



**RESERVE BANK OF INDIA  
HUMAN RESOURCES DEVELOPMENT DEPARTMENT  
CENTRAL OFFICE  
MUMBAI**

**REQUEST FOR EMPANELMENT (RFE)**

**NOTICE FOR EMPANELMENT OF SUPPLIERS / STOCKISTS / CHEMISTS FOR  
SUPPLY OF DRUGS & MEDICINES TO 15 DISPENSARIES OF RESERVE BANK OF  
INDIA AT MUMBAI AND NAVI MUMAI**

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Reserve Bank of India (the Bank), intends to prepare a panel of suppliers / stockists / chemists (hereinafter referred to as Chemists for brevity) for supply of medicines to the Bank's 15 dispensaries at Mumbai and Navi Mumbai. The panel is expected to remain operational for a period of three years subject to satisfactory performance.

The Bank invites applications from such Chemists who are interested in inclusion 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 (**Annex I**) to the Regional Director, Reserve Bank of India, Mumbai, with whom the empanelment is desired. Duly completed applications along with the necessary enclosures, in a sealed envelop should be dropped in the tender box kept for the purpose at CES, MO, RBI, Main Building, 3rd Floor, Fort, Mumbai, by 3.00 p.m on **October 15, 2013**. The Bank reserves the right to accept any or reject any or all of 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.75 Lakh** for the 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 supply **the medicines** and consumables that the Bank indents irrespective of the brands or manufacturers. Failure to do so after execution of the purchase 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 the same city/ town where empanelment is being sought.

(h) VAT clearance 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 '**Request for Quotation**' (RFQ) for supply of medicines from the empanelled chemists once every year on the basis of an indicative list specifying broad requirements expected during the year. The Bank will enter into an annual purchase contract with one or more chemists who offer the Lowest rates. The chemists will supply the medicines/ drugs at the agreed discount in the stipulated time and at the specified place on the basis of the Indents issued from time to time by the office of the Bank to which the chemist is attached during the year. It may be noted that the Bank is not bound to procure all its requirements of medicines only from the chemist offering the highest discount. 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 RFQ, the chemist should quote rates as applicable to Govt. Hospitals/ Institutions 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, carting, transportation etc. in connection with supply to any place specified by the Bank. The Bank will pay only the quoted rates. The quoted offer shall remain valid for the entire duration of the contract.

### **3. Performance security guarantee**

On entering into an annual purchase contract with the bank, as specified above, the chemist will have to furnish a Performance Bank Guarantee for an amount of Rs.10

lakh the form of Bank Guarantee valid for 18 months issued by the Scheduled Bank or through Demand Draft payable to “Reserve Bank of India, (Mumbai)”. No claim shall be made against the Bank (Regional Director Mumbai) in respect of interest if any due on the Performance Security.

The Performance Bank Guarantee should remain valid up to six months beyond the validity of the contract.

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the authorized chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The Performance Security is also liable to be forfeited if the authorized chemist:

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

#### **4. Period of Contract:**

- a) The period of the empanelment contract shall be for a period of three years subject to satisfactory performance.
- b) In respect of the annual purchase contract, supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

#### **5. 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.
- c) 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
- d) Copies of the balance sheets for the last three financial years, duly certified by a Chartered Accountant.
- e) Client report from one client as specified in para (I, d) as per format in **Annex II**
- f) Banker's certificate from the chemist's banker as per format in **Annex III**

- g) Copy of Sales Tax registration.
- h) Copy of VAT registration certificate.
- i) A copy of PAN allotted to the chemist.

#### **6. 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 Regional Director, Reserve Bank of India, Mumbai 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 3.00 p.m on **October 15, 2013.**

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.**

#### **7. 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. The Regional Director, Mumbai 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.

#### **8. Notification of acceptance:**

The Regional Director, Mumbai will communicate acceptance of the application by a letter.

#### **9. Indent for and delivery of supplies:**

- a) On receipt of indent for supply from the Bank, the delivery of supplies in full shall be made at the premises of the Bank's dispensary to which the indent pertains, during the working hours of the dispensary as soon as possible but not later than three working days.
- b) In case of indent for specific brand of medicines, the brand shall not 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 indented of any particular medicine/drug.
- d) Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
- 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.

#### **10. Presentation of bills:**

- a) The chemist shall present the bill to respective office for the supplies made. 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 indent along with the certificate from the authorised official of the Bank in charge of the dispensary under his/her signature, with date, seal of the office for receipt of the items indented.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.

#### **11. Payment:**

Payment of the bills presented will normally be arranged within 10 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. The payment has to be through ECS for which chemist should give requisite details of bank address, account No. etc.

#### **12. 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 any thing 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.

### **13. 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.

### **14. 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, Central Office, Reserve Bank of India, Mumbai who shall give written award of his decision to the Bidder. The decision of the Chief General Manager will be final and binding.

**RESERVE BANK OF INDIA  
MUMBAI**

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

S.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	Sale Tax No	
6	PAN Number	
7	Whether Manufacturer/ Authorised Distributor/ Dealer / Agency	
8	Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank	
9	Telephone No  Mobile No  e-mail:	
10	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 licenses	
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 VAT clearance certificate is available with the Chemist. ?	
14	Whether the billing system is computerised?	
15	Agreement to best price norm (refer para 13)	
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.	

I have read and understood the notice issued by Reserve Bank of India, containing the eligibility criteria and the terms and conditions for empanelment 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 closed 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 Regional Director, Reserve Bank of India, Mumbai under whose jurisdiction the shop/ establishment of the chemist falls by not later than 3.00 p.m on **October 15, 2013**.



**Annex 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 :**

**Bankers' Certificate**

To  
Regional Director,  
Reserve Bank of India,  
Mumbai

**Bankers' Certificate from a Scheduled Bank**

This is to certify that to the best of our knowledge and information M/s Sri .....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

For the Bank

**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.