



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Rajasthan Regional Office
Jaipur**

(e-Tender through e-Proc)

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), Rajasthan Regional Office, Jaipur invites sealed offers from established Vendors/Bidders for Supply of Medicines on Credit Slips at NABARD Staff Quarters in Malviya Nagar, Jaipur and Office Premises located at 3, Nehru Place, Tonk Road, Jaipur.

The Tender document can be downloaded from NABARD's Website :-

**<https://www.nabard.org/Tenders.aspx>
and
<https://nabard.eproc.in/ProductNABARD/publicDash>**

Last date for submission of Tender : 14.00 Hrs on 25 April 2022

Important Contacts:

Ajit Singh, NABARD : +91 9873755008

Sachin Toraskar, C1 India Pvt. Ltd. : +91 9833091866

विदा जारी करने की तिथि	Date of Commencement of /issue of tender	30.03.2022 at 11:30 AM
प्री टेंडर मीटिंग	Pre tender Meeting with Bidders	11.04.2022 at 11:30 AM
प्री टेंडर मीटिंग का पता	Address of Pre tender meeting	NABARD (DPSP – 3 RD Floor), Plot No.3, Nehru Place, Tonk Road, Jaipur-302015
निविदा की प्राप्ति के लिए अंतिम तिथि और समय	Last date and time for receipt of Bids	25.04.2022 at 02:00PM
प्री इंटीग्रिटी पेक्ट जमा कराने की अंतिम तिथि व समय	Last date and time for receipt of pre integrity pact	25.04.2022 at 02:00PM
निविदा खोलने की तिथि और समय	Date and time of opening of Technical Bids.	Technical Bid on 28.04.2022 at 02:30 pm
निविदा खोलने की तिथि और समय	Date and time of opening of Price Bids.	To be notified later
ई - निविदा डालने का वेब साइट	Website for submission of E-tender	https://nabard.eproc.in/ProductNABARD/publicDash
ई – निविदा प्रक्रिया के लिए संपर्क व्यक्ति	Contact Persons for e-tendering	Ajit Singh, Manager, NABARD – Mobile : +91 9873755008 Sachin Toraskar, C1 India Pvt. Ltd. - +91 9833091866 & 7291981137

Tender for Supply of Medicines on Credit Slips at
NABARD Staff Quarters in Malviya Nagar, Jaipur
and Office Premises located at 3, Nehru Place,
Tonk Road, Jaipur

PART I - TECHNICAL BID

NOTICE INVITING TENDER

Ref. No.NB/RRO/

/DPSP-Medical/ 2022-23

Date : 30 March 2022

Subject : Supply of Medicines on Credit Slips at NABARD Staff Quarters in Malviya Nagar and Office Premises located at 3, Nehru Place, Tonk Road, Jaipur - 302015 for two years from 01 June 2022 to 31 May 2024

National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, Block 'G', Bandra\Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD, Rajasthan Regional Office, Jaipur intends to invite sealed Tenders from the eligible interested parties to tender for the captioned work.

Bidders are requested to submit their offer in two parts, viz., Technical Bid and Price Bid for the aforesaid work as per details given in the tender document and after satisfying the fulfilment of the criteria mentioned therein. Tender document can be downloaded from NABARD's website <http://www.nabard.org>. Tender document fee is waived as it can be downloaded from NABARD website.

2. Interested parties are requested to submit their Bids through e-Tender Process for the captioned works as per details and other requirements as mentioned more specifically elsewhere in this tender document.

3. The last date for submission of e-tender is **25th April 2022 by 02.00 pm**

4. If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening by the tenders shall be shifted to next working day without change of time and venue.

5. NABARD reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bound themselves to accept the lowest or any tender.

6. NABARD also reserves the right to negotiate or partly accept any or all, in part or in whole the tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NABARD for negotiation etc., if required. Tenders, which do not fulfil all or any of the above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meaning should be reported in writing to Chief General Manager, NABARD, Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015, who will review the questions and where information sought is not clearly indicated or specified. NABARD will issue clarifications to all the tenderers, which will become part of the contract document. NABARD 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, before the pre Bid meeting.

