

राष्ट्रीय कृषि और ग्रामीण विकास बैंक  
मानव संसाधन प्रबंधन विभाग  
गुजरात क्षेत्रीय कार्यालय, अहमदाबाद  
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
HUMAN RESOURCES MANAGEMENT DEPARTMENT  
GUJARAT REGIONAL OFFICE, AHMEDABAD

प्रस्ताव हेतु अनुरोध (आरएफपी)  
REQUEST FOR PROPOSAL (RFP)

संदर्भ सं. रा बै / गुज. क्षेका/ 113139 /एचआरएमडी-बिल्स/2024-25  
Ref.No. NB/Guj. RO/ 113139 /HRMD-Bills/2024-25

30 दिसंबर 2024  
30 December 2024

ड्रग्स और दवाओं की आपूर्ति के लिए फ़ार्मसियों / केमिस्ट के चयन हेतु निविदा आमंत्रण सूचना  
(एनआईटी)  
NOTICE INVITING TENDER (NIT) FOR SELECTION OF  
PHARMACIES/CHEMISTS FOR SUPPLY OF DRUGS & MEDICINES

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड), नाबार्ड अधिनियम, 1981 के अंतर्गत स्थापित एक निर्गमित निकाय है और म्यूनिसिपल गार्डन के सामने, उस्मानपुरा, अहमदाबाद – 380013 में स्थित नाबार्ड टावर में दवाओं की आपूर्ति करने के फ़ार्मसियों/केमिस्ट /ड्रगिस्ट (जिन्हें संक्षिप्तता के लिए इसके आगे फ़ार्मसियां कहा गया है) का चयन करने का इच्छुक है। आपूर्तिकर्ता दो वर्ष की अवधि के लिए, अर्थात् 01 अप्रैल 2025 से 31 मार्च 2027 तक कार्य करेगा, जो संतोषजनक कार्यनिष्पादन के अधीन होगा। वार्षिक खरीद की कुल अपेक्षित राशि ₹20 लाख है।

National Bank for Agriculture and Rural Development (NABARD), a body corporate established under the NABARD Act, 1981, intends to select pharmacies /chemists / druggists (hereinafter referred to as pharmacies for brevity) for supply of medicines to NABARD Tower located opposite Municipal Garden, Usmanpura, Ahmedabad – 380 013. The supplier will function for a period of two years i.e., from 01 April 2025 to 31 March 2027 subject to satisfactory performance. The total expected annual procurement would be Rs. 20 lakh.

नाबार्ड दवाओं / ड्रग्स की आपूर्ति करने के लिए इच्छुक फ़ार्मसियों से सरकारी ई-मार्केटप्लेस (जेम) पोर्टल के माध्यम से आवेदन आमंत्रित करता है। जो फ़ार्मसियों पात्रता मानदंडों को पूर्ण करती हैं और इस दस्तावेज़ में उल्लिखित अन्य सभी शर्तों और निबंधनों से सहमत हैं, उन्हें अपनी विंतीय बोली सहित सभी आवश्यक दस्तावेज़ प्रस्तुत करने होंगे। बोली की संपूर्ण प्रक्रिया केवल जेम पोर्टल (<https://gem.gov.in/>) पर की जाएगी।

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

नाबार्ड के साथ संलग्न मानक प्रारूप के अनुसार संविदा पूर्व सत्यनिष्ठा करार निष्पादित करना होगा। इसकी एक स्कैन की गई प्रति तुरंत ईमेल – [hrmd.ahmedabad@nabard.org](mailto:hrmd.ahmedabad@nabard.org) को जमा की जाए। गुजरात के लिए समनुदेशित स्वतंत्र बाह्य अनुप्रवर्तक (आईईएम) श्री जगदीप कुमार घाई, पीटीए और एफ़ई (सेवानिवृत्त), फ्लैट न. 1032, 'ए' विंग, वनश्री सोसाइटी, सेक्टर 58 ए और बी, पाम बीच रोड, नेरुल, नवी मुंबई, 400706, ईमेल [jkghai@gmail.com](mailto:jkghai@gmail.com), मोबाइल सं.: 9869422244 हैं।

Bidders are to execute Pre-Contract Integrity Pact with the Bank, in accordance with the standard format enclosed. A scanned copy of the same may be immediately submitted by email to – [hrmd.ahmedabad@nabard.org](mailto:hrmd.ahmedabad@nabard.org). The Independent External Monitor (IEM) assigned for Gujarat would be Shri Jagdeep Kumar Ghai, PTA & FE (Retd), Flat No 1032 A Wing, Vanashree Society, Sector 58 A & B, Palm Beach Road, Nerul, Navi Mumbai, 400706, email [jkghai@gmail.com](mailto:jkghai@gmail.com), Mob: 9869422244.

कृपया ध्यान दें कि बोली प्रक्रिया पैकेट बोली प्रणाली के अंतर्गत की जाएगी। बोलीकर्ता तकनीकी बोलियों के लिए अपने आहर्ता दस्तावेज़ों के साथ अपनी वित्तीय बोलियाँ प्रस्तुत करें। यदि तकनीकी आहर्ता के दस्तावेज़ और वित्तीय बोलियाँ एक साथ प्रस्तुत नहीं की जाती हैं तो ऐसे बोलीकर्ताओं को आगे की बोली प्रक्रिया में शामिल नहीं किया जाएगा। साथ ही, ध्यान दें कि केवल ऐसी फ़ार्मसियाँ, जिनकी तकनीकी आहर्ता इस दस्तावेज़ में वर्णित योग्यता मानदंडों के अनुसार उचित पाई जाएगी, उन्हें ही वित्तीय बोली प्रक्रिया में शामिल होने दिया जाएगा। वित्तीय बोली प्रक्रिया में फ़ार्मसी का चयन सभी दवाओं के अधिकतम खुदरा मूल्य पर दिए जाने वाले अधिकतम यूनिफ़ोर्म डिस्काउंट के आधार पर किया जाएगा। यह भी ध्यान दें कि डिस्काउंट दर, बिना किसी अपवाद के, नाबार्ड द्वारा इंडेंट की गई सभी दवाओं पर लागू होगी।

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

महत्वपूर्ण तिथियाँ Important Dates	
Date of Commencement Issue of Tender	30 December 2024
Last Late for Submission of Technical Bids	20 January 2025 till 10:00 AM
Date for Opening of Bids	20 January 2025 since 10.30 AM
Period of Contract	01 April 2025 to 31 March 2027 (Further extendable for an additional year subject to satisfactory performance)
Pre-Bid Meeting	07 January 2025
Pre-Bid Meeting Venue	National Bank for Agriculture and Rural Development

	Human Resources Management Department, 2nd Floor, Gujarat Regional Office, Opp Municipal Garden, Usmanpura, Ahmedabad-380013
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## पात्रता Eligibility

- a) आवेदन प्रस्तुत करने की तिथि पर फ़ार्मसी के पास एलोपैथिक ड्रग्स की विभिन्न श्रेणियों के लिए विनिर्दिष्ट प्रपत्रों (फॉर्म 20, 20-बी, 21, 21-बी और 21-सी) में ड्रग्स और कॉस्मेटिक अधिनियम, 1940 के यथालागू प्रावधानों और किसी अन्य लागू कानून के अंतर्गत राज्य ड्रग नियंत्रण प्राधिकरण द्वारा जारी यथालागू वैध लाइसेन्स होना चाहिए। उनके पास ऐसे अन्य सभी लाइसेन्स, क्लियरेंस और अनुमतियां होनी चाहिए जो दवाओं से संबंधित / दवाएं बेचने के व्यवसाय के लिए आवश्यक हो सकती हैं, जैसे खाद्य लाइसेंस, आदि। सफल बोलीकर्ता यह सुनिश्चित करेगा कि उनका लाइसेंस संविदा अवधि की समाप्ति तक वैध हो।

The pharmacy must hold applicable 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 License, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines like Food License etc. The successful bidder will further ensure and undertake that their licenses remain valid till the end of the contract period.

- b) राज्य ड्रग्स प्राधिकरण द्वारा फ़ार्मसी को किसी मामले में दोषी नहीं ठहराया गया हो और ड्रग्स और कॉस्मेटिक अधिनियम और नियमों के अंतर्गत कोई मामला लंबित न हो।

The pharmacy must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.

- c) पिछले तीन वर्षों के दौरान प्रत्येक वर्ष में फ़ार्मसी का वार्षिक टर्नओवर न्यूनतम ₹20 लाख होना चाहिए।

The pharmacy should have an annual minimum turnover of Rs.20 lakh for each of the last three years (FY 2021-22, FY 2022-23, FY 2023-24).

- d) फ़ार्मसी, नाबार्ड द्वारा क्रेडिट स्लिप के माध्यम से किए गए इंडेंट के अनुसार दवाओं और उपभोग की वस्तुओं की आपूर्ति करने के लिए सहमत होनी चाहिए, चाहे ब्रांड अथवा निर्माता कोई भी हो। दस्तावेज़ में और कहीं वर्णित क्रय संविदा निष्पादित होने के बाद ऐसा करने में विफल होने की स्थिति में कार्यनिष्पादन बैंक गारंटी स्वतः जब्त कर ली जाएगी।

The pharmacy should agree to supply the medicines and consumables that NABARD indents through credit slips irrespective of the brands or manufacturers. Failure to do so after execution of the purchase contract as described elsewhere in document may result in automatic forfeiture of the Performance Bank Guarantee.

- e) फ़ार्मसी को किसी भी सरकारी / अर्ध सरकारी / सार्वजनिक क्षेत्र के संस्थानों द्वारा बहिष्कृत / ब्लैक-लिस्ट नहीं किया गया हो। इस संबंध में प्रमाण-पत्र प्रस्तुत करें।

The pharmacy should not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization. A certificate to this effect may be submitted.

- f) फ़ार्मसी की दुकान / एस्टाब्लिशमेंट म्यूनिसिपल गार्डन के सामने, उस्मानपुरा, अहमदाबाद – 380013 में स्थित नाबार्ड टावर से 4 किलोमीटर के भीतर होनी चाहिए।

**The shop / establishment of the pharmacy should be situated within a distance of 4 Km from NABARD Tower located opposite Municipal Garden, Usmanpura, Ahmedabad – 380 013.**

- g) फ़ार्मसी के पास जीएसटी पंजीकरण प्रमाणपत्र उपलब्ध होना चाहिए।

GST Registration certificate should be available with the pharmacy.

- h) फ़ार्मसी के पास कंप्यूटरीकृत बिलिंग प्रणाली उपलब्ध होनी चाहिए और बिल में जीएसटीआईएन का भी उल्लेख हो।

The pharmacy should have a computerized billing system mentioning GSTIN therein.

## Terms and Conditions

### 1. Scope of work

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

### 2. Pricing

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

### 3. Performance Bank Guarantee

On entering into a purchase contract with NABARD, as specified above, the pharmacy will have to furnish a Performance Bank Guarantee (PBG) for an amount of Rs.50,000/- in the form of Bank Guarantee valid for 36 months issued by a Bank in favour of NABARD payable at Ahmedabad. No claim shall be made against NABARD in respect of interest if

any due on the PBG. The PBG should remain valid up to six months beyond the validity of the contract.

The amount of PBG shall be liable to be forfeited if the medicines supplied by the authorized pharmacy against the indents placed on them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The PBG is also liable to be forfeited if the authorized pharmacy:

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

#### 4. Period of Contract

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

#### 5. Procedure for application

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

##### (a) Technical Bid

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

S.No.	Documents to be submitted	Details
1.	Licenses (Form 20, 20-B, 21, 21-B, 21-C & Food License)	Self-attested copies of all applicable licences held by the pharmacy as on the date of application.
2.	No Conviction Certificate	Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the effect is acceptable in lieu thereof.
3.	Balance Sheets	Copies of the balance sheets for the last three financial years (FY 2021-22, FY 2022-23, 2023-24), duly certified by a Chartered Accountant.
4.	Solvency Certificate from Bank	As per the format prescribed in Annexure - III

5.	Registration certificate/ Sales Tax registration certificate	As issued by the Government
6.	PAN allotted to the pharmacy	As issued by the Government
7.	Registration certificate under Shop & Establishment Act	As issued by the Government
8.	Distance from NABARD Tower, Opp Municipal Garden, Usmanpura, Ahmedabad	<b>Should be within 4 km.</b>

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

### (b) Financial Bid

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

The rates may be quoted in the Financial BID only and not elsewhere.

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

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

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

### 6. Authorized Signatory

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

### 7. Right to accept / reject any or all applications

Applications received after the due date and time or incomplete in any respect are liable to be rejected. NABARD reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons. NABARD reserves the right to scrap the RFP at any time, without assigning any reasons thereof. NABARD's decision in this regard shall be binding and final. The CGM, NABARD, Gujarat RO, Ahmedabad has the right

to modify / alter / add any requirement in this document at his discretion in the interest of NABARD as deemed appropriate by him. His decision in this regard shall be final.

## 8. Delivery of Medicines

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

- a) Mode 1: Employees/ Retirees visit pharmacy to collect medicines themselves
- b) Mode 2 : Pharmacy delivers the medicines to NABARD Tower to each staff on their desk.

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

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

- c) Mode 2: Pharmacy delivers the medicines to NABARD Tower to each staff on their desk.

If an employee or a retiree chooses to take medicines from the dispensary/clinic of the BMO, In that case the person from the Pharmacist collects all the credit slip from the counter near BMO's office and delivers the medicines to NABARD Tower ( to particular staff on the same working day before closing time of office i.e 6.00 PM on Mondays and 5.45 PM on Tuesday to Friday. The credit slip may be sent to NABARD for payment.

Note: Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply. Medicines/Drugs that are nearing its expiry date will be returned to the pharmacy.

## 9. Presentation of bills

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

## 10. Payment

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

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

## 11. Corrupt, fraudulent or unethical practices

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

- a) The pharmacy shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of NABARD in the selection process or in contract execution.
- b) The pharmacy shall not resort to misrepresentation of facts in order to influence the selection process or execution of a contract to the detriment of NABARD.
- c) NABARD will declare a pharmacy ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the pharmacy has engaged in corrupt and fraudulent practices in executing the contract.
- d) NABARD may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any pharmacy for any of the following reasons:
  - 1. supply of sub-standard/ spurious/ substitute medicines,
  - 2. delay in supply/ refusal to supply/ non-supply of medicines,
  - 3. over charging in the bill,
  - 4. in case it is found that any particular medicine's date is expired or will get expired before the prescription period gets over,
  - 5. if the pharmacy fails to perform any other obligation(s) under the contract,
  - 6. if NABARD finds that the Pharmacy has engaged in corrupt or fraudulent practices.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the pharmacy shall refund the disputed/excess amount already paid by NABARD or replace the medicines in question. NABARD may stop payments due or recover the cost of such supplies from the amounts due to the pharmacy.
- f) NABARD values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, NABARD has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with these principles.

## 12. Indemnity

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



### 13. Arbitration Clause

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

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

### 14. Confidentiality

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

Annexure -I [Part — 5(a)]

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

APPLICATION FOR PARTICIPATION IN TECHNICAL BID

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

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

Sr. No.	Item	Details
12	Whether the Pharmacy holds valid License(s) on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940? If yes, Please give details of licenses (attach copies).	YES/NO
13	Whether the Pharmacy has been convicted by the State Drugs Controller or any case is pending against the Pharmacy under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time? (attach copy of No Conviction Certificate/Affidavit)	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 computerised?	YES/NO
16	Whether the Pharmacy is debarred / blacklisted by any Govt. / Semi-Govt. / Public Sector or organization?	YES/NO
17	Whether the Pharmacy agree to deliver the medicines that NABARD indents through credit slips irrespective of the brands or manufacturers?	YES/NO
18	Bank Account Details (attach copy of cancelled cheque)	Name of Account:  Account Number:  IFSC Code:  Bank & Branch Name:

All copies of documents should be self-attested

### DECLARATION

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

Also, I/we have not been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization.

Signature:

Name:

Designation:

Date:

**Annexure -II [Part — 5(b)]**

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**

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

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

Countersigned

Signature of the Reporting Officer with office seal

Name & Designation:

Contact number:

Annexure - III  
Solvency Certificate

To

The Chief General Manager

NABARD, Gujarat Regional Office

Ahmedabad – 380 013

Solvency Certificate from a Bank

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

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

For the Bank

(Signature with seal) Date:

Name & Designation

For the Bank

**ANNEXURE – IV**  
**PRE-CONTRACT INTEGRITY PACT**

(To be submitted on Rs.300 non-judicial 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) 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..... 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 below.

**Section 1 – Commitments of the Principal**

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the 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.

**Section2 – Commitments of the Bidder(s)**

(1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) 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.

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

e. 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.

f. 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.

(2) 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**

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

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

### **Section 5 – Previous transgression**

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



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

## **Section 6 – Equal treatment of all Bidders**

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

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

## **Section 7 – Criminal charges against violating Bidders(s)**

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 Vigilance Officer.

## **Section 8 – Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is : Shri Jagdeep Kumar Ghai, PTA & FE (Retd), Flat No 1032 A Wing, Vanashree Society, Sector 58 A & B, Palm Beach Road, Nerul, Navi Mumbai, 400706, email jkghai@gmail.com, Mob: 9869422244.

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

(3) 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.

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

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

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

regard submit 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.

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

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

(9) The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

## **Section 10 – Other provisions**

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

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

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

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

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

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

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

\_\_\_\_\_  
(For & on behalf of the Bidder)  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness2:  
(Name &Address)

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**ANNEXURE – V**  
**Pro forma of Bank Guarantee**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the Issuing bank)

No. \_\_\_\_\_

Date: \_\_\_\_\_

The Chief General Manager  
Gujarat Regional Office,  
Opp. Municipal Garden,  
Usmanpura,  
Ahmedabad - 380013

Dear Sir

In consideration of your agreeing to accept special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to you in your reference Ref. No. \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_\_ (name of the bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of **Rs.50,000/- (Rupees Fifty Thousand only)** against any loss or damage caused to or suffered by you by reason or any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and the event of the Contractor making any default or defaults in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of Rs.50,000/- (Rupees Fifty Thousand only) as may be claimed by you as your losses and/or damages, costs, charges or expense by reason of such default or defaults on the part of the contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor has discharged all his obligations under the said Contract and produced a certificate of due completion of the work

under the said Contract and submitted a “No Demand Certificate”. Provided always that this guarantee shall in no event remain in force after the day of ..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of ..... till such time as may be mutually decided between ..... and **National Bank for Agriculture and Rural Development (NABARD)**.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of said Contract and we shall not be released from our liability under this guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part on any indulgence by you to the Contractor or by any variation or modification of said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.50,000/- (Rupees Fifty Thousand only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking of varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the ..... (Name of the supplier).
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waiver all our rights of surety-ship and other rights, if any, which are in way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of the guarantee

- 9.** Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
- 10.** This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 11.** This guarantee shall not be affected by any change in the constitution of the contractor nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
- 12.** Any forbearance, act or omission on the part of the National Bank for Agriculture and Rural Development in enforcing any of the conditions of the said tender or showing of any indulgence by National Bank for Agriculture and Rural Development to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under the guarantee shall be discharged only on intimation thereof being given to the Surety by National Bank for Agriculture and Rural Development.
- 13.** This guarantee is irrecoverable during the period of its currency and shall not be revoked without your previous consent in writing.
- 14.** We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
- 15.** Notwithstanding anything contained herein above
- i) Our liability under this guarantee to be restricted to Rs.50,000/- (Rupees Fifty Thousand only).
  - ii) This Guarantee shall be valid upto .....
  - iii) Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

**16.** We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED  
(For & on behalf of the above named Bank)

For & on behalf of (Banker's Name & Seal)

Bank Address \_\_\_\_\_

**(To be printed on Rs.300/- non judicial stamp paper)**  
**[The empanelled entity to explore e-stamping in case of non-**  
**availability of NJS]**

**ANNEXURE VI**

**Purchase Contract with NABARD**  
**NATIONAL BANK FOR AGRICULTURE AND RURAL**  
**DEVELOPMENT**  
**HUMAN RESOURCES MANAGEMENT DEPARTMENT**  
**GUJARAT REGIONAL OFFICE**  
**AHMEDABAD**

**SUPPLY OF DRUGS & MEDICINES TO ESTABLISHMENTS OF NABARD,**  
**AHMEDABAD**

National Bank for Agriculture and Rural Development (NABARD) has accepted the application for Request for Proposal dated ....., acceptance communicated vide NABARD's letter Ref No..... dated ..... [All the communication and the terms and conditions contained therein shall form a part and parcel of this agreement].

National Bank for Agriculture and Rural Development (NABARD) has selected ..... (Name of the supplier; hereinafter referred to as Chemists for brevity) for supply of medicines to NABARD's establishments at NABARD Gujarat Regional Office, Opp. Municipal Garden, Usmanpura, Ahmedabad 380013.

**Terms and Conditions:**

**1. Performance security guarantee**

The chemist will have to furnish a Performance Bank Guarantee for an amount of **Rs.50,000/- in the form of Bank Guarantee valid for 36 months** issued by a Scheduled Bank in favour of NABARD payable at Ahmedabad as per Annexure V. No claim shall be made against NABARD in respect of interest if any due on Performance Security. The Performance Bank Guarantee should remain valid up to six months beyond the validity of the contract.

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the authorized chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The Performance Security is also liable to be forfeited if the authorized chemists:

- I. Fails to adhere to the terms of the Contract or
- II. Supplies any sub-standard, spurious drugs or substitute medicines
- III. Delays in supplies
- IV. Over charges



## **2. Period of Contract**

The purchase contract will be signed for two year, i.e., from **01 April 2025 to 31 March 2027**. Supply orders will be placed against the contract up to the last date of the contract.

## **3. Indent for and delivery of supplies**

a) On receipt of indent for supply from NABARD, the delivery of supplies in full shall be made at the premises of NABARD to which the indent pertains primarily through 2 modes:

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

Mode 2: Pharmacy delivers the medicines to the NABARD Tower to each staff on their desk

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

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

### **Mode 2: Pharmacy delivers the medicines to NABARD Tower to each staff on their desk**

If an employee or a retiree chooses to take medicines from the dispensary/clinic of the BMO, In that case the person from the Pharmacist collects all the credit slip from the counter near BMO's office and delivers the medicines to NABARD Tower (to particular staff on the same working day before closing time of office i.e 6.00 PM on Mondays and 5.45 PM on Tuesday to Friday. The credit slip may be sent to NABARD for payment.

Note: Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply. Medicines/Drugs that are nearing its expiry date will be returned to the pharmacy.

b) In case of indent for specific brand of medicines, the brand shall not be substituted. In other cases medicines conforming to Schedule M specifications of the Central Drugs Standard Control Organization shall be supplied.

c) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity indented of any particular medicine/drug.

d) Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its

shelf life at the time of supply. Medicines/Drugs that are nearing its expiry date will be returned to the chemist.

e) The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs.

f) The chemist should not stop the supplies of the medicines/drugs without giving 30 days' notice.

#### **4. Presentation of bill**

a) The pharmacy shall present the bills **along with the credit slip on a monthly basis (within 10<sup>th</sup> day of the subsequent month)** to Medical Bills Section, Human Resources Management Department, NABARD Regional Office, Ahmedabad, for the supplies made. Bills should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount percentage, name of manufacturer, Batch No., date of manufacture & expiry date, etc. along with invoice number, GSTIN and any other information required by NABARD.

b) The bill shall be supported by the credit slip in which the name of the item, quantity of item, date and the sign and seal of the prescribing BMO should be clearly visible.

c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above shall not be entertained.

d) The pharmacy is required to upload the bills on the software portal provided by NABARD to the pharmacy. Compliance with NABARD's software is necessary for settlement of bills claimed by the pharmacy.

#### **5. 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 NABARD in respect of interest or damages in case the payment is delayed for any valid reasons.

The payment has to be through ECS for which chemist should give requisite details of bank address, account No. etc.

#### **6. Corrupt, fraudulent or unethical practices**

NABARD 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/pharmacy shall not resort to offering, giving, receiving or soliciting anything of value to influence the action of any official of NABARD in the empanelment process or in contract execution.

b) The chemist/pharmacy shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of NABARD.

c) NABARD will declare a chemist/pharmacy 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 may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any chemist for any of the following reasons:

- (i) Supply of sub-standard/ spurious/ substitute medicines,
- (ii) Delay in supply/ refusal to supply/ non-supply of medicines,
- (iii) Over charging in the bill,
- (iv) In case it is found that any particular medicine's date is expired or is near the date of expiry,
- (v) If the chemist fails to perform any other obligation(s) under the contract,
- (vi) If NABARD feels that 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/pharmacy shall refund the disputed/excess amount already paid by NABARD or replace the medicines in question. NABARD may stop payments due or recover the cost of such supplies from the amounts due to the chemist/pharmacy.

f) NABARD values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, NABARD has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with these principles.

## **7. 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.

## **8. Arbitration Clause**

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

If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1 (one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in

writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Ahmedabad. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties.

#### **9. Authorised Signatory**

All the pages which are submitted to NABARD must be signed by the authorised signatory of the Chemist having acquainted himself with the general conditions laid down by NABARD.

#### **10. Confidentiality**

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

Name of the Supplier

Seal & Signature of Authorised Person

Date