

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
UTTAR PRADESH REGIONAL OFFICE, LUCKNOW**

**NOTICE FOR EMPANELMENT OF CHEMISTS FOR
SUPPLY OF DRUGS AND MEDICINES UNDER CREDIT SLIP ARRANGEMENT TO
NABARD, UP RO, LUCKNOW**

National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, Lucknow (NABARD, UP RO), intends to prepare a panel of suppliers/stockists / chemists (hereinafter referred to as Chemists for brevity) for supply of medicines under credit slip arrangement for the serving and retired staff of NABARD, UP RO at five locations:

- i. NABARD, Uttar Pradesh Regional Office, 11-Vipin Khand, Gomti Nagar, Lucknow-226010
- ii. NBSC/BIRD Campus, NABARD, Sector – H, LDA Colony, Lucknow – 226012
- iii. NABARD Quarters, Sitapur Road, Opposite Naveen Galla Mandi, Aliganj, Lucknow – 226024
- iv. B-Block, Laplace building, Shahnajaf Road, Hazratganj, Lucknow – 226001
- v. NABARD Flats at C-Block, Indira Nagar, Lucknow - 226016.

The panel is expected to remain operational for a period of two years (i.e. 01.06.2025 to 30.04.2027 or as agreed) subject to satisfactory performance.

NABARD, UP RO invites applications through GeM portal from reputed Chemists who are interested in inclusion of their names in the panel. Chemists who fulfill the eligibility criteria and agree to the other terms and conditions mentioned in this document should submit the prescribed application form cum technical bid (**Annexure I of this document**) and Financial Bid (Discount offered) through **GeM portal only**. The schedule of tender is as:

Date of issue of tender document	28-04-2025
Date and time of pre bid meeting	09-05-2025 at 11 AM
Due date and time for submission of tender documents	19.05.2025 3:00 PM
Date and time of opening Technical Bids	19.05.2025 3:30 PM
Date and time of opening Financial Bids	To be advised later

It may be noted that the tendering will be under Two Packet/Two Bid system on GeM portal, wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Financial Bid (Discount offered)'. **Bidders must not submit any financial bid related data along with Technical Bid, in such cases, the technical bids will be summarily rejected.** Further, it may be noted that those chemists, whose technical bid will be found suitable, as per eligibility criteria, which are given in Annexure I will only be eligible for opening of their respective financial bid for further tendering process.

The pharmacy should quote maximum uniform discount (in percentage terms) on retail price printed on strip /bottle /unit pack 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 irrespective of any

price rise during the year for any reason whatsoever. It should be noted that the liability to pay any duty, levies or taxes levied 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. The highest uniform discount offered on MRP for each location will form the basis for selection for that particular location. The percentage of highest discount offered by the tenderer will be applicable if the tenderer applies for more than one location of NABARD mentioned in the tender document. **It may be noted that all other vendors who are not the L-1 vendors but are inclined to accept the L-1 rates could also be included in the final empaneled list prepared by NABARD.**

Empanelment of at least three chemists should be done, but depending upon the applications received, the number of vendors to be empaneled could be reduced or increased depending upon the specific approval of the competent authority.

NABARD, UP RO reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final.

This document will be available on GeM portal and tenders section of NABARD's website at www.nabard.org.

Part- I (Technical Bid)

A. Eligibility:

- a) The chemist must hold valid licenses as on the date of application in specified forms (Form 20, 20-B, 21, 21-B and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines. The empaneled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
- (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 deliver the medicines that the Bank indents through credit slips irrespective of the brands or manufacturers to at least one of the 5 locations mentioned in tender document.
- (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 Lucknow, within a maximum distance of 02 km from at least one of the the following locations:
- i. NABARD, Uttar Pradesh Regional Office, 11-Vipin Khand, Gomti Nagar, Lucknow- 226010
 - ii. NBSC/BIRD Campus, NABARD, Sector – H, LDA Colony, Lucknow – 226012
 - iii. NABARD Quarters, Sitapur Road, Opposite Naveen Galla Mandi, Aliganj, Lucknow – 226024
 - iv. B-Block, Laplace building, Shahnajaf Road, Hazratganj, Lucknow – 226001
 - v. NABARD Flats at C-Block, Indira Nagar, Lucknow - 226016.
- (f) The chemist should have a computerized billing system.
- (g) GST registration certificate should be available with the Chemist.
- (h) The chemist should have a minimum turnover of Rs 23.40 lakh for last 3 years ending 31.03.2024. Exemption from turnover criterion will be provided to MSEs and Startups
- (i) The vendor should have an experience of at least 05 years opening his shop / establishment.

B. Terms and Conditions:

1. Scope of work:

NABARD, UP RO will issue a '**Credit Slip**' for supply of medicines from the empaneled chemists on all working days. The chemists will deliver the medicines/ drugs at the agreed time & place as well as rates on the basis of the credit slips/requirement issued from time to time by the office to serving/retired staff members of NABARD to which the chemist is attached. It may be noted that NABARD, UP RO is not bound to procure all its requirements of medicines only from the chemist offering the highest discount. NABARD, UP RO also reserves the right to split / divide its

purchases among two or more chemists. NABARD, UP RO also reserves the right to accept any or reject any or all of the offers that it may receive without giving any reasons.