7. The Tenderers may please note this. NABARD also reserves the right to divide and distribute the work to more than one supplier. In such cases, the decision will be solely at the discretion of NABARD including that of assignment of works. Bidders are advised to ensure strict observance of commercial aspect of this tender and also of the following points :-

a. It may please be noted that all papers that comprise the tender documents should be signed and sealed by the tenderer.

b. Validity of offer : 90 days from the date of opening of price bids.

c. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

d. The successful tenderer will enter into an agreement with NABARD as per the standard format given in the tender document on a non-judicial stamp paper as per prevailing Stamp Act of the State within 14 days from the date of issue of work order failing which the bidder shall not participate in the re-tendering process.

e. Please note that all the information desired needs to be provided by the bidder in the formats specified by the Bank. The bidder shall bear all the costs associated with the preparation and submission of the bid and NABARD will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of tendering process.

E-Tendering :

- The tender documents can be downloaded from NABARD's website <https://www.nabard.org> and NABARD e-proc portal, <https://nabard.eproc.in/ProductNABARD/publicDash>. Tender document fee is waived as it can be downloaded from above two websites.
- Tenders are to be filled through Online Mode (e-tendering through E-proc) only and no other mode shall be accepted.
- Digital Signature Certificate (DSCs) with USB token shall be required to submit the tenders through e-proc portal.

Two Parts Offer :

The offer will have to be submitted in two parts; Part - I : Technical Bid & Part - II : Price Bid in separately.

“Technical Bid for supply of Medicines on Credit Slips at NABARD Staff Quarters in Malviya Nagar and Office Premises located at 3, Nehru Place, Tonk Road, Jaipur - 302015 for two years from 01 June 2022 to 31 May 2024”.

Technical offer must be submitted at the time of submission of quotation/Price Bid, online, giving full particulars, addressed to ‘The Chief General Manager, National Bank for Agriculture and Rural Development, Rajasthan Regional Office, 03, Nehru Place, Jaipur-302015.

Each page of the quotation/Price Bid document must be signed with proper seal of Vendor/ Bidder and uploaded in the e-proc portal.

ELIGIBILITY CRITERION FOR TENDER

Pre-qualification condition :

The firm should have experience of similar works during the last 3 years. For the purpose of this clause 'Similar work' means the work of **Supply of Medicines on credit slips.**

A pre-Bid meeting is arranged **on 11:30 hrs. on 11 April 2022** at Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015. Bidders are requested to attend the meeting to satisfy yourself regarding queries and doubts, if any.

This Notice Inviting Tender (NIT) shall also form part of the Tender Documents

1. Each tender will comprise of two parts viz. Part-I comprising Notice Inviting Tender, Form of Tender, Instructions to Tenderers, Articles of Agreement, General and Special Conditions of Contract, Detailed Specifications and Part-II comprising of only the Price Bid.

2. **Technical Bid (Part-1)** shall contain :

a. Tender documents signed by the vendor on each page.

b. **A pre-contract Integrity Pact, as per annexure – 9, executed on a Rs. 200/- Stamp paper shall have to be necessarily submitted in Hard-Copy to the following address:**

**NABARD, Rajasthan Regional Office,
03, Nehru Place, Tonk Road,
Jaipur (Raj.) – 302015**

failing which the bids are liable to be rejected. The scanned copy of the same shall have to be uploaded along with the Technical Bid/Offer.

c. Eligibility criteria of the Bidders

d. Special Instructions to the Bidders

e. General Instructions to Bidders & General Conditions

f. Special Conditions

g. Power of attorney authorizing the person to sign the tender.

h. General Information to be furnished by the Bidders in Statement-1, 2 & 3 in support of fulfilling eligibility criteria.

i. In case any clarification required by NABARD, the same will be communicated to bidder via e-mail and bidder needs to respond with clarification sought for within 3 working days otherwise the bid will be rejected by NABARD.

Price Bid (Part-2)

Price Bid to be submitted should complete in all respects. This shall not include any conditions whatsoever or any other documents.

