

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

NEW DELHI REGIONAL OFFICE

NABARD Tower, 24, Rajendra Place, New Delhi-110008

Request for Empanelment(RFE)

National Bank for Agriculture and Rural Development, Regional Office New Delhi, intends to prepare a panel of chemists for supply of medicines under credit slip arrangements for the serving, retired staff and their dependent family members.

NABARD New Delhi RO invites applications through the Government e-Marketplace (GeM) portal from reputed Chemists who are interested in inclusion of their names in the panel. Chemists who fulfil the eligibility criteria and agree to the terms & conditions mentioned in this document should submit their application in the prescribed application form cum Technical Bid and Financial Bid **through the GeM portal only**.

TENDER SCHEDULE

1.	DATE & TIME OF ISSUE OF TENDER	: <i>Date 25.02.2025</i>
2.	PRE-BID MEETING	: <i>Date 03.03.2025 Time 03:00 PM</i>
3.	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	: <i>Date 17.03.2025 Time 11:00 AM</i>
4.	DATE AND TIME OF OPENING OF TECHNICAL BIDS	: <i>Date 17.03.2025 Time 11:00 AM</i>
5.	DATE AND TIME OF OPENING OF FINANCIAL BIDS	: <i>Date- Will be intimated afterwards</i>

NOTICE FOR EMPANELMENT OF CHEMISTS FOR SUPPLY OF MEDICINES/ DRUGS UNDER
CREDIT SLIP ARRANGEMENT TO NABARD, NEW DELHI RO

Ref. No. NB. (New Delhi)/ HRMD/ 151187/ Supply of Medicine/ 2024-25
Date: 24 February 2025

1. National Bank for Agriculture and Rural Development (NABARD), New Delhi Regional Office intends to prepare a panel of chemists for supply of medicines under credit slip arrangements for the serving, retired staff, and their dependent family members at the following locations:

a) For Serving staff & their dependents at 05 (five) locations viz.

- i. NABARD, New Delhi Regional Office, 24, Rajendra Place, New Delhi
- ii. NABARD Officers Quarters, C-27, Jangpura Extension.
- iii. NABARD Officers Quarters C 319 & C 320 at Asiad Village Complex, Khelgaon, Siriford Complex.
- iv. NABARD Officers Quarters, Commonwealth Games Complex, Near Akshardham.
- v. NABARD Employees Staff Quarters, Himgiri Apartments, Kaushambi, Ghaziabad

b) For Retired staff and their dependents –

- i. At their Residential Address **within NCR** from NABARD New Delhi Regional Office.

The panel will be valid for a **period of 02 (two) years from 01 April 2025 to 31 March 2027**, subject to satisfactory performance.

The expected Annual procurement would be Rs.60.00 lakh.

The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarise themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.

2. NABARD New Delhi RO invites applications through the Government eMarketplace (GeM) portal from reputed Chemists who are interested in inclusion of their names in the panel. Chemists who fulfil the eligibility criteria and agree to the terms & conditions mentioned in this document should submit their application in the prescribed application form cum Technical Bid and Financial Bid through the **GeM portal only**.

The Bank reserves the right to accept/ reject any or all the applications received without assigning any reasons.

3. The Tendering will be under Two-bid system on the GeM portal only. The **PART – I (Technical Bid)** of the tender shall contain Technical Qualification bid, and terms & conditions in the prescribed tender document. The **PART – II** of the tender shall contain only the **Financial Bid** (Discount offered) in the prescribed format in GeM. No other terms & conditions should be there in the Financial Bid.
 - a. It may be noted that Bidders must not submit any financial bid related data along with the Technical Bid. In such cases, the Technical Bid will be **summarily rejected**.
 - b. Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NABARD, are liable to be rejected.
4. Further, it may be noted that those chemists whose Technical Bid is found suitable as per eligibility criteria, which are given in Section – I, will only be eligible for opening of their respective Financial Bid for further tendering process.
5. The Chemists should quote **maximum uniform discount (in percentage terms)** on the Retail Price printed on the strip/ bottle/ unit pack, etc in respect of all items of supply is to be made under the contract irrespective of their brands or manufacturers.

