



NABARD, UTTAR PRADESH REGIONAL OFFICE, LUCKNOW

NOTICE FOR EMPANELMENT

NOTICE INVITING QUOTATION FROM CHEMISTS FOR SUPPLY OF MEDICINES ON CREDIT SLIP ARRANGEMENT TO NABARD, UTTAR PRADESH REGIONAL OFFICE, 11, VIPIN KHAND, GOMTI NAGAR, LUCKNOW - 226010

NABARD, Uttar Pradesh Regional Office , Lucknow (the Bank), invite quotations from suppliers/ stockists/ chemists (hereinafter referred to as chemists for brevity) for supply of medicines under credit slip arrangement for the staff / retired staff issued through its dispensary at Regional Office, dispensary at Indira Nagar quarters, at La Place quarters Hazratganj , at NBSC/BIRD Campus, Kanpur Road and NABARD quarters at Aliganj, Sitapur Road.

Chemists who fulfill the eligibility criteria and agree to other terms and conditions mentioned in this document should apply in the prescribed form (Annexure I) to the Chief General Manager, NABARD, 05th floor 11, Vipin Khand, Gomti Nagar, Lucknow – 226010. The prescribed pro forma duly filled in along with the necessary enclosures, in a sealed envelope super scribed “Quotation for Supply of Medicines on credit slip arrangement” should be forwarded to The Chief General Manager, NABARD, 05th floor 11, Vipin Khand, Gomti Nagar, Lucknow - 226010 so as to reach not later than 15:00 Hrs on 28.02.2020.

I. Eligibility:

- (a) The chemist must hold valid licenses as on the date of application in specified forms (**Form 20, 20-B, 21, 21-B and 21-C**) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines. The empanelled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
- (b) The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
- (c) The chemist should not have been debarred / black-listed by any Govt. / Semi-Govt. / Public Sector organization.
- (d) **The shop / establishment of the chemist should be situated in and around Lucknow preferably within a distance of 1 to 2 km from the Regional Office or at similar distance from the NABARD staff quarters at different places as indicated in the first paragraph of this document.**
- (e) The chemist should agree to deliver the medicines that the bank indents through credit slip irrespective of the brands.
- (f) GST registration certificate should be available with the chemist.

II. Terms and Conditions:

1. Scope of work:

The Bank's Medical Officer (BMO) after obtaining due authentication i.e. name, signature, designation etc of the bank's employee/ retired employee shall issue credit slip in the prescribed format in favour of the employees/ retired employees of the Bank prescribing therein the medicines

to be supplied by the empanelled chemist. The chemist shall submit the bill along with the original credit slips on monthly basis for payment. It may be noted that NABARD RO is not bound to procure all its requirements of medicines only from the chemists offering the lowest rates/highest discount. NABARD reserves the right to accept or reject any or all of the offers that it may receive without giving any reason.

2. Pricing:

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

2.1. The maximum discount offered on MRP on medicines together as per the quotes by the vendors (locality-wise), will form the basis for empanelment of the Vendor. In case of varying discount percentage being offered by different chemists, the chemists in a particular locality whose discounts are below that of the maximum discount offered by the vendor in the same locality, have to measure up to that level of maximum discount for enabling the Bank to consider their empanelment.

3. Period of Contract:

- a) The quotation submitted by the chemists shall be valid for a period of two years subject to satisfactory performance. The contract is liable to be terminated if the authorized chemist
- i) fails to adhere to the terms of the contract
 - ii) delivers substandard / spurious medicines
 - iii) delays in supplying the medicines
 - iv) over charges

4. Documents establishing eligibility:

The following documents should be submitted along with the application.

- i) Copy of valid licence held by the chemist as on the date of application.
- ii) Copy of GST registration.
- iii) A copy of PAN allotted to the chemist.
- iv) Certificate from the Drug controller that no case is pending against the firm under the Drugs and cosmetics Act / Rules made there under as well as under the Drugs (Price) control order, 1995 issued from time to time. An affidavit in lieu of this will also be accepted.

5. Procedure for application:

- i. Eligible chemists shall submit applications in closed and sealed envelopes superscribed as "Quotation for Supply of Medicines on credit slip arrangement" to NABARD, Uttar Pradesh Regional Office, Lucknow along with all the required documents.
- ii. The chemist will be responsible to ensure that his application is deposited on or before the due date and time.
- iii. The Bank is not responsible for non-receipt of applications within the specified date and time due to any reasons including postal delays or delay in transit.

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

Applications received after the due date and time or incomplete in any respect are liable to be rejected. The Bank reserves the right to accept or reject any or all of the applications in full or part without assigning any reason. The Bank reserves the right to scrap the panel at any time, without assigning any reason thereof. The Bank's decision in this regard shall be binding and final.

NABARD has the right to modify / alter any requirements in this document at its discretion in the interest of the Bank and as deemed appropriate.

7. Credit Slip for and delivery of supplies:

- a) On receipt of credit slip for supply of medicines issued by BMO, the delivery of supplies in full shall be made before 5.15 PM on the same day. Similarly, the chemists shall supply medicines to bank employees residing in bank quarters on submitting the credit slips to their respective shops.
- b) In case of indent for specific brand of medicines, the brand shall not generally be substituted. In other cases, medicines conforming to Schedule M specifications of the Central Drugs Standard Control Organization shall be supplied.
- c) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity of any particular medicine/drug.
- d) Every medicine should have its own shelf-life period mentioned on the label of medicine.
- e) The chemist should not stop the supplies of the medicines/drugs without giving 30 days notice.

8. Presentation of bills:

- a) The chemist shall present the bill for every month NABARD, Uttar Pradesh Regional Office, Lucknow for the supplies made. The bill shall clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount, name of manufacturer, batch No., date of manufacture & expiry date, credit slip No. with date etc. and any other information required by the Bank.
- b) The bill shall be supported by the original credit slip under the name and signature of the officer to whom the credit slip issued, with date etc.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.

9. Payment:

Payment shall be made after submission of the bill on monthly basis. However, the chemist shall make no claim from the bank in respect of interest or damages in case payment is delayed due to any reason.

The payment shall to be made through NEFT for which chemist shall submit duly filled in NEFT Mandate Form.

10. Corrupt, fraudulent or unethical practices:

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

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

e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount already paid by the Bank, replace the medicines in question. The Bank may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

11. Applicability of best prices:

If the chemist who is empanelled with the Bank offers a higher discount or sells or even offers to sell medicines following conditions of sale the currency of period of empanelment, the discount rate applicable to the Bank will be automatically increased with effect from that date for all the subsequent supplies. Other empanelled vendors will also be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 14 (Fourteen) days time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.

12. Indemnity:

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

13. Arbitration:

The contract is based on mutual trust and confidence. Both parties agree to carry out assignment in good faith. In case of any dispute arising between NABARD & the bidder during the period of the contract or anything pertaining to breach of contract, shall be referred to and settled by sole arbitration by Chief General Manager, HRMD, Head Office, NABARD, Mumbai. The decision of the Chief General Manager will be final and binding.

ANNEXURE I

NABARD Uttar Pradesh Regional Office, Lucknow

APPLICATION FORM OF CHEMIST FOR SUPPLY OF MEDICINES ON CREDIT SLIPS

1. Name of the Chemist:
2. Constitution: (Company/ Partnership/ Proprietorship):
3. Details of Registration (Registering Authority; Registration No. & Date):
4. Year of Commencement of Business :
5. GST No.
6. PAN No:
7. Whether Manufacturer/ Authorised Distributer/ Dealer/ Agency:
8. Name/s of the proprietor/ partner/ director/ official with designation authorized to make commitment to the Bank:
9. Telephone No.:
Mobile No.:
e-mail:
10. Mailing Address:
11. Whether the chemist holds valid licence/s on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the state under the provisions of Drugs and Cosmetics Act, 1940? Please give details of the licences
(please enclose the copy of valid licence)
12. Whether the chemist has been convicted by the State Drugs Controller or any case is pending against the chemist under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time?
13. Whether the billing system is computerized?:
14. Are you agreeable to the best price norm (refer para 11):
15. Names of the Govt./ public Sector/ corporate clients of the chemist for bulk supply of medicines, if any **(please enclose copy of work order.)**
16. Name and address of the Principal Banker. (Please also give telephone numbers.)

I have read and understood the notice issued by NABARD, containing the eligibility criteria and the terms and conditions for supply of medicines. I fully accept the terms and conditions. I also

understand that the Bank reserves the right to accept any or reject any or all of the applications without assigning any reasons.

Signature:

Name:

Date:

Enclosures:

i) Copy of valid licence.

ii) Copy of GST registration.

iii) A copy of PAN.

iv) Certificate from the Drug controller that no case is pending against the firm under the Drugs and cosmetics Act / Rules or an affidavit in lieu of this

Discount Offered by Chemist

Sr No	Details	Discount offered by the Agency on MRP of medicines as percentage (%)	Indicate the Locality where the Chemist would like to supply medicine against credit slips
1	<ul style="list-style-type: none">▪ Supply of medicines prescribed by Bank Medical Officer based on prescriptions through credit slips, by collecting the credit slips daily from NABARD Regional office at 11, Vipin Khand, Gomti Nagar, Lucknow-226010 (except Saturday, Sunday and holidays) and delivering the medicines at NABARD Regional office on the same day before 5.15PM.▪ Supply of medicines to Bank employees residing in quarters [at Aliganj, Sitapur Road, quarters, at Indira Nagar and quarters, at La Place Apartment, Hazratganj, at quarters at NBSC/BIRD Campus, Kanpur Road] on the basis of Bank Medical Officer's prescriptions through credit slips at the shops as and when such credit slips are submitted by bank employees on all days of the week (except the day when the shop remains closed).		

Name:
Date:
Seal:

NEFT Mandate Form

1. Vendor Details

- A. Name of Chemist
- B. Name of contact person :
- C. Address :
- D. Contact No. :

2. Particulars of Bank account

- A. Account Type: (S.B., Current or Cash Credit):
- B. Name of the Bank:
- C. Name of the branch :
Address :
- Telephone No. :
- D. 11 digit IFSC Code:
E. 9-Digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank:
- F. Account number (as appearing on the cheque book): (**please attach a blank cancelled cheque or photocopy of cheque**)

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Signature of Account Holder
(.....)

Date:

Certified that the particulars furnished above are correct as per our records.

Signature of the authorized Bank Manager with Rubber Stamp

Date: