

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
HUMAN RESOURCES MANAGEMENT DEPARTMENT
HEAD OFFICE, MUMBAI**

REQUEST FOR PROPOSAL (RFP)

Ref. No. NB/HO/185/HRMD-Bills/2023-24 5 June 2023

**NOTICE INVITING TENDER (NIT) FOR SELECTION OF PHARMACIES/ CHEMISTS
FOR SUPPLY OF DRUGS & MEDICINES**

National Bank for Agriculture and Rural Development (NABARD), a body corporate established under the NABARD Act, 1981, intends to select pharmacies/chemists/druggists (hereinafter referred to as pharmacies for brevity) for supply of medicines to NABARD KVS Officers Quarters located at SVS Road, Chandrakant Dhuru Wadi, Dadar (West), Mumbai - 400028. The supplier will function for a **period of two years** i.e. from **01 July 2023 to 30 June 2025**, subject to satisfactory performance. *The total expected annual procurement would be **Rs.5.00 lakh**.*

NABARD invites applications through **Government e-Marketplace (GeM) portal** from such pharmacies who are interested to supply medicines/drugs. Pharmacies which fulfil the eligibility criteria and agree to all other terms and conditions mentioned in this document should submit all required documents along with their financial bids. The entire bidding process will be conducted on GeM portal (<https://gem.gov.in/>) only.

It may be noted that the bidding will be under two packet bid system. Bidders must submit their financial bids along with their qualification documents for the technical bids. In cases where technical qualification documents and financial bids are not submitted together, such bidders will be summarily denied from further participation in the bidding process. Further, it may be noted that only those pharmacies, whose technical qualification documents are found suitable as per the eligibility criteria laid out in this document, will be considered for the financial bidding process. The maximum uniform discount offered on MRP of all medicines will form the basis for selection of the pharmacy in the financial bidding process. It may also be noted that the discount rate will apply to all medicines indented by NABARD, without exceptions.

Important Dates	
Date of Commencement/Issue of Tender	05 June 2023
Last Date for Submission of Technical Bids	27 June 2023 till 10:00 AM
Date for Opening of Bids	27 June 2023 since 10:30 AM
Period of Contract	July 2023 – June 2025



Eligibility

- a) The pharmacy 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 Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines like Food License. The successful bidder will further ensure and undertake that their licenses remain valid till the end of the contract period.
- b) The pharmacy 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 pharmacy should have an **annual minimum turnover of Rs.15.00 lakh** for each of the last three years.
- d) The pharmacy should agree to supply the medicines and consumables that NABARD indents through **credit slips** irrespective of the brands or manufacturers. Failure to do so after execution of the purchase contract as described elsewhere in the document may result in automatic forfeiture of the Performance Bank Guarantee.
- e) The pharmacy should not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization.
- f) The shop / establishment of the pharmacy should be situated **preferably within a distance of 3 km** from NABARD KVS Officers Quarters located at SVS Road, Chandrakant Dhuru Wadi, Dadar (West), Mumbai - 400028.
- g) GST Registration certificate should be available with the pharmacy.
- h) The pharmacy should have a computerized billing system mentioning GSTIN therein.

Terms and Conditions

1. Scope of work

The qualified vendor will be expected to issue drugs and medicines on receipt of 'Credit Slip' issued by NABARD. NABARD will enter into a purchase contract with pharmacies which offer the highest uniform discount on the MRP of the medicine/drugs to be procured. The pharmacy will supply the medicines/ drugs at the agreed discount in the stipulated time and at the specified place for which the pharmacy is attached on the basis of the credit slip produced by a serving/retired staff member of NABARD. It may be noted that NABARD is not bound to procure all its requirements of medicines only from the pharmacy offering the highest discount. NABARD also reserves the right to accept any or reject any or all of the offers that it may receive without giving any reason.



2. Pricing

The pharmacy should quote uniform discount on retail price printed on strip/bottle/unit packed in respect of all items of supplies to be made under the contract irrespective of their brands or manufacturers. The rates shall be maximum discount on MRP basis. This discount shall remain uniform throughout the period of purchase contract irrespective of any price rise during the year for any reason whatsoever. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the pharmacy. The pharmacy 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 NABARD. NABARD will pay only the labelled MRP minus the discount offered thereon. The quoted offer shall remain valid for the entire duration of the contract.

3. Performance Bank Guarantee

On entering into a purchase contract with NABARD, as specified above, the pharmacy will have to furnish a Performance Bank Guarantee (PBG) for an amount of **Rs.50,000/- in the form of Bank Guarantee valid for 36 months** issued by a Scheduled Bank in favour of NABARD payable at Mumbai. No claim shall be made against NABARD 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 pharmacy against the indents placed on them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The PBG is also liable to be forfeited if the authorized pharmacy:

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

4. Period of Contract

The contract shall be operational for a **period of two years** and further extendable for an additional year subject to satisfactory performance.

5. Procedure for application

Applications must be submitted to the <https://gem.gov.in/> portal ONLY. No application in hard copy will be accepted. The details of the procedure to be followed by vendors for empanelment are as follows:

(a) Technical Bid –

All fields in Annexure-I attached with this document must be duly filled and submitted through the GeM portal. The following documents should be submitted along with the application on <https://gem.gov.in/> portal. Satisfying this set of qualifications is essential to participate in the bidding process:



S.No.	Documents to be submitted	Details
1.	Licenses (Form 20, 20-B, 21, 21-B, 21-C & Food License)	Self-attested copies of all applicable licences held by the pharmacy as on the date of application.
2.	No Conviction Certificate	Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the effect is acceptable in lieu thereof.
3.	Balance Sheets	Copies of the balance sheets for the last three financial years, duly certified by a Chartered Accountant.
4.	Solvency Certificate from a Scheduled Bank	As per the format prescribed in Annexure – III
5.	GST registration certificate/ Sales Tax registration certificate	As issued by the Government
6.	PAN allotted to the pharmacy	As issued by the Government
7.	Registration certificate under Shop & Establishment Act	As issued by the Government

Only those pharmacies which submit all these documents and satisfy the eligibility criteria will be considered for the financial bidding process.

(b) Financial Bid –

The eligible pharmacies would be required to submit their quotations (as per the format attached in Annexure-II) along with technical qualification documents on GeM portal only. Empanelment of upto 03 pharmacies will be done through financial bidding process in which bidders whose discounts are amongst the highest will be identified. However, depending upon the bids received, the Chief General Manager (CGM), Human Resources Management Department (HRMD), NABARD HO, Mumbai, reserves the right to change the bidding criteria as he may deem fit. NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final.

All the applicants who are found qualified after the scrutiny of the documents submitted as part of technical bid and whose offered discounts are amongst the highest will be intimated about the further course of action.



Pharmacies which qualify the financial bid will be required to sign an integrity pact, furnish a performance bank guarantee and enter into a purchase contract with NABARD.

The pharmacy will be responsible to ensure that his application is submitted before the due date and time. NABARD is not responsible for non-receipt of applications within the specified date and time due to any reasons. All costs in connection with preparation of the RFP documents shall be borne by the applicants. NABARD assumes no responsibility or liability for any costs incurred by the pharmacy in responding to this RFP, including attending meetings, visits or negotiations.

6. Authorized Signatory

All the documents which are uploaded on the <https://gem.gov.in/> portal must be signed by the authorized signatory of the Pharmacy having acquainted himself with the general conditions laid down by NABARD.

7. Right to accept / reject any or all applications

Applications received after the due date and time or incomplete in any respect are liable to be rejected. NABARD reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons. NABARD reserves the right to scrap the RFP at any time, without assigning any reasons thereof. NABARD's decision in this regard shall be binding and final. The CGM, HRMD, NABARD HO, Mumbai, has the right to modify / alter / add any requirement in this document at his discretion in the interest of NABARD as deemed appropriate by him. His decision in this regard shall be final.

8. Delivery of Medicines

The delivery of medicines will be processed primarily through 2 modes:

- a) Mode 1: Employees/Retirees visit pharmacy to collect medicines themselves
- b) Mode 2: Pharmacy delivers the medicines to the NABARD's Dispensary

Mode 1: Employees/Retirees visit the pharmacy to collect medicines themselves

If an employee or a retiree chooses to visit the pharmacy and collect their prescribed medicines from the store, the pharmacy should facilitate such request **immediately**. If the prescribed medicine is not available immediately with the pharmacy, such medicine should be made available **within one working day**. The employee should visit the pharmacy with a credit slip issued by the Bank Medical Officer (BMO) of NABARD on which the prescribed medicines are mentioned. The employee needs to produce this credit slip to the pharmacy. In exchange of the credit slip, the pharmacy should handover the prescribed medicines to the employee. The credit slip may be sent to NABARD for payment.



Mode 2: Pharmacy delivers the medicines to NABARD's Dispensary

If an employee or a retiree chooses to take medicines from the dispensary/clinic of the BMO, such facility is arranged by the BMO in coordination with the HRMD-Bills section. The pharmacy is intimated about the medicines prescribed for an employee and such pharmacy delivers the medicines to the dispensary **within one working day** and collects the credit slip from the BMO. The credit slip may be sent to NABARD for payment.

Note: 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. Medicines/Drugs that are nearing its expiry date will be returned to the pharmacy.

9. Presentation of bills

- a) The pharmacy shall present the bills **along with the credit slip on a monthly basis (within 10th day of the subsequent month)** to Medical Bills Section, Human Resources Management Department, NABARD Head Office, Mumbai, for the supplies made. Bills should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount percentage, name of manufacturer, Batch No., date of manufacture & expiry date, etc. along with invoice number, GSTIN and any other information required by NABARD.
- b) The bill shall be supported by the credit slip in which the name of the item, quantity of item, date and the sign and seal of the prescribing BMO should be clearly visible.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above shall not be entertained.
- d) The pharmacy is required to upload the bills on the software portal provided by NABARD to the pharmacy. Compliance with NABARD's software is necessary for settlement of bills claimed by the pharmacy.

10. Payment

Payment of the bills presented will normally be arranged **within 15 working days** from the date of presentation of the bill every month. However, the pharmacy shall make no claim from NABARD in respect of interest or damages in case the payment is delayed for any valid reasons.

The payment has to be through Electronic Clearing System (ECS) for which pharmacy should give requisite details of bank address, account No., IFSC, etc.



11. Corrupt, fraudulent or unethical practices

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

- a) The pharmacy shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of NABARD in the selection process or in contract execution.
- b) The pharmacy shall not resort to misrepresentation of facts in order to influence the selection process or execution of a contract to the detriment of NABARD.
- c) NABARD will declare a pharmacy ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the pharmacy has engaged in corrupt and fraudulent practices in executing the contract.
- d) NABARD 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 pharmacy for any of the following reasons:
 1. supply of sub-standard/ spurious/ substitute medicines,
 2. delay in supply/ refusal to supply/ non-supply of medicines,
 3. over charging in the bill,
 4. in case it is found that any particular medicine's date is expired or will get expired before the prescription period gets over,
 5. if the pharmacy fails to perform any other obligation(s) under the contract,
 6. if NABARD finds that the Pharmacy has engaged in corrupt or fraudulent practices.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the pharmacy shall refund the disputed/excess amount already paid by NABARD or replace the medicines in question. NABARD may stop payments due or recover the cost of such supplies from the amounts due to the pharmacy.
- f) NABARD values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, NABARD has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with these principles.

12. Indemnity

The pharmacy shall indemnify NABARD against all actions, suits, claims and demands brought or made against NABARD in respect of anything done or committed to be done by the pharmacy including infringement of Intellectual Property Rights in execution of or in connection with the work of this contract and against any loss or damage to NABARD in consequence to any action or suit being brought against the pharmacy for anything done or committed to be done in the execution of this contract.



13. Arbitration Clause

In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this RFP shall in the first instance, be attempted to be resolved between the parties themselves.

If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1 (one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Mumbai. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties.

14. Confidentiality

The information between NABARD and the Pharmacy shall be treated as confidential and shall not be passed on in part or in full to any third party without NABARD's prior written approval.

This RFP is available in the 'Tenders' section of the official website of NABARD at www.nabard.org.



Annexure -I [Part – 5 (a)]

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

APPLICATION FOR PARTICIPATION IN TECHNICAL BID

**IDENTIFICATION OF PHARMACIES FOR SUPPLY OF DRUGS/MEDICINES
UNDER CREDIT SLIP ARRANGEMENT**

Sr. No.	Item	Details
1	Name of the Pharmacy/Chemist/Druggist	
2	Constitution (Company/ Partnership/ Proprietorship)	
3	Details of Registration (attach copy)	
	Registering Authority	
	Registration No. & Date	
4	Year of commencement of business	
5	GSTIN (attach copy of GST registration certificate)	
6	PAN Number (attach copy of PAN)	
7	Whether Manufacturer/ Authorized Distributor/ Dealer / Agency	
8	Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to NABARD	
9	Telephone No	
	Mobile No	
	e-mail:	
10	Mailing Address	
11	Distance (in Km) of Pharmacy from NABARD (refer Eligibility No. (f) on Pg.2)	



12	Whether the Pharmacy 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? If yes, Please give details of licenses (attach copies).	YES/NO
13	Whether the Pharmacy has been convicted by the State Drugs Controller or any case is pending against the Pharmacy under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time? (attach copy of No Conviction Certificate)	YES/NO
14	Is the Pharmacy holding a valid license for supplying Scheduled Drugs? (If yes, attach copy)	YES/NO
15	Whether the billing system is computerized?	YES/NO
16	Whether the Pharmacy is debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization?	YES/NO
17	Whether the Pharmacy agree to deliver the medicines that NABARD indents through credit slips irrespective of the brands or manufacturers?	YES/NO
18	Bank Account Details (attach copy of cancelled cheque)	Name of Account: Account Number: IFSC Code: Bank & Branch Name:



- All copies of documents should be self-attested

DECLARATION

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

Signature:

Name:

Designation:

Date:

Annexure -II [Part – 5 (b)]

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Financial Bid for Empanelment of Vendors for Supply of Medicines

Financial Bid of M/s. _____	
Maximum Uniform Discount Offered	
Signature of Owner/Bidder:	
Name of Owner/Bidder:	
Date of Submission of Bid:	



Countersigned

Signature of the Reporting Officer with office seal

Name & Designation:

Contact number:

Annexure - III
Solvency Certificate

To

Chief General Manager

HRMD

NABARD, Head Office

Mumbai – 400051

Solvency Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information, M/s _____ having the noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to limit of ₹ _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

For the Bank

(Signature with seal)

Date:

Name & Designation

For the Bank

