



**Reserve Bank of India
Central Establishment Section
Bengaluru**

E-Tender for request for quotations for Annual Contract (AC) for Supply of medicines at the Bank's dispensaries in the Main Office premises and Bank's Staff Colonies at Bengaluru for the year April 2021 – March 2022

NOTICE INVITING TENDER (NIT)

Consequent to the response of the chemists/ druggists/ stockists to the advertisement issued by Reserve Bank of India in leading local newspapers on February 12, 2021 for "Empanelment of chemists/ druggists/ stockists for Supply of Drugs and Medicines to RBI Dispensaries", a panel of five suppliers for the years 2021-2024 namely Apollo Pharmacies Limited, Fours Pharma, Ram Agencies, Vardhman Pharma Distributors Pvt Ltd and Bharath Medical and General Agencies had fulfilled the eligibility criteria and agreed to all the terms and conditions specified in Request for Empanelment document.

2. We now invite quotations from empaneled chemists/ druggists/ stockists for award of Annual Contract (AC) for supply of medicines to Bank's Dispensaries in the Main Office and Bank's Staff Colonies at Cunningham Road, Cunningham Crescent, Koramangala, Osborne Road, Nandini Layout and RPC Layout, Bengaluru for the year April 2021 – March 2022. The estimated expenditure for the year 2021-22 is **₹ 250 lakh**. Tenderers are requested to quote the best uniform discount rate for the tentative annual purchase of medicines/ drugs/ medical items. Your offer should be made in the Price Bid format in Part II of this e-tender. An Earnest Money Deposit (EMD) of **₹5,00,000/-** (Rupees five lakh only) has to be deposited on or before April 19, 2021 (10:00 hrs). The price bids of such of the empaneled chemists / druggists / stockists who have submitted EMD will only be considered for award of the Annual Contract.

3. The tendering would be done through the e-Tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>). Empaneled chemists/druggists/stockists must register themselves with MSTC Ltd. through the above mentioned website to

participate in the tendering process. The tenderers should submit their discount rate through e-tendering portal along with all supporting documents on or before **10:00 hrs** on **April 19, 2021**. Price bids of the tenderers will be opened on **April 19, 2021** at **15:00 hrs**.

4. In the event of any date indicated above being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein. Tender document can be downloaded from Bank's website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any amendment / corrigendum / on the above website. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

March 24, 2021

Regional Director for Karnataka
Reserve Bank of India
Bengaluru



**Reserve Bank of India
Central Establishment Section
Bengaluru**

E-Tender for Request for Quotations for Annual Contract (AC) for Supply of medicines at Bank's dispensaries in the Main Office premises and Bank's Staff Colonies in Bengaluru

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Schedule of Tender (SOT)

| Name of the Department | Central Establishment Section, Reserve Bank of India, Bengaluru |
|---|---|
| e-Tender no: | RBI/Bangalore/Others/26 /20-21/ET/ 676 |
| e-Tender name | Request for Quotation for Annual Contract (AC) for Supply of medicines at Bank's dispensaries in the Main Office premises and Bank's Staff Colonies at Bengaluru. |
| Mode of Tender | e-tendering system Online Financial Bid/ price bid through (https://www.mstcecommerce.com/eprochome/rbi/) |
| Estimated value of tender (including Taxes) | ₹ 250 lakh |
| Date of NIT/ RFQ available to the parties to download | March 24, 2021 onwards |
| Bidding start date https://www.mstcecommerce.com/eprochome/rbi/ | March 24, 2021 onwards |
| Earnest Money Deposit (EMD) | 2% of the Estimated Cost i.e. ₹ 5,00,000/- (Rupees Five lakh sixty thousand only) to be remitted through NEFT only Beneficiary account no : 8692299 IFSC : RBIS0BGPA01 (please read the fifth letter as zero) Beneficiary Name : Reserve Bank of India, Bengaluru <i>The proof of having remitted EMD is to be uploaded on MSTC portal.</i> |
| Last date of receipt of EMD through NEFT. | On or before April 19, 2021 10:00 hrs |
| Last date of closing of e-Tender for submission of Price Bid | April 19, 2021 10:00 hrs |
| Date & time of opening of Price Bid | April 19, 2021 15:00 hrs |
| Transaction Fee (Important Note: Please note that vendors will have the access to e-tender only after receipt of Transaction fee by NEFT in favour of MSTC Limited) | Payment of Transaction fee (0.05% of contract value+18% GST) through MSTC Gateway /NEFT/ RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd. |
| Last date of submission of Transaction fee through NEFT in favour of MSTC Limited, Kolkata. | One working day before the last date of closing of e-tender. |

Section-II

Important instructions for E-tendering

This is an e-tendering event of Reserve Bank of India, Bengaluru. The e-tendering Service Provider/ Contractor/ Vendor is MSTC Limited. Bidders are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting their online tender.

Process of E-tender:

Registration: The process involves Vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the Vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Price bid/ Financial Bid over the internet will be done. Service Provider / Contractor / Vendor should possess Class-III signing type digital certificate. Vendors are to make their own arrangement for bidding from a Personal Computer connected with Internet. MSTC / RBI, Bengaluru is not responsible for making such arrangements. (Bids will not be recorded without Digital Signature)

SPECIAL NOTE: THE FINANCIAL BID/ PRICE BID HAS TO BE SUBMITTED ON-LINE ONLY AT : https://www.mstcecommerce.com/eprchome/rbi/buyer_login.jsp

(a) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. Depts. → RBI. Register as Vendor by filling up details and creating own user id and password → Submit.

(b) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.

In case of any clarification, please contact MSTC / RBI, Bengaluru, (before the scheduled time of the e-tender).

Contact person (RBI):

- a. Smt. Usha Sridhar (Manager, CES) 080-2218 0152
- b. Smt. S K Sujitha (Assistant Manager, CES)
080-2218 0152

Contact person (MSTC Ltd):

- i. Shri. J. Damodaran, Branch Manager

080-2228 7356 / 98410 02253

(jdamodaran@mstcindia.co.in)

- ii. Shri Raveendranath, 76764 56095

- iii. Shri Arnab Sarkar 99860 36012

Google hangout ID- (for text chat) - mstceproc@gmail.com

2. System Requirement:

- (a) Windows XP-SP3 & above / Windows 7 Operating System
- (b) IE-7 and above Internet browser
- (c) Signing type digital signature
- (d) JRE-7 update 9 and above software to be downloaded and installed in the system.
- (e) To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

Tools > Internet Options > Security > Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

Tools > Internet Options > General > Click on Settings under “browsing history/ Delete Browsing History” > Temporary Internet Files > Activate “Every time I Visit the Webpage”. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools > Internet Options > custom level (**Please run IE settings from the page www.mstcecommerce.com once**)

For more details, vendor may refer to Service Provider / Contractor / Vendor Guide and FAQ available at www.mstcecommerce.com/eprochome.

3. The Price Bid has to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.

4. All entries in the tender should be entered in online Technical & Financial / Price formats without any ambiguity.

Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in Service Provider / Contractor / Vendor login. The vendors have to select the particular tender from the event dropdown box. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and Service Provider / Contractor / Vendor shall be receiving a system generated mail.

Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid. Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate e-mail I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

Bidding in E-tender:

- (a) Vendors need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (If any) to be eligible to bid online in the e-tender. Earnest Money Deposit for a sum of **₹5,00,000/-** to be received by Reserve Bank of India, Bengaluru Account on or before **10:00 hrs** on **April 19, 2021**. The account details for NEFT/RTGS transactions are as follows.

Beneficiary Name : **Reserve Bank of India, Bengaluru**
IFSC : **RBIS0BGPA01** (please read the fifth letter as zero)
Account No. : **8692299**

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The bidders are also advised to e-mail the proof of remittance with transaction number (scanned copy) to esttbangalore@rbi.org.in. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

- (b) The process involves Electronic Bidding for submission of Financial / Price Bid.
- (c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid/ Financial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt. Depts. → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- (d) Service Provider / Contractor / Vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that click on the Technical bid, if applicable. If this application is not run then Service Provider / Contractor / Vendor will not be able to save / submit his Technical bid.
- (e) After filling the Technical Bid (if applicable), vendor should click 'SAVE' for recording their Technical bid. Once the same is done, the Financial Bid link

becomes active and the same has to filled up and then vendor should click on “SAVE” to record their financial bid. Once both the Technical bid & Financial bid has been saved, Service Provider / Contractor / Vendor can click on the “**Final submission**” button to register their bid.

- (f) Vendors are instructed to use ‘**Attach Doc**’ button to upload documents. Multiple documents can be uploaded.
- (g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- (h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- (i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- (j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and Service Provider / Contractor / Vendor for execution of supply.
- (k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- (l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable.

Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

No deviation to the Technical and Financial Terms & Conditions are allowed.

The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

Vendors are requested to read Service Provider/Contractor/Vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize themselves with the system before bidding.

Section-III

Terms & Conditions:-

Terms and conditions as specified in our Request for Empanelment Document and agreed by you shall apply. Special conditions as indicated in Form-II shall also be applicable.

- I. Earnest Money Deposit (EMD) at 2% of the Estimated Cost ₹5,00,000/- (Rupees Five lakh only) must be received on or before 10:00 hrs on April 19, 2021 along with your bids by way of credit through NEFT (IFSC: RBIS0BGPA01 (please read the fifth letter as zero); Account No: 8692299; Beneficiary Name: Reserve Bank of India, Bengaluru)
Bids without EMD will not be considered and will be rejected. EMD of unsuccessful bidders will be returned within 15 days of awarding the Annual Contract to successful bidder. EMD of the bidders not honouring their commitment / quotations may be forfeited at the discretion of the Regional Director, Reserve Bank of India, Bengaluru who is not bound to assign any reason for his action.
- II. The successful bidder has to submit a Performance Bank Guarantee (PBG), **within a period of 15 days** from the date of award of AC from a scheduled bank for **₹25,00,000/- (Rupees Twenty five lakh only)** in favour of the Regional Director, Reserve Bank of India, Bengaluru valid for a period of eighteen months from the date of AC. The EMD submitted by the successful bidder will be returned soon after the receipt of the PBG. The format for PBG is given in **Form-III**.
- III. The successful bidder will enter into an Annual Contract Agreement with the Bank as per format in Form-IV. The AC will be valid for a period of one year from the date of AC and the uniform discount quoted by you shall remain firm and valid for the period.
- IV. Under no circumstance will a request for alteration in the discount rate will be accepted/ considered.
- V. Time is the essence of the contract, you have to make delivery at the Bank's specified dispensary as per the delivery schedule given in each Purchase Order. The Chemist must have their office at Bengaluru to execute the order and replace the rejected material if any, on priority.
- VI. **The bidder should upload a signed and scanned copy of Form I & Form II at the MSTC website to enable the Bank to download the same. Bids not accompanied by these uploads will be rejected.**
- VII. 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 only pay the labelled MRP less discount allowed thereon as per your offer.

- VIII. Quotation (Bids) received without EMD will be summarily rejected. Any conditional quotations / offers will not be accepted.
- IX. If the chemist with whom the Bank has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines with conditions of sale similar to those of the Bank's contract, to any person or organization during the currency of the rate contract, the discount rate applicable to the Bank will be automatically increased with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) 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.
- X. Fulfilling the above terms & conditions and offering the highest discount does not necessarily mean qualifying for the award of the Contract.
- XI. The Regional Director, Reserve Bank of India, Bengaluru reserves the right to accept any or reject any or all the offers received without assigning any reason thereof. The Regional Director also reserves the right to relax or alter any clauses mentioned in this document as seem appropriate to him in interest of the Bank.
- XII. The Regional Director, Reserve Bank of India, Bengaluru reserves the right to terminate the Annual Contract at any point of time by giving one month's notice without assigning any reason and without prejudice to any other remedies available to the Bank.

Note: All the bidders may please note that any amendments/corrigendum to the RFQ, if issued in future, will be notified on the RBI Website and MSTC Website as given above and **will not be published in the newspaper.**

FORM-I

(Signed & scanned copy on the tenderer's letter head to be uploaded on
MSTC)

The Regional Director
CES, Reserve Bank of India
Bengaluru 560001

E-Tender for Request for Quotation for Annual Contract (AC) for Supply of medicines at the Bank's dispensaries in the Main Office premises and Bank's Staff Colonies at Bengaluru for the year April 2021- March 2022

In response to the above and in full agreement with the terms and conditions as stipulated by Reserve Bank of India, Bengaluru:

- a) I/ We certify that before signing this bid, I/ We have read and fully understood all the terms and conditions and instructions laid down in the tender document and undertake to abide by them.
- b) The Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees five lakhs only) is submitted online to Beneficiary Name: Reserve Bank of India, Bengaluru IFSC: RBIS0BGPA01, Account No.: 8692299.
- c) On receiving the award of contract, I/We will furnish a Performance Bank Guarantee in lieu of Security Deposit for ₹25,00,000/- (Rupees twenty five lakh only) which shall be valid for a period of eighteen months from the date of AC.
- d) I / We also understand that the Regional Director, Reserve Bank of India, Bengaluru has the right to accept or reject my/ our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.
- e) I/ We have valid registration in respect of GST etc. I/We also undertake that we abide by all the applicable Central/ State/ municipal/ statutory laws/ guidelines.
- f) I/ We also understand that the Bank Guarantee, in lieu of security deposit, will be invoked in the event of failure on my/ our part to execute the agreement within the specified time or in case of breach

attributable to me/ us of the terms and conditions, or failure on my/ our part to duly execute the work.

- g) I/ We undertake to bear packing, cartage and transportation expenses and also bear all taxes, GST/Sales Tax, etc. as required or may be required under law, on aforesaid supplies. The Bank will pay only the Printed Retail Price less the above quoted discount. The bidder will not charge any such taxes from the Bank.
- h) I/ We undertake to keep the above quoted rate of discount on the Printed Maximum Retail Price on all items of supplies valid till duration of this contract.
- i) I/ We undertake that all the medicines shall be provided as per indent / Purchase Order and no “substitute medicines” will be supplied.

Yours faithfully,

Date:

Authorized Signatory (Name & Seal)

Place:

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-commerce portal.

FORM-II

SCOPE OF WORK AND TERMS & CONDITIONS

1 DELIVERY OF SUPPLIES

The delivery of supplies in full will be made within the time and place specified in the respective Purchase Order (PO).

2 NON SUBSTITUTION / CONFIRMATION WITH SCHEDULE M

In case of indent for specific brand of medicines, the brand shall not be substituted. In all other cases, medicines conforming to schedule M specifications only shall be supplied.

3 PACKED SUPPLIES

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/drug in the PO.

4 AUTHORITY SLIP

In case an Authorized Official of the Bank or the Bank's Medical Consultant/Officer in charge of the Dispensary concerned gives any 'By Hand' Authority Slip to a beneficiary, the medicines will be supplied immediately to the beneficiary for a period as mentioned in the slip.

5 LIFE PERIOD OF MEDICINES SUPPLIED

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.

6 PRESENTATION OF BILLS:

(i) The bills should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, prescription slip No. with date, rate, discount as per contract etc. and any other information required by the Bank.

(ii) The bill shall be supported by the original PO along with the certificate from the Bank's authorised official under his/her signature, with date, seal of the office for receipt of the items indented.

Incomplete bills not accompanied by any of the particulars mentioned in (i) and (ii) above will not be entertained.

7 PERFORMANCE SECURITY

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

- Fails to adhere to the terms of the Contract or
- Supplies any sub-standard, spurious drugs or the substitute medicines.
- Delays supplies.
- Over charges

The Chemist should not stop the supplies of the medicines/drugs **without giving 30 days prior notice.**

8 DEDUCTIONS FOR DELAY/ DEFAULT

8.1 In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then chemist will be penalized for ₹1000 + cost of the specific brand of medicines for each such default.

8.2 The delivery of supplies in full will be made within the time and place specified in the respective Purchase Order (PO) at the opening hours of Bank's dispensary, at the premises of the dispensaries to which indenting the supplies or in case of emergency at the residence of the patients as directed by the Bank. In the event of non-supply of indented medicines in time as aforesaid, ₹ 500/- will be deducted from the bill of the Chemists for each day or part thereof for delay in respect of each item.

9 TERMINATION FOR DEFAULT

The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract.
- b. If the bidder fails to perform any other obligation(s) under the Contract.
- c. If the bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

10 RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS

The Regional Director, Reserve Bank of India, Bengaluru reserves the right to enter into annual contracts with any number of chemists. The Regional Director, RBI, Bengaluru also reserves the right to allocate, reallocate the dispensaries, existing and new ones that may be set up during the currency of the contract. The Regional Director, RBI, Bengaluru also reserves the right to decide which supplier shall normally serve which dispensary. Without prejudice to the right, emergency purchases can be preferred from any of the empaneled supplier irrespective of such allotment of dispensary to each Authorized Chemist/druggist/stockist for purchase of normal supplies.

11 SUPPLY OF MEDICINES

11.1 Sufficient stock of standard quality medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the Bank's beneficiaries.

11.2 In case of failure or refusal on chemist's part to supply the medicines to the purchaser/ beneficiaries within the time as provided in the respective PO, the contract is liable to be terminated /cancelled at chemist's risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from the chemist. It is in addition and without prejudice to the deduction in clause 8 above and 11.4 below.

11.3 The chemist will indicate batch number, name of manufacturer, date of expiry in the bill/invoices at the time of supplying the medicines/drugs to the concerned Dispensaries.

11.4 (a) The medicines/drugs to be supplied will be of standard quality. In case it is found that any particular medicine's validity has expired or is near the date of expiry, found not of standard quality, substandard or spurious, chemist's (Appointed Authorized Chemist) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated. In case the chemist fails to supply indented drugs/medicines, the Bank will be entitled to procure the same from other chemists and the chemist will be liable to reimburse in full the price paid by the Bank. However, the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.

(b) In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then chemist will be penalized for ₹1000 + cost of the specific brand of medicines for each such default.

11.5 Indented medicines for the beneficiaries shall be supplied in individual packets by the designated chemist.

12 INDEMNITY

The bidder shall indemnify the Bank against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder 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 bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to Bank and will not hold the Bank responsible or obligated. The Bank may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

13 PAYMENT

The authorized chemist shall claim for payment against invoices/ bills for the medicines supplied. Payment will be made electronically through NEFT within 10 working days from the date of presentation of the bill, for which the bidder has to

provide the requisite bank account details. However, the authorized chemist shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any reasons.

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 by 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 on the parties.

I/We have read the General Information, Scope of Work, Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

SIGNATURE & SEAL OF THE APPLICANT

(Please sign at the bottom of all pages)

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-Commerce portal.

PERFORMANCE BANK GUARANTEE FORM - For an amount of ₹ 25,00,000/-

To

The Regional Director

Reserve Bank of India

Bengaluru

WHEREAS _____ Name of successful bidder hereinafter called "Successful Bidder" has undertaken, Annual Contract No.

_____ dated, _____ 2021 to _____ (Description of Services) hereinafter called "the Contract" in pursuance of Request for Quotation dated _____, 2021 issued by RBI, Bengaluru.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give guarantee for the successful bidder.

THEREFORE, WE hereby affirm that we are guarantors and responsible to you up to a total sum of ₹25,00,000/- (Rupees Twenty five lakh only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand for the sum specified therein.

2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and

successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.
4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.
5. We undertake not to revoke this guarantee during its currency.
6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.
7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 18 months or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2021 at Bengaluru

SIGNED, SEALED AND DELIVERED

For and on behalf of

By:
Signature
Name
Designation
Address

ANNUAL CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2021 _____ between

Reserve Bank of India

Nrupathunga Road

Bengaluru

(Name and address of purchaser)

Hereinafter called "the purchaser" of the one part and

(Name and address of chemist)

Hereinafter called "the Supplier" of the other part:

WHEREAS the Purchaser is desirous of purchasing certain medicines, drugs etc. on a discounted price and has accepted a bid by the Supplier for the supply of those goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - 2.1 The Request for Empanelment document dated March 04, 2021 submitted by the Supplier;
 - 2.2 The NIT/ Request for Quotation document dated _____, 2021 submitted by the Supplier;
 - 2.3 The Purchaser's Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in tender document condition.

6. That the contract shall be valid for a period of one year from the date of execution of contract.

Signed and seal of the Purchaser

Signed and seal of the Supplier

Witness By:

i. Signature :

Name :

Address :

ii. Signature :

Name :

Address :

PART – II

FORM-V

FINANCIAL BID

Note: The rates have to be filled in by the tenderer online in the MSTC portal only inclusive of GST

Kindly do not upload this document.

In response to the above and in full agreement with the terms and conditions and the pre- qualification criteria as stipulated by you, I/We state as under:-

| Sl. No. | Description | Uniform discount rate in % form (to be quoted on MSTC) on the MRP ('a') | Total Cost (100-a) |
|----------------|--|--|---------------------------|
| 1 | Cost of procurement of medicines/ drugs for Bank's dispensaries at Bengaluru applicable on medicines/ drugs/ medical items (Cost including packing, cartage and transportation expenses and also bear all taxes, GST/Sales Tax) | | |

Please note: Do not quote the rates here. Quote on (Column 'a') to be entered in MSTC website only. The total amount will be calculated automatically by the system.

PRICE BID (for reference only)

The Bidders have to fully read and understand, the terms, conditions and other details mentioned in the Bank's RFE (Request for Empanelment) and RFQ (Request for Quotation) documents and offer to supply medicines/ drugs to the Bank's dispensaries located at Bengaluru at the rate which is the Maximum Retail Price printed less the discount.

For Bidding, the empaneled chemists are requested to Enter the Uniform Discount (in % terms) offered on the Maximum Retail Price printed on Strip/Bottle/Unit packed in respect of all items of supplies to be made under the contract irrespective of the brand and manufacturer. Then the system will indicate the 'Total cost' as: "100 minus the offered Uniform Discount". The annual Contract shall be given to the empaneled chemist who offers the highest uniform discount percentage or in other words the lowest Total cost.