

ENCLOSURE-VIII

Checklist of Submission of Application for Empanelment for TAXI HIRING Vendors Only

S No.	Particulars	Submitted (Yes/No)
1	The application duly filled in submitted in sealed envelope as described above	
2	The application submitted on applicant's letterhead as per given format in Enclosure XI	
3	Application super-scribed as "Application for EMPANELMENT OF CAR RENTAL AGENCIES/ VENDORS/ SERVICE PROVIDERS FOR HIRING OF CARS/ VEHICLES BY NABARD" on the cover and addressed to General Manager/ Officer In Charge, NABARD, NABARD Tower, Regional Office, 24 Rajendra Place, New Delhi-110125	
4	Copies of work orders, completion certificates in support of experience of car hiring services (on as and when required basis)	
5	Copies of IT returns or balance sheet and profit & loss statements for the previous three years, duly certified by a practicing Chartered Accountant, in support of Average Annual Turnover OR CA's Certificate submitted	
6	Copy of Permanent Account Number (PAN) of the Proprietor/ Partnership Firm/ Private Limited Company/ Limited Company or Cooperative Body attached	
7	Copy of details of Registrations, if any, (i) Under Companies Act/ Cooperative Societies Act, (ii) GST - enclosed	
8	Information duly furnished in Enclosure X along with supporting documents	
9	Bank details furnished in Enclosure XII	
10	Copy of cancelled cheque enclosed	
11	Copies of the RC books regarding proof of ownership of minimum 10 cars of 2018 make onwards.	
12	Banker's Certificate	

Note: Checklist is indicative only. Applicant is requested to go through the application format carefully before submission, and submit all the information/ documents required.

Enclosure – IX

General description of works / Terms & Conditions

1. Hiring of cars at NABARD, New Delhi located at NABARD Tower, 24, Rajendra Place, New Delhi-110008 for local as well as outstation trips/ tours.
2. The cars provided by you will be maintained neat and tidy and will have proper upholstery. The bank may return the vehicles or levy a penalty of 20% of bill value for non-compliance. The agency will also ensure that the cars are maintained in good running condition and in case of any breakdown during mid-way, the agency will arrange for a substitute vehicle to drop the officials at the destination at no extra cost.
3. The cars will be provided with mineral water bottles (of reputed brands like Bisleri, Aquafina, or Kinley), newspaper (English) and hand towels / boxes of paper napkins.
4. The cars will have all necessary documents like copies of RC book, Insurance, Pollution Under Control Certificate, Other Certificates and necessary Permit, etc. while on duty.
5. The drivers will be well trained/ experienced/ dressed in uniform and in possession of valid driving license and mobile telephone.
6. Drivers will always be available with the cars and would not proceed for lunch etc., without obtaining permission of the concerned officials.
7. The drivers will carry proper placards (made of fibre or sturdy material) indicating clearly the name of the officials and organization etc., when they proceed to the airport / railway station for receiving the officials. The agency should invariably communicate the name of the driver/ his mobile number and vehicle number to the concerned official(s) and booking officer at New Delhi RO well in advance.
8. Booking of cars will be done by authorized officials.
9. The duty-slip will be invariably signed by the officials using cars and opening/ closing kilometers, Time and place where the vehicle is relieved by the official must be indicated. The bills will not be settled unless the signed duty slip is attached with.
10. All the incidental charges like parking charges, toll charges, etc., will be borne by agency and included in the relevant bills.
11. In case of outstation tours, drivers should carry sufficient cash/fuel card etc., and on no account the officials using the cars be made to pay for any amount towards fuel charges/toll charges/parking charges. Also the fuel tank should be filled up before reporting for duty. On no account should the vehicle be stopped during visits at petrol pumps to fill up.
12. On receiving the booking you will immediately contact the user through SMS indicating that their booking is with you. Also, one SMS and phone call confirming the vehicle and driver details etc. will be made on the day of travel at least 08 hours prior to the scheduled time.
13. The bills will be raised on a monthly basis and would be settled normally within a period of 10 working days. All payments will be made through e-payments after due statutory deductions.
14. The agency will ensure that the vehicles reach at the desired destination well in advance and that all the drivers and other staff are polite and prompt in their behavior /dealing.

15. For deficiency in services and serious inconvenience caused to the Bank and its officials or to those for whom Bank directs to provide services, penalty not exceeding 10% of the estimated bill for the relevant instance will be imposed. However, the Bank will impose the penalty after giving due notice. In case of dispute, the OIC's verdict will be final and binding. It will be the sole responsibility of the contractor to provide taxis / vehicles as and when requisitioned by the Bank during night / early morning without prejudice. Any delay will attract penalty as deemed fit by the Bank.
16. The agency will ensure and comply with all the regulations of the Regional Transport Office and other safety and security regulations that are in vogue and be responsible for any deviation /non-adherence to the rules /regulations in place. NABARD shall not be responsible in any manner, whatsoever, in the event of non-compliance with the various statutory requirement in force and the onus will lie solely with the agency.
17. NABARD reserves the right to extend the tenure of the agreement, if mutually agreed upon by both the parties.
18. The agency will provide vehicles of 2018 make onwards to NABARD.
19. In case of absence of any of the items mentioned above at 3 & 4, penalty of Rs.100/- per item may be levied.
20. The Bank reserves the right to inspect the services of the vendor/contractor to verify the genuineness and to ensure the conformity with the details furnished in the application.
21. The contractor will also have to make alternate arrangements in case of breakdown of his vehicle(s). In case of failure, the contractor will be responsible to compensate all expenses incurred by the bank in this regard and the same will be deducted from the bill of the contractor. Decision of the Bank in this regard will be final and binding on the operator. Such compensation may be in addition to any penalty imposed under Para 19 above. Penalty and compensation, if any, will be deducted from the pending bill of the contractor.
22. Empanelment will not be a guarantee for getting orders for supply of vehicles from the bank. Even after empanelment banks reserves the right to order for supply of vehicles based on performance only.
23. The contractor shall provide vehicle /taxi on written or verbal instructions over phone within the time specified therein. The contractor shall also be required to provide vehicle/ taxi at short notice from the Bank (say within an hour in case of emergency). In case the contractor fails to provide taxi on bank request, either verbal over phone or written, the bank shall be free to remove the contractor from the panel of transport providers.
24. The contractor shall arrange to obtain police verification certificate regarding the antecedents of the persons engaged by them at their own cost.
25. The contractor shall ensure that the cars provided should not be more than 04 (four) years old and should be Euro/Bharat stage IV compliant under pollution control. The contractor should convey without fail the car details i.e. car make & colour, car registration No., driver's name and his mobile number to officials of Car Desk and to the user of the car through telephone and through SMS.

26. The contractor shall ensure that the vehicles reach at the correct time, correct place and all the drivers and other staff are polite and prompt in their behaviour/dealing.
27. In case the contractor is not able to provide the category of car for which booking has been made by the Bank, he has to provide higher category of vehicle. However, payment will be made for the category of vehicle booked by the Bank.
28. **Indemnification:** The contractor shall indemnify the Bank for any loss or damage caused by the driver/s deployed by the contractor that occurs to person or building or third party during the period of contract. In absence of the above, the Bank reserves the right to recover the cost of loss or damage suffered by the Bank from the pending bill of the contractor or through recovery mode.