2. Pricing:

In response to the NABARD, UP RO's Credit Slip, the chemist should quote rates as agreed in respect of all items of supplies to be made under the Contract irrespective of their brands or manufacturers. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The chemist will also have to bear all the expenses etc. connected with proper packaging, delivery, in connection with supply of drugs. The chemist will provide MRP list in soft and hard form to NABARD, UP RO from time to time during the currency of contract. **The Bank will pay only the MRP (inclusive of GST) minus discount as agreed upon.**

3. Period of Contract

The period of the empanelment contract shall be for two years (i.e. **01.06.2025 to 30.04.2027** or as agreed) subject to satisfactory performance with a provision for further extension up to 01 year subject to mutual consent. The contract is also liable to be forfeited if the authorized chemist:

- i) Fails to adhere to the terms of the Contract, or
- ii) Deliver any sub-standard, spurious drugs or substitute medicines.
- iii) Delays in supplies.
- iv) Over charges

4. Documents establishing eligibility:

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

- a) Self attested copies of valid licences held by the chemist as on the date of application.
- b) Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the affect is acceptable in lieu thereof
- c) Copy of GST registration.
- d) A copy of PAN allotted to the chemist.
- e) Copy of the license for supplying scheduled drugs
- f) Copy of GST returns/Balance Sheet/Valid documents ascertaining turnover of Rs 23.40 lakh as mentioned at I (h). (Not applicable for MSE/Startups claiming turnover exemption)
- g) Balance Sheet for last three financial years duly certified by Chartered Accountant.
- h) Registration certificates under Shops & establishment Act / Registrar of companies / partnership deed / proprietorship as applicable.
- i) **Integrity pact: Only bidders who are willing to execute Pre-Contract Integrity Pact (Enclosed in Annexure II) with the Bank, in accordance with the standard format enclosed, will be eligible to participate in the tender. The Independent External Monitor (IEM) assigned for NABARD would be Dr Rabindra Kumar IFoS (Retd), 37, Bhagirathipuram, GMS Road, Dehradun 248001, Uttarakhand.**
- j) Solvency Certificate as per Annexure III issued by competent authority/Bank.

5. Procedure for application:

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

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

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

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

It may be noted that all other vendors who are not the L-1 vendors but are inclined to accept the L-1 rates could also be included in the final empaneled list prepared by NABARD.

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

7. Notification of acceptance:

NABARD, UP RO will communicate acceptance of the application.

8. Indent for and delivery of supplies:

- a) On receipt of credit slip from the NABARD, UP RO, the delivery of supplies in full shall be made to the staff for whom credit slip is issued by NABARD, UP RO. Drugs/medicines manufactured by the well reputed/recognized pharmaceutical firms/companies only should be supplied by the chemist/s.
- b) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity ordered of any particular medicine/drug.
- c) Chemist should not substitute medicines/supply medicines other than what is prescribed by Bank Medical Officer on the credit slip. In case of non-availability of medicine, permission of Bank Medical Officer may be taken before issuing substitute medicine.

- d) Every medicine should have its own shelf-life period mentioned on the label of medicine. The shelf life should not have passed more than half of its shelf life at the time of supply.
- e) Chemist should be open to accept credit slips on all days including weekends / holidays throughout the year.
- f) Supply of medicines against credit slip should be done on the same day of credit slip.

9. Presentation of bills:

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

10. Payment:

- a) Payment of the bills presented will normally be arranged within 15 working days from the date of presentation of the bill. However, the chemist shall make no claim from the bank in respect of interest or damages in case the payment is delayed for any reasons.
- b) The payment will be through NEFT/RTGS for which chemist should give requisite details of bank address, account No. etc.

11. Corrupt, fraudulent or unethical practices

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

- a) The chemist shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of the NABARD, UP RO in the empanelment process or in contract execution.
- b) The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of NABARD, UP RO.
- c) NABARD, UP RO will declare a chemist ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.
- d) NABARD, UP RO may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any chemist for any of the following reasons:
 - (i) Supply of sub-standard/ spurious/ substitute medicines,
 - (ii) Delay in supply/ refusal to supply/ non-supply of medicines,
 - (iii) Over charging in the bill,
 - (iv) In case it is found that any particular medicine's date is expired or is near the date of expiry

- (v) If the chemist fails to perform any other obligation(s) under the contract
 - (vi) In the judgement of NABARD, UP RO the chemist has engaged in corrupt or fraudulent practices.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount already paid by the Bank, replace the medicines in question. NABARD, UP RO may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

12. Indemnity:

The chemist shall indemnify the NABARD, UP RO against all actions, suits, claims and demands brought or made against NABARD, UP RO in respect of anything done or committed to be done by the chemist in execution of or in connection with the work of this contract and against any loss or damage to the NABARD, UP RO in consequence to any action or suit being brought against the chemist for anything done or committed to be done in the execution of this contract. If any suit/action is brought against NABARD, UP RO, it shall be filed within local limits of NABARD, UP RO Lucknow only.

13. Arbitration:

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

Annexure -I**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
UTTAR PRADESH REGIONAL OFFICE, LUCKNOW****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 Lucknow Municipal Limits): (Submit the Proof & Photograph of the all the shops / Establishment in Lucknow Municipal Limits)	
11	Distance (in Km) of shops/stores to the locations given below. Road distance to be indicated against at least one of the five locations.	
	i. NABARD, Uttar Pradesh Regional Office, 11-Vipin Khand, Gomti Nagar, Lucknow-226010	

	ii. NBSC/BIRD Campus, Sector-H, LDA Colony, Kanpur Road, Lucknow - 226012	
	iii. NABARD Quarters, Sitapur Road, Opposite Naveen Galla Mandi, Aliganj, Lucknow - 226024	
	iv. B-Block, Laplace building, Shahnajaf Road, Hazratganj, Lucknow - 226001	
	v. NABARD Flats at C-Block, Indira Nagar, Lucknow - 226016	
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 / black-listed by any Govt. / Semi-Govt. / Public Sector organization.	YES/NO
17	Whether the Chemist is agreeable to deliver the medicines that the Bank indents through credit slips irrespective of the brands or manufacturers	YES/NO
18	Bank Account Details (attach copy of Cancelled cheque)	Name of Account: Account Number: IFSC Code: Bank and Branch Name:
19	Integrity Pact (Signed / Stamped) on ₹ 200/- stamp paper uploaded.	YES/NO

20	Whether able to supply medicines 24 hours a day.	YES/NO
21	Whether the bidder has an experience of at least 05 years?	YES/NO
22	Whether bidder has minimum turnover of Rs. 23.40 lakh for last 03 years ending 31.03.2021 (Exemption from turnover criterion will be provided to MSEs and Startups) (Attach Audited Balance Sheets / C.A. Certificates for last 03 years)	YES/NO

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

DECLARATION

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

Signature:

Name:

Designation:

Date:

(PRE-CONTRACT INTEGRITY PACT)

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

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures contract/s **for supply of medicines under credit slip arrangement for the staff of NABARD, UP RO, Lucknow at Vipin Khand, Gomti Nagar, Indira Nagar, Sector H LDA Colony Kanpur Road, Sitapur Road, Aliganj & La Place Colony.**

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

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

Section 1 – Commitments of the Principal

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

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

d. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

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

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

The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

(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.

2. **The Independent External Monitor (IEM) assigned for NABARD would be Dr Rabindra Kumar IFoS (Retd), 37, Bhagirathipuram, GMS Road, Dehradun 248001, Uttarakhand.**

3. 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.

4. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.

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

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

7. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

10. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It shall remain in force from the date of issue of work order till completion of Defect Liability Period. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

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

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

3. The Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid

In this case, the parties will strive to come to an agreement to their original intentions.

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

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

**(For & On behalf of the Principal)
the Bidder)**

(Office Seal)

(For & on behalf of

(Office Seal)

Place

Date:

Witness 1: (Name and Address)

Solvency Certificate

To

Chief General Manager

NABARD

Uttar Pradesh Regional Office

11-Vipin Khand, Gomti Nagar

Lucknow-226010

Solvency Certificate from a Scheduled Bank

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

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

For the Bank

(Signature with seal)

Date: -

Name & Designation

For the Bank

Part- II (Financial Bid)

Financial Bid for Empanelment of Vendors for Supply of Medicines

Please indicate “Yes/No” for each location whether the bidder is eligible/interested in providing his service.

Sr. No.	Location	Whether eligible or interested: Yes / No
1	NABARD, Uttar Pradesh Regional Office, 11-Vipin Khand, Gomti Nagar, Lucknow-226010	
2	NBSC/BIRD Campus, NABARD, Sector – H, LDA Colony, Lucknow – 226012.	
3	NABARD Quarters, Sitapur Road, Opposite Naveen Galla Mandi, Aliganj, Lucknow - 226024.	
4	B-Block, Laplace building, Shahnajaf Road, Hazratganj, Lucknow – 226001	
5	NABARD Flats at C-Block, Indira Nagar, Lucknow - 226016	

Financial Bid of M/s. _____	
Maximum Uniform Discount Offered (in percentage)	%
The Uniform Discount offered shall be valid for all locations opted (against which bidder has indicated “Yes”) in the table above	

(It may be noted that all other vendors who are not the L-1 vendors but are inclined to accept the L-1 rates could also be included in the final empaneled list prepared by NABARD.)

This is to certify that the documents that are strictly related to prove your requirements as per the bid only have been uploaded and no unnecessary documents are uploaded. I also understand that uploading of any unnecessary / unrelated / unwanted document could lead to disqualification of the bid submitted by me. NABARD is the final authority to decide upon the character of the uploaded document

Signature of Authorised Signatory (Bidder):

Name of Authorised Signatory (Bidder):