The rate shall be maximum discount on **MRP basis**. This discount shall remain uniform throughout the period of purchase contract. It should be noted that the liability to pay any duty, taxes levied under the law would be that of the Chemist. The Chemist will also have to bear all the expenses connected with proper packaging, carting, transportation, etc.

6. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to “**The General Manager, National Bank for Agriculture and Rural Development, 24, Rajendra Place, New Delhi - 110008**” or through representation module on the GeM portal. The General Manager, New Delhi RO will review the same and information sought, if not clearly indicated or specified, 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 03 (three) working days prior to the date of submission of the Tender.

7. Validity of offer should be 120 days from the date of opening of the Financial Bids. However, the discount rate (%) quoted by the successful bidder would remain firm until the end of the contract period.
8. NABARD New Delhi RO reserves the right to empanel more than 01 (one) chemist.
9. NABARD New Delhi RO reserves the right to divide and distribute the work to more than one chemist. In such cases, the decision shall be solely at the discretion of the NABARD New Delhi RO.
10. NABARD New Delhi RO reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final.
11. This document will be available on the GeM portal, CPPP portal and the Tender documents can also be downloaded from our website www.nabard.org.

16. Eligibility Criteria

- A. The Chemist must hold valid licenses as on the date of application in specified forms **(Form 20, 20-B, 21, 21-B & 21-C)** for various categories of Allopathic Drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act 1940 as applicable and any other law in force. They must hold all other licences, clearances and permissions as may be necessary to carry out the trade of dealing with/ selling of medicines. **The empanelled chemists shall ensure and undertake that their licences remain valid till the end of the contract period.**

Chemists intending to participate in this tender must be duly registered with the Pharmacy Council of India or the Delhi State Pharmacy Council.

- B. Proof of registration must be submitted along with the tender documents to ensure compliance with regulatory standards.
- C. The Chemist must comply with all applicable laws and regulations, including but not limited to the Drugs and Cosmetics Act, 1940, the Consumer Protection Act, 2019, and relevant local and state regulations. Submission of the tender constitutes an affirmation of adherence to these legal obligations.
- D. The Chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act & Rules (*Letter of Undertaking is to be furnished*).

- E. The Chemist should have undertaken a similar business arrangement, i.e. empanelment for supply of medicines with Government/ SemiGovernment/ Public Sector Organisation during the last 03 (three) years (*Client details and work orders are to be furnished*).
- F. The **average Annual Turnover** of the Chemist during the last three years (FY 2021-22, FY 2022-23 and FY 2023-24) shall **not be less than ₹ 50 Lakh**.
- G. The Chemist/ Bidder should have the experience of similar works (with contract value costing individually) during the last three years as on 31.03.2024 as under:
- i. One work of at least ₹ 40 Lakh
OR
 - ii. Two works of at least ₹ 25 Lakh each
OR
 - iii. Three works of at least ₹ 20 Lakh each
- H. The Chemist must not have been debarred/ black-listed by any Government/ Semi-Government/ Public Sector Organisation (*declaration is to be submitted on a ₹ 100/- non-judicial stamp paper*).
- I. The shop/ supply chain / establishment, etc of the Chemist should be situated **within the limits of New Delhi Municipal Corporation**.
- J. The Chemist should agree to supply and deliver all the medicines prescribed by the NABARD New Delhi RO's Bank Medical Officer (BMO) to the following locations

a) For Serving staff & their dependents at 05 (five) locations viz.

- i. NABARD, New Delhi Regional Office, 24, Rajendra Place, New Delhi
- ii. NABARD Officers Quarters, C-27, Jangpura Extension.
- iii. NABARD Officers Quarters c319 & C 320 at Asiad Village Complex, Khelgaon.
- iv. NABARD Officers Quarters at Commonwealth Games Complex, Near Akshardham.
- v. NABARD Employees Staff Quarters, Himgiri Apartments, Kaushambi, Ghaziabad

b) For Retired staff and their dependents –

- i. At their Residential Address **within NCR** from NABARD New Delhi Regional Office.

The Chemist should have a computerised billing system mentioning GSTIN therein.

