

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

Ref. No.NB/RRO/ 2648 /DPSP-Medical/2022-23 24 February 2023

विषय :क्रेडिट स्लिप्स के आधार पर 01अप्रैल 2023से 31मार्च 2025तक 03स्थानों पर)i) नाबार्ड, मध्य प्रदेश क्षेत्रीय कार्यालय भोपाल, ई5-, अरेरा कॉलोनी,) ii) नाबार्ड ऑफिसर्स कॉलोनी, सैक्टर-ए, शाहपुरा, भोपाल और)iii) नाबार्ड स्टाफ कॉलोनी, सैक्टर-सी, भोपाल के लिए दवाइयों की आपूर्ति

Subject : Supply of Medicines on Credit Slips 3 locations (i) NABARD MP Regional Office, Bhopal at E-15, Arera Colony (ii) NABARD Officers Colony Sector A, Shahpura, Bhopal and (iii) NABARD Staff Colony, Sector C, Shahpura, Bhopal for two years from 01 April 2023 to 31 March 2025

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड), नाबार्ड अधिनियम 1981) जिसे आगे नाबार्ड कहा जाएगा(के तहत स्थापित एक निकाय कॉर्पोरेट है, जिसका प्रधान कार्यालय प्लॉट नंबर C-24, ब्लॉक 'G', बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा)पूर्व(, मुंबई -400051 में है और देश भर के विभिन्न शहरों में क्षेत्रीय कार्यालय / प्रशिक्षण प्रतिष्ठान हैं।

National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, Block 'G', Bandra\Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

नाबार्ड, मध्य प्रदेश क्षेत्रीय कार्यालय, भोपाल पात्र इच्छुक पक्षों से उक्त विषयक कार्य हेतु सीलबंद निविदाएँ आमंत्रित करता है।

NABARD, Madhya Pradesh Regional Office, Bhopal intends to invite sealed Tenders from the eligible interested parties to tender for the captioned work.

बोलीदाताओं से अनुरोध किया जाता है कि वे निविदा दस्तावेज में दिए गए ब्यौरे के अनुसार उसमें उल्लिखित मानदंडों की शर्तों को पूरा करने के बाद उपर्युक्त कार्य के लिए तकनीकी बोली और मूल्य बोली दो भागों में अपने प्रस्ताव प्रस्तुत करें। निविदा दस्तावेज नाबार्ड की वेबसाइट से <http://www.nabard.org> डाउनलोड किया जा सकता है। निविदा दस्तावेज शुल्क माफ कर दिया गया है क्योंकि इसे नाबार्ड की वेबसाइट से डाउनलोड किया जा सकता है।

Bidders are requested to submit their offer in two parts, viz., Technical Bid and Price Bid for the aforesaid work as per details given in the tender document and after satisfying the fulfilment of the criteria mentioned therein. Tender document can be downloaded from NABARD's website <http://www.nabard.org>. Tender document fee is waived as it can be downloaded from NABARD website.

2. इच्छुक पक्षों से अनुरोध किया जाता है कि वे विवरण और निविदा दस्तावेज़ में विशिष्ट रूप से उल्लिखित अन्य आवश्यकताओं के अनुसार उक्त विषयक कार्यों के लिए ई-निविदा प्रक्रिया के माध्यम से अपनी बोलियां प्रस्तुत करें।

Interested parties are requested to submit their Bids through e-Tender Process

for the captioned works as per details and other requirements as mentioned more specifically elsewhere in this tender document.

3. ई-टेंडर प्रस्तुत करने की अंतिम तिथि 16 मार्च 2023 शाम 15.30 बजे तक है।

The last date for submission of e-tender is 16 March 2023 by 15.30 pm

4. यदि निविदाओं को प्राप्त करने या खोलने की अंतिम तिथि नाबार्ड के अनुसार अवकाश का दिन है, तो निविदाओं की प्राप्ति और खोलने के समय और स्थान में परिवर्तन किए बिना तिथि को अगले कार्य दिवस में स्थानांतरित कर दिया जाएगा।

If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening by the tenders shall be shifted to next working day without change of time and venue.

5. नाबार्ड किसी भी निविदा को पूरी तरह या आंशिक रूप से कोई भी कारण बताए बिना स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित रखता है और न्यूनतम या किसी भी निविदा को स्वीकार करने के लिए खुद को बाध्य नहीं करता है।

NABARD reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bound themselves to accept the lowest or any tender.

6. नाबार्ड प्राप्त निविदाओं पर बिना कोई कारण बताए बातचीत करने या आंशिक रूप से या पूर्ण रूप से स्वीकार करने का अधिकार भी सुरक्षित रखता है। नाबार्ड द्वारा दरों की संवीक्षा करने के लिए आवश्यकता पड़ने पर निविदाकर्ता को दर विश्लेषण प्रस्तुत करना पड़ सकता है। निविदाएं, जो निविदा दस्तावेजों में उल्लिखित उपरोक्त सभी या किसी भी शर्तों और शर्तों को पूरा नहीं करती हैं या किसी भी मामले में अधूरी हैं उन्हें अस्वीकार कर दी जाएंगी। निविदा दस्तावेजों में किसी भी तरह की विसंगतियां, चूक, अस्पष्टता या उनके अर्थ के बारे में कोई संदेह और जहां मांगी गई जानकारी स्पष्ट रूप से इंगित या निर्दिष्ट नहीं है के विषय में मुख्य महाप्रबंधक, नाबार्ड, मध्य प्रदेश क्षेत्रीय कार्यालय, ई -5, अरेरा कॉलोनी, भोपाल 460 016 को लिखित रूप में सूचित किया जाना चाहिए जो प्रश्नों की समीक्षा करेंगे। नाबार्ड सभी निविदाकर्ताओं को स्पष्टीकरण जारी करेगा, जो अनुबंध दस्तावेज का हिस्सा बन जाएगा। यदि निविदा दस्तावेजों में विसंगतियां, चूक, अस्पष्टता या उनके बारे में किसी प्रकार की संदेह की स्थिति को प्रीबिड मीटिंग से पूर्व सूचित नहीं किया जाता है तो, नाबार्ड इसके लिए उत्तरदायी नहीं होगा।

NABARD also reserves the right to negotiate or partly accept any or all, in part or in whole the tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NABARD for negotiation etc., if required. Tenders, which do not fulfil all or any of the above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meaning should be reported in writing to Chief General Manager, NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal 460 016 who will review the questions and where

information sought is not clearly indicated or specified. NABARD will issue clarifications to all the tenderers, which will become part of the contract document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender documents or any doubts as to their meaning are not brought to the notice of NABARD, before the pre Bid meeting.

7. निविदाकर्ता कृपया इस पर ध्यान दें। नाबार्ड एक से अधिक आपूर्तिकर्ताओं को उक्त विषयक कार्य को विभाजित करने और वितरित करने का अधिकार भी अपने पास सुरक्षित रखता है। ऐसे मामलों में, निर्णय पूरी तरह से नाबार्ड के विवेक पर होगा, जिसमें कार्यों का आबंटन भी शामिल है। बोलीदाताओं को सलाह दी जाती है कि वे इस निविदा के वाणिज्यिक पहलू और निम्नलिखित बिंदुओं का सख्ती से पालन सुनिश्चित करें:-

The Tenderers may please note this. NABARD also reserves the right to divide and distribute the work to more than one supplier. In such cases, the decision will be solely at the discretion of NABARD including that of assignment of works. Bidders are advised to ensure strict observance of commercial aspect of this tender and also of the following points:-

- a. कृपया ध्यान दें कि निविदा दस्तावेजों में शामिल सभी कागजात निविदाकर्ता द्वारा हस्ताक्षरित और सील किए जाने चाहिए

It may please be noted that all papers that comprise the tender documents should be signed and sealed by the tenderer.

b. प्रस्ताव की वैधता : मूल्य निविदा खोलने के की तिथि से 90 दिन

Validity of offer : 90 days from the date of opening of price bids.

- c. नाबार्ड के पास कोई कारण बताए बिना किसी फर्म/फर्मों के आंशिक या पूर्ण रूप से किसी भी/सभी निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है।

NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

- d. सफल निविदाकर्ता को कार्य आदेश जारी होने की तिथि से 14 दिनों के भीतर राज्य के स्टाम्प अधिनियम के अनुसार गैर-न्यायिक स्टाम्प पेपर पर निविदा दस्तावेज में दिए गए मानक प्रारूप के अनुसार नाबार्ड के साथ एक समझौता करना होगा, जिसमें विफल रहने पर बोलीदाता पुनः निविदा प्रक्रिया में भाग नहीं ले सकेगा।

The successful tenderer will enter into an agreement with NABARD as per the standard format given in the tender document on a non-judicial stamp paper as per prevailing Stamp Act of the State within 14 days from the date of issue of work order failing which the bidder shall not participate in the re-tendering process.

- e. कृपया ध्यान दें कि बैंक द्वारा वांछित सभी जानकारी निर्दिष्ट प्रारूपों में बोलीदाता द्वारा प्रदान की जानी चाहिए। बोलीदाता द्वारा बोली तैयार करने और प्रस्तुत करने से जुड़ी सभी लागतों का वहन किया जाएगा और नाबार्ड, किसी भी मामले में, निविदा प्रक्रिया के आयोजन अथवा इसके परिणाम जो भी हो, ऐसी लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

Please note that all the information desired needs to be provided by the bidder in the formats specified by the Bank. The bidder shall bear all the costs associated with the preparation and submission of the bid and NABARD will, in no case, be

responsible or liable for such costs, regardless of the conduct or outcome of tendering process.

ई-निविदा

E-Tendering :

- निविदा दस्तावेजों को नाबार्ड की वेबसाइट <https://www.nabard.org> और सीपीपी पोर्टल से डाउनलोड किया जा सकता है। नाबार्ड के लिए ई-निविदा सेवा प्रदाता मैसर्स सी1 इंडिया लिमिटेड है।

The tender documents can be downloaded from NABARD's website <https://www.nabard.org> and CPP Portal. The e-tender service provider for NABARD is M/s C1 India Limited.

- ऑनलाइन भाग I – तकनीकी बोली और भाग II - वित्तीय बोली <https://nabard.eproc.in> के माध्यम से प्रस्तुत की जा सकती है

Online Part I – Technical Bid and Part II - Financial Bid may be submitted through <https://nabard.eproc.in>

- निविदा दस्तावेज शुल्क माफ कर दिया गया है क्योंकि इसे उपरोक्त वेबसाइटों से डाउनलोड किया जा सकता है।

Tender document fee is waived as it can be downloaded from above websites.

- निविदाएं केवल ऑनलाइन मोड (<https://nabard.eproc.in> के माध्यम से ई-निविदा) के माध्यम से भरी जानी हैं और कोई अन्य मोड स्वीकार नहीं किया जाएगा।

Tenders are to be filled through Online Mode (e-tendering through <https://nabard.eproc.in>) only and no other mode shall be accepted.

- निविदा जमा करने के लिए यूएसबी टोकन के साथ डिजिटल हस्ताक्षर प्रमाण पत्र (डीएससी) की आवश्यकता होगी।

Digital Signature Certificate (DSCs) with USB token shall be required to submit the tenders.

ऑनलाइन ई-निविदा समर्थन के लिए संपर्क विवरण:

Contact details for online e-tendering support:

व्यक्ति का नाम Name of the person	संपर्क सूत्र Contact No.
Fairlin Jivin	0124-4302000 (Extension-112)
Ujwala Shimpi	0124-4302000 (Extension-114)
Sachin Toraskar	0124-4302000 (Extension-200)
Email support	nabardsupport@ciindia.com

प्रस्ताव दो भागों में

Two Parts Offer:

प्रस्ताव दो भागों में प्रस्तुत किए जाएंगे; पार्ट-I तकनीकी बिड एवं पार्ट -II मूल्य बिड अलग-अलग रूप में

The offer will have to be submitted in two parts; Part - I : Technical Bid & Part - II : Price Bid in separately.

