

E-TENDER for Supply of Medicines to the Bank's dispensaries at Patna, Supply of Medicines on Credit Slips and home delivery of medicines to the beneficiaries within the municipal limits of the city of Patna based on authenticated advice of the BMC for the period December 01, 2025 – March 31, 2026

E-Tender No. - RBI/Patna Regional office/Estate/15/25-26/ET/633 [Medicines supply to RBI Patna]

DISCLAIMER

The Bank has prepared this document to give background information to the interested parties on the tender for "Empanelment of Suppliers / Chemists / Stockists / Druggists for Supply of Medicines to the Bank's dispensaries at Patna, Supply of Medicines on Credit Slips and home delivery of medicines to the beneficiaries within the municipal limits of the city of Patna based on authenticated advice of the BMC.

- 2. While the Bank has taken due care in preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed 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.
- 3. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by the Bank in submitting the Tender. The information is provided on the basis that it is non binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.
- 4. The Bank reserves the right not to proceed with the Contract, to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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SCHEDULE OF TENDER (SOT)

Α	E-tender no.	RBI/Patna Regional office/Estate/15/25-26/ET/633 [Medicines supply to RBI Patna]	
В	Name of Tender	Supply of Medicines to the Bank's dispensaries at Patna, Supply of Medicines on Credit Slips and home delivery of medicines to the beneficiaries within the municipal limits of the city of Patna based on authenticated advice of the BMC	
С	Mode of Tender	e-Procurement System - Financial Bid,	
		through	
		www.mstcecommerce.com/eprochome/rbi)	
	Activity	Target Date	
D	Date of Notice Inviting E-tender available	November 21, 2025, 11:00 AM	
	for view/download on RBI website		
E	Date of Pre-Bid meeting (offline)	November 25, 2025, 03:00 PM at RBI Patna	
		Main Office Premises	
F	Email query may be sent to (for pre-bid	cespatna@rbi.org.in by November 24, 2025	
	meeting)		
G	Venue of Pre-Bid meeting	RBI Main Office Building, South Gandhi	
		Maidan, Opposite of Gate No - 10, Patna-	
		800001	
Н	Estimated value of tender	₹1,00,00,000/- (Rupees One Crore only)	
I	Earnest Money Deposit (EMD) - (2% of	₹2.00 Lakhs (shall be deposited by each	
	estimated procurement value)	bidder) in the form of NEFT/Demand	
		Draft/Bank Guarantee (prepared as per	
		enclosed format) issued by a scheduled Bank	
		drawn in favour of Reserve Bank of India.	

		Beneficiary	186003001 (NEFT INWARD
		account no:	ACCOUNT)
		IFSC:	RBIS0PTPA01 (Numeric
			Zero at 5th and 10th place
			from left)
		Beneficiary	Reserve Bank of India,
		name:	Patna
		Demand Draft in favour of "THE REGIONAL	
		DIRECTOR, RBI, Patna" payable at Patna	
		Note: There is no exemption to	
		MSME/UDYAM registered bidders from the	
		payment of EMD.	
		The proof of having remitted EMD is to be	
		uploaded on MSTC portal.	
		Non-submission of EMD would be	
		considered as unresponsive and rejected.	
J	Transaction fees	Payment of Transaction fee as mentioned in	
	Please note that the vendors will have the	the MSTC portal through MSTC payment	
	access to online e-tender only after	gateway through/NEFT/RTGS in favour of	
	payment of transaction fees online	MSTC LIMITED or as advised by M/s MSTC	
		Ltd. This will be borne by the applicant.	
		Please do not transfer the transaction fee	
		to the Reserve Bank of India, Patna.	
K	Last date of submission of EMD	December 01,	2025, 11:00 AM
L	Date of Starting of online submission of	November 21,	2025, 11:00 AM
	E-tender at		
	www.mstcecommerce.com/eprochome/rbi		
M	Last date of availability of E-tender on	NA	
	website		
N	Date & time of closing of online submission	December 01,	2025, 01:00 PM
	of E-tender (Financial Bid).		
0	Date & time of opening of E-tender		2025, 03:00 PM
	(Financial Bid).		will be opened electronically
		only for empan	eled bidder(s)



Important Instruction for E-Procurement

This is an e-procurement event of RBI. The e-procurement Service Provider/Contractor is the MSTC Limited.

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

Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with

www.mstcecommerce.com/eprocn

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details:

a) Contact person (MSTC) For Vendors:

HO Central Help Desk: (For vendors)

Phone Number: 07969066600

<u>helpdeskho@mstcindia.in</u> (Please mention "HO Helpdesk" as subject while sending emails)

Availability

9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

b) Contact person (MSTC)

- i) Mr. Malay Mandal- bmpatna@mstcindia.in Mobile 9831368791
- ii) Mr. Amit Kumar Goutam ptnopn1@mstcindia.in Mobile 9886624201
- iii) Mr. Mayank Kumar- ptnopn3@mstcindia.in Mobile 8269000225
- iv) Mr. Prashant Malviya- ptnopn2@mstcindia.in Mobile 9899972556

c) Contact person at RBI

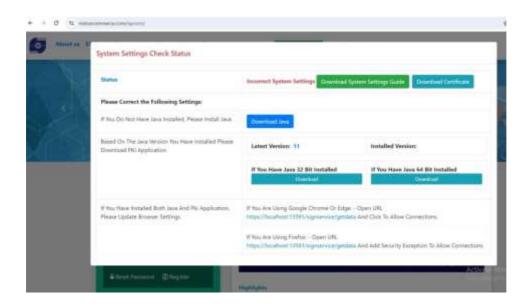
For General Query

- i) Shri Avirup Das (AM), Email avirupdas@rbi.org.in Mob 9635347323
- ii) Shri Rahul Gupta (Manager), Email rahulgupta@rbi.org.in Mob 9304595751
- iii) Shri Amit Kumar (AGM), Email amitkumar10@rbi.org.in Mob 9879006220

Guide.

1. System Requirement:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available https://www.mstcecommerce.com/eprocn/



2. <u>Special Note towards Transaction fee</u>: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment,

Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized.

<u>Transaction fee is non-refundable</u>. A vendor will not have the access to online etender without payment of the transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

- **3.** Information about tenders / corrigenda shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).
- **4.** E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

Note: Vendors are instructed to use *Upload Documents* link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee->Common terms->Attach Documents->Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific

terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) 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/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.
- k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender:

a) Earnest Money Deposit for a sum of ₹2,00,000/- shall be submitted to the Bank

in the form of Demand Draft or NEFT.

b) The account details for NEFT/RTGS transactions are as follows.

Beneficiary Name: Reserve Bank of India, Patna

IFSC: RBIS0PTPA01

Account No.: 186003001

Proof of remittance with transaction number (Scanned copy) shall be

attached/ uploaded.

The bidders are also advised to send the proof of remittance with transaction

number (scanned copy) to cespatna@rbi.org.in.

A tender which is not accompanied by such EMD will not be considered.

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be

refunded by the tender inviting authority in due course.

c) The process involves Electronic Bidding for submission of Technical and

Commercial Bid.

d) The vendor(s) who have submitted transaction fee can only submit their

Technical Bid and Commercial Bid through internet in MSTC website

<u>www.mstcecommerce.com</u> → eprocurement →PSU/Govtdepts→ Login under

RBI→My menu→ Auction Floor Manager→ live event →Selection of the live

event.

e) The vendor should have running JAVA application. This exercise has to be

done immediately after opening of Bid floor. Then they have to fill up Common

terms/Commercial specification and save the same. After that, they should click

on the Technical bid. If this JAVA application does not run, then the vendor will

not be able to save/submit his Technical bid.

f) After filling the Technical Bid, vendors have to click 'save' for recording the

same. Once the Commercial Bid link becomes active and the details are filled

up, vendors have to click on "save" to record the Commercial bid. After both the

- Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids.
- g) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- h) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- i) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- j) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- k) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- I) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- m) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

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

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

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

Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprochome/rbi to familiarize them with the system before bidding.



Request for Quotation (RFQ)

Start Bid Date & Time	November 21, 2025; 11:00 AM	
Close Bid Date & Time	December 01, 2025; 01:00 PM	
Last Date & Time for submission of EMD	December 01, 2025; 11:00 AM	
Bid Opening Date & Time	December 01, 2025; 03:00 PM	
Pre-Bid Meeting	November 25, 2025; 03:00 PM	
Publication of Minutes of Pre-Bid Meeting	November 26, 2025; 03:00 PM	

E-Tender No. - RBI/Patna Regional office/Estate/15/25-26/ET/633 [Medicines supply to RBI Patna]

To 8 Empaneled Drug Suppliers

Request for Quotation (RFQ) for Contract for Supply of medicines to the Bank's dispensaries at Patna, Supply of Medicines on Credit Slips and home delivery of medicines to the beneficiaries within the municipal limits of the city of Patna based on authenticated advice of the BMC for the period December 01, 2025 – March 31, 2026

Dear Sir.

In response to the Bank's advertisement published on July 8, 2024, for empanelment of Suppliers/Stockists/Chemists for Supply of Drugs and Medicines to Bank's Dispensaries in Patna, you were empanelled after agreeing to all the terms and conditions specified in the "Request for Empanelment" document.

2. We are interested to enter into a Contract for the period December 01, 2025, to March 31, 2026 for procurement of various medicines and drugs. In this connection, you are requested to please submit your best uniform discount rate on MSTC portal (URL:

https://www.mstcecommerce.com/eprochome/rbi) as per the timeline mentioned above. You are also requested to submit a declaration on the firm's letter-head stating that you agree to all terms and conditions as stipulated in the RFQ document and there is no deviation.

3. Quotations shall be based on discount on MRP and the contract will be awarded to the **H1 bidder** i.e. **bidder offering highest discount**. The Bank may enter into parallel rate contracts with more than one chemist offering highest discount. The medicines shall generally be procured on quarterly basis as per rates fixed in the contract. Same rates will apply to supplementary indents, if any.

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 ₹2,00,000/- (Rupees Two Lakh only) must be submitted in the form of Demand Draft from a scheduled bank drawn in favour of RESERVE BANK OF INDIA, PATNA in original or by NEFT to the account specified herewith (RBI A/c. No. 186003001, IFSC Code: RBIS0PTPA01 (5th &10th digit is zero)) by 11:00 A.M on December 01, 2025. 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 successful bidder. EMD of the bidders not honouring their commitment / quotations may be forfeited at the discretion of the Regional Director, RBI who is not bound to assign any reasons for his action.
- 2. The successful bidder will be required to submit a Performance Bank Guarantee (PBG) from a scheduled bank of ₹10,00,000/- (Rupees Ten Lakh only) in favour of the Regional Director, RBI, Patna, 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 a Contract Agreement with the Bank as per format in **Form-IV**. The contract will be valid up to **March 31, 2026** from the date of

Contract. Orders and the uniform discount quoted by you shall remain firm and valid for the said period.

- 4. Under no circumstance will a request for alteration in the discount rate will be accepted / considered.
- 5. Time is the essence of the contract; you have to make delivery at the Bank's specified dispensary as per the delivery schedule given in each Purchase Order. The Chemist must have the arrangements to execute the order and replace the rejected material if any, on priority.
- 6. It should be noted that the liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to any place specified by the Bank. The Bank will only pay the labelled MRP less discount allowed thereon as per your offer.
- 7. Quotation (Bids) received without EMD and the details as per SI. No. 1 above will be summarily rejected. Any conditional quotations/offers will not be accepted.
- 8. Any correction or overwriting in the quotations should be signed by the authorized signatory signing the quotation.
- 9. The quotation should be made online on the MSTC portal (<u>https://www.mstcecommerce.com/eprochome/rbi</u>). Quotations will be checked on the due date and time as specified in this document. You may nominate a representative to be present on the occasion.
- 10. 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 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.

11. Fulfilling the above terms & conditions and offering the highest discount does not

necessarily mean qualifying for the award of the Contract.

12. The Regional Director, RBI, Patna reserves the right to accept any or reject any or

all the offers received without assigning any reason thereof. The Regional Director

also reserves the right to relax or alter any clauses mentioned in this document as

seem appropriate to him in interest of the Bank.

13. The Regional Director 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.

14. The Regional Director reserves the right to verify the source of drug

procurement by the successful bidder and may send a copy of the purchase

order to the drug manufacturer for verification of purchase of drugs.

Yours faithfully,

(Amit Kumar)

Asst General Manager



PRICE BID (To be filled online on MSTC portal)

FORM - I

From:

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

To:

The Regional Director Reserve Bank of India Central Establishment Section Patna

Dear Sir,

Having accepted the terms, conditions and other details mentioned in the Bank's RFE document dated **July 08, 2024** and RFQ document dated **November 21, 2025**, I/We hereby offer to supply medicines/drugs to the Bank's dispensaries located at **Patna** 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)

- I undertake to bear packing, cartage and transportation expenses and also bear all taxes, VAT/GST/Sales Tax/Levy/Cess/Octroi etc., as required or may be required under law, on the aforesaid supplies. Purchaser (the Bank) will pay only the Printed Retail Price (MRP) 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 Printed Retail Price (MRP) on all items of supplies valid till duration of this contract.
- 4. I also undertake that all the medicines shall be provided as per indent / PO and no "substitute medicines" will be supplied.

Signature with Date Name Rubber Stamp.



FORM - II

SCOPE OF WORK AND TERMS & CONDITIONS

1 DELIVERY OF SUPPLIES

The delivery of supplies in full will be made within the time and place specified in the respective Purchase Order (PO).

2 NON-SUBSTITUTION / CONFIRMATION WITH SCHEDULE M

In case of indent for specific brand of medicines, the brand shall not be substituted. In all other cases, medicines confirming to schedule M specifications only shall be supplied.

3 PACKED SUPPLIES

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine / drug in the PO.

4 AUTHORITY SLIP

In case an Authorized Official of the Bank or the Bank's Medical Officer in charge of the Dispensary concerned gives any 'By Hand 'Authority Slip to a beneficiary, the medicines will be supplied immediately to the beneficiary for a period as mentioned in the slip.

5 LIFE PERIOD OF MEDICINES SUPPLIED

Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.

6 PRESENTATIONS OF BILLS:

- a) The bills should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, prescription slip No. with date, rate, discount as per contract, breakup of GST etc. and any other information required by the Bank.
- b) The bill shall be supported by the original PO along with the certificate from the Bank's authorized official under his/her signature, with date, seal of the office for receipt of the items indented.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (i) and (ii) above will not be entertained.

7 PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the authorized Chemist against the POs placed on them in pursuance of this contract are subsequently found as having been stolen from

anywhere or are not conforming to quality. The Performance Security is also liable to be forfeited if the authorized chemist:

- a) Fails to adhere to the terms of the Contract or
- b) Supplies any sub-standard, spurious drugs or the substitute medicines
- c) Delays supplies
- d) Over charges

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

8 DEDUCTIONS FOR DELAY/ DEFAULT

- 8.1 In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then chemist will be penalized for Rs.1000 + cost of the specific brand of medicines for each such default.
- 8.2 The delivery of supplies in full will be made on the next working day by 10:30 A.M. or at the opening hours of Bank's dispensary, whichever is later, at the premises of the dispensaries to which indenting the supplies or in case of emergency at the residence of the patients as directed by the Bank. In the event of non-supply of indented medicines in time as aforesaid, ₹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, RBI, Patna reserves the right to enter into contracts with any number of chemists. The Regional Director, RBI, Patna also reserves the right to allocate, reallocate the dispensaries, existing and new ones that may be set up during the Currency of the contract. The Regional Director, RBI, Patna also reserves the right to decide which supplier shall normally serve which dispensary. Without prejudice to the right, emergency purchases can be preferred from any of the empanelled supplier irrespective of such allotment of dispensary to each Authorized Chemist for purchase of normal supplies.

11 SUPPLY OF MEDICINES

- 11.1 Sufficient stock of standard quality of medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the Bank's beneficiaries.
- 11.2 In case of failure or refusal on chemist's part to supply the medicines to the purchaser/ beneficiaries within the time as provided in the respective PO, the contract is liable to be terminated /cancelled at chemist's risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from the chemist. It is in addition and without prejudice to the deduction in clause 8 above and 11.4 below.

- 11.3 The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned Dispensaries.
- 11.4 (a) The medicines/drugs to be supplied will be of standard quality. In case it is found that any particular medicine's date is expired or is near the date of expiry, found not of standard quality, substandard or spurious, chemist's (Appointed Authorized Chemist) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated. In case the chemist fails to supply indented drugs/medicines, the Bank will be entitled to procure the same from other chemist and the chemist will be liable to reimburse in full the price paid by the Bank. However, the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.
 - (b) In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then chemist will be penalized for ₹1000 + cost of the specific brand of medicines for each such default.
 - (c) The vendor shall make arrangement to return the near expiry medicines i.e., medicines with expiry period between 3 to 6 months.
- 11.5 Indented medicines for the beneficiaries shall be supplied in individual packets by the designated chemist.

12 INDEMNITY

The bidder shall indemnify the Bank against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the Bank in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to Bank and will not hold the Bank responsible or obligated. The Bank 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 immediately after supply of complete medicines as indented. Payments of the bills presented will normally be arranged in 15 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 has to be through NEFT for which bidder should give requisite detail of bank address, Account No. etc.

14 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 Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and

settled by sole arbitration the Chief General Manager-in-Charge, Human Resource Management Department, Central Office, Reserve Bank of India, Shahid Bhagat Singh Marg, Mumbai – 400001 who shall give written award of his decision to the Bidder. The decision of the Chief General Manager-in-Charge will be final and binding.

15 Non-Disclosure Clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc. which he may come to know to the third parties and shall at all times hold the same in strict confidence. The Contractor 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 Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere. The Contractor shall indemnity 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 contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees/ labourers to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractors' obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this Agreement for whatever reason.

15 Prevention of Sexual Harassment

- (a) The successful tenderer 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 employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the successful tenderer and the successful tenderer shall ensure appropriate action under the said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the successful tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c) The successful tenderer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the successful tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the successful tenderer is proved.
- (d) The successful tenderer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.



FORM-III
PERFORMANCE BANK GUARANTEE FORM (For an amount of ₹/-)
To,
The Regional Director / Chief General Manager,
(Name of the RBI Office)
WHEREAS(Name of successful bidder" has undertaken, Contract No.
dated, to
(Description of Services) hereinafter called "the Contract" in pursuance of Request for Empanelment Document dated and Request for Quotation dated issued by
AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract.
AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.
AND WHEREAS we have agreed to give guarantee for the successful bidder.
THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of ₹
upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.
2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

- 3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.
- 4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.
- 5. We undertake not to revoke this guarantee during its currency.
- 6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.
- 7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2025 at SIGNED, SEALED AND DELIVERED

For and on behalf of

By:

(Signature)

(Name)

(Designation)

(Address)



FORM-IV

अनुबंध का प्रारूप Proforma of Contract

FIGIOIIIIA OI COIILIACI
भारतीय रिज़र्व बैंक, पटना एवंके बीच करार (Agreement Between Reserve Bank of India, Patna &)
यह करार दिन महीना वर्ष को भारतीय रिजर्व बैंक,पटना (क्रेता का नाम एवं पता) जिसे इसके बाद "क्रेता" कहा जाएगा, एक पक्ष तथा(औषि विक्रेता का नाम एवं पता), दूसरा पक्ष जिसे आगे से "आपूर्तिकर्ता" कहा जाएगा के मध्य निष्पादित किया गया।
THIS AGREEMENT made on the day of, 20 Between
RESERVE BANK OF INDIA, PATNA (Name and address of purchaser) Hereinafter "the Purchaser" of the one part and
(Name and address of chemist) Hereinafter called "the Supplier" of the other part:
जहाँ कि क्रेता आपूर्तिकर्ता से रियायती मूल्य पर दवाएं आदि खरीदने हेतु इच्छुक है तथा उसकी बोली को स्वीकार किया है ।
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.
अब यह करार निम्न शर्तीं पर हुआ है -:
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. इस करार में शब्दों तथा अभिव्यक्तियों का वही अर्थ होगा जो संदर्भित संविदा की शर्तों में क्रमश: कहा गया है।
 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. निम्नांकित दुस्तावेज इस करार के अंग माने जायेंगें तथा इसके साथ पढ़े तथा समझे जायेंगें, यथा:

2. The following documents shall be deemed to form and be read and construed as

part of this agreement, viz.:

- 2.1 आपूर्तिकर्ता द्वारा प्रस्तुत सूचीबद्धता के लिए आग्रह पत्र दिनांक
- 2.1 The Request for Empanelment document dated _____ submitted by the Supplier;
- 2.2 आपूर्तिकर्ता द्वारा प्रस्तुत संविदा दर का आग्रह पत्र दिनांक............ निविदा की शर्ते और नियम
- 2.2 The Request for Quotation document datedsubmitted by the Supplier; terms and conditions of the bid
- 2.3 क्रेता द्वारा कार्य अवार्ड किए जाने की अधिसूचना
- 2.3 The Purchaser's Notification of Award
- 2.4 यह करारनामा 31 मार्च 2026 तक के लिए वैध है।
- 2.4 The agreement is valid up to March 31, 2026.
- 3. क्रेता द्वारा आपूर्तिकर्ता को भुगतान के एवज में जैसा इसके बाद कहा गया है, आपूर्तिकर्ता क्रेता को वचन देता है कि जो भी वस्तु और सेवाएँ उसके द्वारा प्रदान की जाएंगी करार के प्रावधानों के अनुरूप होगी तथा उसमें पाई गयी कमियों पर क्रेता का निर्णय अंतिम होगा।
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services in conformity in all respects with the provisions of the contract and the decision of the Purchaser will be final in respect of defects found therein.
- 4. क्रेता यहाँ आपूर्तिकर्ता को यह वचन देता है कि करार के अनुसार आपूर्ति की गयी वस्तुओं और सेवाओं का मूल्य अदा करेगा तथा जो भी राशि होगी उसका भुगतान करेगा।
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, the contract price or such other sum under the provisions of the contract.
- 5. आपूर्तिकर्ता के द्वारा आपुर्ति की जाने वाली वस्तुएँ और सेवाएँ वही होंगी जिसका वर्णन टेंडर दस्तावेज़ अथवा बैंक के इंडेंट में किया गया है। किसी भी प्रकार की कमी/त्रुटी होने पर क्रेता का निर्णय अंतिम होगा।
- 5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as per enlisted in tender document or indent of the Purchaser. In case of any shortage/defect, the decision of the Purchaser will be final.
- 6. आपूर्तिकर्ता किसी तीसरे पक्ष को क्रेता की इंफ्रास्ट्रक्चर सिस्टम/उपकरण आदि की कोई भी जानकारी और विवरण (प्रत्यक्ष या अप्रत्यक्ष रूप से) प्रकट नहीं करेगा (जो उसके संविदात्मक दायित्वों के निर्वहन के दौरान उसके अधिकार में आ सकता है)। आपूर्तिकर्ता किसी भी ट्रेड या तकनीकी पेपर में कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमित या खुलासा नहीं करेगा। आपूर्तिकर्ता इस तरह के प्रकटीकरण के परिणामस्वरूप क्रेता को होने वाली किसी भी हानि से क्रेता को क्षितपूर्ति करेगा।

- 6. The Supplier shall not disclose (directly or indirectly) any information and details of the Purchaser's infrastructure systems/equipment etc. (Which may come to its possession during the course of discharging its contractual obligations) to any third party. The Supplier shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper. The Supplier shall indemnify the Purchaser from any loss the Purchaser might suffer as a result of such disclosure/s.
- 7. आपूर्तिकर्ता 'कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम 2013' के प्रावधानों के अनुसार क्रेता की किसी भी महिला कर्मचारी के यौन उत्पीड़न को रोकने के लिए कदम उठाएगा।
- 7. The Supplier shall take steps to prevent sexual harassment of any of the Purchaser's lady employees as per the provisions of 'The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013.'