3. After opening of the e-Tender and assessing the conditions stipulated by bidders, if any, NABARD will, if he so decides may inform all the tenderers about any modifications in the tender conditions. Tenderers who agree to the changed conditions along with original in Toto will be allowed to make modifications if they so wish in their tender prices by means of a letter to be submitted in sealed cover, which, along with their price bid will form the final price bid. A tender will be rejected if any tenderer proposes any deviation from the above.

4. Opening of 'Quotation'/Price Bid

Price Bid/Offer will be opened at 14:30 hours on 28th April, 2022 at this Office in the presence of a Committee of Officers of National Bank for Agriculture and Rural Development, Rajasthan Regional Office, Jaipur and in the presence of authorized representatives of the individual bidding firms who choose to be present at the time of opening. The bidders willing to be present at the time of opening of Technical Bid/Offer need to be present on their own. No separate communication will be made by the bank.

The Price Bid shall be in respect of those tenderers who after discussion bring their tenders in line with the requirements of tender document and are acceptable to the Employer. The decision of the Employer in this regard shall be binding on the tenderers and not open to question or appeals.

5. Address for Communication: -

The Chief General Manager
National Bank for Agriculture and Rural Development,
Rajasthan Regional Office,
Plot No. 03, Nehru Place, Jaipur-302015
Email : jaipur@nabard.org; dpsp.jaipur@nabard.org
Website: www.nabard.org

6. A pre-bid meeting will be held at 1130 hr. on 11th April 2022 at above address.

- The prospective bidders are requested to read the Tender document thoroughly before attending the pre-bid meeting.
- Prospective bidders are also advised to ascertain themselves regarding the requirements under this tender document.

Yours faithfully,

(Kailash Pawha)
Deputy General Manager.

FORM OF TENDER

Place : Jaipur

Date :

Chief General Manager, National
Bank for Agriculture and Rural
Development, Rajasthan Regional
Office, Jaipur.

Dear Sir

Having examined the specifications and schedule of quantities relating to the work/s specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

(a) Description of work/s	Supply of Medicines on Credit Slips at NABARD Staff Quarters in Malviya Nagar, Jaipur and Office Premises located at 3, Nehru Place, Tonk Road, Jaipur - 302015 for two years from 01 June 2022 to 31 May 2024
(b) Estimated Cost	Rs. 70.00 lakhs (Annually)
(d) Percentage, if any, to be deducted from bills towards I.T., etc.	Prevailing statutory taxes as per Govt. Notifications
(e) GST	To be claimed by the supplier as per prevailing norms

2. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the National Bank for Agriculture and Rural Development the amount mentioned in the said conditions.
3. I / We agree to pay Income Tax and other taxes etc. as prevailing from time to time on such items for which such taxes and charges are levied by the appropriate authorities. The rates quoted by me /us are inclusive of all such taxes and charges including service tax, change in tax etc. as are applicable and the rates quoted by me/us are firm and not subject to any change due to fluctuations in any taxes or in the market.
4. I / We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.
5. I / We agree to keep our offer open for 90 days from the date of opening of price bid/Part-II of the Tender, namely, our Price Bid.

Signature of Contractor
With seal & stamp

A. ELIGIBILITY CRITERIA OF THE SUPPLIER OF MEDICINES

The **supplier of Medicines** shall fulfil the following eligibility criteria for participating in the tender :

- a. The average annual financial turnover of the supplier / firm during the last three years (ending 31.03.2021) shall not be less than Rs. 21.00 lakh;**
- b. The bidders should have the experience of similar works on during last 3 years as on 31.03.2021; three works of at least Rs. 28.00 lakh or two works of at least Rs. 35.00 lakh or one work of at least Rs. 56.00 lakh ;**
- c. The contractor/firm should have valid registration for GST, PAN, trade license and drug license. The contractor shall submit the copies of registration certificates for verification.**
- d. 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.
- e. The Chemist should agree to supply all the medicines etc. prescribed by the Bank's Medical Officer (BMO) at NABARD Staff Quarters in Malviya Nagar, Jaipur; Office Premises located at 3, Nehru Place, Tonk Road, Jaipur and also at the residences of the Staff of the NABARD in Jaipur Municipal Area.
- f. The Chemist should not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization.
- g. The shop / establishment of the chemist should be situated in and around Jaipur.
- h. The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2021).**

B. SPECIAL INSTRUCTIONS TO THE SUPPLIER OF MEDICINES

1. Intending suppliers are required to submit their profile by giving details in the enclosed proforma about their organisation, experience, professional personnel in their organisation, competence, etc.
2. The tenders shall be signed by the person/persons on behalf of the organization having necessary Authorisation /Power of Attorney to do so. Each page of the application shall be signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).
3. If the space in the proforma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of application, if required.
4. Tenders containing false and/or incomplete information are liable for rejection.
5. The contractor must have qualified and experienced professionals in the respective discipline.
6. The applicant must have successfully completed the work according to the eligibility criteria mentioned in para-A.

7. Financial/Price bids of only those supplier of Medicines qualified in the Technical bid will be opened for selection of contractor.

8. All the bidders may please note that any amendments/ corrigendum to this tender will be notified on the NABARD website as given above and will not be published in the news paper.

ANNEXURE - A

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____ (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the BIDDER /Seller is willing to offer/ has offered the stores and

WHEREAS THE BIDDER is a private company/ public company/ Government undertaking/partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage form the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for

an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether

Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of Companies Act 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(S) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with our without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/s not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise submit proposals for correcting problematic situations.

The Independent External Monitor appointed for NABARD is:

Dr. Sanjay Kumar Panda, IAS (Retd.)

515, Ward No.3, Sideshwar Sahi,

Cuttak City, Cuttak District,

Odisha – 753 008.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact at _____ on - _____.

BUYER

BIDDER

Name of the Officer
Designation

Chief Executive Officer

NABARD

Witness :

Witness :

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

GENERAL INSTRUCTIONS AND CONDITIONS TO CONTRACTORS

1. No tender will be received after **14.00 hr. on 25 April 2022** under any circumstance whatsoever.

2. (a) Technical Bid will be opened as given earlier at his office by Chief General Manager, National Bank for Agriculture and Rural Development, Jaipur or any other officer designated for this purpose by him in the presence of the other officials and the tenderers or their representatives, should they choose to be present.

(b) Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening the tender which may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the period.

(c) The tenderer must use only the forms issued by the Employer/Downloaded from Website to fill in the rates.

3. (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.

(b) **Rates should be quoted both in figures and words in columns specified.** No advice of any change in rate or conditions after the opening of the tender will be entertained.

(c) **Tenders without Integrity Pact will be outrightly rejected.**

(d) **Vendor to submit documentary evidence for qualifying aspects.**

(e) **Price Bid validity will be for 90 days from the date of opening of the tender.**

(f) **Income -tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached separately.**

(g) Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not so signed may be rejected.

(h) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to tender into the proposed contract. Otherwise the tender may be rejected by the Bank.

4. The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in the whole or in part, without assigning any reasons for doing so.

5. On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and "the said Conditions" but the written acceptance by the National Bank for Agriculture and Rural Development, of a tender will constitute a binding contract, between the National Bank for Agriculture and Rural Development and the

person so tendering, whether such formal agreement is or is not subsequently executed. The cost of the Stamp paper is to be borne by the successful tenderer.

6. The contractor shall not assign the Contract/not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

I / We hereby declare that I / We have read and understood the above instructions for the guidance to tenderers.

Witness Signature of Tenderer

(with seal & stamp):

Address: _____

Date: _____

SPECIAL CONDITIONS OF THE CONTRACT

1. **The Tender is strictly on percentage given as discount.** 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. The quoted offer shall remain valid for the entire duration of the contract.
2. All the pages of the Tender Document shall be signed by the Tenderer.
3. NABARD takes no responsibility for delay or non-receipt of Tender Documents.
4. Bids submitted by un-authorized agents and e-mail bids shall not be entertained/ considered.
5. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works, etc. and get all clarifications as necessary from NABARD before quoting the rates.
6. If the last date of receipt of Tender is a holiday, then submission of Tenders shall be shifted to next working day without change of time and venue.
7. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
8. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
9. If on check, differences are observed between the rates given by the Contractor In words and figure than the rate given in figure will be considered as final.
10. No advance shall be paid towards mobilization and cost of materials.
11. The Contractor shall submit the bills along with BMO's prescriptions, consolidated statement (for MAS and BMFS separately), GST calculation. The bill should be computer generated with all details of medicines like name of medicines, expiry date, batch no., date of manufacture, price, SGST, CGST, discount as per the contract, name of employees etc. and any other detail required by NABARD.
12. Incomplete bills will not be entertained for payment.
13. The Contractor should have necessary License and comply with Laws as applicable.
14. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

15. NABARD reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.

16. It should be noted that liability to pay any dues, taxes, levied under the law would be that of the supplier. The supplier will also have to bear all the expenses etc. with proper packaging, carting transportation etc. in connection with supply of drugs to the specified location. NABARD operates two dispensaries as given below:

Location	Time of dispensary	Day
NABARD Staff Quarters, Balaji Mod, Model Town Malviya Nagar	0700 hr to 0830 hr	Monday to Friday
NABARD, 3 -Nehru Place, Tonk Road, Jaipur	1200 hr 1400 hr	Monday to Friday

17. The supplier is required to collect the prescriptions given by the BMO from the dispensary within the time specified above. **He has to supply the drugs at the staff quarters by 1000 hrs and in office by 1700 hrs respectively on the same day. In the event of non- supply of medicine in time, NABARD may deduct Rs. 500.00 from each prescription, irrespective of the amount of medicines in the prescription.** However, the time and day of opening of dispensaries may be changed or extended, in such cases also services are to be provided by the supplier.

18. The supplier is required to submit his computerized bill on monthly basis along with prescription. The bidder also undertakes that all the medicines shall be provided as per prescription of the BMO and no substitute medicines will be supplied. After scrutiny of the bill supplier will be paid accordingly on monthly basis.

19. Every medicine has its own shelf-life period mentioned on the label of the medicines.

20. NABARD reserves the right to enter in to the annual contract with any numbers of chemist.

21. **The contract will be up to 31 March 2024 subject to annual reviews.**

23 . In Construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

(a) "Employer"	Shall mean National Bank for Agriculture and Rural Development, Jaipur and shall include its assigns and successors.
(b) "Contractor"	shall mean _____ and shall include his/their legal representative, assigns or successors.
(c) "This Contract"	shall mean the Pre Contract Integrity Pact, Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. all attached hereto and duly signed.
(d) "Notice in writing"	written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered

24. The Contractor shall carry out and complete the said work in every respect in accordance with the Contract and with the direction of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instruction, details, directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to the contract.

25. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and Bye-Laws of any authority and of any Water, Lighting and other Companies and shall before making any variations from the Specification that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and reason for it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, Bye-Laws, in question, and any variation so necessitated shall be dealt with accordingly .

The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims' and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

26. The CGM, NABARD, Rajasthan RO reserves the right to terminate the contract at any point of time without assigning any reasons and without prejudice to any other remedies available to NABARD.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we/ I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

(SIGNATURE OF THE TENDERER)

NAME and SEAL:

ADDRESS :

Place :

DATE :

BASIC INFORMATION

Sl. No.	Item	Information to be furnished by applicant	
1.	Name, registered address and phone numbers	Attach documentary proof	
2.	Full Address and phone numbers of Branches in India	use separate sheets as attachment	
3.	Organizational set up of the firm including names of pharmacists	Details to be furnished	
4.	Registration Number and year of registration.	Attach documentary proof.	
5.	Number of years in the Business of Drug supply		
6.	Important major contracts completed	Details to be furnished	
7.	Turnover of the firm during last 3 years (ending 31.03.21) attach certificate of CA	Financial Year	Annual Turn-over (In Rs lakh)
		2018-19	
		2019-20	
		2020-21	
8.	Experience in the last three years (ending 31.03.2021)	03 works of at least Rs. 28.00 lakh, or 02 works of at least Rs. 35.00 lakh, or 01 work of at least Rs. 56.00 lakh	
9	GST No. and Certificate		
10	Trade Licensee		
11	License to carry out drug business		

Signature & Seal of applicant

Details of the Bank's Account

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

Please enclose:

- i. a copy of cancelled cheque of the bank account,**
- ii. A copy of PAN card.**
- iii. Aadhaar Card**
- iv. GST Registration Certificate**

(Signature and Full Name of the authorized person with seal
on behalf of Firm/Agency/Contractor)

Place:

Date:

Annexure A

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day of _____, between the National Bank for Agriculture and Rural Development, Rajasthan Regional Office, Jaipur having its Head Office at Mumbai - 400 051 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of **"Supply of Medicines on Credit Slips"** and has caused specifications describing the works to be done.

AND WHEREAS the Contractor has agreed to execute the work/s subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in tender and included in the price bid.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work as described.
2. The Employer shall pay the Contractor the said Contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said Conditions there in before mentioned, the officer in charge of NABARD, Jaipur shall act on behalf of the Employer.
4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.

This Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of **"Supply of Medicines on Credit Slips"** to be paid for according to actual bill submitted.

6. The Employer reserves to himself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. All payments by the Employer under this contract will be made only at Jaipur.

8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.

9. That the All parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

Signature Clause :

SIGNED AND DELIVERED BY the
National Bank for Agriculture and
Rural Development by the hand of

Signature: _____

(Name and designation) in the presence of

(1) _____

Address: _____

(2) _____

Address: _____

SIGNED AND DELIVERED BIDDER BY

Signature: _____

Shri _____

(Name and designation)

in the presence of

(1) Signature:

Full Name _____

Address _____

(2) Signature:

Full Name _____

Address _____

Statement - 1

a) General details about the Contractor

S. No.	Description	Information to be filled up by the Contractors
1	Name of the Contractor / Organisation and address of the Registered Office	
2	Year of establishment	
3	Type of the Organisation (whether Sole Proprietorship, Partnership, Private Limited or Co-operative body, etc.)	
4	Name of the Proprietor/ Partner/Directors of the Organisation/Firm:	
	(a)	
	(b)	
	(c)	
	(d)	
5	Details of Registration - Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration Number	
6	Whether registered with Government/Semi-Government/Municipal Authorities or any other Public Organisation and if so, in which class and since when?	
7	Experience in the Relevant field	
8	Areas of business activities other than this work	
9	Address of business activities other than this work, if any and place of business	

10	Address of office through which the proposed work of the Bank will be handled and the name and designation of the Officer-in-charge	
11	Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said construction work with names of Bankers and their full addresses (Income-tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached)	
12	Yearly turn-over of the Organisation during last three years (Rs.)	
13	Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details. in the table given below:	

Note : Income -tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached separately.

Tender

For

Supply of Medicines on Credit Slips
At NABARD Staff Quarters in Malviya Nagar and Office
Premises located at 3, Nehru Place, Tonk Road, Jaipur -
302015.

PART - II : PRICE BID

NABARD, Rajasthan Regional Office
3, Nehru Place, Tonk Road, Jaipur – 302015
dpsp.jaipur@nabard.org

(Please don't enclose any other papers along with price bid)

The bidder have to fully read and understood the terms, conditions and other details mentioned in the tender documents and cleared all his doubts and offer to supply drugs at banks designated areas located at Jaipur at the rate which is the printed retail price less discount.

The amount of discount will be arrived at the basis of the quoted (in percentage terms) uniform discount offered on the printed retail price on all items of supply.

The chemist given the highest discount will be selected for the work and offer the discount:

Discount Offered on Supply of Medicines
In percentage in numbers : _____%
In words :

Date:

Authorized Signatory with Seal

Place: