

Empanelment of Suppliers/Stockists/Chemists for Supply of Medicines to NABARD MP RO, Bhopal

The National Bank for Agriculture and Rural Development (NABARD), Madhya Pradesh Regional Office, Bhopal intends to prepare a panel of suppliers/Stockists /Chemists for supply of medicines at dispensaries on 03 locations –(i) NABARD MP RO Bhopal at E-5, Arera Colony, (ii) NABARD Officers' colony Sector A Shahpura Bhopal and NABARD Staff Colony at Sector C Shahpura Bhopal. The panel is expected to remain operational for a period of two years from 01.04.2019 to 31.03.2021, subject to satisfactory performance.

The NABARD invites applications from Suppliers/Stockists/Chemists who fulfill the eligibility criteria and agree to the terms and conditions mentioned in the Request for Empanelment Document. **The application in the prescribed form should reach the Chief General Manager, NABARD, MP Regional Office, Bhopal with whom the empanelment is desired by 25 March 2019 by 03:30 pm.** The NABARD reserves the right to accept any application or reject any or all of the applications received without assigning any reasons.

Detailed terms and conditions and the Request for Empanelment Document are available in the Tenders Section of the NABARD's website www.nabard.org.

NABARD
MADHYA PRADESH REGIONAL OFFICE
BHOPAL
REQUEST FOR EMPANELMENT (RFE)

Notice for Empanelment of Suppliers/Stockists/Chemists for supply of medicines at dispensaries on 03 locations –(i) NABARD MP RO Bhopal at E-5, Arera Colony,(ii) NABARD Officers' colony Sector A Shahpura Bhopal and NABARD Staff Colony at Sector C Shahpura Bhopal

National Bank for Agriculture & Rural Development (the Bank), intends to prepare a panel of suppliers (hereinafter referred to as Chemists for brevity) for supply of medicines to dispensaries on 03 locations – (i) NABARD MP RO Bhopal at E-5, Arera Colony, (ii) NABARD Officers' colony Sector A Shahpura Bhopal and NABARD Staff Colony at Sector C Shahpura Bhopal. The panel is expected to remain operational for a period of two years subject to satisfactory performance.

The Bank invites applications from intending 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 apply in the prescribed form (**Annexure I**) to the Chief General Manager, NABARD, MP RO Bhopal, with whom the empanelment is desired. Duly completed applications along with the necessary enclosures, in a sealed envelope should be dropped in the tender box kept for the purpose at MP Regional Office, Bittan Market, E-5, Arera Colony, Bhopal-462016 **by 3.30 p.m on 25 March 2019**. The Bank reserves the right to accept any or reject any or all the applications received without assigning any reasons.

I. Eligibility:

a) The chemist must hold valid licenses as on the date of application in specified forms.

(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 have an annual minimum turnover of **Rs.15 Lakh** for last three years.

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

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

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

(g) The shop / establishment of the chemist should be situated in Bhopal, preferably within a distance of 3 km from NABARD, MP Regional Office, Bhopal.

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

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

II. Terms and Conditions:

1. Scope of work:

The Bank will issue a '**Credit Slip**' for supply of medicines from the empanelled chemists on all working days. The chemists will deliver the medicines/ drugs at the agreed rates in the stipulated time and at the specified place on the basis of the credit slips/requirement issued from time to time by the office of the Bank to which the chemist is attached. It may be noted that the Bank is not bound to procure all its requirements of medicines only from the chemist offering the Lowest Rate. The Bank also reserves the right to split / divide its purchases among two or more chemists. The Bank 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 Bank'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 to any place specified by the Bank. The chemist will provide MRP list in soft and hard form to NABARD from time to time during the currency of contract. The Bank will pay only the MRP minus discount as agreed upon.

3. Period of Contract

The period of the empanelment contract shall be for a period of two years' subject to satisfactory performance with the option of renewal for further period of one/ two years'

subject to satisfactory performance. 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 along with the application.

- a) Self attested copies of valid licenses 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 effect is acceptable in lieu thereof .
- c) Copies of the balance sheets for the last three financial years, duly certified by a Chartered Accountant.
- d) Client report from three clients as specified in para (I, d) as per format in **Annexure II**
- e) Banker's certificate from the chemist's banker as per format in **Annexure III**
- f) Copy of GST registration certificate
- h) A copy of PAN allotted to the chemist.

5. Procedure for application:

All pages of this document must be signed with seal at the bottom and sent together with duly filled in application form attaching all specified documents. Eligible chemists may submit applications in closed and sealed envelopes superscribed as "Application for Empanelment of Chemists for Supply of Medicines" accompanied by the copies of documents as indicated at item No.5 of the Notice. Applications should be addressed to the Chief General Manager, National Bank for Agriculture & Rural Development, Madhya Pradesh Regional Office, Bhopal under whose jurisdiction the shop/ establishment of the chemist falls and be dropped in the tender box kept in his office for the purpose, by not later than 3.30 p.m on **25 March 2019**.

The chemist will be responsible to ensure that his application is deposited in the above mentioned tender box on or before the due date and time. 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. **All costs in connection with preparation of the RFE document shall be borne by the applicant.**

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 reasons. The Bank reserves the right to scrap the panel at any time, without assigning any reasons 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 his

discretion in the interest of the Bank as deemed appropriate by him. His decision in this regard shall be final.

7. Notification of acceptance:

NABARD will communicate acceptance of the application by a letter.

8. Indent for and delivery of supplies:

- a) On receipt of credit slip for supply from the Bank, the delivery of supplies in full shall be made at the premises of the Bank's dispensary at 03 locations to which the credit slip pertains, during the working hours of the dispensary as soon as possible on same day.
- 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.
- d) Every medicine has its own shelf-life period mentioned on the label of medicine.
- e) The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned dispensaries.
- f) The chemist should not stop the supplies of the medicines/drugs without giving 30 days' notice.

9. Presentation of bills:

- a) The chemist shall present the bill to the office for the supplies made on monthly basis. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of manufacturer, batch No., date of manufacture & expiry date, Indent No. with date etc. and any other information required by the Bank.
- 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 30 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 has to be through ECS for which chemist should give requisite details of bank address, account No. etc.

11. Corrupt, fraudulent or unethical practices

The Bank 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 Bank 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 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'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 the Bank 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. The Bank 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 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 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 the Bank 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, Human Resources Development Department, Head Office, NABARD, Mumbai 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 & RURAL DEVELOPMENT
MADHYA PRADESH REGIONAL OFFICE, BHOPAL****APPLICATION FORM FOR EMPANELMENT OF CHEMISTS FOR SUPPLY OF DRUGS &
MEDICINES**

Sr.No.	Item	Details
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	PAN Number	
6	Whether Manufacturer/ Authorized Distributor/ Dealer / Agency	
7	Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank	
8	Tel.No (Landline) Mobile No e-mail:	
9	Mailing Address	
10	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 licenses	
11	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?	
12	Whether GST certificate is available with the Chemist?	
13	Whether the billing system is computerized?	
14	Discount offered (in % of bill)	
15	Names of the Government/ Public Sector/ Corporate clients of the chemist for bulk supply of medicines. Also give contact person's name and telephone numbers.	
16	Name and address of Principal Banker. Please also give phone numbers	

Declaration

I have read and understood the notice issued by NABARD, 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 any or reject any or all of the applications without assigning any reasons.

Name:

Signature

Designation:

Date:

Note: Applications complete in all respects in the above format may be submitted in sealed envelopes superscribed as "Application for Empanelment of Chemists for Supply of Medicines" accompanied by the copies of documents as indicated at item No.4 of the Notice. Applications should be addressed to the Chief General Manager, NABARD, MP Regional Office, Bittan Market, E-5, Arera Colony, Bhopal - 462016 under whose jurisdiction the shop/ establishment of the chemist falls by not later than 3.30 p.m on or before 25 March 2019

Annexure II

**PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE
(can be filled and printed separately)**

Name & address of the client :

Details of works executed by Shri /M/s.
_____ (name

of chemist)

1. Name of work with brief particulars:
2. Agreement No. and date:
3. Agreement amount (approximates are also acceptable):
4. Details of penalties levied (indicate amount) if any for non performance or non adherence to terms:
5. Name, address, telephone number and email id of the authority under whom supply executed

Name & Designation:

Telephone Nos:

Email:

6. Comments on the capabilities of the chemist:

- a) Technical proficiency
- b) Financial soundness
- c) Adherence to timelines
- d) Quality of work
- e) General behaviour

The undersigned is competent to issue this certificate.

*'Countersigned'

Signature of the
Reporting Officer with
office seal

Name & Designation:
Contact number /s :

Annexure - III
Bankers' Certificate

To

The Chief General Manager
National Bank for Agriculture and Rural Development
Madhya Pradesh Regional Office
Bhopal

Bankers' Certificate from a Scheduled Bank

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

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

Note:

1. Bankers' certificates should be on letterhead of the Bank, sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