क्रेडिट स्लिप्स के आधार पर 01 अप्रैल 2023 से 31 मार्च 2025 तक 03 स्थानों पर)i) नाबार्ड, मध्य प्रदेश क्षेत्रीय कार्यालय भोपाल, ई-5, अरेरा कॉलोनी, ii) नाबार्ड ऑफिसर्स कॉलोनी, सैक्टर-ए, शाहपुरा, भोपाल और iii) नाबार्ड स्टाफ कॉलोनी, सैक्टर-सी, भोपाल के लिए दवाइयों की आपूर्ति हेतु तकनीकी बिड।

“Technical Bid for supply of Medicines on Credit Slips at 3 locations (i) NABARD MP Regional Office, Bhopal at E-15, Arera Colony (ii) NABARD Officers Colony Sector A, Shahpura, Bhopal and (iii) NABARD Staff Colony, Sector C, Shahpura, Bhopal for two years from 01 April 2023 to 31 March 2025”.

ई-टेंडर (ऑनलाइन) के माध्यम से कोटेशन/मूल्य बोली प्रस्तुत करते समय तकनीकी प्रस्ताव मुख्य महाप्रबंधक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, मध्य प्रदेश क्षेत्रीय कार्यालय, ई-5, अरेरा कॉलोनी, भोपाल -462016 को संबोधित करते हुए प्रस्तुत किया जाना चाहिए।

Technical offer must be submitted at the time of submission of quotation/Price Bid, through e-tender (online), giving full particulars, addressed to “The Chief General Manager, National Bank for Agriculture and Rural Development, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal-462016.

मूल्य बोली दस्तावेज के प्रत्येक पृष्ठ पर विक्रेता/बोलीदाता की उचित मोहर के साथ हस्ताक्षर किए हुए होने चाहिए और e-proc-cppp पोर्टल पर अपलोड किया जाना चाहिए।

Each page of the quotation/Price Bid document must be signed with proper seal of Vendor/ Bidder and uploaded in the e-proc-cppp portal.

निविदा के लिए पात्रता मानदंड

ELIGIBILITY CRITERION FOR TENDER

पूर्व योग्यता शर्त:

Pre-qualification condition:

फर्म को पिछले 3 वर्षों के दौरान इसी तरह के समान कार्यों का अनुभव होना चाहिए। इस खंड के प्रयोजन के लिए 'समान कार्यों' का अर्थ है क्रेडिट स्लिप पर दवाओं की आपूर्ति का कार्य।

The firm should have experience of similar works during the last 3 years. For the purpose of this clause 'Similar work' means the work of **Supply of Medicines on credit slips.**

03 March 2023 को प्रातः 11.30 बजे मध्य प्रदेश क्षेत्रीय कार्यालय, ई-5, अरेरा कॉलोनी, भोपाल 462 016 में एक प्री-बिड मीटिंग की व्यवस्था की गई है। बोलीदाताओं से अनुरोध है कि किसी विषय पर कुछ किसी प्रश्न/संदेह यदि कोई हो, के समधान के लिए बैठक में भाग लें।

A pre-Bid meeting is arranged on 11:30 hrs. on 03 March 2023 at Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal 462 016. Bidders are requested to attend the meeting to satisfy yourself regarding queries and doubts, if any.

निविदा आमंत्रित करने वाली यह सूचना (एनआईटी) भी निविदा दस्तावेजों का हिस्सा होगी

This Notice Inviting Tender (NIT) shall also form part of the Tender Documents

1. प्रत्येक निविदा में दो भाग अर्थात भाग-I जिसमें निविदा आमंत्रित करने की सूचना, निविदा का प्रपत्र, निविदाकर्ताओं को अनुदेश, करार के लेख, संविदा की सामान्य और विशेष शर्तें, विस्तृत विनिर्देशियां और भाग-II जिसमें केवल मूल्य बिड शामिल है।

Each tender will comprise of two parts viz. Part-I comprising Notice Inviting Tender, Form of Tender, Instructions to Tenderers, Articles of Agreement, General and Special Conditions of Contract, Detailed Specifications and Part-II comprising of only the Price Bid.

2. तकनीकी बिड (भाग-I) में निम्नलिखित शामिल होंगे

Technical Bid (Part-1) shall contain :

a) प्रत्येक पृष्ठ पर विक्रेता द्वारा हस्ताक्षरित निविदा दस्तावेज।

Tender documents signed by the vendor on each page.

b) रु. 200/- के स्टाम्प पेपर पर निष्पादित एक पूर्व-अनुबंध सत्यनिष्ठा शपथ को सीपीपीपी साइट (ऑनलाइन) पर ई-निविदा के माध्यम से आवश्यक रूप से प्रस्तुत करना होगा। इसकी स्कैन की गई प्रति तकनीकी बोली/प्रस्ताव के साथ अपलोड करनी होगी।

A pre-contract Integrity Pact, executed on a Rs. 200/- Stamp paper shall have to be necessarily submitted through e-tender on CPPP site (online). The scanned copy of the same shall have to be uploaded along with the Technical Bid/Offer.

c) बोली दाताओं के लिए पात्रता की शर्तें

Eligibility criteria of the Bidders

d) बोली दाताओं के लिए विशेष निर्देश

Special Instructions to the Bidders

e) बोली दाताओं के लिए सामान्य निर्देश एवं सामान्य शर्तें

General Instructions to Bidders & General Conditions

f) विशेष शर्तें

Special Conditions

g) निविदा को हस्ताक्षरित करने के लिए प्राधिकृत व्यक्ति को दिया गया मुख्तारनामा

Power of attorney authorizing the person to sign the tender.

h) पात्रता मानदंडों को पूरा करने के समर्थन में बोलीदाताओं द्वारा अनुबंध I से V में प्रस्तुत की जाने वाली सामान्य जानकारी।

General Information to be furnished by the Bidders in Annexure I to V in support of fulfilling eligibility criteria.

i) यदि नाबार्ड द्वारा किसी स्पष्टीकरण की आवश्यकता होती है, तो इसे ई-मेल के माध्यम से बोलीदाता को सूचित किया जाएगा और बोलीदाता को 3 कार्य दिवसों के भीतर मांगे गए स्पष्टीकरण के साथ जवाब देना होगा अन्यथा बोली नाबार्ड द्वारा अस्वीकार कर दी जाएगी

In case any clarification required by NABARD, the same will be communicated to bidder via e-mail and bidder needs to respond with clarification sought for

within 3 working days otherwise the bid will be rejected by NABARD.

मूल्य बिड (भाग-2)

Price Bid (Part-2)

प्रस्तुत की जाने वाली मूल्य बिड सभी प्रकार से पूर्ण होना चाहिए। इसमें कोई शर्त या कोई अन्य दस्तावेज शामिल नहीं होगा।

Price Bid to be submitted should complete in all respects. This shall not include any conditions whatsoever or any other documents.

ई-निविदा खोलने और बोलीदाताओं द्वारा निर्धारित शर्तों, यदि कोई हो, का आकलन करने के बाद, नाबार्ड यदि यह निर्णय लेता है, तो निविदा शर्तों में किसी भी संशोधन के बारे में सभी निविदाकर्ताओं को सूचित कर सकता है। जो निविदाकर्ता मूल निविदा दस्तावेज़ के साथ संशोधित शर्तों से पूर्ण रूप से सहमत होंगे उन्हें सीलबंद कवर में प्रस्तुत किए जाने वाले पत्र के माध्यम से अपनी निविदा कीमतों में संशोधन करने की अनुमति दी जाएगी, जो उनकी मूल्य बोली के साथ अंतिम मूल्य बोली का हिस्सा होगा। यदि कोई निविदाकर्ता उपर्युक्त से किसी प्रकार का विचलन का प्रस्ताव करता है तो निविदा को अस्वीकार कर दिया जाएगा।

After opening of the e-Tender and assessing the conditions stipulated by bidders, if any, NABARD will, if he so decides may inform all the tenderers about any modifications in the tender conditions. Tenderers who agree to the changed conditions along with original in Toto will be allowed to make modifications if they so wish in their tender prices by means of a letter to be submitted in sealed cover, which, along with their price bid will form the final price bid. A tender will be rejected if any tenderer proposes any deviation from the above.

3. 'कोटेशन'/मूल्य बोली मूल्य को खोलना

Opening of 'Quotation'/Price Bid Price

राष्ट्रीय कृषि और ग्रामीण विकास बैंक, मध्य प्रदेश क्षेत्रीय कार्यालय, भोपाल के अधिकारियों की समिति की उपस्थिति में और निविदा के समय उपस्थिति का विकल्प चुनने वाली व्यक्तिगत बोली फर्मों के अधिकृत प्रतिनिधियों की उपस्थिति में इस कार्यालय में 17 मार्च 2023 को 11:00 बजे बिड/प्रस्ताव खोला जाएगा। तकनीकी बोली/प्रस्ताव खोलते समय उपस्थित रहने के इच्छुक बोलीदाताओं को स्वयं उपस्थित होना आवश्यक है। बैंक द्वारा अलग से कोई सूचना नहीं दी जाएगी।

Bid/Offer will be opened at 11:00 hours on 17 March, 2023 at this Office in the presence of a Committee of Officers of National Bank for Agriculture and Rural Development, Madhya Pradesh Regional Office, Bhopal and in the presence of authorized representatives of the individual bidding firms who choose to be present at the time of opening. The bidders willing to be present at the time of opening of Technical Bid/Offer need to be present on their own. No separate communication will be made by the bank.

मूल्य बिड उन निविदाकर्ताओं के संबंध में होगी जो चर्चा के बाद निविदा दस्तावेज की आवश्यकताओं के अनुरूप अपनी निविदाएं लाते हैं और नियोक्ता को स्वीकार्य होते हैं। इस संबंध में नियोक्ता का निर्णय निविदाकारों के लिए बाध्यकारी होगा और प्रश्न या अपील के लिए खुला नहीं होगा।

The Price Bid shall be in respect of those tenderers who after discussion bring their tenders in line with the requirements of tender document and are acceptable to the Employer. The decision of the Employer in this regard shall be binding on the tenderers and not open to question or appeals.

5. संपर्क हेतु पता

Address for Communication: -

<p>The Chief General Manager National Bank for Agriculture and Rural Development, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal 462 016 Email : bhopal@nabard.org; dpsp.bhopal@nabard.org Website: www.nabard.org</p>	<p>मुख्य महाप्रबंधक राष्ट्रीय कृषि और ग्रामीण विकास बैंक मध्य प्रदेश क्षेत्रीय कार्यालय, ई-5, अरेरा कॉलोनी, भोपाल-462016 ईमेल- bhopal@nabard.org Dpsp.bhopal@nabard.org वेबसाइट - www.nabard.org</p>
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6. दिनांक 03 मार्च 2023 को प्रातः 11.30 बजे उक्त पते पर एक प्री-बिड मीटिंग का आयोजन किया जाएगा।

A pre-bid meeting will be held at 11.30 hr. on 03 March 2023 at above address.

• संभावित बोलीदाताओं से अनुरोध है कि वे प्री-बिड मीटिंग में भाग लेने से पूर्व निविदा दस्तावेज को अच्छी तरह से पढ़ लें।

The prospective bidders are requested to read the Tender document thoroughly before attending the pre-bid meeting.

• संभावित बोलीदाताओं को यह भी सलाह दी जाती है कि वे इस निविदा दस्तावेज के अंतर्गत आवश्यकताओं के आधार पर स्वयं की पात्रता की भी जांच कर लें।

Prospective bidders are also advised to ascertain themselves regarding the requirements under this tender document.