Signature of the Applicant

Official seal of Applicant

General Instructions to applicants / Terms & Conditions

1. The empanelment will remain in force till 31 March 2024 subject to annual review every year. NABARD reserves the right to remove such vendor / service provider from the empaneled list, if the services provided by the vendor / service provider are found to be unsatisfactory or at any time it is found that the information provided for empanelment or for any quotation is false,
2. The agency should have a permanent registered office/ garage (owned or rented) in a reputed locality in New Delhi **within the radius of 08 km from NABARD New Delhi Office, 24, Rajendra Place, New Delhi-110125 or within the radius of 08 KM from T1 & T3 Airport terminals of IGI Airport, New Delhi.**
3. The agency must have sufficient number of well-maintained vehicles, experienced personnel, technical know-how and other resources to complete the awarded work well in time and as per the specifications given by the Bank.
4. The agency must have an experience of having successfully completed similar works/ services in the last seven years (as on 31.03.2021). At least one work should have been contracted with Autonomous body/ PSU Bank/ Financial Institution or any other reputed institution.
5. The agency may submit performance certificates from persons/ entities/ institutions for whom the agency has worked in the past.
6. NABARD reserves the right to inspect the facilities of the vendor to verify the genuineness and to ensure conformity with the details given in the bid.
7. NABARD reserves the right to reject any or all the applications without assigning any reason whatsoever thereof and will not entertain any correspondence.
8. Disputes or differences whatsoever arising out of or relating to the construction, meaning, scope, operation or effect of the agreement or the validity or the breach thereof shall be resolved amicably between the NABARD's representative and the agency/ agency's representative. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties. The venue of the arbitration shall be at Delhi.
9. Agency, Vendors, Suppliers, Contractors and Service Providers, etc. desirous of being empaneled in the Bank's approved list and those who are fulfilling the eligibility criteria as mentioned above may apply on or before the due date. Agency/ Vendor will be responsible to ensure that the application reaches the Bank on or before the due date and in time. Applications received after due date and time and incomplete in any respect, are liable to be rejected without any notice.
10. Application form can be downloaded from the website **<https://www.nabard.org> or <https://eprocure.gov.in>**. The empanelment documents duly filled may be submitted as under: - Envelope containing the empanelment documents / request should be sealed and super scribed as "Empanelment Request for Hiring of Car" and

must be addressed and submitted to:

The General Manager / Officer in Charge,
NABARD,
5th Floor, DPSP New Delhi RO,
24, Rajendra Place,
New Delhi – 110008.

11. The empanelment documents / request will be opened at the date and time mentioned earlier in this document, in the presence of the representatives of the parties, if any.
12. Vendors who qualify for empanelment will be subsequently provided a format for quoting rates of various cars / taxis as mentioned earlier in this document and those vendors, quoting / accepting the best rates may be issued offer letters for supplying cars / taxis to NABARD on 'as and when required basis'.
13. The applicant vendor preferably may have own office/sub office at New Delhi and must have 24 X 7 booking desk.
14. The applicant vendor should have an account in a scheduled commercial bank/ bank on CBS platform.
15. The Agency/ vendors **who are already empaneled by NABARD are also required to apply afresh if they wish to continue on the panel.**
16. All payments will be made by NABARD through electronic clearing system and electronic fund transfer. For this purpose, the information in Enclosure XII may please be enclosed.
17. Intending applicants are required to furnish details about their Agency, technical experience, competence and evidence of their financial standing as per Enclosure X in order to be considered for empanelment.
18. While deciding upon the selection of Contractors, emphasis will be given on the ability and the competence to render quality service in accordance with the specifications and within the time schedule.
19. Information furnished in the proforma will be kept confidential.
20. The entire application form and each part of the proforma shall be signed by a person on behalf of the Agency, who is duly authorized to do so.
21. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed stating therein the Performa's enclosure number of item. **Satisfactory completion certificates for works done for different reputed organizations should be furnished along with the application.**
22. Clarification, if any, may be obtained from Assistant General Manager/ Manager/ Asst. Manager, NABARD, Regional Office, New Delhi, Phone Nos. 011-41539357 on any working day **between 10.00 AM and 05.00 PM.**

Last date for submission of the quotations – as per date and time mentioned earlier in this document.

INSTRUCTIONS TO THE APPLICANTS

1. All empanelment papers should be serially numbered on the top right hand corner of every page.
2. All pages of the empanelment documents should be duly signed and stamped by the authorized signatory of the applicant. The empanelment documents should be submitted in original. Empanelment documents not submitted in original will be rejected.
3. The applicant should submit all requisite documents in support of information furnished in the empanelment documents.
4. Tenders should be submitted super-scribed with the name of the work and technical / financial bid on the envelope. They will be received up to the date and time mentioned earlier in this document, and will be opened on the same day in the presence of the bidders who choose to be present.
5. NABARD, New Delhi RO does not bind itself to accept the submitted applications / documents.
6. Vendors who qualify for empanelment will be subsequently provided a format for quoting rates of various cars / taxis as mentioned earlier in this document and those vendors, quoting / accepting the best rates may be issued offer letters for supplying cars / taxis to NABARD on 'as and when required basis'.

Signature of the Applicant

Official seal of Applicant

TECHNICAL BID

1. Copies of the RC books regarding proof of ownership of minimum 10 cars owned by proprietor or legally attached to the firm.
2. Copies of the current contract/agreement/work order from Public Sector Banks/Public Sector Undertaking/State/Central Government Departments entered into during preceding 03 years.
3. IT Returns for the preceding 03 years.
4. Copy of General Terms and Conditions duly agreed upon and countersigned by the bidder.

Submitted

Signature of the Applicant

Official seal of Applicant

ENCLOSURE-X

Basic Information

A. General Information

1	Name of the applicant Agency / vendor/supplier/ service providers	
2	Address for communication and contact details	
3	Telephone number (landline)	
4	Telephone number (mobile)	
5	Type of the Agency (whether sole proprietorship, partnership, private limited or limited company or cooperative society, etc.)	
6	Name of the proprietor/partners or directors in the organisation	1. 2. 3. 4.
7	Details of Registration – (whether partnership firm, company, society, etc.) Registering Authority, Date, Registration No., etc., mentioning the business/activity of the firm (A copy to be enclosed)	
8	Whether empaneled with Government/ Semi Government/ Municipal Authorities or any other organization and if so, give the details of the same and nature of contract.	
9	Number of years of experience in the field/ trade applied for (give separate for each trade). A list of important assignments may be indicated for the same along with supporting documents.	_____Years
10	Whether the agency has provided service to NABARD in the past. If so, whether the agency could provide service satisfactorily.	
11	a. Agency's New Delhi address along with contact details/ designation of the person in charge.	

	b. Garage address through which the contract will be handled	
	c. Distance in km of the garage from NABARD Office, 24 Rajendra Place, New Delhi	
	d. Distance in km of the garage from T1 & T3 Airport terminals of IGI Airport, New Delhi.	
	Number of owned cars of 2018 onwards make	
B. Financial Information		
13	Permanent Account Number (PAN) of the proprietor/ partnership firm/ private limited company/ limited company/ cooperative society (Copy of PAN to be attached)	
14	GST No. (enclose copies of relevant documents)	
15	IT Returns OR Balance sheet and profit & loss statement for the previous three years, duly certified by a practicing Chartered Accountant in support of Average Annual Turnover OR Banker's Solvency Certificate in proof of having adequate financial standing.	
16	Annual turnover during the last three years	2018-19 (Rs.....) 2019-20 (Rs.....) 2020-21 (Rs.....)
17	Details of any litigation that the agency has experienced in the past while executing the similar type of contract.	
18	Details of civil suit arisen in the contracts of works executed, if any.	
19	Number of supplementary sheets attached to Enclosure X	

Place:

Date:

Signature of the Applicant

ENCLOSURE-XI

To be submitted on Contractor's own Letterhead

No.

Date:

General Manager/ Officer In Charge
NABARD, NABARD Tower,
Regional Office, 24 Rajendra Place,
New Delhi-110 125

Dear Sir,

**NOTICE FOR EMPANELMENT OF CAR RENTAL AGENCIES/ VENDORS/
SERVICE PROVIDERS FOR HIRING OF CARS/ VEHICLES BY NABARD, NEW
DELHI REGIONAL OFFICE, NEW DELHI**

1. With reference to your advertisement in the Newspaper, as per date and time mentioned earlier in this document, for the Empanelment of Contractors, I am / We are pleased to offer myself / ourselves to be empaneled under “**SERVICE PROVIDERS FOR HIRING OF CARS/ VEHICLES**” in your organization.
2. I am / We are already registered with “.....” (write the name of Govt./ Semi Govt./ Govt. Undertakings with which the Applicant is registered) under class/category_____. All the other desired information, documents and certificates as required by you, are enclosed herewith in the prescribed proforma for your perusal.
3. I/We have read and understood the Empanelment Notice and Instructions appearing in the application format and I/We understand that if any false information is detected at a later stage, any future contract made between me/ ourselves and NABARD, on the basis of the information given by me/us, will be treated as invalid by NABARD.
4. I/We agree that the decision of NABARD, Regional Office, New Delhi in selection of the Contractors will be final and binding on me/us.
5. All the information furnished in this application as also under **Enclosures X,XII, XIII, XIV, XV and XVI** is correct to the best of my/our knowledge.

6. I/We also agree that I/We have no objection if enquiries are made about the works listed by me/us in the accompanying sheets or any other inquiry on the information furnished herewith in the accompanying sheets.

7. I / We, therefore, request you to kindly do the needful to empanel me/ us.

Thanking you

Yours faithfully

**(Signature of Authorized person on behalf
of the Firm / Agency / Contractor)**

ENCLOSURE-XII

Details of Bank Account

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note : A copy of cancelled cheque in respect of the above account which is operated by the vendor must be enclosed.

ENCLOSURE-XIII

Form of Bankers Certificate from Scheduled Bank

This is to certify that to the best of our knowledge and information M/s./Sri

_____ having marginally
noted address, a customer of our bank are/is respectable and can be treated as good for
any engagement up to a limit of Rs..... (Rupees..... only).

Name of the Firm/Agency/Contractor	
Category (Individual/partnership/proprietor/ company etc.)	
Registered Address of the Firm	
Name of the Bank's branch and Address	
IFSC Code of the Bank's Branch	
Type of Account (Current/Saving/Cash credit)	
Account Number	
PAN Number	
Other details if any	

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

Signature

For Scheduled Bank

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to

General Manager/ Officer in Charge
NABARD,
Regional Office,
NABARD Tower, 24 Rajendra Place,
New Delhi-110 125

In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

ENCLOSURE-XIV

Previous Experience

A. List of important similar contracts executed by the agency during last 03 years:

Name of the work	Name and address of Autonomous bodies/Bank or Financial Institutions or any other reputed organization	Nature of work	Location	Name and full address of office under whom work was carried out	Amount	State whether work was left incomplete, or contract was terminated by the either side, giving details thereof
1	2	3	4	5	6	7

B. List of important similar contracts on hand

Name of the work	Name and address of Autonomous bodies/Bank or Financial Institutions or any other reputed organization	Nature of work	Location	Name and full address of office under whom work was carried out	Amount	State whether work was left incomplete, or contract was terminated by the either side, giving details thereof
1	2	3	4	5	6	7

Date:

Place:

Signature of the applicant

ENCLOSURE- XV

Client's Certificate on performance of Contactors

Name of Client with full address:

Details of work executed by: Shri/ M/s

S No.	Particulars	Remarks
1	Name of work with brief Particulars	
2	Agreement No. and date	
3	Agreement amount Rs.	
4	Whether the contractor employed qualified staff	
5	(i) Quality of work (indicate grading)	Outstanding / Satisfactory / Poor
	(ii) Did the contractor go for Arbitration?	
	(iii) If yes, total amount of claim	
	(iv) Total amount awarded	
6	Comments on the capabilities for	
	a) Car/ vehicle hiring services	Outstanding / Satisfactory / Poor
	b) Financial soundness	Outstanding / Satisfactory / Poor

c) Mobilization of manpower	Outstanding / Satisfactory / Poor
d) Skills and behavior of drivers	Outstanding / Satisfactory / Poor

Note: All columns should be filled in properly please tick one of the multiple options.

Signature of the reporting officer with office seal

“Countersigned” with office seal

ENCLOSURE-XVI

List of vehicles owned or legally attached with the agency

S No.	Vehicle Make	Registration Number	Taxi Permit Number (if any)	Year of Manufacture	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

1. Mention other points, if any, to show technical and managerial competency to indicate any important point in your favour.

2. 24 X 7 Booking Desk / Designated staff should be available. Mention contact number of designated staff.

Signature of the applicant with full address and Office Seal.

ENCLOSURE-XVII

NOTICE FOR EMPANELMENT OF CHEMISTS FOR SUPPLY OF DRUGS & MEDICINES TO DISPENSARY OF NABARD, NEW DELHI

National Bank for Agriculture and Rural Development (NABARD), intends to prepare a panel of chemists (hereinafter referred to as Chemists for brevity) for supply of medicines to NABARD's dispensary at Delhi. The panel will be valid for a period of two years i.e. from 01 April 2022 to 31 March 2024, subject to satisfactory performance.

NABARD invites applications from such Chemists who are interested in inclusion in the panel. Chemists who fulfil the eligibility criteria and agree to the other terms and conditions mentioned in this document should apply in the prescribed form Enclosure II. Duly completed applications along with the necessary enclosures, in a sealed envelope should be submitted latest by 03.00 p.m on 01 March 2022 at the address mentioned below:

The General Manager,
NABARD Towers
24, Rajendra Place
New Delhi -1100125

NABARD reserves the right to accept any or reject any or all of the applications received without assigning any reasons.

I. Eligibility

(a) The chemist must hold valid licenses as on the date of application in specified forms 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 have an annual minimum turnover of Rs. 15 lakh for the last three years.

(d) The chemist should have undertaken a similar business arrangement i.e. empanelment for supply of medicines with at least one Govt. / Semi-Govt. / Public Sector organization during the last two years.

(e) The chemist should agree to supply the medicines and consumables that NABARD indents irrespective of the brands or manufacturers. Failure to do so after execution of the purchase contract as described elsewhere in the document will result in automatic forfeiture of the Performance Guarantee.

f) The chemist should not have been debarred / black-listed by any Govt. / SemiGovt. / Public Sector organization.

(g) The shop / establishment of the chemist should be situated in Delhi.

(h) GST registration certificate should be available with the chemist.

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

II. Terms and Conditions

1. Scope of work

The Bank Medical Officer (BMO) shall issue credit slip in the prescribed format in favour of the employees (serving/retired staff) 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.

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. NABARD will pay only the quoted rates. The quoted offer shall remain valid for the entire duration of the contract.

3. Period of Contract

The empanelment contract shall be for a period of two years subject to satisfactory performance.

4. Documents establishing eligibility

The following documents should be submitted along with the application.

- i) Self attested copies of valid licences 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

All pages of this document must be signed with seal at the bottom and sent together with duly filled in application form attaching all specified documents. Eligible chemists may submit applications in closed and sealed envelopes superscribed as "Application for Empanelment of Chemists for Supply of Medicines" accompanied by the copies of documents as indicated at item No. _____ of the Notice. Applications should be addressed to the General Manager, NABARD, NABARD Towers, 24, Rajendra Place, New Delhi – 1100125.

The chemist will be responsible to ensure that his 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 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. 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 panel at any time, without assigning any reasons thereof. NABARD's decision in this regard shall be binding and final. The General Manager, NABARD, New Delhi Regional Office has the right to modify / alter any requirements in this document at his discretion in the interest of NABARD as deemed appropriate by him. His decision in this regard shall be final.

7. Indent 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 5.15PM 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 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 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 to NABARD, New Delhi RO for the supplies made. The bill should 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, indent No. with date etc. and any other information required by NABARD.
- b) The bill shall be supported by the original indent along with the certificate from the authorised official of NABARD in charge of the dispensary under his/her signature, with date, seal of the office for receipt of the items indented.
- 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

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 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.
- 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.
- c) NABARD 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 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 shall refund the disputed/excess amount already paid by NABARD, replace the medicines in question. NABARD may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

11. 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 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.

12. Disputes

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 and the Chemist 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 the General Manager, NABARD, New Delhi RO, who shall give written award of his decision to the Chemist. The decision of the General Manager will be final and binding.

