

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

Notice Inviting Tender

Tender for Doorstep delivery of medicines to Serving/Retired employees of NABARD and their eligible dependents residing in the Mumbai, Navi Mumbai, Thane and Panvel against credit slips issued by the Bank's Dispensaries and Supply of Drugs and Medicines to Bank's dispensaries in Mumbai.

(Ref. No. - NB/HO/ 85706 / HRMD-Bills/ 2025-26/ 11 September 2025)

NABARD Head Office, Mumbai (hereinafter referred to as "the Bank") invites e-Tender under Two-bid system (Technical & Financial Bids) from eligible Vendors for Doorstep delivery of medicines to Serving/Retired employees and their eligible dependents residing in **the entire Mumbai, Navi Mumbai, Thane and Panvel** against credit slips issued by the Bank's Dispensaries and supply of drugs and medicines to Bank's dispensaries in Mumbai during the period **from 01st November 2025 to 31st October 2027**. The estimated cost of procurement during the contract period is ₹7.20 Crore (Rupees Seven Crore Twenty Lakh only).

2. The tendering shall be done through e-Tendering on **Government e-Marketplace (GeM) portal**. Tender document will be available for viewing / downloading on the Bank's website at <https://www.nabard.org/> from **11:00 AM on 11 September 2025**. The Vendors should upload duly completed applications along with necessary documents on GeM Portal on or before **02:00 PM on 03 October 2025**. Vendors shall submit tender proposal along with an EMD of **₹14,40,000/- (Rupees Fourteen Lakh Forty Thousand only)** as prescribed in the tender. (EMD exemption for MSEs) The Techno- Commercial bid will be opened at **02:30 PM on 03 October 2025**. Financial bid of only those Vendors who are found to be eligible on evaluation of their documents will be opened on a later date, after intimating the qualified Vendors.

Bidders must not submit any financial bid related data along with Technical Bid, in such cases, the technical bids will be summarily rejected.

3. In the event of any date indicated above being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

4. Any amendment(s)/ corrigendum/ clarifications with respect to this tender shall be uploaded on NABARD website and GeM portal only. The Vendors should regularly check the NABARD website / GeM portal for any amendment / corrigendum/ on the above e- Tender.

5. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

CGM, HRMD NABARD, Head Office

DISCLAIMER

The Bank has prepared this document to give background information to the interested parties on the tender for supply of drugs & medicines and non-medical items to the Bank's dispensaries at Mumbai.

2. While the Bank has taken due care in preparation of the information contained herein and believe it to be in order, neither NABARD 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 the Bank 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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SECTION I

Schedule of Tender (SOT)

1.	Name of the Department	HRMD, NABARD, Head Office, Mumbai										
2.	E-Tender Name	E- tender for supply of Drugs and Medicines to Bank's dispensaries in Mumbai and Doorstep delivery of medicines to Serving/Retired employees and their eligible dependents residing in the entire Mumbai, Navi Mumbai, Thane and Panvel against credit slips issued by the Bank's Dispensaries										
3.	E-Tender No.	(Ref. No. - NB/HO/ 85706 /HRMD-Bills/25-26/ 11 September 2025)										
4.	Estimated value of tender	₹7.20 Crore										
5.	Mode of Tender	E -Tender on GeM Portal										
6.	Date of Tender available to parties for viewing / download on NABARD website/ GeM Portal	11:00 AM of 11.09.2025										
7.	Pre-Bid meeting (offline)	11:00 AM on 22.09.2025										
8.	Venue of Pre-Bid meeting	HRMD – Bill Section, 06 th Floor, NABARD Head Office, Plot No C-24, G – Block, Bandra-Kurla Complex, Bandra (East) Mumbai 400 051 022- 2653 9048										
9.	Earnest Money Deposit (EMD)	<div>2% of the Estimated value of Tender i.e., Rs.14,40,000/- (Rupees Fourteen Lakhs Forty Thousand only) through NEFT.</div> <table><tr><td>Name of the Account:</td><td>National Bank for Agriculture and Rural Development.</td></tr><tr><td>Bank Name:</td><td>NABARD</td></tr><tr><td>Branch Name:</td><td>Head Office Mumbai</td></tr><tr><td>IFSC Code:</td><td>NBRD0000002</td></tr><tr><td>A/c No:</td><td>NABADMN07</td></tr></table>	Name of the Account:	National Bank for Agriculture and Rural Development.	Bank Name:	NABARD	Branch Name:	Head Office Mumbai	IFSC Code:	NBRD0000002	A/c No:	NABADMN07
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10	Last date of submission of EMD	02:00 pm on 03.10.2025
11	Date of Starting of e- Tender for submission of online Techno-Commercial Bid and Price Bid at GeM Portal	11:00 AM of 11.09.2025
12	Date of closing of online e – tender for submission of Techno- Commercial Bid & Price Bid	02:00 PM on 03.10.2025
13	Date & time of opening of Part – I (i.e., Techno- Commercial Bid)	2:30 PM of 03.10.2025
14	Date & time of opening of Part – II (Price bid).	To be notified later

SECTION II

Adoption of Integrity Pact

NABARD has adopted Integrity Pact as per the guidelines of Central Vigilance Commission and this bid shall be covered under an Integrity Pact (IP).

The IP envisages an agreement between the prospective Vendor and the Bank, committing the persons / officials of both the sides not to resort to corrupt practice in any aspect / stage of the contract.

Only those Vendors, who commit themselves to such a Pact with the Bank, would be considered competent to participate in the bidding process.

The IP is applicable from the stage of invitation of bids till the complete execution of the contract and payment of final bill.

The Vendors are required to sign the Integrity Pact document as per the relevant

Annexure - I. This shall be uploaded on Part-I of the tender on GeM Portal.

Bids without the signed Integrity Pact are liable to be rejected.

The Integrity Pact envisages, the appointment of Independent External Monitor (IEM) who shall independently review the extent to which the two parties to the contract (the Vendor and the NABARD) have complied with their obligations under the Integrity Pact.

As approved by the Bank's Central Vigilance Commission, the Independent External Monitor (IEM) for NABARD is

Shri Jagdeep Kumar Ghai, PTA & FS (Retd.)

Flat 1032, A Wing, Vanashree Society,

Sector 58 A&B, Palm Beach Road,

Nerul, Navi Mumbai-500706

SECTION III

Eligibility Criteria

(a) Drug License: The Vendor shall hold valid drug licenses as on the date of application in specified forms (Form 20, 20-B, 21, 21-B and 21-C or any other relevant form under the relevant law) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940, as applicable and any other law in force for the purpose. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with/ selling of medicines. The Vendor will ensure and undertake that their licenses remain valid till the end of the contract period. Vendor shall submit copy of license form with the bid.

(b) Composition of the Firm: The Vendor shall be a Sole Proprietorship/ Partnership firm /Private Ltd/ Public Ltd or Co-operative Body.

(c) Experience: The Vendor shall have successfully executed at least one similar work for a Government / Semi-Government / Public Sector organization / any other organisation/ corporate during last 3 years ending on the last day of the month preceding the month in which applications are invited.

(d) Minimum value of work(s) considered for experience:

One similar work of annual contract value not less than the amount equal to **₹2.88 Crore.**

or

Two similar completed works of annual contract value not less than the amount equal to **₹1.80 Crore.**

or

Three similar completed works of annual contract value not less than the amount equal to **₹1.44 Crore.**

Applicants should furnish their client(s) list showing the details of work carried out by them during the last 3 years (01.04.2022 onwards) in the format given at **Annexure II** and Client's Certificate on Client's letterhead in the format given in **Annexure III**

Applicants should furnish documentary evidence for the same. (Work order and work completion certificate). Similar work means the work of supply of medicines on credit slip.

(e) Yearly turnover: The Vendor should have an annual turnover of not less than ₹3.60 Crore during the last three financial years.

(f) Banker's Certificate: The Vendor should be able to furnish Banker's certificate from their banker for an amount not less than ₹3.60 Crore, specifically for the purpose of the work as per format given at **Annexure IX**

(g) No Conviction/ Debarment: The Vendor shall not have been convicted by the State Drugs Authorities and no case shall be pending under the Drugs and Cosmetics Act and Rules. 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 or Drugs (Price Control) Order, 2013 or any other Orders issued or any other laws in force from time to time shall be submitted along with the bid.

(h) The Vendor shall not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization. The Vendor shall furnish the details of disputes, if any, with its clients and the present status thereof, or in the absence of the same, a declaration to that effect shall be submitted at the time of tendering in the format given at **Annexure VIII**

(i) Service Setup: The Vendor / his agent shall be based at Mumbai or having its office in Mumbai duly registered under Establishment of Shops Act. The term Mumbai for its purpose includes suburban areas of Mumbai, Thane, Navi Mumbai and Panvel. Certificate of Registration issued by competent authority shall be submitted. The pharmacy must have been established/operational for at least five years in the business of selling medicines.

(j) The shop / establishment of the pharmacy should **have minimum 10 outlets (preferably closer to NABARD dispensaries) or e-pharmacy model to deliver the medicines** to the entire Mumbai, Navi Mumbai, Thane and Panvel.

(k) Home Delivery System: The Vendor shall have a home delivery system in place for delivery of medicines.

(l) Software System: The Vendor shall preferably have a software system in place to get the digital prescriptions directly from the Bank’s Medical Officers (BMOs) in future.

(m) The credit slip will be issued from **Head office dispensaries and dispensaries located in 06 different colonies** of NABARD in Mumbai. The details/address /timing of dispensaries are mentioned in **Section V page no 26.**

(n) Billing System: The Vendor should have a computerized billing system.

(o) GeM Registration: The Vendor should be registered with GeM portal to participate in the e-tendering.

(p) Notice of termination by the Bank: The Vendor shall not have been served the notice of termination of contract by the Bank based on non-performance.

SECTION IV

EARNEST MONEY DEPOSIT AND PERFORMANCE BANK GUARANTEE

1. Earnest Money Deposit (EMD)

The Vendor shall submit an Earnest Money Deposit (EMD) of **Rs.14,40,000/- (Rupees Fourteen Lakh Forty Thousand only)** through any of the below mode:

NEFT to the account (A/c No. NABADMN07 IFSC- NBRD0000002 of NABARD, Head Office Mumbai. Proof of remittance with transaction number (scanned copy) shall be uploaded along with Part I documents.

Or

Bank Guarantee for EMD from a schedule bank as per the format given at **Annexure IV**. Validity of BG shall be at least up to validity of the bid.

EMD shall not be accepted in any other form. Bids without EMD shall not be considered and will be rejected. No interest shall be paid on the EMD.

EMD of unsuccessful Vendors shall be returned within 15 days of awarding the Annual Contract to successful Vendor. EMD of successful Vendors shall be released only after submission of Performance Bank Guarantee (PBG).

EMD of the Vendors will be forfeited entirely at the discretion of the CGM, NABARD, Head Office, Mumbai who is not bound to assign any reasons for his action if they:

- (a) fail to honour their commitment /quotations.
- (b) withdraw the bid after opening of the price bid.
- (c) fail to submit the Performance Bank Guarantee (PBG) within the prescribed time.

2. Performance Bank Guarantee (PBG)

On entering a purchase contract with the Bank, as a security for due fulfilment of the terms and conditions and obligations of the service contract, the successful Vendor(s) shall submit a PBG of 5 % of the contract amount awarded to them from a scheduled bank in favour of **NABARD** payable at Mumbai. The format for PBG is given in **Annexure V**

The PBG shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

The Performance Bank Guarantee should remain valid up to **six months** from the date of completion of contract.

No claim shall be made against the Bank in respect of interest if any due on the Performance Bank Guarantee.

Submission of Performance Bank Guarantee shall be ensured within a period of 20 days from the date of award of the Annual Contract (AC). In case of delay in submission, charges for delay in submission of PBG shall be recovered from the bills of the Vendor at Bank Rate on PBG amount from the date of commencement of the contract period.

The EMD submitted along with the bid shall be returned soon after receipt of PBG.

The amount of PBG shall be liable to be forfeited in case of:

- i) non-performance of contract obligations and failures to adhere to the terms of the contract.
- ii) non-commencement of work.
- iii) if the medicines supplied by the authorized Vendor against the Purchase Orders (POs) placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality.
- iv) supplies any sub-standard, spurious drugs or the substitute medicines.
- v) over charges or substantial delays in supplies.

SECTION V

SCOPE OF WORK AND TERMS & CONDITIONS and Details of NABARD Dispensaries.

1. Scope of work:

The Bank shall enter an Annual Contract (AC) for supply / doorstep delivery of various drugs & medicines with one or more Vendors who offer the **highest uniform discount on MRP**. The Vendor shall maintain the inventory of medicines as per Bank's requirement.

The Vendor shall provide doorstep delivery of medicines to Serving / Retired employees and their eligible dependents residing in the **entire Mumbai, Navi Mumbai, Thane and Panvel** against credit slips issued by the Bank's Medical Officers (BMOs) and supply emergency drugs and medicines to Bank's dispensaries in Mumbai as per the indent placed by the Bank from time to time. **A major part of the work shall be doorstep delivery of medicines.**

The Vendor shall have the system in place for home delivery of medicines.

The software system/ application used by the vendor shall be linked with NABARD's dispensary module in the coming days for transfer of digital prescriptions /credit slips /invoices issued by BMOs. The vendor's software system shall have robust data security built into the system / application to ensure confidentiality and protection of the patient related data. There shall also be a system in place to collect the credit slips directly from the Bank's dispensaries in case of nonfunctioning of online prescription generation for a temporary period. Vendor to ensure that the system resumes functioning within 24 hours.

2. Contract Value

The total estimated value of drugs and medicines to be supplied in contract period shall be **₹7.20 Crore (all inclusive, that is including taxes, levies, insurance & transportation)**. The estimate is based on the past experience and may vary to any extent. The Bank does not give any assurance for the utilization of full contract value during the contract period.

The Work Order shall be placed as per actual final quote of H1 bidder (Uniform highest discount on MRP of all medicines). The Bank reserves the right to assign contract to more than one Vendors in case required, subject to matching of the discount rate of H1 bidder.

3. Delivery of Supplies

On receipt of credit slips, the Vendor shall print the prescription received, prepare invoice for the prescribed medicine, print the invoice after checking the medicines, pack the medicines for home delivery to the patient's address printed on the prescription and home deliver it along with prescription **and copy of invoice for the same.**

The Vendor shall deliver the medicines against each credit slip in a separate sealed packet to the address mentioned on the credit slip at no extra **cost of delivery and packaging** to the Bank or serving / retired employees and their eligible dependents.

On delivery of the medicines at patient's address, **the Vendor shall obtain the signature** of the beneficiary on the copy of the prescription as a proof of delivery of the prescribed medicines.

The Vendor shall not collect any money from the employees (or their eligible dependents) of the Bank for the supplies indented by the Bank, while making home delivery.

The Vendor shall supply the medicines at the discount on MRP as per the Contract between the Bank and the Vendor.

The delivery should be made within reasonable hours of the day.

The Vendor shall supply the medicines strictly as mentioned in the credit slip or indent. **No change should be made in medicine's brand name, company name, quantity, etc.**

In case of partial supply of medicines in the credit slip, Vendors must indicate the quantity of medicine supplied and the remaining quantity to be supplied specifically in the credit slip. The remaining quantity must be supplied at the earliest (max. within two days) as per the delivery schedule mentioned. In such cases, the Vendor shall furnish the invoices against that particular credit slip to the Bank for payment, only after all the medicines enumerated in such credit slip have been delivered by the Vendor.

If the medicine is not available with the bidder or the Vendor is incapable in arranging the medicine for the supply, the vendor should communicate the same to the Bank's Dispensary through email at the earliest (not later than 2 hours from the time of issuance of credit slip /indent). While communicating to the Bank's Dispensary, the vendor may provide the details of the substitute medicine, if available. **The vendor may supply the substitute /alternative medicine only after the approval of the BMOs.**

Against the indent placed by the Bank for supply of emergency medicines to the Bank's dispensaries, the delivery of supplies in full shall be made at the premises of the Bank's dispensary to which the indent pertains, during the working hours of the dispensary.

Sufficient stock of standard quality of medicines always shall have to be maintained by the Vendor, to avoid inconvenience to the Bank's beneficiaries.

The Vendor shall not stop the supply of medicines without giving 90 days' notice period.

4. Delivery Time

- a. **Mumbai and Navi Mumbai Region (Mumbai Municipal Region as defined by MMRDA from time to time):** The Vendor shall ensure delivery of medicines at the earliest but not later than 24 hours from the issuance of credit slip. In case any medicine is urgently required, the credit slip shall be mailed to the Vendor by the Bank's dispensary. In respect of credit slips if mailed to the Vendor by 2:00 PM, the medicines shall be delivered on the same day as far as possible. Only in exceptional circumstances, delivery shall be ensured on the next day before 2 PM.
- b. **Outside Mumbai and Navi Mumbai Region- Panvel and Thane:** The medicines shall be delivered at the earliest but not **later than 72 hours** from the time of issuance of prescription.
- c. **Emergency Medicines for Bank's Dispensaries:** The delivery of supplies in full shall be made at the premises of the Bank's dispensary to which the indent pertains, during the working hours of the dispensary as soon as possible but not later than one week from the date of indent.

5. Period of Contract

The period of the contract shall be from **01st November 2025 to 31st September 2027**, subject to satisfactory performance.

The supply orders can be placed against the contract even up to the last date of the contract which shall be honored by the Vendor in accordance with the terms of contract.

6. Extension of period of contract

The contract shall be extendable for further period of two years (one year at a time & not exceeding four years in total) subject to satisfactory performance of the Vendor and terms and conditions as agreed upon to supply the drugs & medicines and non- medical items at the same discount rate on MRP under the contract.

The contract shall be extendable for a further period of up to two years, in increments of one year at a time, subject to the satisfactory performance of the Vendor. The extension will be governed by terms and conditions as already mutually agreed upon, and the Vendor shall continue to supply drugs, medicines, and non-medical items at the same discount rate on MRP as stipulated in the

original contract. The total duration of the contract, including extensions, shall not exceed four years.

7. Non-substitution / confirmation with schedule M of Drugs and Cosmetics Act

In case of indent for specific brand of medicines, the brand shall not be substituted. In all other cases, medicines conforming to Schedule M of Drugs and Cosmetics Act, 1945 specifications only shall be supplied.

8. Life period of medicines

The expiry date of the medicines supplied shall not be less than 50% of their total shelf life from the date of supply. Medicines with shorter remaining shelf life will not be accepted. Presentation of bills

9. Presentation of bills

The Tax Invoice mentioning the applicable GST on the medicines shall be submitted on monthly basis for payment to HRMD – Bills , NABARD , Head Office , BKC, Mumbai

The Tax Invoices shall clearly indicate the details of the supplies made such as name of the patient, name of the item, name of manufacturer, batch No., date of manufacture & expiry date, rate, discount as per contract, HSN/ SAC code along with prescription slips issued by the dispensary during the month, and any other information required by the Bank from time to time.

The Tax Invoice shall be supported by the Credit Slip duly signed by the employee (or the dependent) stating that they have received the medicines in full.

In respect of supply of emergency medicines to the Bank's dispensaries, the invoice shall be signed by the BMOs of the respective dispensaries and supported by the original Purchase Order (PO).

Incomplete bills or bills not accompanied by required supporting documents shall not be entertained.

The bill shall be submitted on or before 15th of the following month.

10. Payment

The authorized Vendor shall claim payments on a monthly basis. The invoice shall be raised against the Bank's name and GST number. Payments of the bills subject to statutory deductions will normally be arranged within **60 days** from the date of

presentation of the bill. However, the authorized Vendor shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any reasons. The payment shall be through NEFT for which Vendor shall give requisite detail of bank address, IFSC, Account No., Name of account holder etc.

The Bank shall deduct applicable TDS and credit to the account of Government of India.

The Vendor shall ensure timely filing of GST return. The data uploaded on the GSTR portal shall invariably tally with the invoices raised on the Bank.

In case of any discrepancy in the invoice, Vendor shall resubmit the corrected invoice to Bank and the payment shall be released within 30 days from the date of resubmission of corrected invoice.

11. Pricing

In response to the Bank's Notice Inviting Tender (NIT), the Vendor shall quote a **uniform discount rate in percentage terms** which it will offer on items of supplies of the bank under the Contract irrespective of their brands or manufacturers, without any exception.

The liability to pay any duties, levies, or taxes leviable under any of the applicable laws shall be that of the Vendor.

The Vendor shall also have to bear all the expenses connected with proper packaging, carting, transportation, etc., in connection with supply medicines to any address specified by the Bank.

The Vendor will also have to bear GeM portal charges for participation in bidding process at the time of the bidding.

The Bank shall only pay the labeled MRP minus agreed discount quoted thereon on all items supplied.

12. Applicability of best prices

If the Vendor with whom the Bank has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following conditions of sale similar to those of the Bank's contract, to any person or organization during the currency of the rate contract, the discount rate applicable to the Bank shall 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 the presence of concerned Vendors on the specified date and time and further action taken as per standard practice.

13. Penalties

a. Delay in supply: On receipt of indent / credit slip for supply from the Bank, the delivery in full shall be made the addressee within the time specified. In the event of non-supply of the medicines in time as aforesaid, Rs. 500/- will be deducted from the bill of the Vendor for each day or part thereof of delay in respect of each item.

b. Quality of medicines: The drugs & medicines and non-medical items to be supplied shall be of standard quality. In case it is found that any medicine's date is expired or found not of standard quality, substandard or spurious, the PBG is liable to be invoked and the Vendor shall be liable to be debarred for a period of 3 years besides initiation of any other legal action as deemed fit.

c. Failure to supply the medicines: In case the Vendor fails to supply indented drugs & medicines, the Bank shall be entitled to procure the same from other Vendors and the Vendor shall be liable to reimburse in full the price paid by the Bank. However, the Vendor shall be allowed to claim what would have been paid to him for the same medicines as per the agreed terms and conditions.

d. Specific brand of medicines: 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 Vendor will be penalized for Rs.500 plus cost of the specific brand of medicines for each such default. However, this doesn't apply in case of substitution with explicit approval **of BMO**.

e. Shelf life of medicines:

Shelf life of medicines: In the event of failure to comply with the specified shelf-life condition, the Bank reserves the right to levy a penalty of ₹5,000 per instance. Additionally, the Supplier shall be obligated to replace such medicines at their own cost, without any financial liability to the Bank. In case of repeated non-compliance, the Bank may impose more stringent measures, which may include:

- A higher penalty, up to three times the standard penalty (i.e., up to ₹15,000 per instance),
- And/or Debarment from future contracts or tenders,
- And/or initiation of legal proceedings, as deemed appropriate by the Bank.

f. Delivery of wrong medicines: If the Vendor supplies wrong medicines against a prescription, a penalty of **Rs. 5000** per each occasion will be levied.

g. Unused medicines that are within their valid shelf life shall be returned to the Vendor,

who shall issue a credit note for the full invoice amount corresponding to such returned items

14. Corrupt, fraudulent or unethical practices

The Vendor shall adhere to the highest standards of ethics during the procurement and execution of contract while supplying medicines. The drugs & medicines and non- medical items supplied shall be of standard quality. In pursuance thereof, the terms are set forth as follows:

- a) The Vendor shall not offer, give, receive, or solicit anything in cash or kind to influence the action of any official of the Bank involved in the process of empanelment, procurement or execution of the contract.
- b) The Vendor shall not misrepresent any of the fact in order to influence the empanelment process or execution of contract which shall be detrimental to the Bank's interest.
- c) The Bank shall declare a Vendor ineligible, either indefinitely or for a specified period, if it is detected that the Vendor has engaged in corrupt and fraudulent practices in executing the contract.

15. Termination for default

The Bank may, without prejudice to any other remedy for breach of contract, issue a written notice of default to the Vendor, and terminate the Contract in whole or part:

- i. If the Vendor fails to provide any or all of the services within the period(s) specified in the Contract
- ii. If the Vendor fails to perform any other obligation(s) under the Contract.
- iii. If the Vendor, in the Bank's view has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. In case of delay in supply or failure or refusal on Vendor's part to supply the medicines within the time as provided in the respective Purchase Order.
- v. 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.
- vi. Over charging the bill.

If any such case indicated at (iv) to (vi) above is noticed during subsequent scrutiny after or before the payment, then the Vendor shall refund the disputed / excess amount already paid by the Bank or replace the medicines in question. The Bank may stop payments due or recover the cost of such supplies from the amounts due to the Vendor, while also consider invoking the PBG.

The CGM, HRMD, NABARD, Head Office, Mumbai 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.

The Bank reserves the right to seek a drug test report of any medicine/s which are being procured by the Bank through indent or credit slip from the supplier at any point of time during the contract period. The drug test, if requested by the Bank, needs to be mandatorily conducted through the Govt. Lab/ Govt. approved labs by the suppliers as per the extant instructions issued by the concerned competent authority.

16. Debarment/Disqualification

A Vendor is liable for debarment/disqualification from bidding on the following grounds:

- I. If it is determined that the Vendor has committed the following acts or omissions in contravention of the code of integrity:
 - a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c. Any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. Improper use of information provided by the procuring entity to the Vendor with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. Any financial or business transactions between the Vendor and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

- f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in a process or to secure a contract.
- i. Failed to disclose conflict of interest.
- j. Failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
- k. If the Vendor has been convicted of an offence - (a) under the Prevention of Corruption Act, 1988; or (b) the BNS or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. Vendor with respect to above conditions, shall submit declaration in format placed at **Annexure VIII**.

II. For any actions or omissions by the Vendor other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub- standard quality of works, failure to abide terms of the tender etc.

III. The Bank reserves right to debar/disqualify the Vendor from participating in any bidding or from supplying medicines to the Bank for a period of three years. However, before doing so the Bank may give a show cause notice to the Vendor and consider reply, if any, submitted by the Vendor to such notice. The decision of the Bank shall be final in this regard.

17. Reservation of Right to Accept/ Reject

Applications received after the due date and time or incomplete in any respect are liable to be rejected. The Bank reserves the right to accept or reject any or all the applications in full or part without assigning any reasons. The Bank's decision in this regard shall be binding and final. The Bank has the right to modify/ alter any requirements in this document at its discretion as deemed appropriate. The decision of **CGM, HRMD, NABARD, Head Office Mumbai** in this regard shall be final.

18. Appointment of Vendors

Fulfilling the terms & conditions and offering the highest discount does not necessarily mean qualifying for the award of the Contract. **Under no circumstance, a request for alteration in the discount rate shall be accepted/ considered.** Any conditional quotations / offers will not be accepted. The quotation shall be uploaded on GeM website by the due date and time. Quotations shall be opened on the due date and time as specified in this document.

In the event of there being **more than one H1** (offering highest uniform discount on MRP) bidder, the entire work will be distributed among the H1 bidders as per the discretion of the Bank. Otherwise also, the Bank reserves the right to assign the contract to more than one Vendor, if need arises, subject to matching of final quote of H1 bidder.

The CGM, HRMD, NABARD, Head Office, Mumbai reserves the right to enter annual contracts with any number of Vendors. **The CGM, HRMD, NABARD, Head Office, Mumbai** 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 CGM, HRMD, NABARD, Head Office, Mumbai** 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 Vendor irrespective of such allotment of dispensary to each Authorized Vendor for purchase of normal supplies.

19. Indemnity

The Vendor shall indemnify the Bank against all actions, suits, claims and demands brought or made against the Bank in respect of anything done or alleged to be done by the Vendor in execution of or in connection with the work of this contract and due to non-adherence to the terms and conditions as stipulated therein in this document or contract for this purpose and against any loss or damage to the Bank in consequence to any action or suit being brought against the Vendor for anything done or alleged to be done in the execution of this contract.

The Vendor shall abide by the job safety measures prevalent in India and shall free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's / Vendor's negligence. The Vendor / Vendor shall pay all indemnities arising from such incidents without any extra cost to the Bank and will not hold the Bank responsible or obligated.

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

20. Arbitration

- i. In the event of there being any dispute or difference arising between the parties the same shall be referred to the **CGM, HRMD, NABARD, Mumbai Head Office** whose decision in writing, shall be final and binding on both the parties. However, if the parties are still not satisfied, the matter shall be referred to the sole arbitrator mutually agreed by the parties. The arbitration shall be conducted in accordance with the provisions of the **Arbitration and Conciliations Act, 1996** or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The award of the arbitrator shall be final and binding on the parties.
- ii. The venue of the arbitration shall be Mumbai and the language of arbitration shall be English. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, **be paid half and half by each of the parties**. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

- iii. All disputes which are not covered under Arbitration shall be subject to the legal jurisdiction of the Court at Mumbai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.
- iv. During the arbitration proceedings, the Vendor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank.

21. Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013:

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

22. Compliance with the Rule 144(xi) of GFR 2017

Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.

In this regard, Vendor shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly signed by the authorized signatory in the format given in this document. (Annexure VII)

If the Undertaking / Declaration / Certificate submitted by the Vendor is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / invoking of Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the Vendor from participating in the tenders invited by the Bank in future.

23. Statutory compliance to Labour laws

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

24. Sub-Contract

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

25. Insolvency or death of bidder

In the event of the bidder being adjudged insolvent or going voluntarily into liquidation or having received order or other order under the Insolvency Act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Vendor failing to comply with any of the conditions herein specified, the Bank shall have the power to terminate the contract without any previous notice. The Vendor's heirs / representatives shall not, have the right to continue to perform the duties or engagements of the Vendor or under the contract in case of his death without the consent in writing of the Bank. In the event of the Vendor, with such consent aforesaid, transferring his business, and in the event of the Vendor being a company

and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Vendor shall make it one of the terms and stipulations of the contract for the transfer of this properties and business, that such other person or company, shall continue to perform the duties or engagements of the Vendor under this contract and be subject to his liabilities there under. The proof of death and other relevant documents to this effect shall be submitted to the Bank, in writing. Without prejudice to any of the rights or remedies under this contract, in case of sole proprietorship concern if the Vendor dies, the Bank shall have the option of terminating the contract without compensation to the legal heirs, which does not amount to the Breach of contract.

26. Insurance

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

27. The Vendor shall ensure compliance to other applicable statutory provisions also.

28. Force Majeure

Force Majeure," as used in this Agreement, means any cause beyond the reasonable control and not due to the fault or negligence of the Party affected, as a result of which the Party affected is delayed in performance of, or unable to perform, its obligations under this Agreement; including drought, fire, flood, hailstorms, earthquake, lightning, perils of sea, epidemic, war (whether declared or undeclared), Acts of God or the public enemy, riot, terrorism, explosions, civil disturbance, labour disputes, strikes, sabotage, vandalism, and extreme weather conditions. If either Party is rendered wholly or partially unable to perform its obligations under this Agreement because of the occurrence of a Force Majeure Event, that Party shall be excused from whatever obligations (other than payment obligations) that are affected by the Force Majeure Event to the extent so affected, provided that:

- a. The affected Party gives the other Party written notice describing the particulars of the

occurrence known to such affected Party, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder.

- b. The notice described in clause (a) above shall be given promptly after the occurrence of the Force Majeure Event, and, in no event more than twenty (20) days after the affected Party becomes aware of such occurrence.
- c. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.
- d. The affected Party shall use all reasonable efforts to continue to perform its obligations hereunder to the extent that performance is not excused and
- e. When the affected Party is able to resume performance of the affected obligations under this Agreement, that Party shall give the other Party written notice to that effect and the affected Party promptly shall resume performance under this Agreement.

29. All the expenses required for execution of this contract shall be borne solely by the Vendors/supplier.

30. Non-Disclosure Clause

The Vendor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment / patients etc., which may come to the possession or knowledge of the Vendor during discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in the strictest confidence. **The software system / Application which shall be put in place by the Vendor for delivery of medicines shall have robust data security integrated into the System/Application to ensure confidentiality** and protection of the patient related data. The Vendor 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 Vendor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Vendor shall indemnify the Bank for any loss suffered by the Bank because of disclosure of any confidential information. Failure to observe the above shall be treated, as breach of contract on the part of the Vendor and the Bank shall be entitled to claim damages and pursue legal remedies. The Vendor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Vendor's obligations with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reason.

31. The Bank reserves the right to modify, amend or supplement this document including

the formats and Annexures.

32. Details of NABARD Dispensaries*

Sr No	Name and address of the Dispensary	Timing	Working days
01	NABARD Head Office Dispensary Plot No C-24, G – Block, Bandra-Kurla Complex, Bandra (East) Mumbai 400 051	10.00 AM to 05.00 PM	Monday to Friday
02	NABARD House Dispensary G Block, Badra Kurla Complex. Opposite Sofitel Hotel, Near Dhirubhai Ambani School, Bandra (East) Mumbai 400098	05.15 PM to 06.15 PM	Monday, Wednesday and Friday
03	NABARD Park Dispensary Khira Nagar, S V Road, Santacruz (West) Mumbai 400 054	07.15 AM to 08.15 AM	Monday to Saturday
04	NABARD NAGAR Dispensary Nabard Nagar, Thakur Complex, Kandivali (East) Mumbai 400 101	07.00 AM to 10.00 AM	Monday to Saturday
05	Damodar Park Dispensary Damodar Park Ghatkopar (West) Mumbai – 400 086	07.30 AM to 09.30 AM	Monday to Saturday
06	Nestle II Quarters Dispensary NABARD Officers Quarters Nestle II, Pandurang Budhkar Marg, Lower Parel, Mumbai – 400038	08.30 PM to 10.00 PM	Monday to Saturday
07	KVS Dispensary Krishi Vikas Sadan Dadar (West) Mumbai – 400018	06.30 pm TO 07.30 PM	Monday to Saturday

*(There may be change in number, location and trimming of dispensaries in future)

SECTION VI

GENERAL INSTRUCTIONS

1. Participation in the Tender

Vendors who are eligible, as per the eligibility criteria stipulated at **Section III** of the tender document, are entitled to participate in the Tender. The interested Vendors must register on the GeM Portal.

2. Invitation for proposal

This tender document is neither an offer letter nor a legal contract, but an invitation for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized Officers of the Bank and the Vendor. Further, the Bank shall not be held liable for any costs incurred by the tenderer in the preparation of the response to this tender. The preparation of Vendor's proposal shall be made without any obligation by the Bank to acquire any of the items included or rejected. All information included by the Vendors in their proposal shall be treated in strict confidence.

3. Pre-bid meeting

A pre-bid meeting shall be held on **22 September 2025 at 11.00 a.m.** at to discuss/clarify any queries about the tender. All the intending Vendors are advised to attend the meeting. In this regard, the Vendors are requested to send an intimation regarding their participation in the pre-bid meeting to **dispensary.ho@nabard.org**.

4. Evaluation of bid

Technical bid: Documents supporting eligibility of Vendors to participate in the tender are to be uploaded on GeM portal in Part I of tender. The technical bids (Part 1) shall be opened first and evaluated to determine responsiveness and completeness to the eligibility criteria. Any clarification / rectification in case of deviations, in the technical bids at this stage, will be called through GeM portal only. Failure to submit the same within the specified time limit may result in rejection of the bid. The Vendors who qualify in Technical Evaluation will be shortlisted for Financial (Price Bid) Evaluation. The decision of the Bank in this regard shall be final and binding on the Vendors.

The Bank **may** obtain reports on past performance of the Vendor from their clients. The Bank may evaluate the said reports before opening of the Part II of the tender. If any Vendor is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance/ service reports received from his clients are found unsatisfactory, the Bank reserves the right to reject his / her offer after the technical evaluation has been completed. The Bank is not bound to assign any reason for doing so.

Financial bid: The Financial bids shall be quoted online in Part II on GeM portal only. Opening of Part II shall be intimated to the qualified/ eligible Vendors. The tender shall remain valid for **90** days from the date of opening of Part I of the tender.

Tender document: The tender document shall be treated as part and parcel of the contract agreement.

SECTION VII

Documents to be uploaded on GeM Portal

The following documents shall be submitted:

- a. Duly filled and signed Application Form on Vendor's letter head as per the format given at **Form I**.
- b. Integrity Pact on Rs. **200/-** non-judicial stamp paper as per the format given in **Annexure I**
- c. Self-attested copy of Registration & Incorporation of Company / Partnership / Proprietorship.
- d. Shop Registration Certificate. Documentary evidence of the shops establishment within Mumbai Municipal Corporation.
- e. Self-attested copy of MSME certificate, if registered under MSME Act.
- f. Self-attested copies of valid licenses held by the Vendor as on the date of application.
- g. Vendor's Client list showing the details of work carried out by them during the last 3 years in the format given at **Annex II**.
- h. Client Report as per format given in **Annex III** from the client(s) for each of the qualifying works.
- i. Self-attested 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 or Drugs (Price Control) Order, 2013 or any other Orders issued or any other laws in force from time to time. An affidavit to the effect is acceptable in lieu thereof.
- j. Copies of the balance sheets for the last three financial years and statement of annual turnover for the last three years, **duly certified by a Chartered Accountant**.
- k. Copy of valid GST registration certificate.
- l. Copy of valid PAN card allotted to the Vendor.
- m. Proof of submission of EMD.
- n. Signed copy of Scope of work and Terms & Conditions and General Instructions of the tender.
- o. The Vendor should upload Banker's certificate from their banker for an amount not less than ₹3.60 Crore, specifically for the purpose of the work as per format given at Annexure IX
- p. Proforma for Undertaking / Declaration / Certificate by the Vendor regarding country sharing land border with India as per the format given at **Annexure VII**
- q. Declaration to the effect that the Vendor has neither been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector Organization nor has any disputes with its clients as per the format given at **Annexure VIII**

Any other document as advised and required by the Bank for the purpose.