भवदीय

Yours faithfully

(अविनाश पी सेवलकर)

उप महाप्रबंधक

PART-I TECHNICAL BID

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Madhya Pradesh Regional Office,

Bhopal

(e-tender service provider for NABARD is M/s C1 India Limited)

National Bank for Agriculture and Rural Development (the Bank), intends to prepare a panel of suppliers (hereinafter referred to as chemists for brevity) for supply of medicines under credit slip arrangement for the staff through its dispensary in 3 locations (i) NABARD MP Regional Office, Bhopal at E-15, Arera Colony (ii) NABARD Officers Colony Sector A, Shahpura, Bhopal and (iii) NABARD Staff Colony, Sector C, Shahpura, Bhopal. The panel is expected to remain operational for a period of two years subject to satisfactory performance.

The Tender document can be downloaded from CPPP and NABARD's Website :-
<https://www.nabard.org/Tenders.aspx> and CPP Portal.

Tenders are to be filled through Online Mode (e-tendering through <https://nabard.eproc.in>) only and no other mode shall be accepted. Online Part I – Technical Bid and Part II - Financial Bid may be submitted through <https://nabard.eproc.in>.

Last date for submission of Tender : 15.30 Hrs on 16 March 2023

विदा जारी करने की तीति	Date of Commencement of /issue of tender	24.02.2023 at 11:30 AM
प्री टेंडर मीटिंग	Pre tender Meeting with Bidders	03.03.2023 at 11:30 AM
प्री टेंडर मीटिंग का पता	Address of Pre tender meeting	NABARD, E-5, Arera Colony, Bhopal 462 016
निवदा की प्राप्ति के लिए अंतिम तीति और समय	Last date and time for receipt of Bids	16.03.2023 at 3.30 p.m.
प्री इंटीग्रीटी पैक जमा कराने की अंतिम तीति व समय	Last date and time for receipt of pre integrity pact	16.03.2023 at 3.30 p.m.
निवदा खोलने की तीति और समय - टेक्निकल बीड	Date and time of opening of Technical Bids.	Technical Bid on 17.03.2023 at 11.30 a.m.
निवदा खोलने की तीति और समय - प्राइस बीड	Date and time of opening of Price Bids.	Will be indicated to bidders qualified in technical-bid
ई- निवदा डालने का वेब साइट	Website for submission of E-tender	https://nabard.eproc.in
ई-टेंडरिंग ई-टेण्डरिंग के लिए सम्पर्क व्यक्ति	Contact Persons for e-tendering	Mentioned at page number 2 of this document.

Tender for Supply of Medicines on Credit Slips at dispensary in 3 locations (i) NABARD MP Regional Office, Bhopal at E-15, Arera Colony (ii) NABARD Officers Colony Sector A, Shahpura, Bhopal and (iii) NABARD Staff Colony, Sector C, Shahpura, Bhopal

FORM OF TENDER

Place Bhopal

Date :

Chief General Manager,
National Bank for Agriculture and Rural Development,
Madhya Pradesh Regional Office,
E-5, Arera Colony
Bhopal 462 016

Dear Sir

Having examined the specifications and schedule of quantities relating to the work/s specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

A	Description of work/s	Supply of Medicines on Credit Slips at 3 locations (i) NABARD MP Regional Office, Bhopal at E-15, Arera Colony (ii) NABARD Officers Colony Sector A, Shahpura, Bhopal and (iii) NABARD Staff Colony, Sector C, Shahpura, Bhopal for 2 years from 01.04.2023 to 31.03.2025
B	Estimated Cost	Rs.40 lakhs (Annually)
C	Percentage, if any, to be deducted from bills towards I.T., etc.	Prevailing statutory taxes as per Govt. Notifications
D	GST	To be claimed by the supplier as per prevailing norms

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

3. I / We agree to pay Income Tax and other taxes etc. as prevailing from time to time on such items for which such taxes and charges are levied by the appropriate authorities. The rates quoted by me /us are inclusive of all such taxes and charges including service tax, change in tax etc. as are applicable and the rates quoted by me/us are firm and not subject to any change due to fluctuations in any taxes or in the market.

4. I / We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.

5. I / We agree to keep our offer open for 90 days from the date of opening of price bid/Part-II of the Tender, namely, our Price Bid. Signature of Contractor
With seal & stamp

Signature of Contractor
With seal & stamp

A. ELIGIBILITY CRITERIA OF THE SUPPLIER OF MEDICINES

The supplier of Medicines shall fulfil the following eligibility criteria for participating in the tender:

- a) The chemist must hold valid licenses as on the date of application in specified forms (Form 20, 20-B, H1, 2i-B and 21-C) renewal form for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1948 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary' to carry out the trade of dealing with / selling of medicines. The empaneled chemist will further ensure and undertake that their licenses remain valid till the end of the contract period.
- (b) The chemist should have undertaken a similar business arrangement i.e empanelment for supply of medicines with at least one Govt./Semi Govt./Public Sector organization during the last two years
- (c) The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
- (d) The chemist should agree to deliver the medicines that the Bank indents through credit slips irrespective of the brands or manufacturers. Failure to do so after execution of the contract as desired elsewhere in the document will result in automatic forfeiture of the Performance Guarantee
- (e) The chemist should not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization.
- (f) GST registration certificate should be available with the Chemist
- (g) The chemist should have a minimum turnover of Rs.15 Lakh for the last 3 Years
- (h) The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years.
- (i) The shop / establishment of the chemist should be situated in Bhopal, preferably within a distance of 3 km from all the three locations i.e. NABARD Regional Office, NABARD Officers Colony, Sector A and NABARD Staff Colony, Sector C, Shahpura, Bhopal
- (j) The chemist should have a computerized billing system.

B. Terms and Conditions:

1. Scope of work

The Bank will issue a **‘Credit Slip’** for supply of medicines from the empaneled chemists on all working days. The chemists will deliver the medicines/ drugs at the agreed rates on the basis of the credit slips/requirement issued from time to time by the office of the Bank to which the chemist is attached. It may be noted that Bank is

not bound to procure all its requirements of medicines only from the chemist offering the Lowest Rate. The bank also reserves the right to split / divide its purchases among two or more chemists. The bank also reserves the right to accept any/or reject any /or all of the offers that it may receive without giving any reasons.

2. Pricing:

In response to the Bank's Credit Slip, the chemist should quote rates as agreed in respect of all items of supplies to be made under the Contract irrespective of their brands or manufacturers. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The chemist will also have to bear all the expenses etc. connected with proper packaging, delivery in connection with supply of drugs to any place specified by the Bank. The chemist will provide MRP list in soft and hard form to NABARD, MP Regional Office, Bhopal from time to time during the currency of contract. The Bank will pay only the MRP minus discount as agreed upon along with applicable GST. Terms & conditions related to pricing may change upon discretion of the Bank every time contract is renewed after 1 year subject to satisfactory performance.

3. Period of Contract

The period of the empanelment shall be for two years with the option of renewal for further period of one/two years subject to satisfactory performance. The contract is also liable to be forfeited if the authorized chemist:

- i) Fails to adhere to the terms of the Contract, or
- ii) Deliver any sub-standard, spurious drugs or substitute medicines.
- iii) Delays in supplies.
- iv) Over charges
- (v) Any Subsequent Information that comes to knowledge of bank which may be detrimental to bank interest or image.

4. Documents establishing eligibility

The following documents should be submitted along with the application.

- a) Self-attested copies of valid licenses held by the chemist as on the date of application
- b) Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the effect is acceptable in lieu thereof
- c) Copies of the balance sheets for the last three financial years duly certified by Chartered Accountant
- d) Client Report from three clients as specified in para (I, d) as per format in

Annexure II

- e) Banker's certificate from the chemist's banker as per format in Annexure III
- f) A copy of PAN allotted to the chemist

5. Procedure for application

All pages of this document must be signed with seal at the bottom and attached along with the e-tender. The chemist will be responsible to ensure that his applications is submitted on or before the due date and time. The Bank is not responsible for non-receipt of applications within the specified date and time due to any reasons. **All costs in connection with preparation of the RFE documents shall be borne by the applicant.**

6. Right to accept/reject any or all applications

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

7. Notification of Acceptance

NABARD will communicate acceptance of the application by a letter.

8. Indent for and delivery of supplies

- a) On receipt of credit slip for supply from the Bank, the delivery of supplies in full shall be made at the premises of the Bank's dispensary at 03 locations to which the credit slip pertains, during the working hours of the dispensary as soon as possible on the same day
- b) Supplies are required to be made in original packing of manufacturer. The packaging should approximately be nearest to the total quantity ordered of any particular medicine /drug.
- c) Every medicine has its own shelf life period mentioned on the label of medicine
- d) The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned dispensaries.
- e) The chemist should not stop the supplies of the medicines/drugs without giving 30 days' notice.

9. Presentation of bills

- a) The chemist shall present the bill to the office for the supplies made on

monthly basis. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount, name of manufacturer, batch no. Date of manufacturing & expiry date., Indent No. with date etc. and any other information required by the Bank.

- b) The bill shall be supported by the original credit slip duly assigned by the staff or their dependents with date, for receipt of items indicated in the credit slip.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) and (b) above will not be entertained.

10. Payments

- a) Payments of the bill presented will normally be arranged within 30 working days from the date of presentation of the bill. However, the chemists shall make no claims from the bank in respect of interest or damages in case the payment is delayed for any reasons.
- b) The payment shall be through Elections Clearance System (ECS) for which the chemist shall provide requisite bank details viz. Name of the Bank, Branch address, Account No., IFSC Code, etc.

11. Corrupt, fraudulent or unethical practices

The Bank required that the chemist observed the highest standards of ethics during the procurement and execution of contract for supply of medicines. The medicines drugs to be expected will be of standard quality. In pursuance thereof, the terms are set forth as follows:

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

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

12. Indemnity

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

13. Arbitration

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided) shall arise between the Bank and the Bidder in connection with or rising out of the Contract, whether during the contract period or completion and whether before or after the termination , abandonment or breach of the contract shall be referred to and settled by sole arbitration, The decision of the Chief General Manager will be final and binding

14. Financial/Price bids of only those supplier of Medicines qualified in the Technical bid will be opened for selection of contractor.

15. All the bidders may please note that any amendments/ corrigendum to this tender will be notified on the NABARD website as given above and will not be published in the news paper

Annexure A

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this day _____ of _____, between the National Bank for Agriculture and Rural Development, Madhya Pradesh Regional Office, Bhopal having its Head Office at Mumbai - 400 051 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of **"Supply of Medicines on Credit Slips"** and has caused specifications describing the works to be done.

AND WHEREAS the Contractor has agreed to execute the work/s subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in tender and included in the price bid.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work as described.
2. The Employer shall pay the Contractor the said Contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said Conditions there in before mentioned, the officer in charge of NABARD, Bhopal shall act on behalf of the Employer.
4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.

This Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of "Supply of Medicines on Credit Slips" to be paid for according to actual bill submitted.

6. The Employer reserves to himself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. All payments by the Employer under this contract will be made only at Bhopal

8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhopal and only Courts in Bhopal shall have jurisdiction to determine the same.

9. That the All parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

Signature Clause

SIGNED AND DELIVERED BY the
National Bank for Agriculture and
Rural Development by the hand of

Signature:
(Name and designation) in the presence of

(1) Signature _____
Full Name _____
Address: _____

(2) _____
Full Name _____
Address: _____

SIGNED AND DELIVERED BIDDER BY

Signature: _____
Shri _____

(Name and designation) in the presence of

(1) Signature: _____
Full Name _____
Address _____

(2) Signature: _____
Full Name _____
Address _____

GENERAL INSTRUCTIONS AND CONDITIONS TO CONTRACTORS

1. No tender will be received after 15.300 hr. on 16 March 2023 under any circumstance whatsoever.

2. (a) Technical Bid will be opened as given earlier at this office by Chief General Manager, National Bank for Agriculture and Rural Development, Bhopal or any other officer designated for this purpose by him in the presence of the other officials and the tenderers or their representatives, should they choose to be present.

(b) Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening the tender which may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the period.

(c) The tenderer must use only the forms issued by the Employer/Downloaded from Website to fill in the rates.

3. (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.

(b) Rates should be quoted both in figures and words in columns specified. No advice of any change in rate or conditions after the opening of the tender will be entertained.

(c) Tenders without Integrity Pact will be out rightly rejected.

(d) Vendor to submit documentary evidence for qualifying aspects.

(e) Price Bid validity will be for 90 days from the date of opening of the tender.

(f) Income -tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached separately.

(g) Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not so signed may be rejected.

(h) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to tender into the proposed contract. Otherwise the tender may be rejected by the Bank.

4. The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in the whole or in part, without assigning any reasons for doing so.

5. On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and "the said Conditions" but the written acceptance by the National Bank for Agriculture and Rural Development, of a tender will constitute a binding contract, between the National Bank for Agriculture and Rural Development and the

person so tendering, whether such formal agreement is or is not subsequently executed. The cost of the Stamp paper is to be borne by the successful tenderer.

6. The contractor shall not assign the Contract/not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

I / We hereby declare that I / We have read and understood the above instructions for the guidance to tenderers.

Witness Signature of Tenderer
(with seal & stamp)

Address_____

Date_____

SPECIAL CONDITIONS OF THE CONTRACT

- 1. The Tender is strictly on percentage given as discount.** The chemist shall quote uniform discount on retail price printed on Strip / Bottle / Unit packed in percentage term in respect of all items of supplies to be made irrespective of their brands or manufacturers. The quoted offer shall remain valid for the entire duration of the contract.
2. All the pages of the Tender Document shall be signed by the Tenderer.
3. NABARD takes no responsibility for delay or non-receipt of Tender Documents.
4. Bids submitted by un-authorized agents and e-mail bids shall not be entertained/ considered.
5. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works, etc. and get all clarifications as necessary from NABARD before quoting the rates.
6. If the last date of receipt of Tender is a holiday, then submission of Tenders shall be shifted to next working day without change of time and venue.
7. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
8. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
9. If on check, differences are observed between the rates given by the Contractor In words and figure than the rate given in figure will be considered as final.
10. No advance shall be paid towards mobilization and cost of materials.
11. The Contractor shall submit the bills along with BMO's prescriptions, consolidated statement (for MAS and BMFS separately), GST calculation. The bill should be computer generated with all details of medicines like name of medicines, expiry date, batch no., date of manufacture, price, SGST, CGST, discount as per the contract, name of employees etc. and any other detail required by NABARD.
12. Incomplete bills will not be entertained for payment.
13. The Contractor should have necessary License and comply with Laws as applicable.
14. Notwithstanding anything stated above, NABARD reserves the right to assess the

Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

15. NABARD reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.

16. It should be noted that liability to pay any dues, taxes, levied under the law would be that of the supplier. The supplier will also have to bear all the expenses etc. with proper packaging, carting transportation etc. in connection with supply of drugs to the specified location. NABARD operates three dispensaries as given below:

Location	Time of dispensary	Day
NABARD Regional Office. E-5, Arera Colony, Bhopal 462 016		Monday to Friday
NABARD Officers Colony, Sector A, Shahpura, Bhopal 462 039		Monday to Friday
NABARD Staff Quarters, Sector C, Shahpura, Bhopal		Monday to Friday

17. The supplier is required to collect the prescriptions given by the BMO within the time specified above and **supply the medicines by 1700 hrs at Regional Office, Sector A and Sector C respectively on the same day. In the event of non-supply of medicine in time, NABARD may deduct Rs. 500.00 from each prescription, irrespective of the amount of medicines in the prescription.** However, the time and day of opening of dispensaries may be changed or extended, in such cases also services are to be provided by the supplier.

18. The supplier is required to submit his computerized bill on monthly basis along with prescription. The bidder also undertakes that all the medicines shall be provided as per prescription of the BMO and no substitute medicines will be supplied. After scrutiny of the bill supplier will be paid accordingly on monthly basis.

19. Every medicine has its own shelf-life period mentioned on the label of the medicines.

20. NABARD reserves the right to enter in to the annual contract with any numbers of chemist.

21. The contract will be up to 31 March 2025 subject to annual reviews and can be renewed **for a further period of one year if the same is found to be satisfactory.**

22 . In Construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

a)	"Employer"	Shall mean National Bank for Agriculture and Rural Development, Bhopal and shall include its assigns and successors.
b)	"Contractor"	shall mean and shall include his/their legal representative, assigns or successors
c)	"This Contract"	shall mean the Pre Contract Integrity Pact, Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. all attached hereto and duly signed.
d)	"Notice in writing"	written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered

23. The Contractor shall carry out and complete the said work in every respect in accordance with the Contract and with the direction of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instruction, details, directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to the contract.

24. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and Bye-Laws of any authority and of any Water, Lighting and other Companies and shall before making any variations from the Specification that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and reason for it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, Bye-Laws, in question, and any variation so necessitated shall be dealt with accordingly .

The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims' and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be

legally incurred in respect thereof.

25. The CGM, NABARD, Madhya Regional Office, Bhopal, reserves the right to terminate the contract at any point of time without assigning any reasons and without prejudice to any other remedies available to NABARD.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we/ I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

(SIGNATURE OF THE TENDERER)

NAME and SEAL:

ADDRESS :

Place :

DATE :

Annexure I

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT MADHYA PRADESH REGIONAL OFFICE, BHOPAL

APPLICATION FORM FOR EMPANELMENT OF CHEMISTS FOR SUPPLY OF DRUGS AND MEDICINES

Sr No	Item	Details								
1	Name of the Chemist									
2	Address of the Chemist (Registered)									
(a)										
(b)		Mailing Address								
(c)		Telephone Land line No								
(d)		Mobile No.								
€	Email ID									
3	Constitution (Company/Partnership/Proprietorship)									
4	Details of Registration									
	Registering Authority									
	Registration No and Date									
5	Whether valid GST Certificate is available with the Chemist, If Yes									
	GST registration No									
	Date of Registration									
6	PAN No									
7	Whether Manufacturer/ Authorized Distributor Dealer/Agency									
8	Whether the chemist 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 Chemists Act,1940? Please give details of licenses	Attach copy								
9	No of years in the drug business									
10	Turnover of the firm during last 3 years (ending 31.03.2022) attach certificate of CA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Year</th><th style="width: 70%;">Turnover</th></tr> </thead> <tbody> <tr> <td>2019-20</td><td></td></tr> <tr> <td>2020-21</td><td></td></tr> <tr> <td>2021-22</td><td></td></tr> </tbody> </table>	Year	Turnover	2019-20		2020-21		2021-22	
Year		Turnover								
2019-20										
2020-21										
2021-22										