- K. The Chemist should have a valid registration for GST, PAN, Trade Licence and Drug Licence (*copies of the mentioned registrations are to be submitted for verification*).
- L. The Chemist shall submit copies of duly audited Balance Sheet/ Profit & Loss A/c and last 03 (three) years of Income Tax Return (ending 31.03.2024).
- M. The Chemist should have a vast network of distribution points at Delhi/NCR to provide medicine within 24 hours of being prescribed by our BMO.

17. Terms & Conditions

A. Scope of Work

- i. NABARD New Delhi RO will issue a 'Credit Slip' for the supply of medicines from the empanelled chemists on all days. The chemists will deliver the medicines/ drugs at the agreed time and place as well as rates on the basis of the credit slips/ requirement issued from time to time by the bank.
- ii. NABARD New Delhi RO reserves the right to split/ divide its purchases among two or more chemists. It may be noted that NABARD also reserves the right to accept any or reject any or all the offers that it may receive without giving reasons.

B. Pricing

- i. The Chemist should quote a uniform discount on the retail price printed on the strip/ bottle/ unit packed in respect of all the items of supplies to be made under the contract irrespective of their brands or manufacturer (Financial Bid – on Page no. 46).
- ii. The **discount rate of 10%** is the benchmark i.e. minimum discount rate. All the Bidders shall quote their discount rate above the benchmark rate. The rates shall be maximum discount on MRP basis. This discount shall remain uniform throughout the contract period.
- iii. It should be noted that the liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The chemist will also

have to bear all the expenses, etc. connected with proper packaging, carting, transportation, etc, in connection with supply to any place specified by NABARD New Delhi RO from time to time.

- iv. NABARD New Delhi RO will pay only the MRP (inclusive of GST) minus discount offered (net of TDS, if applicable) as agreed upon.

C. Period of Contract/ Empanelment

- i. The period of empanelment shall be for **two years (i.e. from 01 April 2025 to 31 March 2027)**, subject to satisfactory performance.
- ii. The contract is liable to be forfeited if the empanelled chemist –
 - a. Fails to adhere to the Terms & Conditions of the contract.
 - b. Delivers any sub-standard, spurious drugs or substitute medicines.
 - c. Delays in supplies.
 - d. Over charges.
- iii. Note – Orders received even on the Last date of the contract should be honoured in accordance with the Terms & Conditions, even if the contract period stands expired on the date of supply of medicines.

D. Procedure for Application

- i. All the pages of this document must be signed/ stamped by the authorised signatory at the bottom of the page and submitted on the **GeM portal only**.
- ii. The Tendering will be under **Two-bid system** on the GeM portal only.
 - a. The PART – I (Technical Bid) of the tender shall contain Technical Qualification bid, ; and terms & conditions in the prescribed tender document.
 - b. The PART – II of the tender shall contain only the Financial Bid (Discount offered) in the prescribed format in GeM. No other terms & conditions should be there in the Financial Bid.
- iii. All costs in connection with preparation of the Tender related documents shall be borne by the applicant. NABARD assumes no responsibility or liability for any costs incurred by the Chemist in responding to this NIT, including visits, etc.

Pre-Bid Pre-Contract Integrity Pact

All the bidders are required to submit the Integrity Pact as per format enclosed in Annexure - III on **₹ 200/- non-judicial stamp paper (the date of purchase of Stamp Paper should be on or after the date of publication of this tender on the GeM portal)**. Intending bidders must arrange for execution of pre-bid pre-contract Integrity Pact (as per relevant stamp act of the state), failing which, **the tender will be summarily rejected**.

The pre-contract Integrity Pact should be submitted on the GeM portal (coloured scanned copy only) and original copy may be submitted to - ***“The General Manager, NABARD, New Delhi Regional Office, 24, Rajendra Place, New Delhi- 110008”*** on or before the opening of the Technical Bid.

G. Authorised Signatory

All the documents which are uploaded on the GeM portal must be signed (***ink signature or digital signature***) by the Authorised Signatory of the Chemist having acquainted himself/ herself with the general conditions laid down by NABARD.

H. Right to Accept/ Reject any or all applications

- i. Applications incomplete in any respect, are liable to be **summarily rejected**.
- ii. NABARD reserves the right to accept or reject any or all the applications in full or part without assigning any reason.
- iii. NABARD also reserves the right to scrap the Notice Inviting Tender (NIT) at any time, without assigning any reasons thereof. NABARD's decision in this regard shall be binding and final.
- iv. NABARD has the right to modify/ alter/ add any requirement in this document at its discretion in its interest as deemed appropriate and such decision in this regard shall be final.

I. Indent for and delivery of supplies

- i. On receipt of credit slip from NABARD New Delhi RO, the delivery of supplies in full shall be made to the staff for whom the credit slip is issued.
- ii. Supplies are required to be made in original packing of manufacturer. The packaging should approximately be nearest to the total quantity ordered of any medicine.
- iii. Every medicine has its own shelf-life mentioned on the label of medicine. The shelf-life should not have passed more than half of its shelf-life at the time of supply. Medicines/ drugs that are nearing its expiry date will be returned to the chemist.
- iv. The delay in supply of medicines **should not be more than 24 hours** from the receipt of the credit slip. In case of Life-saving critical medicines, the delay **should not be more than 12 hours**.
- v. In case of indent for specific brand of medicines, when medicines are not immediately available with the Chemists, then the Chemists shall arrange for supply of the medicines from other pharmacy stores/ epharmacy **within 24 hrs** timeframe.
- vi. In special circumstances, medicines conforming to **Schedule M** specifications of the Central Drugs Standard Control Organisation may be supplied as a substitute, only after seeking **prior approval** from the Bank Medical Officer (BMO) of NABARD.
- vii. The Chemist shall issue 'Not Available Slip', only after exhausting options mentioned in (v) & (vi) above.
- viii. **Penal Clause** – Failure to supply medicines within the stipulated timeframe will result in deduction of **₹ 500/- per prescription** during monthly settlement of bills.

J. Presentation of Bills

- i. The Chemist shall present the Bill along with the Credit Slip to NABARD New Delhi RO for the supplies made monthly (within 10th day of the subsequent month). The Bill should clearly indicate the details of the supplies made such as – name of the item, quantity, rate, discount amount, name of the manufacturer, batch no., date of manufacture & expiry date, indent no. with date, etc. and any other information required by NABARD.

- ii. The Bill shall be supported by the original indent along with Credit Slip issued by NABARD under employee's signature with date, for receipt of items indicated in the indent.
- iii. Bills for medicines received by serving staff and retired staff are to be presented separately.
- iv. Incomplete bills not accompanied by any of the particulars mentioned in (i) & (ii) above will not be entertained.
- v. NABARD is free to check/ cross-verify the MRP of medicines supplied and the bills presented on sample basis.

K. Payment

- i. Payment of the bills presented will normally be arrange within 15 (fifteen) working days from the receiving date of bills by NABARD New Delhi RO. However, the Chemist shall make no claim from NABARD in respect of interest or damages, in case the payment is delayed for any valid reason(s).
- ii. The payment will be done through NEFT/ RTGS, for which the Chemist shall give the requisite details such as – Bank Account No., IFSC, copy of cancelled Cheque, etc.
- iii. Payments made by NABARD will be subject to prevailing applicable TDS/ GST-TDS.

L. Corrupt, fraudulent or un-ethical practices

NABARD requires that the Chemists observes the highest standards of ethics during the procurement and execution of contract for supply of medicines. The medicines/ drugs to be supplied must be of standard quality.

In pursuance thereof, the terms are set forth as follows –

- i. The Chemist shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of NABARD in the empanelment process or in contract execution.
- ii. The Chemist shall not resort to misrepresentation of facts in order to influence the selection process or execution of the contract to the detriment of NABARD.
- iii. The Chemist shall not assign, delegate, or subcontract any part of the obligations, duties, or responsibilities under this agreement or the supply contract to any third party. Any attempt to subcontract or assign any

portion of the work shall be considered a material breach of this contract, leading to immediate termination of the agreement and forfeiture of any performance security or legal action as deemed necessary.

- iv. NABARD will declare a chemist ineligible, either indefinitely or for a specific 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.
- v. NABARD may without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or in part, in respect of any chemist for any for any of the following reasons:
 - a. Supply of sub-standard/ spurious/ substitute medicines.
 - b. Delay in supply/ refusal to supply/ non-supply of medicines.
 - c. Over-charging in the Bill.
 - d. In case, it is found that any particular medicine's date is expired or is near the date of expiry.
 - e. If the Chemist fails to perform any other obligation(s) under the contract.
 - f. If NABARD feels that the Chemist has engaged in corrupt or fraudulent practices.
- vi. If any such case as indicated in (iv) above is noticed during subsequent scrutiny, after or before the payment, then the chemist shall refund the disputed/ excess amount already paid by NABARD or replace the medicines in question. NABARD may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

M. Indemnity

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

N. Confidentiality

The information between NABARD New Delhi RO and the Chemist shall be treated as confidential and shall not be passed on in part or in full to any third party without the prior written approval of NABARD New Delhi RO.

O. Termination Clause

- i. The Chemist may terminate the contract at any time by providing a written Notice to NABARD New Delhi RO at least 03 (three) months in advance of the intended termination date.
- ii. Similarly, NABARD New Delhi RO may terminate the contact at any time by providing a written Notice to the Chemist at least 01 (one) month in advance of the intended termination date.

P. Arbitration

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

18. The following are the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission –

Dr. Rabindra Kumar
IFoS (Retd.)
37, Bhagirathipuram,
GMS Road,
Dehradun – 248 001
Uttarakhand

19. This Notice Inviting Tender (NIT) shall also form part of the Tender document. In case of contradiction between the rules/ provisions of the tender documents and those of GeM portal, preference shall be given to the rules/ provisions given in the tender document.

Yours faithfully,

Sd/-

(Upma Saxena)
Deputy General Manager

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
REGIONAL OFFICE, NEW DELHI

PART – I

TECHNICAL BID

Part- I (Technical Bid)

A. Eligibility:

a) The chemist must hold valid licenses as on the date of application in specified forms

(Form 20, 20-B, 21, 21-B and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines.

The empaneled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.

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.

(b) The chemist should agree to deliver the medicines that the Bank indents through credit slips irrespective of the brands or manufacturers to all locations mentioned in tender document.

(c) The chemist should not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization.

The shop / establishment of the chemist should be situated in Delhi, within a maximum distance of 1.5 km from NABARD, New Delhi Regional Office, 24, Rajendra Place, New Delhi (not applicable for epharmacy)

(d) The chemist should have a computerized billing system.

(e) GST registration certificate should be available with the Chemist.

(f) The chemist should have a minimum turnover of Rs 50.00 lakh for last 3 years ending 31.03.2024. Exemption from turnover criterion will be provided to MSEs and Startups

(g) The vendor should have an experience of at least 05 years opening his shop / establishment.

In case, the bidder is an ePharmacy company the bidder should have:

i. direct services of ePharmacy and not through any affiliate/partner and subcontractors. ii. Its warehouse location within Delhi Municipal Limits.

ii. Facility to provide delivery at all the locations mentioned above or preferably doorstep delivery to registered user on same day but not more than 24 Hrs.

iii. Facility to register all employees/NABARD users through mobile number on ePharmacy online platform, facility to upload copy of NABARD Bank Medical Office issued "credit slip" by registered users for receiving the medicines.

- iv. Certification under Information Security Management System. The security of the data of NABARD employees (serving as well as retired) needs to be ensured.
 - v. The bidder should be equipped with cold chain management capabilities in New Delhi for supplying temperature sensitive medicines.
- Other eligibility conditions shall remain the same.

B. Terms and Conditions:

1. Scope of work:

NABARD, New Delhi RO 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 time & place as well as rates on the basis of the credit slips/requirement issued from time to time by the office to serving/retired staff members of NABARD to which the chemist is attached. It may be noted that NABARD, New Delhi RO is not bound to procure all its requirements of medicines only from the chemist offering the highest discount. NABARD, New Delhi RO also reserves the right to split / divide its purchases among two or more chemists. NABARD, New Delhi RO 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 NABARD, New Delhi RO'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. The chemist will provide MRP list in soft and hard form to NABARD, New Delhi RO from time to time during the currency of contract. **The Bank will pay only the MRP (inclusive of GST) minus discount as agreed upon.**

3. Period of Contract

The period of the empanelment contract shall be for two years (i.e. 01.04.2025 to 31.03.2027 or as agreed) subject to satisfactory performance with a provision for further extension up to 01 year subject to mutual consent. 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

4. Documents establishing eligibility:

The following documents should be submitted/uploaded along with the application with all pages signed / stamped by authorized signatory.

- a) Self attested copies of valid licences held by the chemist as on the date of application.

5. Right to accept / reject any or all applications:

Applications received after the due date and time or incomplete in any respect are liable to be rejected. NABARD, New Delhi RO reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons. NABARD reserves the right to scrap the panel at any time, without assigning any reasons thereof. NABARD, New Delhi RO's decision in this regard shall be binding and final. NABARD, New Delhi RO has the right to modify / alter any requirements in this document at its discretion in the interest of the office as deemed appropriate by it. Its decision in this regard shall be final.

6. Notification of acceptance:

NABARD, ND RO will communicate acceptance of the application.

7. Indent for and delivery of supplies:

- a) On receipt of credit slip from the NABARD, New Delhi RO, the delivery of supplies in full shall be made to the staff for whom credit slip is issued by NABARD, New Delhi RO. Drugs/medicines manufactured by the well reputed/recognized pharmaceutical firms/companies only should be supplied by the chemist/s.
- b) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity ordered of any particular medicine/drug.
- c) Chemist should not substitute medicines/supply medicines other than what is prescribed by Bank Medical Officer on the credit slip. In case of non-availability of medicine, permission of Bank Medical Officer may be taken before issuing substitute medicine.
- d) Every medicine should have its own shelf-life period mentioned on the label of medicine. The shelf life should not have passed more than half of its shelf life at the time of supply.
- e) Chemist should be open to accept credit slips on all days including weekends / holidays throughout the year.
- f) Supply of medicines against credit slip should be done on the same day of credit slip.

9. Presentation of bills:

- a) The chemist shall present the bill to the office for the supplies made on monthly basis before 10th day of succeeding month. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount with date etc. and any other information required by NABARD, New Delhi RO. Bills for medicines received by serving staff and retired staff to be presented separately. The credit slips supplied by NABARD would carry distinctive feature to distinguish the two kind of credit slips.
- b) The bill shall be supported by the original credit slip duly signed 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) & (b) above will not be entertained.

10. Payment:

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

The payment will be through NEFT/RTGS for which chemist should give requisite details of bank address, account No. etc.

- a) 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 affect is acceptable in lieu thereof
- b) Copy of GST registration.
- c) A copy of PAN allotted to the chemist.
- d) Copy of the license for supplying scheduled drugs
- e) Copy of GST returns/Balance Sheet/Valid documents ascertaining turnover of Rs 50.00 lakh as mentioned at I (h). (Not applicable for MSE/Startups claiming turnover exemption)
- f) Balance Sheet for last three financial years duly audited by Chartered Accountant.
- g) Registration certificates under Shops & establishment Act / Registrar of companies / partnership deed / proprietorship as applicable.

Integrity pact: Only bidders who are willing to execute Pre-Contract Integrity Pact (Enclosed in Annexure II) with the Bank, in accordance with the standard format enclosed, will be eligible to participate in the tender. The Independent External Monitor (IEM) assigned for New Delhi would be Dr. Rabindra Kumar ,IFoS (Retd.) ,37, Bhagirathipuram, GMS Road, Dehradun – 248 001 , Uttarakhand ,Email Id:

rabindra_us@yahoo.com

Mobile: 9411714138, 8415080837

- h) For ePharmacy Company, in addition to documents listed above, bidder should also submit declaration by authorized signatory towards fulfillment of eligibility criteria as per Eligibility Conditions for ePharmacy companies along with relevant valid documents.
- i) Solvency Certificate as per Annexure III issued by competent authority/Bank.

5. Procedure for application:

The Application for Empanelment of Chemists for Supply of Medicines under Credit Slip arrangement should be made only through GeM portal.

The tendering will under Two Packet/Two Bid system on GeM portal, wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Financial Bid (Discount offered)'. The application has to be submitted in two parts, Part I-Technical bid and Part II- Financial Bid (Discount Offered)

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

- (i) Following documents have to be uploaded on GeM portal as part of **Technical Bid. All documents uploaded should be signed & stamped by authorized signatory.**
 - (a) Duly filled in application form (Annexure I) attaching all specified documents. The tenderer shall be very careful while uploading supporting documents. Uploading of any unnecessary / unrelated document could lead to disqualification of tender.
 - (b) All documents indicated at Section 4 of this document alongwith Cancelled cheque

6. Corrupt, fraudulent or unethical practices

NABARD, New Delhi RO requires that the chemist observes the highest standards of ethics during the procurement and execution of contract for supply of medicines. The medicines/drugs to be supplied 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 NABARD, New Delhi RO in the empanelment process or in contract execution.
- b) The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of NABARD, New Delhi RO.
- c) NABARD, New Delhi RO 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) NABARD, New Delhi RO may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any chemist for any of the following reasons:
 - (i) Supply of sub-standard/ spurious/ substitute medicines,
 - (ii) Delay in supply/ refusal to supply/ non-supply of medicines,
 - (iii) Over charging in the bill,
 - (iv) In case it is found that any particular medicine's date is expired or is near the date of expiry
 - (v) If the chemist fails to perform any other obligation(s) under the contract
 - (vi) In the judgement of NABARD, New Delhi RO the chemist has engaged in corrupt or fraudulent practices.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount

already paid by the Bank, replace the medicines in question. NABARD, New Delhi RO may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

12. Indemnity:

The chemist shall indemnify the NABARD, New Delhi RO against all actions, suits, claims and demands brought or made against NABARD, New Delhi RO 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 NABARD, New Delhi RO 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 for) shall arise between NABARD, New Delhi RO and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration the General Manager, New Delhi Regional Office, NABARD, who shall give written award of his decision to the Bidder. The decision of the General Manager will be final and binding.

Annexure -I

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
NEW DELHI REGIONAL OFFICE

**APPLICATION CUM TECHNICAL BID FOR
EMPANELMENT OF CHEMISTS FOR SUPPLY OF DRUGS/MEDICINES
UNDER CREDIT SLIP ARRANGEMENT**

Sr. No.	Item	Details
1	Name of the Chemist/ePharmacy	
2	Constitution (Company/ Partnership/ Proprietorship etc)	
3	Details of Registration (attach copy)	
	Registering Authority	
	Registration No. & Date	
4	Year of commencement of business (attach copy)	
5	GST No (attach copy of GST registration certificate)	
6	PAN Number (attach copy of PAN)	
7	Whether Manufacturer/ Authorized Distributor/ Dealer / Agency	
8	Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank	
9	Telephone No	
	Mobile No	
	e-mail:	
10	Registered Mailing Address (For all the shops/establishments in Delhi Municipal Limits): (Submit the Proof & Photograph of the all the shops / Establishment in Delhi Municipal Limits)	
11	Distance (in Km) of shops/stores to the locations given below. Road distance to be	

	indicated against at least one of the five locations. (Not applicable for ePharmacy):	
	i. NABARD, New Delhi Regional Office, 24, Rajendra Place, New Delhi- 110008	
12	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 Cosmetics Act, 1940? If yes, please give details of licenses (attach copies)	YES/NO
13	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 there under as well as under the Drugs Price Control Order issued from time to time?	YES/NO
14	Is the Pharmacy holding a valid license for supplying Scheduled Drugs? If yes, attach copy	YES/NO
15	Whether the billing system is computerized?	YES/NO
16	Whether the Chemist is debarred / blacklisted by any Govt. / Semi-Govt. / Public Sector organization.	YES/NO
17	Whether the Chemist is agreeable to deliver the medicines that the Bank indents through credit slips irrespective of the brands or manufacturers	YES/NO
18	Bank Account Details (attach copy of Cancelled cheque)	Name of Account: Account Number: IFSC Code: Bank and Branch Name:
19	Integrity Pact (Signed / Stamped) on ₹ 200/- stamp paper uploaded.	YES/NO

20	Whether the bidder is ePharmacy Company.	YES/NO
21	Whether Chemist is able to supply medicines 24 hours a day.	YES/NO
22	Whether the bidder has an experience of at least 05 years?	YES/NO
23	Whether bidder has minimum turnover of Rs. 50.00 lakh for last 03 years ending 31.03.2024 (Exemption from turnover criterion will be provided to MSEs and Startups) (Attach Audited Balance Sheets / C.A. Certificates for last 03 years)	YES/NO
24	In case of ePharmacy, whether declaration by authorized signatory towards fulfillment of eligibility criteria as indicated at Para I (j) of Eligibility Conditions for ePharmacy companies along with relevant valid documents submitted	YES/NO/NA

All copies of documents should be signed and stamped by the Authorised Signatory

DECLARATION

I have read and understood the notice issued by NABARD, New Delhi RO, 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 or reject any or all of the applications without assigning any reasons.

Signature:

Name:

Designation:

Date:

Annexure II (PRE-CONTRACT INTEGRITY PACT)

(To be submitted on Rs.200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
(NABARD), New Delhi Regional Office hereinafter referred to as “The
Principal”**

And

..... hereinafter referred to as “The Bidder”

Preamble

The Principal intends to award, under laid down organizational procedures contract/s **for supply of medicines under credit slip arrangement for the staff of NABARD, New Delhi RO, at 24, Rajendra Place, New Delhi.**

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).

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

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.

- d.If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/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)

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

a. The Bidder(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 which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b.The Bidder(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)will not commit any offence under the relevant IPC/PC Act; further the Bidder(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.

e./representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

f.The Bidder(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.

Bidder(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.

The Bidder(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), 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) from the tender process.

Section 4 – Compensation for Damages

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

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 that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders

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

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 Bidder(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are 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.

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:

Dr. Rabindra Kumar

IFoS (Retd.)

37, Bhagirathipuram,

GMS Road,

Dehradun – 248 001

Uttarakhand

2.The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently.

3.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 as confidential. He / she reports to the Chairman, NABARD.

4. The Bidder(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 Subcontractors.
5. 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.
6. 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.
7. 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 nonbinding 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.
8. 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.
9. 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.
10. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It shall remain in force from the date of issue of work order till completion of Defect Liability Period. 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. 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)
the Bidder)
(Office Seal)**

**(For & on behalf of

(Office Seal)**

**Place
Date:
Witness 1: (Name and Address)**

**Place
Date:
Witness 2: (Name and Address)**

Solvency Certificate

To

General Manager

NABARD

New Delhi Regional Office

24, Rajendra Place

Delhi-110008

Solvency Certificate from a Scheduled Bank

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

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

Evaluation Matrix

Name of the Chemist:

S. No.	Particulars	Sub-Marks	Marks obtained by the Chemist
1	Legal Structure	15	
(i)	Private Ltd.	15	
(ii)	Proprietorship	5	
(iii)	Partnership	2	
2	Work Experience in relevant field (since registration)	20	
(i)	More than 10 years	20	
(ii)	More than 5 years	10	
(iii)	Equal to or less than 5 years	5	
3	Working Experience with Developmental Financial Institution, Public Sector Banks, Govt. Institutions, PSUs, etc.	20	
(i)	Work experience with RBI/ NABARD/ SIDBI/ EXIM Bank if	20	
(ii)	Work experience with Govt. of India/ State Govt./ PSUs/ State Govt. agencies	10	
(iii)	Work experience with Public Sector Banks/ Nationalised Banks, etc.	5	
(iv)	Other than mentioned in 3(i), 3(ii) & 3(iii)	2	
4	Average Annual Turnover during the last 03 years (ending 31.03.2024)	25	
(i)	More than ₹50 Lakh	25	
(ii)	More than ₹ 35 Lakh	15	
(iii)	More than ₹ 25 Lakh	10	
(iv)	Less than ₹ 25 Lakh	5	
5	No. of stores in Delhi/NCR	20	
(i)	More than 30	20	
(ii)	More than 10	15	
(iii)	More than 5	10	
(iv)	Less than 5	5	
	Grand Total	100	

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
REGIONAL OFFICE, NEW DELHI

PART – II

FINANCIAL BID

Financial Bid for Empanelment of Vendors for Supply of
Financial Bid for Empanelment of Chemists for Supply of
Medicines

Discount offered (should be greater than 10%)	% Discount (up to 02 decimal places)	% Discount in Words

Place:

Authorised Signatory

Date:

Signature & Seal of Tenderer