Form I**APPLICATION FORM**

Tender for Doorstep delivery of medicines to Serving/Retired employees and their eligible dependents residing in the **Mumbai, Navi Mumbai, Thane and Panvel** against credit slips issued by the Bank's (NABARD) Dispensaries and Supply of Drugs and Medicines to NABARD dispensaries in Mumbai

((Ref. No. - NB/HO/ 85706 /HRMD-Bills/25-26/ 11 September 2025))

(On Vendor's Letter Head)

Sl. No.	Item Description	Remarks
1	Name of the Vendor	
2	Address for Communication	
3	Mobile No. & E- mail	
4	Constitution (Company/Partnership/Proprietorship)	
5	Details of Registration (Registering Authority, Registration Number and Date)	
6	Year of commencement of business	
7	GST Registration Number (Attach copy of GST registration certificate)	
8	PAN Number (Attach copy of PAN)	
9	Whether manufacturer/ Authorized Distributor/ Dealer/ Agency/ Retailer	
10	Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank	

11	Whether the Vendor 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 Cosmetic Act,1940? Please give details of license.		
12	Whether billing is computerized?		
13	Whether the Vendor has been convicted by the State Drugs Controller or any case is pending against the Vendor under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time?		
14	Names of the Government/ Public Sector/Corporate clients of the Vendor for bulk supply of medicines. Contact person's name and telephone numbers of the Government/ Public Sector/ Corporate clients. E-mail (mandatory) Mobile Number (mandatory)		
15	Name and address of Principal Banker. Please also give phone numbers.		
16	Bank Account Details (attach copy of cancelled cheque)	Name of Account: Account Number: IFSC Code: Bank & Branch Name:	
17	Annual turnover	FY	Turnover
		2022-23	
		2023-24	
		2024-25	
Signature of Authorised Official of the Vendor			

FORM OF TENDER

(In Bidder's own letter head)

Ref No.

Date: _____

To

The Chief General Manager

National Bank for Agriculture and Rural Development

Dear Sir,

Tender for _____

Having examined the tender document and price bid relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid and in accordance in all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

a)	Description of work	Tender for Doorstep delivery of medicines to Serving/Retired employees of NABARD and their eligible dependents residing in the Mumbai, Navi Mumbai, Thane and Panvel against credit slips issued by the Bank's Dispensaries and Supply of Drugs and Medicines to Bank's dispensaries in Mumbai.
b)	Earnest Money	₹14,40,000/- (Rupees Fourteen Lakh Forty Thousand only)
c)	Time allowed for completion of work	From 01 st November 2025 to 31 st October 2027
d)	Percentage, if any, to be deducted from bills towards IT, GST, etc.	As per Government Notifications
e)	Performance Bank Guarantee (PBG)	5 % of the contract amount

f)	Order Amount	₹7.20 Crore (Rupees Seven Crore Twenty Lakh only).
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We understand that the time for completion shown above shall be reckoned from the date of issue of the Work Order.

Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said conditions of the tender annexed hereto so far as they may be applicable or in default thereof, to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions. The EMD will not bear any interest.

Details of the Firm/ Company/ Individual

1. Name of our firm / Company / Individual
2. Address of our firm / Company/ Individual
3. Telephone No.: Mobile No.
4. E-mail address
5. Our Bankers are:

Sl. No	Name of Bank and Branch	A/c No.	Nature of A/c. (SB/CA/ CC (OD)	IFSC No.
1				
2				

The names of partners of our firm are:

- i)
- ii)
- iii)

Name of the partner of the firm Authorised to sign:

OR

Name or person having Power of Attorney to sign the contract (Certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

Integrity Pact

PRE-CONTRACT INTEGRITY PACT

(To be submitted on ₹200.00 Stamp Paper)

This agreement (hereinafter called the Integrity Pact) is made on this day of month, 202__
Between

National Bank for Agriculture and Rural Development (NABARD) , a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall, include its successors and assigns) hereinafter referred to as “The Principal” of the First Part

And ... represented by Mr. / Mrs. _____, Chief Executive Officer / Authorized Representative hereinafter referred to as **“The Bidder/Contractor”** which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for The principal 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, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will, in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through

which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita(BNS)//PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant BNS/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Retention Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India / Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process and/or an action for his exclusion may be taken and/or he shall be liable for compensation of such damages that are incidental to such transgression mentioned herein.

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

Shri Jagdeep Kumar Ghai, P&TA, FS (Retd)

Flat 1032, A Wing, Vanashree Society, Sector 58 A&B,

Palm Beach Road, Nerul, Navi Mumbai, Pin 400 706.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-

binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word ‘**Monitor**’ would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 - Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of the Bidder/Contractor)
(Office Seal)

Place Date Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

PROFORMA OF PAST EXPERIENCE**Client wise details shall be furnished as below:**

Sl. No.	Name & Address of the Client	Mob No. & E-mail Id of the Client	Value of work	Completed in time. (Yes/ No)	Start Date & Completion Date	Reason for Delay if any

**PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE
(On Client's Letter Head)**

1. Name & address of the client:
2. Details of works executed by Shri /M/s. -----
(name of Vendor)
3. Name of work with brief particulars:
4. Agreement No. and date:
5. Agreement amount (approximates are also acceptable):
6. Details of penalties levied (indicate amount), if any, for non-performance or non-adherence to terms:
7. Name, address, telephone number and email id of the authority under whom supply executed:

Name & Designation:

Telephone Nos:

E-mail:
8. Comments on the capabilities of the Vendor (Outstanding/Very Good/ Good/ Satisfactory/ Poor):
 - a) Technical proficiency: Outstanding/Very Good/ Good/ Satisfactory/ Poor
 - b) Financial soundness
 - c) Adherence to timelines
 - d) Quality of work
 - e) General behaviour

***'Countersigned'**

**Signature of the competent Authority
with office seal**

**Name & Designation:
Contact numbers:**

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(On Non-Judicial Stamp Paper of appropriate value)

Chief General Manager
HRMD
NABARD, Head Office
Bandra -Kurla Complex
Bandra (East)
Mumbai – 400051

Dear Sir,

Name of Work:

Bank guarantee for EARNEST MONEY DEPOSIT

Ref.: E- Tender No. _____ date

WHEREAS

The CGM.HRMD, NABARD Head Office, Mumbai having its Office at Mumbai (hereinafter called the “NABARD”) has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as “the Tenderer/Bidder”), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to NABARD in respect of the said sum of Rs. _____ (Rupees _____) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to NABARD, their Successors, Assigns that in the event of the NABARD coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the NABARD, pay without demur to the NABARD, a sum of Rs. _____ (Rupees _____) or any lower amount that may be demanded by the NABARD. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____) as aforesaid shall be paid by us without any demur or protest, merely on demand from the NABARD on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the NABARD shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the NABARD within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the NABARD under this guarantee shall be independent of the agreement or agreements or other understandings between the NABARD and the Tenderer.

