

**NABARD**

**RAIPUR**

Empanelment of Chemist

for Supply of Medicines to

National Bank for Agriculture and Rural Development,

1<sup>st</sup> & 2<sup>nd</sup> floor, Pithalia Complex, KK Road,

Fafadih Chowk, Raipur, Chhattisgarh

Name of the Applicant/Tenderer:~ \_\_\_\_\_

Address:~ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Last Date of Submission:~ 28.02.2018 .Before:~ 2:00PM

EMPANELMENT OF CHEMISTS FOR SUPPLY OF MEDICINES TO NABARD,  
1<sup>st</sup>&2<sup>nd</sup> floor, PITHALIA COMPLEX, Fafadih Chowk, KK Road,  
RAIPUR, CHATTISGARH. PIN-492001

NABARD, Raipur (the Bank), intends to appoint a chemist (hereinafter referred to as Chemists for brevity) for supply of medicines to staff members of NABARD Raipur.

Chemists who fulfil the eligibility criteria and agree to abide by the terms and conditions mentioned in the document should apply in the prescribed pro forma (Annex I). The prescribed pro forma duly filled in along with the necessary enclosures, in a sealed envelope super scribed "**Empanelment of Chemist** for Supply of Medicines to NABARD Raipur" **shall be submitted to** Chief General Manager, NABARD, 1<sup>st</sup> and 2<sup>nd</sup> floor Pithalia Complex, Fafadih Chowk, KK Road, Raipur so as to reach not later than 14:00 Hrs on 28.02.2018

#### I. 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 empanelled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.

(b) 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.

**(c) The chemist should agree to supply all the medicines etc. prescribed by the Bank's Medical Officer (BMO).**

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

(e) The shop / establishment of the chemist should be situated in and around Raipur.

#### II. Terms and Conditions:

##### 1. Scope of work:

The BMO shall issue credit slip in the prescribed format in favour of the employees of the Bank prescribing therein the medicines to be supplied by the empanelled chemist. **Accordingly, the chemist shall supply the medicines prescribed by BMO to the Bank's** employee after obtaining due authentication i.e. name, signature, designation etc. on the credit slip. The chemist shall submit the bill along with the original credit slips on monthly basis for payment.

## 2. Pricing:

The chemist shall quote uniform discount on retail price printed on Strip / Bottle / Unit packed in percentage term in respect of all items of supplies to be made irrespective of their brands or manufacturers. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The Bank will only pay the labelled MRP minus discount offered thereon. The quoted offer shall remain valid for the entire duration of the contract. The chemist shall supply price list of medicines to the Bank for record and for processing the bills.

## 3. Period of Contract:

a) The empanelment shall be valid for a period of three years subject to satisfactory performance.

## 4. Documents establishing eligibility:

The following documents should be submitted along with the application.

i) Copy of valid licence held by the chemist as on the date of application.

ii) Copy of GST registration.

iii) A copy of PAN allotted to the chemist.

## 5. Procedure for application:

Eligible chemists shall submit applications in closed and sealed envelopes super scribed as "**Empanelment of Chemist** for Supply of Medicines to NABARD Raipur".

The chemist will be responsible to ensure that his application is deposited on or before the due date and time. The Bank is not responsible for non-receipt of applications within the specified date and time due to any reasons including postal delays or delay in transit.

## 6. Right to accept / reject any or all applications:

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

## 7. Credit Slip for and delivery of supplies:

a) On receipt of credit slip for supply of medicines issued by BMO, the delivery of supplies in full shall be made before 5.45PM on the same day.

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 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.

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

#### 8. Presentation of bills:

a) The chemist shall present the bill for every month to NABARD Raipur office for the supplies made. The bill shall clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of manufacturer, batch No., date of manufacture & expiry date, credit slip No. with date etc. and any other information required by the Bank.

b) The bill shall be supported by the original credit slip under the name and signature of the officer to whom the credit slip issued, with date etc.

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

#### 9. Payment:

Payment shall be made after submission of the bill on monthly basis. The payment shall to be made through NEFT for which chemist shall submit duly filled in NEFT Mandate Form.

#### 10. Corrupt, fraudulent or unethical practices:

The Bank requires that the chemist observes the highest standards of ethics during the 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 Bank 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 the Bank.

c) The Bank will declare a chemist ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.

d) The Bank may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any 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 the chemist has engaged in corrupt or fraudulent practices in the judgment of the Bank

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. The Bank may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

11. Applicability of best prices:

If the chemist with whom the Bank has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following conditions of sale **similar to those of the Bank's contract, to any person or organization during** the currency of the rate contract, the discount rate applicable to the Bank will be automatically increased with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, will be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 14 (Fourteen) days time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.

12. Indemnity:

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

Place:

Date: (Signature of the applicant)

ANNEXURE I  
NABARD Raipur  
APPLICATION FORM FOR EMPANELMENT OF CHEMIST  
FOR SUPPLY OF MEDICINES

1. Name of the Chemist:
2. Constitution: (Company/ Partnership/ Proprietorship):
3. Details of Registration (Registering Authority; Registration No. & Date):
  
4. Year of Commencement of Business :
5. GST No.
6. PAN No:
7. Whether Manufacturer/ Authorised Distributer/ 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. Mailing Address:
  
11. Whether the chemist holds valid licence/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? Please give details of the licences (please enclose the copy of valid licence)

12. Whether the chemist has been convicted by the State Drugs Controller or any case is pending against the chemist under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time?

13. Whether the billing system is computerized?:

14. Are you agreeable to the best price norm (refer para 11):

16. Names of the Govt./ public Sector/ corporate clients of the chemist for bulk supply of medicines, if any (please enclose copy of work order.)

17. Name and address of the Principal Banker. (Please also give telephone numbers.)

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

Signature:

Name:

Date:

Enclosures:

- i) Copy of valid licence.
- ii) Copy of GST registration.
- iii) A copy of PAN.

S No	Details	Discount offered by the Agency on MRP of medicines as percentage (%)
1	Supply of medicines prescribed by Bank Medical Officer <b>to the Bank's employees</b> based on prescriptions through credit slips, by collecting the credit slips daily from NABARD Regional office(except Saturday, Sunday and holidays) and delivering the medicines at NABARD Regional office on the same day before 5.45PM	.....%

I am enclosing

- i) Copy of valid licence.
- ii) Copy of GST registration.
- iii) A copy of PAN.

Name:

Date:

Seal: