



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/3235446 Dated/दिनांक : 07-03-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-03-2023 13:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	28-03-2023 13:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance	
Department Name/विभाग का नाम	Department Of Financial Services	
Organisation Name/संगठन का नाम	National Bank For Agriculture And Ruraldevelopment	
Office Name/कार्यालय का नाम	Chhattisgarh Regional Office	
Item Category/मद केटेगरी	Local Chemist Empanelment Service	
Contract Period	2 Year(s) 1 Day(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	4 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s) Yes Yes	
Past Experience of Similar Services required		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	

Bid Details/बिड विवरण		
Type of Bid∕बिंड का प्रकार	Single Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	1000000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	50000

# ePBG Detail/ईपीबीजी विवरण

Required	No	

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

### Beneficiary/लाभार्थी:

Chief General Manager/OIC

NABARD Chhattisgarh Regional Office, Plot No. 1, Opposite Central Park, Sector - 24, Nava Raipur Atal Nagar, Raipur (CG) - 492018

(Dr. Gyanendra Mani)

# Splitting/विभाजन

Bid splitting not applied.

### **MII Compliance**

MII Compliance	Yes
----------------	-----

### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
---	----

# **Details of the Competent Authority for MSE**

Name of Competent Authority	Dr. Gyanendra Mani		
Designation of Competent Authority	Chief General Manager/OIC		
Office / Department / Division of Competent Authority	NABARD		
CA Approval Number	06032023		
Competent Authority Approval Date	06-03-2023		
Brief Description of the Approval Granted by Competent Authority	No Splitting of services under "Empanelment of Chemist for Supply of Medicines for the Year FY 2023-25" may be allowed, and hence, no purchase preference may be given to MSE in this regard.		

Competent Authority Approval for not opting Micro and Small Enterprises Preference: View Document

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

# Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता:

Price bid - <u>1678172764.xlsx</u>

Additional Qualification/Data Required

**Scope of Work:**<u>1678172751.pdf</u>

**Payment Terms:** <u>1678172773.pdf</u>

Additional SLA: 1678172777.pdf

Delivery Terms (Delivery Schedule): 1678172781.pdf

### Pre Bid Detail(s)

Pre-Bid Date and Time		Pre-Bid Venue	
1		NABARD, Chhattisgarh Regional Office, Plot No. 1, Opposite Central Park, Sector-24, Nava Raipur Atal Nagar, Raipur (CG) - 492018	

# **Local Chemist Empanelment Service ( 1000000 )**

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Medicine Type	Branded Medicines	
Distance from Buyer/Consignee Location	50	
Addon(s)		

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	Additional Requirement
1	Anmol Tyagi	492018,NABARD, Plot No1, Opposite Central Park, Sector- 24, Nava Raipur Atal Nagar, Raipur, Chhattisgarh - 492018	1000000	N/A

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Account No.

NABADMN39

IFSC Code

NBRD0000002

Bank Name

**AXIS BANK** 

Branch address

Head Office, Mumbai

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 4. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

### 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TENDER For CHEMISTS FOR SUPPLY OF MEDICINES TO NABARD for period of 2 years (01 April 2023 to 31 March 2025) Chhattisgarh Regional Office, Plot No.-1, Opposite Central Park, Secto r-24, Nava Raipur, Atal Nagar, Raipur, Chhattisgarh, Pincode- 492018

NABARD, Raipur (the Bank), intends to empanel chemist (hereinafter referred to as Chemists for brevity) fo r supply of medicines to staff members of NABARD Raipur.

### **Eligibility:**

a) The chemist must hold valid licenses as on the date of application in specified forms (Form 20, 20-B, 21, 21-B and 21-C) for various categories of allopathic drugs issued by the Drug Control Authorit y of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other I aw in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines. The empaneled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.

- b) The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
- c) The chemist should agree to supply all the medicines etc. prescribed by the Bank's Medical Officer (BMO).
- d) The chemist should not have been debarred / black-listed by any Govt. / Se mi-Govt. / Public Sector organization.
- e) The shop / establishment of the chemist should be situated in **Raipur** pref erably near NABARD, **Raipur** Office.

# **Terms and Conditions:**

# 1. Scope of work:

NABARD's BMO shall issue credit slips in the prescribed format in favour of the employees/retired staff and their dependents prescribing therein the medicines to be supplied by the empaneled chemist. According ly, the chemist shall supply the medicines prescribed by BMO at NABARD's office situated at Nava Raipur Atal Nagar. The chemist will obtain due authentication for the supply i.e., name, designation, etc. on the credit slip. The chemist shall submit the bill along with the original credit slips on monthly basis for payment.

### 2. Pricing:

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

### 3. Period of Contract:

a) The empanelment shall be valid for a period of two years subject to satisfactory performance.

#### 4. Documents establishing eligibility:

The following documents should be submitted along with the application.

- i) Copy of valid license held by the chemist as on the date ofapplication.
- ii) Copy of GST registration.
- iii) A copy of PAN allotted to the chemist.
- iv) The chemist must hold valid licenses as on the date of application in specified f orms (Form 20, 20-B, 21, 21-B and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force.
- v) Non-blacklisting undertaking stating that the chemist has not been debarred / black-listed by any Govt. / Semi-Govt./ Public Sector organization.
- vi) The chemist must have either a local shop/ registered shop (office) in Raipur.

### 5. Credit Slip for and delivery of supplies:

- a) Chemist will be advised about the medicines to be supplied by fur nishing a copy of the credit slip by e-mail/WhatsApp or through any other media . On receipt of credit slip for supply of medicines issued by BMO, the delivery of supplies in full shall be made before 5.15PM on the same day.
- b) In case of indent for specific brand of medicines, the brand shall n ot be substituted. In other cases medicines confirming to Schedule M specifications of the Central Drugs Standard Control Organization shall be supplied.

- c) Supplies are required to be made in original packing of manufact urer. The packing should approximately be nearest to the total quantity of any particular medicine/drug.
- d) Every medicine has its own shelf-life period mentioned on the labe I of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
- e) The chemist should not stop the supplies of the medicines/drugs without giving 30 days prior notice.

# 6.Presentation of bills:

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

### 7. Payment:

Payment shall be made after submission of the bill on monthly basis. The payment shall to be made through NEFT/RTGS for which chemist shall submit duly filled in NEFT/RTGS Mandate Form.

### 8. Corrupt, fraudulent or unethical practices:

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

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

### ment of the Bank

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

### 9. Indemnity:

The chemist shall indemnify the Bank against all actions, suits, claims and demands brought or made against the Bank in respect of anything done or committed to be done by the chemist in execution of or in connection with the work of this contract and against any loss or damage to the Bank in consequence to any a ction or suit being brought against the chemist for anything done or committed to be done in the execution of this contract.

٠

### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

### 9. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

### 10. Buyer Added Bid Specific SLA

File Attachment Click here to view the file.

### 11. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

# 12. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 13. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

### 14. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### 15. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

# ---Thank You/धन्यवाद---