This guarantee shall not be revoked by us without prior consent in the writing of the NABARD. We hereby further agree that –

a) Any forbearance or commission on the part of the NABARD in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the NABARD to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees ____).

b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ (six months from the last date of receipt of tender) provided that if so desired by the NABARD this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the NABARD alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the NABARD against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of Bank Authorised

Official (with seal) Name:

Designation:

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY
(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Chief General Manager
HRMD
NABARD, Head Office
Bandra -Kurla Complex
Bandra (East)
Mumbai – 400051

Dear Sir,

Name of Work:

Bank guarantee for Performance Security Deposit

WHEREAS

NABARD Head Office having its Head Office at G Block, Bandra Kurla Complex, Mumbai, (hereinafter called "the NABARD") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to NABARD a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the NABARD an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to NABARD, their Successors, Assigns that in the event of the NABARD coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the NABARD, pay without demur to the NABARD, a sum of Rs. _____ (Rupees _____ only) or any

lower amount that may be demanded by the NABARD. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the NABARD on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the NABARD shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to NABARD any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the NABARD within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the NABARD under this guarantee shall be independent of the agreement or agreements or other understandings between the NABARD and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the NABARD. We hereby further agree that –

a) Any forbearance or commission on the part of the NABARD in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the NABARD to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).

b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only) .

c) Our liability under this agreement shall not be affected by any infirmity or irregularity

on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to (180 days beyond the Defect liability period) provided that if so desired by the NABARD, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the NABARD alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within ____ or any extended period, all the rights of the NABARD against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ____ day of ____ (Month) (Year) being herewith duly authorized. For and on behalf of _

_____ (Name of the Bank)

Signature of authorized Bank official Name:

Designation:

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name:

Address:

(NB: This guarantee will require stamp duty (Rs.500.00) as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

CONTRACT AGREEMENT

Annual Contract for Doorstep Delivery of Medicines to Serving and retired Employees of the Bank and their Eligible Dependents

(On Non-Judicial Stamp Paper of Rs. 500)

THIS AGREEMENT made at Mumbai on this _____ day of _____ (month), 2025 between

The CGM HRMD, NABARD Head Office, Mumbai having its Head Office at Mumbai (hereinafter called “the Bank”) which expression shall unless exclude or repugnant to the context on ONE PART,

AND

M/s _____ having its registered office at (hereinafter called “the Vendor”) represented by who is authorized to enter this agreement which terms shall unless excluded or repugnant to the context be deemed to include the Partners and Principals of the said firm and their respective successors, executors, administrators, representative and assigns/ and assigns on the OTHER PART.

WHEREAS the Bank having expressed intention of engaging a Vendor for doorstep delivery of drugs and medicines to serving and retired employees of the Bank and their eligible dependents residing in the **entire Mumbai, Navi Mumbai, Thane and Panvel** and supply of emergency drugs & medicines and to its dispensaries in **Mumbai**, invited e-Tender vide _____ dated _____ through GeM portal on specified terms and conditions and scope of work as detailed in the tender document Part I, Part II, Annexures and Corrigendum thereof and the Vendor has been selected as approved Vendor to supply such items listed in the accompanying schedule and agreed to supply such items on such terms and conditions and decided discount rate on MRP, the present agreement is drawn up and executed, incorporating inter-alia the said and terms and conditions in the schedule of the agreement.

In this Agreement, whenever rights, privileges, discretions and powers have been said to be exercisable by the “Bank”, such rights, privileges, discretions and powers will be actually exercisable by the **CGM, HRMD, NABARD Head Office, Mumbai**, unless otherwise specified.

The Vendor agrees to have read and understood the tender document Part I, Part II and Corrigendum, if any.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part and parcel of this agreement, viz.:
 - i. The Tender document dated _____ submitted by the Supplier.
 - ii. Scope of work and Terms and Conditions of the tender.
 - iii. Purchaser's Notification of Award.
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 and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in tender document condition.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed
their respective hands and seals the
day/month and year first above written. SIGNED AND DELIVERED BY THE:

Signed for and on behalf of the Bank

Signed for and on behalf of the Vendor In

presence of:

Witness 1:

Witness 2:

Annexure VII

Proforma for Undertaking / Declaration / Certificate by the Vendor regarding country sharing land border with India

(To be submitted by Vendors on their letter head duly sealed and signed by the authorized signatory)

To
Chief General Manager
HRMD
NABARD, Head Office
Bandra -Kurla Complex
Bandra (East)
Mumbai – 400051

Name of Work:

I / We (Name and address, including Country of location of Vendor) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a Vendor of a country which shares a land border with India.

2. I / We certify that..... (Name of the Vendor)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable).

3. I / We further certify that (Name of Vendor) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/NABARD to sub- contract I / we (Name of Vendor) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our

tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / invoking of Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

(Signature and name of authorized signatory of the
Vendor with Rubber Stamp)

Date:

Place:

Annexure VIII

Undertaking / Declaration regarding Debarment

(To be submitted by the Vendor on their letter head)

To
Chief General Manager
HRMD
NABARD, Head Office
Bandra -Kurla Complex
Bandra (East)
Mumbai – 400051

Dear Sir,

Name of the work:

I / we _____ (name of the Vendor) declares that I/we or any of our allied firm*:

- a. have not been debarred/ suspended/ blacklisted by any public institution/ Statutory Authorities / Organisations/ or any entity in India or any other country as on ____ (date of submission of bid).
- b. have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on _____ (date of submission of bid).
- c. will inform the Bank in writing in case of debarment / suspension / blacklisting by any public institution/ entity in India or any other country on or before of award of work or during the period of work.
- d. do not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years.
- e. have not rescinded/ abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years.
- f. have been maintaining a clean track record without any involvement in unlawful/ illegal activities or financial Banking frauds. We do not have any case with the Police/ Court/ Regulatory authorities against the Vendor or proprietor/ partners/ directors in case of Proprietorship/ Partnership firm/ company respectively involving the above.

2. I/ We know and understood that, if this Undertaking / Declaration/ Certificate submitted by us is found to be false, the Bank shall be free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ invoking of Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

(Signature and name of the authorized signatory of
the Vendor with Rubber Stamp) Date:
Place:

*Allied firm: A firm would be termed as “allied firm “if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firm.



Annexure IX

To
Chief General Manager
HRMD
NABARD, Head Office
Bandra -Kurla Complex
Bandra (East)
Mumbai – 400051

Bankers' Certificate from a Scheduled Bank

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

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

For the Bank

(Signature with seal)

Date:

Name & Designation

For the Bank

Note:

1. Bankers' certificates should be from a scheduled bank on the letterhead of the Bank and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.