9	Whether the Chemist has been convicted by the State Drugs Controller or any case is pending against the Chemist under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time	
10	Whether billing system is computerized	
11	Discount offered (in % of bill amount)	
12	Name of the Government/Public Sector / Corporate clients of the chemists for bulk supply of medicines	Details to be furnished

Declaration

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

Name:

Signature

Designation

Date

Note: Applications complete in all respects in the above format may be submitted in sealed envelopes super scribed as “Application for Empanelment of Chemists for supply of medicines under Credit Slip Arrangement” accompanied by the copies of the documents as indicated at item No.4 of the Notice of Applications should be addressed to the Chief General Manager, NABARD, MP Regional Office, Bittan Market, E-5, Arera Colony, Bhopal 462 016 under whose jurisdiction the shop/establishment of the chemists falls by not later than **3.30 p m on/or before 16 March 2023.**

Annexure III

PROFORMA CLIENT'S CERTIFICATE REGARDING PERFORMANCE

Sr. No	Item	Details
1	Name and address of the client	
2	Details of the work executed by	
3	Nature of work and particulars in brief	
4	Agreement Details	
	No. and date	
	Amount	
5	Details of penalties levied, if any, for non-performance or non-adherence to terms and conditions	
6	Details of Executing Authority and address of executing Authority (Name, Address, Phone No, Mobile No. and email ID	
	Name of executing authority	
7	Address	
	Phone and Mobile No	
	Email ID	
8	Comments on the capabilities of the Chemists	
	Technical Proficiency	
	Financial Soundness	
	Adherence to timeliness	
	Quality of work	
	General Behaviour	

The undersigned is competent to issue this certificate

“Countersigned”

Signature of the reporting officer with seal

Name & Designation
Contact No

BANKERS' CERTIFICATE

The Chief General Manager
National Bank for Agriculture and Rural Development
Madhya Pradesh Regional Office
Bhopal

Bankers' Certificate from a Scheduled Bank

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

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 and Designation _____

Note:

1. Bankers' Certificate should be on letter head of the Bank, sealed in cover and addressed to enlistment authority
2. In case of partnership firm, certificate to includes name of all partners as recorded with the Bank

a) General details about the Contractor

Sr No	Description	Information to be filled up by the Contractor
1	Name of the Contractor / Organisation and address of the Registered Office	
2	Year of establishment	
3	Type of the Organisation (whether Sole Proprietorship, Partnership, Private Limited or Co-operative body, etc.)	
4	Name of the Proprietor/ Partner/Directors of the Organisation/Firm	
	a)	
	b)	
	c)	
	d)	
5	Details of Registration - Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration Number	
6	Whether registered with Government/SemiGovernment/Municipal Authorities or any other Public Organisation and if so, in which class and since when?	
7	Experience in the Relevant field	
8	Areas of business activities other than this work	
9	Address of business activities other than this work, if any and place of business	
10	Address of office through which the proposed work of the Bank will be handled and the name and designation of the Officer-in-charge	
11	Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said construction work with names of Bankers and their full addresses (Income-tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached)	
12	Yearly turn-over of the Organisation during last three years (Rs.)	
13	Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details. in the table given below:	

Note : Income -tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached separately.

ANNEXURE VI**Details of the Bank's Account**

Name of the firm Agency/Contractor	
Category (Individual/Proprietorship/ Partnership / Company etc.)	
Name of the Account holder	
Registered address of the firm	
Name of the Bank and Branch and Address	
Bank Code and Branch Code	
Type of Account (Saving/Current/Cash Credit/OD ,etc)	
Account No	
IFSC Code of the branch	
PAN No	
GST Registration No	
TAN No	
Any other details, if any	

Please enclose: i

- i. A copy of cancelled cheque of the bank account,
- ii. A copy of PAN card.
- iii. Aadhaar Card iv. GST Registration Certificate

A PRE CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____ (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the BIDDER /Seller is willing to offer/ has offered the stores and

WHEREAS THE BIDDER is a private company/ public company/ Government undertaking/partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether 13 Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of Companies Act 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4.Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(S) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with our without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6.Fall Clause

6.1 The BIDDER undertakes that it has not supplied/s not supplying similar product/

systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

7.1 The BUYER has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

87.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at
on

BUYER
Name of the Officer

BIDDER
Chief Executive Officer Designation

NABARD Witness

Witness

1. _____

2. _____

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Tender

For

Supply of Medicines on Credit Slips

At NABARD in 3 locations (i) NABARD Regional Office, Bhopal, (ii) NABARD Officers Colony, Sector A Shahpura, Bhopal 462 016 and NABARD Staff Quarters, Sector C, Shahpura, Bhopal 460 039.

PART - II

PRICE BID

NABARD, Madhya Pradesh Regional Office
E-5, Arera Colony, Near Bittan Market, Bhopal 462 016

dpsp.bhopalr@nabard.org

(Please don't enclose any other papers along with price bid)

The bidder have to fully read and understood the terms, conditions and other details mentioned in the tender documents and cleared all his doubts and offer to supply drugs at banks designated areas located at Bhopal at the rate which is the printed retail price less discount.

The amount of discount will be arrived on the basis of the quote (in percentage terms) uniform discount offered on the printed retail price on all items of supply.

The chemist given the highest discount will be selected for the work and offer the discount:

Discount Offered on Supply of Medicines
In percentage in numbers : _____%
In words : _____

Date:

Authorized Signatory with Seal

Place: