of non-performance of contract obligations or fails to comply with any of the conditions of the contract, over charges or delivers with substantial delays beyond the prescribed period.
  - iii. If the medicines supplied by the authorized chemist against the Supply Order placed on them in pursuance of this contract are subsequently found as having been stolen, sub-standard, spurious medicines or substitute medicines or not conforming to quality.
  - iv. Non-adherence to offered discount.
  - v. Discrepancies in billing.
  - vi. Any other deficiency in service, as ascertained by the Bank.

## **4. Earnest Money Deposit (EMD)**

- (a) Bidders, at the time of participating in Price-bid, shall deposit Earnest Money Deposit (EMD) for an amount equal to 2% of the expected annual procurement as specified in [Annex I](#), which shall be remitted to the bank account of Reserve Bank of India, Lucknow through NEFT only. NEFT details are mentioned below: -



Earnest Money Deposit (EMD)	(being 2% of the total contract value shall be deposited by each bidder) in favour of Reserve Bank of India, <u>Lucknow</u> .	
	Beneficiary account no:	186003001
	IFSC:	RBIS0LKPA01 (Numeric Zero at 5th and 10th place from left)
	Beneficiary name:	Reserve Bank of India, Lucknow

- (b) The EMD will be returned to all the unsuccessful bidders after the completion of the price-bid process. No interest will be paid on the EMD.
- (c) If upon award of work, the bidder fails to commence the work within 7 days, EMD shall be liable to be forfeited, and such bidder shall also be liable to be debarred from participating in any future tender or undertaking any work in the Bank for a period of two years. However, before debarring such bidder, the Bank shall give notice and consider the reply, if any, given by the bidder.
- (d) Earnest money in case of successful bidder will be refunded soon after the receipt of Performance Bank Guarantee. No interest will be paid on the EMD.

## 5. Period of Contract

- (a) The contract will remain valid for 12 months only (July 01,2025 to June 30,2026). The Bank reserves the right to terminate / end the annual contract at any time during the period the contract with the bidder by giving a notice of 30 days in advance. The Bank is not bound to specify any reason while issuing the 30 days' period notice.
- (b) The Bank also reserves the right to extend the validity of the existing annual contract for the period as per the requirement of the Bank or one year at a time and at the same discount rate subject to satisfactory performance of the bidders. The bidders need to submit the revised Performance Bank Guarantee (PBG) with extended validity and fresh Annual Contract if in case the validity is extended by the Bank. In no case, the contract period will be extended beyond three years in total.
- (c) The period of contract may be considered for extension by the Bank subject to the satisfactory performance of supplier and Bank's administrative convenience and requirements.
- (d) In respect of the annual purchase contract, supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.
- (e) The supplier should not stop the supplies of the medicines/ drugs without giving 30 days' notice to the bank.
- (f) The Bank reserves the right to terminate the annual contract immediately and delist the suppliers from the supply of the medicines if services of the suppliers are found unsatisfactory. However, before terminating/delisting such supplier, the Bank shall give notice and consider the reply, if any, given by the supplier.

## 6. Documents establishing eligibility

The following documents should be uploaded on MSTC Portal as a part of Pre-qualification (PQ) Criteria along with the application.

- a) Duly filled and signed, Form of Tender (as per format at [Annex I](#)) on Bidder's letter head.
- b) Duly filled and signed, Application form (as per format at [Annex II](#)) on Bidder's letter head.
- c) Banker's certificate for solvency from bidders' banker as per format in [Annex XIII](#).
- d) Bidder should submit the details of their banker and bank account details along with a cancelled cheque of the account, as per [Annex IV](#).
- e) Client list showing details of work carried out by them during the last 5 years and the details of at least one similar work order received before April 07, 2020 as per Annex V with the copy of work orders, to establish work experience as specified in para (b) of section III (b) above.
- f) Client report/ certificate for each of the qualifying work from clients as specified in para (c) of section III (b) above in [Annex VI](#).
- g) Self-attested copies of:
  - i. Registration of the company/ partnership/ proprietorship
  - ii. Valid licenses held by the chemist as on the date of application.
  - iii. Valid GST registration Certificate
  - iv. Valid PAN card allotted to the chemist.
- h) Documentary evidence of the shop/ establishment within Lucknow.
- i) Self-attested copy of MSME certificate, if registered under MSME Act.
- j) Proof of submission of EMD. Proof of remittance with transaction number (scanned copy) shall be uploaded in the Part I documents.
- k) Copy of No Conviction Certificate from State Drugs Controller that the chemist/ firm has not been convicted of any offence under the Drugs and Cosmetics Act and Rules made thereunder and no case is pending against the firm / chemist under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 or Drug (Price Control) order 2013 or other orders issued from time to time. An affidavit to the effect duly notarised is acceptable in lieu thereof.
- l) Copies of audited balance sheets for the last three (03) financial years (2023-24, 2022-23 and 2021-22), and IT returns for the corresponding assessment years and copy of provisional balance sheet for FY 2024-25 along with a certificate from Chartered Accountant certifying yearly turnover for the financial years (2024-25, 2023-24 and 2022-23) may be submitted.

In addition to the documents mentioned above, the Bank reserves its right to call for additional documents, if required, at any point of time.

## 7. Awarding of Annual Work Contract

Bidder(s) are required to submit uniform discount offered by them in percentage on MRP. Example: If bidder wants to give 25% discount, they have to mention only 25 in the required field.

- i) In the event of there being more than one H1 (offering highest uniform discount on MRP) bidder, the entire work will be evenly distributed among the H1 bidders.

- ii) Otherwise, the entire work will split evenly between H1, H2, H3 and H4 bidders, subject to the H2, H3 and H4 bidders agreeing to accept the rates offered and accepted by H1 bidder. This is without any prejudice to the working capacity of H1 bidder and is only meant to reduce complete reliance on one supplier.
- iii) If H2, H3, H4 etc. are not agreeable to match the offered rate of H1, then the entire work will be awarded to H1 bidder.
- iv) The vendor will supply the medicines at the agreed discount in the stipulated time and at the specified place based on the indents issued from time to time by the BMCs of the Bank.
- v) The Bank also reserves the right to split/ divide its purchases among two or more vendors/ bidders.
- vi) The Bank also reserves the right to accept any or reject any or all the offers that it may receive without giving any reasons.
- vii) The successful bidders will enter into an Annual Contract Agreement with the Bank as per the format in [Annex VIII](#). The contract will be valid for the period July 01, 2025 to June 30, 2026 and the uniform discount quoted by the vendor/ bidder shall remain firm and valid for the period.
- viii) All the vendors may please note that any amendments/ corrigendum to the tender document, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

#### **8. Right to accept / reject any or all applications**

- (a) Applications received after the due date and time or incomplete in any respect are liable to be rejected.
- (b) The Bank reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons.
- (c) The Bank has the right to modify / alter any requirements in this document at its discretion in the interest of the Bank as deemed appropriate by it.
- (d) The Bank reserves the right to end the contract at any time, without assigning any reasons thereof. The Bank's decision in this regard shall be binding and final.

#### **9. Notification of acceptance:**

The Bank will communicate acceptance of the application by a letter/ e-mail.

#### **10. Delivery of supplies:**

- (a) 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.
- (b) In case of indent for specific brand of medicines, the brand shall not be substituted. In other cases, medicines conforming 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 indented of any particular medicine/drug.
- (d) The bidder should not stop the supplies of the medicines/drugs without giving 30 days' notice.

#### **In case emergency medicines supply through indent**

- (e) On receipt of indent for supply from the Bank, the delivery of supplies in full shall be made at the premises of the Bank's dispensary to which the indent pertains, during the working hours of the dispensary as soon as possible but not later than three working days.
- (f) The Bank shall have discretion to return near expiry medicines, i.e., medicines having three months of shelf life left, to the vendor.
- (g) The supplier will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned dispensaries.

**In case medicines supply through Credit slip**

- (h) On receipt of credit slip, the medicines will be supplied against each credit slip in separate sealed packets to Office/ home of employees/ retirees.
- (i) The delivery should be done as per details mentioned at point 1 'Scope of Work'.
- (j) The Supplier will be required to take proof of delivery for each credit slip from the recipient (retired/serving employee/eligible dependent of the Bank) with sign, date and time of delivery mentioned. In case of OTP based delivery system signature is not required. If the supplier agrees to provide the service of OTP/delivery code-based delivery, then all the deliveries should be done through OTP/delivery code-based delivery system only. The OTP based delivery facility is optional not mandatory. The Bank may ask for the proof of delivery as and when required and the supplier must produce the same to the Bank within seven working days.

**11. Presentation of bills:**

- (a) The supplier shall present a consolidated report, bills and credit slip to RBI, Lucknow office for the supplies made as mentioned below.

Sr No	Medicines supplied for the credit slip issued	Consolidated report and bill submission date
1	From 01 <sup>st</sup> day of month to 10 <sup>th</sup> day of month	Latest by 15 <sup>th</sup> day of the month
2	From 11 <sup>th</sup> day of month to 20 <sup>th</sup> day of month	Latest by 25 <sup>th</sup> day of the month
3	From 21 <sup>st</sup> day of month to last day of month	Latest by 05 <sup>th</sup> day of the following month

- (b) Along with the bill, a consolidated report in the below-mentioned format (tentative) needs to be provided to the Bank (in excel format). **The tentative format is as follows:**

Sr No	Bill No	Patient Name	MRP	Payable Amount (MRP – Discount)	Taxable Value (Before GST and after discount)
This format is tentative and subject to change as per the requirements of the Bank in future. The supplier can provide the data in excel file in their format as per their software, however, the above fields mentioned in the table are mandatory.					

- (c) The bill against each credit slip needs to be generated in the specified name format 'RBI – Patient Name – credit slip number'. For e.g. A credit slip number 312 is issued to the patient ABC, then the bill can be generated in the format 'RBI Lucknow-ABC-312'.
- (d) The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of manufacturer, batch No., date of manufacture & expiry date, indent /credit slip No. with date etc. and any other information required by the Bank.
- (e) Each bill shall be supported by the indent/ credit slip along.
- (f) Payment will be made by the Bank after deducting applicable taxes at source and issue certificate in this regard.
- (g) Incomplete bills not accompanied by any of the particulars mentioned in (b) & (c) above will not be entertained.
- (h) The bidder shall also maintain a soft copy of the credit slips in the prescribed format, which is to be submitted to the Bank before presentation of bills.

## **12. Payment:**

- (a) Payment of the bills presented during the month will normally be paid by 20<sup>th</sup> of the following month. However, the supplier shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any reasons.
- (b) The payment has to be through NEFT for which supplier should give requisite details of bank /branch address, account No., account title, etc.
- (c) 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.
- (d) The delivery of supplies in full will be made at the earliest or as mentioned timeline above for indent and credit slip. In the event of non-supply of medicines in time, the bank reserves the right to deducted 100/- from each bill of the supplier for each day or part thereof of delay in respect of credit slip.

## **13. Corrupt, fraudulent or unethical practices**

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

- a. The supplier 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 process or in contract execution.
- b. The supplier shall not resort to misrepresentation of facts in order to influence the process or execution of a contract to the detriment of the Bank.
- c. The Bank will declare a supplier ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the supplier 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 supplier for any of the following reasons:
  - i. If the chemist fails to provide any or all of the services within the period(s) specified in the contract
  - ii. supply of sub-standard/ spurious/ substitute medicines,

- iii. delay in supply/ refusal to supply/ non-supply of medicines,
  - iv. over charging in the bill,
  - v. in case it is found that any particular medicine's date is expired or is near the date of expiry.
  - vi. if the supplier fails to perform any other obligation(s) under the contract
  - vii. in the judgment of the Bank has engaged in corrupt or fraudulent practices.
  - viii. If the supplier, being an individual, dies, the Employer shall have the option of terminating the contract without any liability for such termination and compensation to the Vendor.
- e. If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the supplier 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 supplier.
- f. **The Bank reserves the right to seek a drug test report of any medicine/s which are being procured by the Bank through indent or credit slip from the supplier at any point of time during the contract period. The drug test, if requested by the Bank, needs to be mandatorily conducted through the Govt. Lab/ Govt. approved labs by the suppliers as per the extant instructions issued by the concerned competent authority.**

#### **14. Applicability of best prices**

If the supplier 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 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. The Supplier shall also replace the expired medicines as per the stipulated terms and also comply with the terms and conditions of the agreement that will be entered between the Bank and the Supplier.

#### **15. Indemnity**

- (a) The supplier 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 supplier in execution of or in connection with the work of this contract and due to non-adherence to the terms and conditions as stipulated therein in this document or contract for this purpose and against any loss or damage to the Bank in consequence to any action or suit being brought against the supplier for anything done or committed to be done in the execution of this contract.
- (b) The Supplier shall abide by the job safety measures prevalent in India and shall free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the supplier's negligence. The supplier shall pay all indemnities arising from such incidents without any extra cost to the Bank and will not hold the Bank responsible or obligated.

(c) In case any employee of the supplier so deployed enters in a dispute of any nature whatsoever, it will be the primary responsibility of the supplier to settle/contest the same. In case the Bank is made party and is supposed to contest the case, the Bank will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the supplier to the Bank on demand. Further, the supplier shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

#### **16. Debar/Disqualify**

In the event the Supplier fails to fulfil the requirements of the agreement, the Bank reserves right to debar/disqualify/delist the Supplier from participating in any process or from supplying medicines to the Bank for a period of three years. However, before doing so the Bank may give a show cause notice to the Supplier and consider reply, if any, submitted by the Supplier to such notice. The decision of the Bank shall be final in this regard.

#### **17. 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 Supplier in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Bank who shall give written award of his decision to the Supplier. The decision of the Bank will be final and binding.

#### **18. Legal Suits**

All legal suits, actions or proceedings relating to or arising out of the agreement / contract shall be subject to jurisdiction of courts/tribunals at Lucknow only.

#### **19. Non-Disclosure Clause**

The Supplier shall not disclose directly or indirectly any information materials and details of the Banks, infrastructures/ systems/ equipment, etc., which may come to the possession or knowledge of the supplier 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 supplier shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it to comply with applicable laws. The supplier shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper to elsewhere without the previous written consent of the Bank. The supplier shall indemnify the bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Supplier or its employees / agents. Failure to observe the above shall be treated as breach of contract on the part of the supplier and the Bank shall be entitled to claim damages and pursue legal remedies. The Supplier shall take all appropriate action with respect to its employees / agents to ensure that the obligation of non-disclosure of confidential information under the agreement are fully satisfied.

## **20. Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013**

- (a) The Supplier shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint shall be referred to the appropriate committee constituted under the said Act. The supplier shall be responsible for educating its employees or agent or supply men about prevention of sexual harassment at workplace and related issues. The supplier shall ensure appropriate action under the said act in respect of the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the supplier against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c) The supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees or agents or supply men of the supplier, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the supplier is proved.
- (d) The supplier shall be responsible for educating its employees or agents or supply men about prevention of sexual harassment at workplace and related issues.
- (e) The supplier shall provide a complete and updated list of its employees or agents or supply men who are deployed for the purposes of the contract within the Bank's premises.

**21. Statutory compliance to Labour laws:** The Bidder shall comply with the necessary statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees state Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them. The bidder shall be solely responsible for any violation of provision of the above-mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, Lucknow indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Bidder's failure to fulfil any of the obligations hereunder and / or under the said Acts, rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Lucknow shall be entitled to cover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the bidder's monthly payment.

The authorized Chemist(s) shall not resort to sub-contracting of any order/purchase order received from the Bank.

## **22. Insolvency or death of bidder**

In the event of the bidder 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 the Breach of contract.

### **23. Insurance**

The successful bidder/s shall take "all risk policy" for the contract value for one-year renewable thereafter if the contract is renewed by the Bank; failing which all liability to indemnify the Bank against any loss caused by the successful bidder or its employees, agents, assignees etc. to the life, person, health, reputation of any employee/retired employee/beneficiary or any incidental third party and/ or to the property of the Bank or its employees/retired employees/beneficiaries in the course of business shall lie with the successful bidder. On a failure to procure such a policy, the Bank reserves the right to recover the monetary equivalent of the loss, from the successful bidder (deductible from but not limited by the bidder's outstanding bills).

### **24. Force Majeure**

Notwithstanding anything contained in this document, neither party shall be liable for any delay in performing obligations hereunder, if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the statutory authority, Act of God, natural calamity or social uprising, 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.

### **25. Disclaimer**

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

(b) 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.

**26. All the expenses required for execution of this contract shall be borne solely by the vendors/supplier.**

[illegible]

## **Section – VI**

### **Pre-Bid Meeting**

Pre-Bid meeting details are mentioned below: -

1	Date of Notice	May 21, 2025
2	Date of Pre-Bid meeting	May 27, 2025
3	Time of Pre-Bid meeting	12:00 noon
4	Mode of Meeting	Offline at RBI premises
5	Venue of Pre-Bid meeting	2 <sup>nd</sup> Floor, Central Establishment Section, Reserve Bank of India, Lucknow
6	Full Address	Reserve Bank of India, Lucknow, PIN 226010
7	Entry Pass	For arrangement of entry pass, please e-mail your Name, Address and Mobile number on or before May 21, 2025 on <a href="mailto:medicallucknow@rbi.org.in">medicallucknow@rbi.org.in</a>

**FORM OF TENDER**

Place:

Date:

To,

Regional Director  
Reserve Bank of India  
Central Establishment Section  
Medical Section  
Lucknow

Dear Sir,

Having read and examined the Notice Inviting Tender, specifications, terms and conditions, instructions to tenderers and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to supply medicines to the beneficiaries specified in the said memorandum within the time specified in the said memorandum at the discount mentioned in the Price Bid contained in the Part II by and in all other respects in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

NIT No / e-Tender no.	<b>RBI/Lucknow Regional Office/HRMD/1/25-26/ET/110</b>
Name of the Work:	Home delivery of medicines to retirees and serving employees (referred to as "beneficiaries") of the Bank within Lucknow
Estimated Cost of the work	₹1,90,00,000/- (Rupees One Crore Ninety Lacs only).
Earnest Money Deposit (EMD)	₹3,80,000/- (Rupees Three Lacs Eighty Thousand only)
Performance Bank Guarantee (PBG)	<b>₹9,50,000/- (Rupees Nine Lakh Fifty Thousand only)</b>

2. We agree to keep the tender open for the validity period (July 01, 2025 to June 30, 2026) and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.

3. A sum of ₹3,80,000/- (Rupees Three Lacs Eighty Thousand only) mentioned as Earnest Money at para 3 of Section III (a) of tender document is hereby forwarded/ uploaded in the form specified therein. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period as specified at para 4 of Section III (a), I/We agree

that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work with seven (07) days, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

4. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Employer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.

6. I/We hereby declare that I/We shall treat the tender document and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

7. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

8. Our bankers are (Name and full address) –


The names of partners of our firm are:


Name of the partner of the firm authorized to sign:


Yours faithfully,

Signature of Tenderer with seal

Signatures and addresses of witnesses –

	Signature	Address
(i)		
(ii)		

**Reserve Bank of India  
Central Establishment Section  
Lucknow**

**Application form for Direct delivery of medicines through credit slips to the office,  
colonies and residence of employees/ retired employees and their eligible dependents  
in Lucknow**

<b>Sr. No.</b>	<b>Item</b>	<b>Details</b>
1	Name of the Supplier	
2	Constitution (Company/ Partnership/ Proprietorship)	
3	Details of Registration (Registering Authority; Registration No. & Date)	
4	Year of Commencement of Business	
5	GST No.	
6	PAN No.	
7	Whether Manufacturer/ Authorised Distributer/ Dealer/ Agency	
8	Name/s of the proprietor/ partner/ director/ official with designation authorized to make commitment to the Bank	
9	Telephone No.: Mobile No.: e-mail	
10	Address	
11	Whether the supplier 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 provisions of Drugs and Cosmetics Act, 1940. Please give details of the Licenses.	

12	Whether the supplier has been convicted by the State Drugs Controller.		
13	Whether GST clearance certificate is available with the supplier?		
14	Whether the billing system is computerized?		
15	Agreement to the best price norm (refer para 14) (Yes/No)		
16	Names of the Govt. / public Sector/ corporate clients of the supplier for supply of medicines. Also give the contact person's name and telephone numbers.		
17	Name and address of the Principal Banker Please also provide telephone numbers.		
18	Financial year's annual turnover:	2021-22	
		2022-23	
		2023-24	
19	Whether Supplier has a minimum turnover of Rs. 95,00,000/- (Rupees Ninety Five Lacs only) for the last 3 financial years. (Copies of balance sheets for last three financial years, duly certified by a Chartered Accountant/ ITR / Turnover certificate duly certified by a Chartered Accountant)		
20	Whether submitted client report / certificate (Yes / No) Annex III		
21	Whether submitted Banker's Certificate (Yes / No) Annex IV		
22	Whether submitted declaration of debarment by public institution(s)(Yes / No) Annex V		
23	Whether the supplier can provide OTP/delivery Code based delivery (Yes/No)		
24	Number of outlets/shops of the supplier (The address of all the outlets/shops can be provided separately)		



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

Signature

Name:

Designation:

Date:

Seal:

**PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE**  
**(Can be filled and printed separately)**

Name & address of the client:

Details of works executed by Shri/M/s.....  
(name of supplier)

1. Name of work with brief particulars:

2. Agreement No. and date:

3. Agreement amount (approximates are also acceptable):

4. Details of penalties levied (indicate amount) if any for non-performance or non-adherence to terms:

5. Name, address, telephone number and email id of the authority under whom supply executed:

6. Comments on the capabilities of the supplier:

- a) Technical proficiency
- b) Financial soundness
- c) Adherence to timelines
- d) Quality of work
- e) General behavior

The undersigned is competent to issue this certificate.

“Countersigned”

Signature of the Reporting Officer  
with office seal and date

Name and designation:  
Contact Number:

**Details of Banker/ Bank Account Details****Details of the Banker**

1.	Name of the Bank	:	
2.	Address of the Bank	:	
3.	Name of the Branch	:	
4.	Name of Contact Person	:	
5.	Mobile Number (mandatory) & Fax Nos	:	
6.	Official Email id of Contact Person (Generic official email id not accepted)	:	

**Details of the Bank Account**

1.	Account Name	:	
2.	Account Number	:	
3.	Type of Account (Savings, Current etc.)	:	
4.	PAN Number	:	
5.	IFS Code	:	
6.	GST Number	:	

Note : Enclose a copy of cancelled cheque of the account

**Signature of the Authorized Official with Seal**

**Date:**

**Work Experience****Details of Medicine Supply work executed during the last five (05) years**

<b>Sr. No.</b>	<b>Name and address of the Firm/ Client</b>	<b>Value of the work executed</b>	<b>Whether the work is completed in time or not (Yes/ No)</b>	<b>Start Date and Completion Date of the Work</b>	<b>Reasons for delay, if any</b>	<b>Completion period as per work order</b>	<b>Telephone / Fax no and Contact person of the Firm</b>

(Attach sheet if required)

**Signature of the Authorized Official with Seal****Date:**

**Annex VI**

**PROFORMA OF BIDDER'S CERTIFICATE REGARDING PERFORMANCE**  
(can be filled and printed separately)

1.	Name and address of the bidder	:
2.	Details of works executed by the Bidder	:
3.	Name of work with brief particulars	:
4.	Agreement No. and date	:
5.	Agreement amount (approximates are also acceptable)	:
6.	Details of penalties levied (indicate amount) if any for non-performance or non-adherence to terms	:
7.	Details of the authority under whom supply executed	
	Name	:
	Designation	:
	Address	:
	Telephone No (Mobile No is compulsory)	:
	Email ID (compulsory)	:
8.	Comments on the capabilities of the chemist (Excellent / Very Good / Good / Satisfactory / Poor)	
	(a) Technical proficiency	:
	(b) Financial Soundness	:
	(c) Adherence to timelines	:
	(d) Quality of work	:
	(e) General behaviour	:

The undersigned is competent to issue this certificate.

Signature of the Reporting Officer with office seal and date  
Name & Designation:  
Mobile number/s

**PERFORMANCE BANK GUARANTEE FORMAT**

**(For 5% of expected Annual Procurement)**

To  
The Regional Director  
Reserve Bank of India  
Lucknow

WHEREAS (Name of successful supplier) hereinafter called "Successful Supplier" has undertaken, Annual Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2025 to \_\_\_\_\_ (Description of Services) hereinafter called "the Contract" in pursuance of the Documents of Notice Inviting Tender no \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_.

AND WHEREAS it is one of the terms of the tender document that the successful supplier 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 supplier shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful supplier's performance obligations in accordance with the contract.

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

THEREFORE, WE hereby affirm that we are guarantors and responsible to you up to a total sum of **10% of expected Annual Procurement i.e. ₹19,00,000/- (Rupees Nineteen Lacs only)** and we undertake to pay you, upon your first written demand declaring the successful supplier to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

2. A letter from your office that the successful supplier has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful supplier 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 supplier 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 supplier shall not, in any way, or manner affect our liability or obligation under this guarantee.

4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance

or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.

6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 18 months or until it is released by you pursuant to the provisions of the contract.

Signed and sealed on (Date)

SIGNED, SEALED AND DELIVERED

For and on behalf of:

(Signature)

(Name)

(Designation)

(Address)

**ANNUAL CONTRACT FORM**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Between

\_\_\_\_\_  
(Name and address of purchaser)  
hereinafter "the Purchaser" of the one part  
and

\_\_\_\_\_  
(Name and address of supplier)  
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 meaning 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 tender document dated \_\_\_\_\_ submitted by the Supplier;
  - 2.2 The Terms and conditions mentioned in the tender
  - 2.3 The Purchaser's Notification of Award
3. In consideration of the payments to be made by the purchaser to 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.

For & on behalf of  
Reserve Bank of India  
(The Purchaser)

For & on behalf of  
\_\_\_\_\_  
(The Supplier)



**List of Dispensaries**

<b><u>Sr. No.</u></b>	<b><u>Name &amp; Address of Dispensary</u></b>	<b><u>Timings</u></b>
1	Office Dispensary, Main Office Building, Reserve Bank of India, Lucknow	09:30 am to 05:30 pm (Monday to Friday)
2	Colony Dispensary, Aryavart Staff Quarters, Aliganj, Lucknow	07:00 am to 12:00 pm (Monday to Saturday)

**Note:** Dispensary location and timings may be modified by the Bank at its own discretion, whenever necessary

**Format of Non-Disclosure Agreement**

(To be taken on ₹200 stamp paper from successful bidder only)

**Non-Disclosure Agreement**

The bidder shall not disclose directly or indirectly any information, data and / or any detail of the Bank, which may come to the possession or knowledge of the bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at the times hold the same in strictest confidence. The bidder 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 Bidder shall not publish, permit to be published, or disclose any particulars of the information without the previous written consent of the Bank. The Bidder shall indemnify the Bank for any loss suffered by 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 Bidder and the Bank shall be entitled to claim damages and pursue legal remedies.

The Bidder 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 Bidder's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement for whatever reason.

**Format for declaration on Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013**

(To be taken on letterhead of successful bidder only)

- i) The Supplier shall be solely responsible for full compliance with the provisions of “The Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act 2013”. In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint shall be referred to the appropriate committee constituted under the said Act. The supplier shall be responsible for educating its employees or agent or supply men about prevention of sexual harassment at workplace and related issues. The supplier shall ensure appropriate action under the said act in respect of the complaint.
- ii) Any complaint of sexual harassment from any aggrieved employee of the supplier against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- iii) The supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees or agents or supply men of the supplier, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the supplier is proved.
- iv) The supplier shall be responsible for educating its employees or agents or supply men about prevention of sexual harassment at workplace and related issues.
- v) The supplier shall provide a complete and updated list of its employees or agents or supply men who are deployed for the purposes of the contract within the Bank’s premises.

**Declaration of Commercial Bid on ₹200 Stamp Paper**

**(To be submitted as part of the Financial Bid)**

**DECLARATION OF FINANCIAL BID**

We hereby confirm that we have gone through the scope of RFP and confirm acceptance of the terms and conditions stated therein. We also confirm that we have underwritten contract rates are on the basis of scope of work and package details and incorporating all costs under policy outgo. We accept that the quote submitted is based on necessary internal approval of Competent Authority and shall not change the quote after bid submission and opening of the financial bid. The quote shall be valid for the entire policy/contract period i.e., from July 01, 2025, to June 30, 2026 and for the renewal periods as well in case of extension of the contract

Decision of Reserve Bank of India shall be final and binding in case of any deviation.

Date

Signature with seal

Name:

**BANKER'S CERTIFICATE OF SOLVENCY**

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship / Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Address of the firm.
4. Credit facility/ Overdraft facility enjoyed by the firm:
5. Dealings:
6. The period from which the firm has been banking with your bank:
7. Any other remarks

This is to certify that to the best of our knowledge and information M/S/Shri/ Ms \_\_\_\_\_ having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to a limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature with authorised official seal)

Name:

Designation with Employee ID:

Date:

Mobile no & Official E-mail ID:

For the Bank

Note:

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

**PART II: FINANCIAL BID**  
**(to be submitted in Part -II of the tender only)**

**e-TENDER**

**for**

**Direct delivery of medicines through credit slips to the office, colonies and residence of employees/ retired employees and their eligible dependents in Lucknow**

**e-Tender Number: RBI/Lucknow Regional Office /HRMD/1/25-26/ET/110**

**Period of Contract: July 01, 2025 to June 30, 2026**

The Regional Director  
Reserve Bank of India  
(Name of the RO)

Dear Sir,

I/ We have fully read and understood, the terms, conditions and other details mentioned in the Bank's NIT and RFQ document dated \_\_\_\_\_.

2. I/ We hereby offer to supply medicines to the dispensaries of Reserve Bank of India, \_\_\_ at the rate given below:

- i. Uniform Discount on the Printed Retail Price offered on all items of supply:

Medicine Supplies	:
	(in percentage terms – in figures)
	:
	(in percentage terms – in words)

- ii. I undertake to bear packing, cartage and transportation expenses and also bear all taxes, VAT /Sales Tax / Levy/ Cess/ Octroi, etc. as required or may be required under law, on aforesaid supplies. Purchaser (the Bank) will pay only the Printed Retail Price less the above quoted discount. I will not charge any such taxes from the purchaser (the Bank).
- iii. I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid till duration of this contract.

- iv. I also undertake that all the medicines shall be provided as per indent / Supply Order and no “substitute medicines” will be supplied.

Date:  
Stamp:

Signature:

Name: