National Bank Staff College, Lucknow

NOTICE FOR EMPANELMENT OF CHEMISTS FOR
SUPPLY OF DRUGS AND MEDICINES UNDER CREDIT SLIP ARRANGEMENT TO
NBSC, LUCKNOW

National Bank Staff College (NBSC), intends to prepare a panel of chemists for supply of medicines under credit slip arrangement for the staff of NBSC through its dispensary at NBSC, Sector H, LDA Colony, Kanpur Road, Lucknow - 226012. The panel is expected to remain operational for a period of three years subject to satisfactory performance.

NBSC invites applications 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 apply in the prescribed form (Annexure I) to the Principal, NBSC 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 NBSC, Sector H, LDA Colony, Kanpur Road, Lucknow - 226012, by 3:00 p.m on 20th March 2020. The Bank reserves the right to accept any or reject any or all the applications received without assigning any reasons. Empanelment of at least three chemists should be done but depending upon the applications received this condition can be waived by the Principal, NBSC only.

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) renewal form 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 agree to deliver the medicines that the Bank indents through credit slips irrespective of the brands or manufacturers.

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, preferably within a distance of 2 km from NBSC, Sector H, LDA Colony, Kanpur Road, Lucknow.

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 5 Lakh for last 3 Years.

II. **Terms and Conditions:**

1. **Scope of work:**

    NBSC will issue a ‘Credit Slip’ for supply of medicines from the empanelled chemists on all working days (also on holiday falling just prior or after Saturday & Sunday if dispensary of NBSC is open which happens in case of 3 consecutive non-working days). The chemists will deliver the medicines/ drugs at the agreed rates on the basis of the credit slips/requirement issued from time to time by the office to which the chemist is attached. It may be noted that NBSC is not bound to procure all its requirements of medicines only from the chemist offering the Lowest Rate. NBSC also reserves the right to split / divide its purchases among two or more chemists. NBSC 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 NBSC’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 NBSC from time to time during the currency of contract. The Bank will pay only the MRP minus discount as agreed upon along with applicable GST. Terms & conditions related to pricing may change upon discretion of NBSC every time contract is renewed after 1 year subject to satisfactory performance.

3. **Period of Contract**

    The period of the empanelment shall be for three years (renewable every year) 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
    - (v) Any Subsequent Information that comes to knowledge of bank which may be detrimental to bank interest or image.
4. Documents establishing eligibility:

The following documents should be submitted along with the application.

a) Self attested copies of valid licences held by the chemist as on the date of application as specified at I (a).

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 5 lakh as mentioned at I (h).

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 super scribed as "Application for Empenelment of Chemists for Supply of Medicines under Credit Slip arrangement" accompanied by the copies of documents as indicated at item No.4 of the Notice. Applications should be addressed to the Principal, NBSC, Sector H, LDA Colony, Kanpur Road, Lucknow, and be dropped in the tender box kept in his office for the purpose, by not later than 3.00 p.m on 20th March 2020.

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. NBSC 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. NBSC reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons. NBSC reserves the right to scrap the panel at any time, without assigning any reasons thereof. NBSC's decision in this regard shall be binding and final. NBSC 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:**

NBSC will communicate acceptance of the application by a letter/any other electronic mode of from time to time.

8. **Indent for and delivery of supplies:**

a) On receipt of credit slip from the NBSC, the delivery of supplies in full shall be made to the staff for whom credit slip is issued by NBSC’s dispensary at Sector- H, LDA Colony, Kanpur Road, Lucknow.

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 BMO on the credit slip. In case of non-availability of medicine, permission of BMO may be taken before issuing substitute medicine.

d) Every medicine should have its own shelf-life period mentioned on the label of medicine.

e) Chemist should be open to accept credit slips from 9am to 9pm on all working days.

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. 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 NBSC.

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.
11. Corrupt, fraudulent or unethical practices

NBSC 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 NBSC 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 detrimental to interests of NBSC.

c) NBSC 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) NBSC 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 NBSC 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. NBSC 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 NBSC against all actions, suits, claims and demands brought or made against NBSC 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 NBSC 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 NBSC, it shall be filed within local limits of NBSC 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 NBSC 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 STAFF COLLEGE, LUCKNOW

APPLICATION FORM FOR
EMPANELMENT OF CHEMISTS FOR SUPPLY OF DRUGS & MEDICINES

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Details</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of the Chemist</td>
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<td>2</td>
<td>Constitution (Company/ Partnership/ Proprietorship)</td>
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<td>3</td>
<td>Details of Registration (attach copy)</td>
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<td>Registering Authority</td>
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<td>Registration No. &amp; Date</td>
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<td>Year of commencement of business (attach copy)</td>
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<td>GST No (attach copy)</td>
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<td>6</td>
<td>PAN Number (attach copy)</td>
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<td>7</td>
<td>Whether Manufacturer/ Authorized Distributor/ Dealer / Agency</td>
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<td>8</td>
<td>Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank</td>
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<td>Telephone No</td>
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<td>Mailing Address</td>
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<td>Shop open time (timings of shop specifying opening, closing &amp; lunch time)</td>
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<td>Shop holiday on</td>
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<td>c)</td>
<td>Whether door delivery facility available</td>
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<td>11</td>
<td>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? Please give details of licenses (attach copies)</td>
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<td>12</td>
<td>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?</td>
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<td>13</td>
<td>Is the Pharmacy holding a valid license for supplying Scheduled Drugs? If yes, submit copy</td>
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<td>14</td>
<td>Whether the billing system is computerized?</td>
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<td>15</td>
<td>Discount offered as percentage (%) of MRP. (Please refer to Para 2 under Terms &amp; Condition. The payment will be made on the basis of the MRP minus discount along with GST) % Discount (in figures only up to two decimals) % Discount (in words)</td>
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<td>16</td>
<td>Name and address of Principal Banker. Please also give phone numbers &amp; attach scanned copy of cancelled cheque leaf</td>
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- All copies of documents should be self-attested
DECLARATION

I have read and understood the notice issued by NBSC, 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.

Signature:

Name:

Designation:

Date:

Note: Applications complete in all respects in the above format may be submitted in closed envelopes supercribed as "Application for Empanelment of Chemists for Supply of Medicines under Credit Slip arrangement" accompanied by the copies of documents as indicated at item No.5 of the Notice. Applications should be addressed to the Principal, NBSC, Sector H, LDA Colony, and Kanpur Road, Lucknow – 226012 under whose jurisdiction the shop / establishment of the chemist falls by not later than 3.00 p.m on 20th March 2020.
Empanelment of Chemists for Supply of Drugs and Medicines to NBSC, Lucknow

The National Bank Staff College, Lucknow (NBSC), Training Institution of National Bank for Agriculture and Rural Development (NABARD), intends to prepare a panel of chemists for supply of medicines under credit slip arrangement for the staff. The panel is expected to remain operational for a period of three years subject to satisfactory performance.

NBSC invites applications from 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 Principal, NBSC, Sector H, LDA Colony, Kanpur Road, Lucknow – 226012, by 3 PM on 20th March 2020. NBSC 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 website of NBSC at www.nbsc.org and tenders section of NABARD’s website at www.nabard.org.