

**National Bank for Agriculture and Rural Development Chhattisgarh
Regional Office, Raipur**



NABARD

**EMPANELMENT OF LOCAL CHEMIST FOR SUPPLY OF MEDICINES/ DRUGS
UNDER CREDIT SLIP ARRANGEMENT TO NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT CHHATTISGARH REGIONAL OFFICE
For the period 01 Aug 2025 to 31 March 2027**

National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office located at Plot No. 01, Sector 24, Atal Nagar, Naya Raipur, Chhattisgarh-492018 intends to empanel chemist for supply of medicines under credit slip arrangements for the serving, retired staff and their dependent family members.

National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office invites applications through the Government e-Marketplace (GeM) portal from reputed Chemists through participation in GeM Portal. Chemists who fulfil the eligibility criteria and agree to the terms & conditions mentioned in this document should submit their application in the prescribed application form cum Technical Bid and Financial Bid **through the GeM portal only.**

TENDER SCHEDULE

1.	DATE & TIME OF ISSUE OF TENDER	<i>Date: 26 June 2025</i>
2.	PRE-BID MEETING	<i>Date: 30 June 2025 Time 03:00 PM</i>
3.	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	<i>Date: 17 July 2025 Time 03:00 PM</i>
4.	DATE AND TIME OF OPENING OF TECHNICAL BIDS	<i>Date: 17 July 2025 Time 3.30 PM</i>

PART – I

TECHNICAL BID

**NOTICE FOR EMPANELMENT OF LOCAL CHEMIST FOR SUPPLY OF MEDICINES/
DRUGS UNDER CREDIT SLIP ARRANGEMENT TO
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
CHHATTISGARH REGIONAL OFFICE.**

Ref. No. NBCGRO.DPSP / 44363 /DPSP-9/Supply of Medicine/ 2025-26

Date: 26 June 2025

1. National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office invites applications through the Government e Marketplace (GeM) portal from reputed Chemists/ Pharmacy for supply of medicines. Chemists/Pharmacy/E- Pharmacy companies who fulfil the eligibility criteria and agree to the terms & conditions mentioned in this document should submit their application in the prescribed application form cum Technical Bid and Financial Bid through the **GeM portal only**. The empanelment will be towards supply of medicines under credit slip arrangements for the serving, retired staff, and their dependent family members at the following locations:

Sr. No.	Location	Staff Category
i.	National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh RO at Plot No. 01, Sector 24, Atal Nagar, Naya Raipur, Chhattisgarh-492018	For Serving staff & their dependents
ii.	NABARD Visiting Officers Flat (VOF), Building No. 13 (Flat No. 103), Ashoka Ratna Apartments, Vidhan Sabha Road, Adarsh Nagar, Raipur, Chhattisgarh- 492007	For Serving staff & their dependents & For Retired staff and their dependents

The contract will be **valid till 31 March 2027 from the date of empanelment**, subject to satisfactory performance.

NB: The expected procurement for the period would be Rs. 25.00 lakh. The procurement is on need and actual basis. Hence, this should not be considered as a committed value as this subject to increase or decrease for the total duration of the contract.

- b. The Bidders shall deposit **Earnest Money Deposit (EMD)** of **₹50,000/- (Rupees Fifty Thousand Only)**, by directly crediting the amount in our Current Account as per the details given below, failing which, their Bid shall be rejected. No interest shall be paid on the EMD submitted by the bidders.

Name of Account	National Bank for Agriculture and Rural Development
Bank Name	NABARD
Branch Name	Head Office, Mumbai
Account Number	NABADMN39
IFS Code	NBRD0000002

- c. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidder.

- d. A copy of the acknowledgement crediting our Account along with tender document is to be submitted failing which the Bid will not be considered for acceptance.
 - e. MSME registered bidders will be exempted as per prevailing Government instructions upon submission of proof.
 - f. The successful bidder will be required to submit **@2%** of the accepted value of tender, as **Performance Security/Retention Money Deposit (RMD)/Electronic Performance Bank Guarantee (E-PBG)**, worked out as **₹50,000/- (Rupees Fifty Thousand only)** in our current account mentioned at 1 (b) within 15 days of award of work, which will be reckoned towards the Security Deposit and shall be refunded after 06 months from the date of the satisfactory completion of work order and will not bear any interest. The EMD of the successful bidder may be adjusted towards the RMD.
 - g. The Security Deposit will be liable to be forfeited in case the Chemist commits any breach of any terms & conditions of the contract or fails to complete the work/ service.
2. The Tendering will be under Two-bid system on the GeM portal only. The **PART– I (Technical Bid)** of the tender shall contain Technical Qualification bid, and terms & conditions in the prescribed tender document. The **PART – II** of the tender shall contain only the **Financial Bid** (Discount offered) in the prescribed format in GeM. No other terms & conditions should be there in the Financial Bid.
 - b. It may be noted that Bidders must not submit any financial bid related data along with the Technical Bid. In such cases, the Technical Bid will be **summarily rejected**.
 - c. Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NABARD, are liable to be rejected.
 3. Further, it may be noted that those chemists whose Technical Bid is found suitable as per eligibility criteria, which are given in Section – I, will only be eligible for opening of their respective Financial Bid for further tendering process.
 4. The Chemists should quote **maximum uniform discount (in percentage terms)** on the Retail Price printed on the strip/ bottle/ unit pack, etc in respect of all items of supply is to be made under the contract irrespective of their brands or manufacturers.

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

5. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to “The Chief General Manager, National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office, Plot No. 01, Sector 24, Atal Nagar, Naya Raipur, Chhattisgarh-492018 or through representation module on GeM portal. The Chief General Manager, NABARD, Chhattisgarh Regional Office will review the same and will issue clarifications, if deemed necessary, to all the tenderers which will become part of the Contract Document. NABARD, Chhattisgarh Regional Office will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD, Chhattisgarh Regional Office

before 03 (three) working days prior to the date of submission of the Tender. Validity of offer should be 90 days from the date of opening of the Financial Bids. However, the discount rate (%) quoted by the successful bidder would remain firm until the end of the contract period.

6. NABARD, Chhattisgarh Regional Office reserves the right to empanel more than 01 (one) Chemist.
7. NABARD, Chhattisgarh Regional Office reserves the right to divide and distribute the work to more than one chemist. In such cases, the decision shall be solely at the discretion of the NABARD, Chhattisgarh Regional Office.
8. The bidder with highest discount rate quoted will be offered the contract for supply of medicine.
9. This document will be available on the GeM portal, CPPP portal and the Tender documents can also be downloaded from our website www.nabard.org.

10. Eligibility Criteria

- a) The Chemist must hold valid licenses as on the date of application in specified forms (**Form 20, 20-B, 21, 21-B & 21-C**) for various categories of Allopathic Drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act 1940 as applicable and any other law in force. They must hold all other licences, clearances and permissions as may be necessary to carry out the trade of dealing with/ selling of medicines. **The empanelled chemists shall ensure and undertake that their licences remain valid till the end of the contract period.**
- b) Chemists intending to participate in this tender must be duly registered with the Pharmacy Council of India or the Chhattisgarh State Pharmacy Council.
- c) Proof of **registration** must be submitted along with the tender documents to ensure compliance with regulatory standards.
- d) The Chemist must comply with all applicable laws and regulations, including but not limited to the Drugs and Cosmetics Act, 1940, the Consumer Protection Act, 2019, and relevant local and state regulations. Submission of the tender constitutes an affirmation of adherence to these legal obligations.
- e) The Chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act & Rules (**Letter of Undertaking is to be furnished**).
- f) The **Annual Turnover** of the Chemist during each of the last three years shall **not be less than ₹ 7.5 Lakh**.
- g) The Chemist must **not have been debarred/ black-listed** by any Government/ Semi Government/ Public Sector Organisation (declaration is to be submitted on a Rs. 100/- non-judicial stamp paper).
- h) The shop/ supply chain / establishment, etc of the Chemist should be situated **within the limits of Raipur Municipal Corporation/ Naya Raipur**.

- i)** The Chemist should agree to supply and deliver all the medicines prescribed by the National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office's Medical Officer (BMO) as mentioned at Page no. 03 of this tender document.
- j)** The Chemist should have a computerised billing system mentioning GSTIN therein.
- k)** The Chemist should have a valid registration for GST, PAN, Trade Licence and Drug Licence (*copies of the mentioned registrations are to be submitted for verification*).
- l)** The Chemist shall submit copies of duly audited Balance Sheet/ Profit & Loss A/c and last 03 (three) years of Income Tax Return (ending 31.03.2024).
- m)** The Chemist should have more than 01 (one) distribution points at Raipur/ Naya Raipur to provide medicine within 24 hours of being prescribed by our BMO.
- n)** Solvency Certificate as per Annexure III issued by competent authority/Bank has to be submitted by the chemist.

11. Scope of Work

A. Credit Slip and Medicine Supply

- i.** Bank Medical Officer, National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office will issue a 'Credit Slip' for the supply of medicines on all days. The chemists will deliver the medicines/ drugs at the agreed time and place as well as rates on the basis of the credit slips/ requirement issued from time to time by the bank. The medicines may be issued against the credit slip only. Medicines issued by the chemist against any other forms will not be eligible for payment.
- ii.** 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.
- iii.** Chemist will be advised about the medicines to be supplied by furnishing a copy of the credit slip by e-mail/WhatsApp, or through any other media. 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 and the signed/acknowledged hard copy of the Credit Slip is to be collected after delivery of medicines from the concerned staff/retiree or dependent.
- iv.** Medicines may be supplied by the Chemist at any other location (other than the locations mentioned at page No. 3 of this tender document), if requested by the Staff/Retired staff. For this, the Chemist may charge reasonable fee/courier charges in consultation with the Staff/Retired staff making such requests. No claim for such fee/courier charges will be borne by NABARD.
- v.** Any theft, breakage, missing of medicine during transport will be the sole responsibility of the Supplier/Chemist and NABARD will not bear any expenses for the same.

B. Pricing

- i. The Chemist should quote a uniform discount on the retail price printed on the strip/ bottle/ unit packed in respect of all the items of supplies to be made under the contract irrespective of their brands or manufacturer (Financial Bid).
- ii. The **discount rate of 10%** is the benchmark i.e. minimum discount rate. All the Bidders shall quote their discount rate above the benchmark rate. The rates shall be maximum discount on MRP basis. This discount shall remain uniform throughout the contract period.
- iii. It should be noted that the liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The chemist will also have to bear all the expenses, etc. connected with proper packaging, carting, transportation, etc, in connection with supply to any place specified by National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office from time to time.
- iv. National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office will pay only the MRP (inclusive of GST) minus discount offered (net of TDS, if applicable) as agreed upon.

C. Period of Contract/ Empanelment

- i. The period of empanelment shall be valid **till 31 March 2027 from the date of empanelment**, subject to satisfactory performance.
- ii. The contract is liable to be forfeited if the empanelled chemist:
 - a. Fails to adhere to the Terms & Conditions of the contract.
 - b. Delivers any sub-standard, spurious drugs or substitute medicines.
 - c. Delays in supplies.
 - d. Over charges.
- iii. Note – Orders received even on the Last date of the contract should be honoured in accordance with the Terms & Conditions, even if the contract period stands expired on the date of supply of medicines.
- iv. The empanelment may be extended for a smaller period subject to exigencies, with mutual agreement of supplier and NABARD beyond the empanelment period at the same terms and conditions. Considering the Services being “Highly Essential Category”, the Chemist has to intimate NABARD prior 02 month in advance regarding termination of contract.

D. Procedure for Application

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

E. Pre-Bid Pre-Contract Integrity Pact

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

The tenderer must enter Pre-contract Integrity Pact at his own cost on an Rs.200/- non judicial stamp paper with the Bank as per the format given, to become eligible to participate in the tender.

The pre-contract Integrity Pact should be submitted on the GeM portal (coloured scanned copy only) and original copy may be submitted to - "The Chief General Manager, NABARD, Chhattisgarh Regional Office located at Plot No. 01, Sector 24, Atal Nagar, Naya Raipur, Chhattisgarh-492018 on or before the opening of the Technical Bid.

It would be a preliminary qualification and bid documents will not be considered or will be rejected in the absence of the Integrity Pact. The copy of the Integrity Pact must be submitted by technically qualified bidders to NABARD, Chhattisgarh Regional Office before the opening of Price Bid. The Hard copy of the Integrity pact will be obtained

F. Authorised Signatory

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

G. Right to Accept/ Reject any or all applications

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

H. Indent for and delivery of supplies

- i. On receipt of credit slip from National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office, the delivery of supplies in full shall be made to the staff for whom the credit slip is issued.
- ii. Supplies are required to be made in original packing of manufacturer. The packaging should approximately be nearest to the total quantity ordered of any medicine.
- iii. Every medicine has its own shelf-life mentioned on the label of medicine. The shelf-life **should not have passed more than half of its shelf-life at the time of supply** otherwise will be returned to the chemist.

- iv. The delay in supply of medicines **should not be more than 24 hours** from the receipt of the credit slip. In case of Life-saving critical medicines, the delay **should not be more than 03 hours**. In case of medicines supplied to location outside Raipur, the despatch has to be done within 24 hrs of sharing the credit slip.
- v. In case of indent for specific brand of medicines, when medicines are not immediately available with the Chemists, then the Chemists shall arrange for supply of the medicines from other pharmacy stores/ e- pharmacy **within 24 hrs** timeframe.
- vi. In special circumstances, medicines conforming to **Schedule M** specifications of the Central Drugs Standard Control Organisation may be supplied as a substitute, only after seeking **prior approval** from the Bank Medical Officer (BMO) of NABARD. The counter signature of the staff/retiree/dependent may be obtained on the credit slip against the replacement drugs during the delivery of medicines.
- vii. The Chemist shall issue 'Not Available Slip', only after exhausting options mentioned in (v) & (vi) above.
- viii. **Penal Clause** – Failure to supply medicines within the stipulated timeframe will result in deduction of 20% of cost of prescribed medicine or **₹ 500/- per prescription, whichever is higher**, during monthly settlement of bills.

I. Presentation of Bills

- i. The Chemist shall present the Bill along with the Credit Slip to National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office for the supplies made monthly (within 10th day of the subsequent month). The Bill should clearly indicate the details of the supplies made such as – name of the item, quantity, rate, discount amount, name of the manufacturer, batch no., date of manufacture & expiry date, indent no. with date, etc. and any other information required by NABARD.
- ii. The Bill shall be supported by the original indent along with Credit Slip issued by BMO, NABARD, Chhattisgarh Regional Office under employee's signature with date, for receipt of items indicated in the indent and these should be sorted by date wise in ascending order.
- iii. Bills for medicines received by serving staff and retired staff are to be presented separately.
- iv. Incomplete bills not accompanied by any of the particulars mentioned in (i) & (ii) above will not be entertained.
- v. NABARD, Chhattisgarh Regional Office is free to check/ cross-verify the MRP of medicines supplied and the bills presented on sample basis.

J. Payment

- i. Payment of the bills presented will normally be arranged within 15 (fifteen) working days from the receiving date of bills by National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office.
- ii. The payment will be done through NEFT/ RTGS, for which the Chemist shall give the requisite details such as – Bank Account No., IFSC, copy of cancelled Cheque, etc.
- iii. Payments made by NABARD will be subject to prevailing applicable TDS/ GST-TDS.

K. Corrupt, fraudulent or un-ethical practices

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

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

- i. The Chemist shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of NABARD in the empanelment process or in contract execution.
- ii. The Chemist shall not resort to misrepresentation of facts in order to influence the selection process or execution of the contract to the detriment of NABARD.
- iii. The Chemist shall not assign, delegate, or subcontract any part of the obligations, duties, or responsibilities under this agreement or the supply contract to any third party. Any attempt to subcontract or assign any portion of the work shall be considered a material breach of this contract, leading to immediate termination of the agreement and forfeiture of any performance security or legal action as deemed necessary. In case of any deviation, the vendor has to follow the guidelines detailed in the Integrity pact.
- iv. NABARD, Chhattisgarh Regional Office will declare a chemist ineligible, either indefinitely or for a specific period of time for award of the contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.
- v. NABARD, Chhattisgarh Regional Office may without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or in part, in respect of any chemist for any for any of the following reasons:
 - a. Supply of sub-standard/ spurious/ substitute medicines.
 - b. Delay in supply/ refusal to supply/ non-supply of medicines.
 - c. Over-charging in the Bill.
 - d. In case, it is found that any particular medicine's date is expired or is near the date of expiry.
 - e. If the Chemist fails to perform any other obligation(s) under the contract.
 - f. If NABARD, Chhattisgarh Regional Office feels that the Chemist has engaged in corrupt or fraudulent practices.
 - g. Any other misconduct by the chemist or its delivery staff that is deemed inappropriate by NABARD.
- vi. If any such case as indicated in (v) above is noticed during subsequent scrutiny, after or before the payment, then the chemist shall refund the disputed/ excess amount already paid by NABARD, Chhattisgarh Regional Office or replace the medicines in question. NABARD, Chhattisgarh Regional Office may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

L. Indemnity

The Chemist shall indemnify NABARD, Chhattisgarh Regional Office 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.

M. Confidentiality

The information between National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office and the Chemist shall be treated as confidential

and shall not be passed on in part or in full to any third party without the prior written approval of National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office.

N. Termination Clause

- i. The Chemist may terminate the contract at any time by providing a written Notice to National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office **at least 02 (Two)** month in advance of the intended termination date.
- ii. National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office may terminate the contact at any time by providing a written Notice to the Chemist **at least 01 (one) month** in advance of the intended termination date.

O. Arbitration

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

12. The following are the Independent External Monitor (IEM) appointed by the Central Vigilance Commission –
Shri Jagdeep Kumar Ghai,
P&TA, FS (Retd), Flat 1032,
A Wing, Vanashree Society,
Sector 58 A&B, Palm Beach Road, Nerul,
Navi Mumbai – 400706.
Email : jkghai@gmail.com
13. This Notice Inviting Tender (NIT) shall also form part of the Tender document. In case of contradiction between the rules/ provisions of the tender documents and those of GeM portal, preference shall be given to the rules/ provisions given in the tender document.

Yours faithfully,

Sd/-

(Dhrub Raj Singh)
Deputy General Manager

Annexure -I**National Bank for Agriculture and Rural Development
Chhattisgarh Regional Office****APPLICATION CUM TECHNICAL BID FOR EMPANELMENT OF CHEMISTS
FOR SUPPLY OF DRUGS/MEDICINES UNDER CREDIT SLIP
ARRANGEMENT**

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

11	Distance (in Km) of shops/stores to the locations given below. A) NABARD, Chhattisgarh Regional Office located at Plot No. 01, Sector 24, Atal Nagar, Naya Raipur, Chhattisgarh-492018 B) NABARD Visiting Officers Flat (VOF), Building No. 13 (Flat No. 103), Ashoka Ratna Apartments, Vidhan Sabha Road, Adarsh Nagar, Raipur, Chhattisgarh-492007	
12	Whether the Chemist holds valid License(s) on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940? If yes, please give details of licenses (attach copies)	YES/NO
13	Whether the Chemist has been convicted by the State Drugs Controller or any case is pending against the Chemist under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time?	YES/NO
14	Is the Pharmacy holding a valid license for supplying Scheduled Drugs? If yes, attach copy	YES/NO
15	Whether the billing system is computerized?	YES/NO
16	Whether the Chemist is debarred / blacklisted by any Govt. / Semi-Govt. / Public Sector organization.	YES/NO
17	Whether the Chemist is agreeable to deliver the medicines that the Bank indents through credit slips irrespective of the brands or manufacturers	YES/NO
18	Bank Account Details (attach copy of Cancelled cheque)	Name of Account: Account Number IFSC Code: Bank and Branch Name:

19	Integrity Pact (Signed / Stamped) on Rs. 200/- stamp paper uploaded.	YES/NO
20	Whether the bidder is ePharmacy Company.	YES/NO
21	Whether Chemist is able to supply medicines 24 hours a day.	YES/NO
22	Whether the bidder has any previous experience?	YES/NO
23	Whether bidder has minimum turnover of as mentioned in the NIT (Attach Audited Balance Sheets / C.A. Certificates for last 03 years)	YES/NO
24	In case of ePharmacy, whether declaration by authorized signatory towards fulfillment of eligibility criteria as indicated at Para A (k) of Eligibility Conditions for ePharmacy companies along with relevant valid documents submitted	YES/NO/NA

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

DECLARATION
(On the letterhead of the bidder)

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

Signature:

Name:

Designation:

Date:

Annexure II
(PRE-CONTRACT INTEGRITY PACT)

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

Between

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Chhattisgarh Regional Office, Raipur hereinafter referred to as

“The Principal”

And

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

Preamble

The Principal intends to award, under laid down organizational procedures contract/s **for supply of medicines under credit slip arrangement for the staff of National Bank for Agriculture and Rural Development (NABARD), Chhattisgarh Regional Office located at Plot No. 01, Sector 24, Atal Nagar, Naya Raipur, Chhattisgarh-492018**

The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

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

Section 2 – Commitments of the Bidder(s)

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

- a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 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 Bidder(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief.

Section 8 – Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is:

Shri Jagdeep Kumar Ghai,
P&TA, FS (Retd), Flat 1032,
A Wing, Vanashree Society,
Sector 58 A&B, Palm Beach Road, Nerul,
Navi Mumbai – 400706.
Email : jkghai@gmail.com

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 shall remain in force from the date of issue of work order till completion of Defect Liability Period. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

1. This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. 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 and Address)**

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

Annexure III

Solvency Certificate

To

The Chief General Manager

**National Bank for Agriculture and Rural Development (NABARD),
Chhattisgarh Regional Office
Plot No. 01, Sector 24, Atal Nagar,
Naya Raipur, Chhattisgarh-492018**

Solvency Certificate from a Scheduled Bank

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

Rs. _____ (Rupees _____)

This Certificate is issued without any guarantee or responsibility on the Bank or any of the Officers.

For the Bank **(Signature with seal)**

Date: -

Name & Designation

PART – II

FINANCIAL BID

Financial Bid for Empanelment of Chemists for Supply of Medicines

Discount offered	% Discount (up to 02 decimal places)	% Discount in Words
(should be greater than 13%)		

Place:

Authorised Signatory

Date:

Signature & Seal of Tenderer