



भारतीय रिज़र्व बैंक/ RESERVE BANK OF INDIA
केंद्रीय स्थापना अनुभाग / CENTRAL ESTABLISHMENT SECTION
चेन्नै/ CHENNAI – 600001

RBI/Chennai Regional Office/Estate/14/25-26/ET/155
[Door-Step Delivery and Bulk Supply of Medicines]

e-Tender for Door-Step Delivery of Medicines (Retail) on Credit Slips to Retirees, Employees, and Eligible Dependents, residing in the State of Tamil Nadu & Puducherry (Union Territory) and Bulk Supply to Bank Dispensaries in Chennai

E-tender for Empanelment and Award of Contract under Two Bid system

(Techno-Commercial and Price Bid)

Tender Document (Request for Empanelment and Quotation)

(To be filled online in e-tendering portal only)

Date from which e-Tender will be available on MSTC website	17:00 Hrs. on May 30, 2025 onwards
Date & time of Pre-bid meeting	Offline at 11:00 Hrs. on June 05, 2025
Last date of submission of e-Tender	17:00 Hrs. on June 17, 2025



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI
NOTICE INVITING TENDER (NIT)**

e-Tender for Empanelment of Chemists/Druggists and Award of Contract for Door-Step Delivery of Medicines (Retail) on Credit Slips to Retirees, Employees, and Eligible Dependents, Residing in the State of Tamil Nadu and Puducherry (Union Territory) and Bulk Supply to Bank Dispensaries in Chennai (Ref No: RBI/Chennai Regional Office/Estate/14/25-26/ET/155)

Reserve Bank of India, Chennai (hereinafter referred to as “the Bank”) invites tenders under Two Bid system (Techno-Commercial & Financial Bid) from eligible bidders for empanelment of chemists/druggists and award of contract for door-step delivery of medicines (retail) on credit slips to retirees, employees, and eligible dependents, residing in the State of Tamil Nadu and Puducherry (Union Territory) and bulk supply to Bank dispensaries in Chennai. The empanelment shall be for a period of two (2) years and nine (9) months, from **July 01, 2025 to March 31, 2028**. The initial contract will be awarded for a period of nine (9) months, from **July 01, 2025 to March 31, 2026**. The estimated procurement value during the initial contract period for retail supply is expected to be **₹5,40,00,000/- (Rupees five crore and forty lakh only)** and **₹60,00,000/- (Rupees sixty lakh only)** for bulk supply. Contracts that follow the initial contract period, from April 1, 2026 – March 31, 2027 and the subsequent period (April 1, 2027 – March 31, 2028) will be awarded to the empanelled chemist/druggist who is found successful in the financial bidding process.

2. The tender will be available for viewing / download from the Bank's website: www.rbi.org.in and MSTC portal www.mstcecommerce.com from **05:00 pm on May 30, 2025 to 05:00 pm on June 17, 2025**. The bidder should upload the duly completed application along with necessary enclosures on MSTC portal. Bidders shall submit tender proposal along with an **EMD of ₹12,00,000/- (Rupees twelve lakh only)** as prescribed in the tender. The techno-commercial bid will be opened electronically in the premises of RBI, Chennai at **12:00 noon on June 18, 2025**. Financial bids submitted by the bidders who were found to be successful in the Techno-

Commercial bid will be only be considered for evaluation purpose and the same will be opened electronically in the premises of the Bank at **12:00 noon on June 27, 2025**.

3. Any amendment(s) / corrigendum / clarifications with respect to this e-Tender shall be uploaded on RBI website / e-portal (MSTC) only. The bidder should regularly check the RBI website / MSTC e-portal for any amendment(s) / corrigendum/ clarifications and submit the bids after verification of the same. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Regional Director
Reserve Bank of India
Chennai**



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

DISCLAIMER

The Bank has prepared this document to provide a background information to all the parties interested in bidding for the e-Tender for “door-step delivery of medicines (retail) on credit slips to retirees, employees, and eligible dependents, residing in the State of Tamil Nadu and Puducherry (Union Territory) and bulk supply to Bank dispensaries in Chennai”.

2. While the Bank has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors provide any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

3. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by the Bank in submitting the tender. The information is provided on the basis that it is non-binding on the Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

4. The Bank reserves the right not to proceed with the contract, to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI
SCHEDULE OF e-TENDER (SoT)**

1	e-Tender number	RBI/Chennai Regional Office/Estate/14/25-26/ET/155[Door-Step Delivery and Bulk Supply of Medicines]
2	Name of Tender	Door-Step Delivery of Medicines (Retail) on Credit Slips to Retirees, Employees, and Eligible Dependents, Residing in the State of Tamil Nadu and Puducherry (Union Territory) and Bulk Supply to Bank Dispensaries in Chennai
3	Mode of Tender	e-Procurement System (Two-part tendering) Online Part I – Techno-Commercial Bid and Part II - Price-Bid, through https://www.mstcecommerce.com/
4	Date of the Tender available to view / download on RBI and MSTC website	May 30, 2025, 05:00 pm (Friday)
5	Date of starting of submission of Techno-Commercial bid and Financial bid	May 30, 2025, 05:00 pm (Friday)
6	Pre-Bid meeting	June 05, 2025 11:00 am (Thursday) Location: Bank Premises, RBI, Chennai
7	Estimated annual procurement value	₹6,00,00,000/- (Rupees six crore only) approximately
8	Earnest Money Deposit (2% of estimated annual procurement value)	₹12,00,000/- (Rupees twelve lakh only) EMD by way of credit through NEFT IFSC Code: RBIS0CNPA01 (Please read fifth and tenth letter as ZERO) Beneficiary Name: RBI CHENNAI A/C No. 186003001 Non-submission of EMD would be considered as unresponsive and bid is liable to be rejected.

9	Transaction Fee Please note that the vendors will have the access to online e-Tender only after payment of transaction fees online	Payment of transaction fee through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited, as advised by M/s. MSTC Ltd. This will be borne by the applicant.
10	Last date for submission of EMD	June 16, 2025, 04:00 pm (Monday)
11	Date of closing of submission of Techno-Commercial bid and Financial bid	June 17, 2025, 05:00 pm (Tuesday)
12	Date of opening of Techno-Commercial bid at RBI, Chennai	June 18, 2025, 12:00 noon (Wednesday)
13	Intimation to bidders who were successful in Techno-Commercial bid	June 26, 2025 (Thursday)
14	Date of Opening of Financial bid	June 27, 2025, 12:00 noon (Friday)
15	Award of contract to the successful bidder	June 30, 2025 (Monday)
16	Address for Communication	The Regional Director Central Establishment Section Reserve Bank of India Fort Glacis, 16, Rajaji Salai, Chennai - 600 001



RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI

e-Tender for Empanelment of Chemists/Druggists and Award of Contract for Door-Step Delivery of Medicines (Retail) on Credit Slips to Retirees, Employees, and Eligible Dependents, Residing in the State of Tamil Nadu and Puducherry (Union Territory) and Bulk Supply to Bank Dispensaries in Chennai (Ref No: RBI/Chennai Regional Office/Estate/14/25-26/ET/155)

Chapter	Description	Page no.
I	Introduction	9-10
II	General Instructions	11-13
III	Eligibility	14-15
IV	Integrity Pact	16
V	Details of Technical Bid	17
VI	Scope of Work	18-26

Enclosures	Description	Page no.
Annex I	Application Form	27-28
Annex II	Format of Banker's certificate	29
Annex III	Undertaking / Declaration of Debarment of Public Institutions	30-31
Annex IV	Undertaking/Declaration to deliver at the specified locations	32-33
Annex V	Complaint Escalation Matrix	34
Annex VI	Format for Letter of Authorisation / Power of Attorney	35
Annex VII	Proforma of Performance Certificate	36
Annex VIII	Integrity Pact Agreement	37-45
Form I	Undertaking / Declaration for Price - Bid	46
Form II	Performance Bank Guarantee Form	47-49

Form III	Annual Contract Form	50-59
----------	----------------------	-------



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Chapter I: Introduction

Reserve Bank of India, Chennai (hereinafter referred to as “the Bank”) invites tenders under Two Bid system (Techno-Commercial & Financial Bid) from eligible bidders for empanelment of chemists/druggists and award of contract for door-step delivery of medicines (retail) on credit slips to retirees, employees, and eligible dependents, residing in the State of Tamil Nadu and Puducherry (Union Territory) and bulk supply to Bank dispensaries in Chennai. The empanelment shall be for a period of two (2) years and nine (9) months, from **July 01, 2025 to March 31, 2028**. The initial contract will be awarded for a period of nine (9) months, from **July 01, 2025 to March 31, 2026**. The estimated procurement value during the initial contract period for retail supply is expected to be **₹5,40,00,000/- (Rupees five crore and forty lakh only)** and **₹60,00,000/- (Rupees sixty lakh only)** for bulk supply. Contracts that follow the initial contract period, from April 1, 2026 – March 31, 2027 and the subsequent period (April 1, 2027 – March 31, 2028) will be awarded to the empanelled chemist/druggist who is found successful in the financial bidding process.

The Bank invites applications from the bidders who are interested in participating in the above mentioned tender. Bidders who fulfil the eligibility criteria and agree to the terms and conditions mentioned in this document shall apply online in the prescribed form (**Annex I**) by **June 17, 2025 05:00 pm**. The Bank reserves the right to accept any or reject any or all the applications received without assigning any reasons.

The Bank will host the tendering process online through the MSTC e-Tendering web portal www.mstcecommerce.com.

Contact person (RBI):

1. Shri Arun Prabhakar (Manager, CES)
044-2539 9257/ 9944101080/ (aarunprabhakar@rbi.org.in)
2. Smt. Nirmala Sankaran (Manager, CES)

044-2539 9149/ 9789877983/ (nirmalasankaran@rbi.org.in)

3. Shri. Rajula Venkata Sudheer Reddy (Assistant Manager, CES)

044-2539 9942/ 8074868129/ (sudheerreddy@rbi.org.in)

Contact person (MSTC Ltd – Available between 09:30 AM to 05:00 PM on all working days):

1. Shri. Shanmugam

9176397264 / nshanmugam@mstcindia.co.in

2. Shri. J Damodaran

9841002253 / jdamodaran@mstcindia.co.in

3. Shri. V Ganesh Moorthy

044-28285000 / mstceproc@gmail.com

4. MSTC Help Line: 9499054101/2/3/4

helpdesk@mstcindia.co.in



RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI

Chapter II: General Instructions

Terms and conditions as detailed below shall apply. Special conditions as indicated in **Form I, II and III** shall also be applicable.

- Evaluation Criteria:** Bidders are requested to quote two rates of discount on MRP for (i) the bulk supply of medicines to the Bank dispensaries in Chennai, and (ii) the retail delivery of medicines via credit slips. The quoted discount will be valid for a period of nine months, from **July 1, 2025, to March 31, 2026**. The contract (**Form III**) will be awarded to the bidder offering the lowest discounted procurement value in aggregate, as illustrated below:

*Total expected Annual procurement value for supply of medicines (retail) on credit slips and procurement of medicines in bulk stands at ₹6 crore .			
<u>Procurement Details</u>		<u>Name of the Bidder</u>	
Nature of procurement	Particulars	A	B
Bulk	Expected value of procurement (10% of the expected Annual procurement value*)	₹60,00,000/-	₹60,00,000/-
	Assumed uniform discount rate on MRP	14%	16%
	Discounted value of procurement (A)	₹51,60,000/-	₹50,40,000/-
Retail	Expected value of procurement (90% of the expected Annual procurement value*)	₹5,40,00,000/-	₹5,40,00,000/-
	Assumed uniform discount rate on MRP	16%	14%
	Discounted value of procurement (B)	₹4,53,60,000/-	₹4,64,40,000/-
Total Discounted value of procurement (A+B)		₹5,05,20,000/- (L1 bidder))	₹5,14,80,000/-

It can be inferred from the above table that the contract for supply of medicines in Retail and Bulk will be awarded to Bidder A, who has quoted the lowest discounted procurement value in aggregate.

2. Earnest Money Deposit (EMD) of **₹12,00,000/-** (Rupees twelve lakh only) must be deposited by **04:00 pm on June 16, 2025** by all the participating bidders by way of credit through NEFT (Current account No. 186003001; IFSC: RBIS0CNPA01 (please read the fifth and tenth letter as ZERO); Beneficiary name: RBI, Chennai). No interest will be paid on EMD. EMD of the unsuccessful bidders will be refunded by the tender inviting authority in due course. Proof of remittance of EMD shall be communicated to the Bank by email to ceschennai@rbi.org.in along with transaction number (scanned copy).

EMD may also be submitted in the form of Bank Guarantee to Central Establishment Section, Reserve Bank of India, Chennai – 600001. A tender which is not accompanied by such EMD will not be considered.

3. The successful bidder will have to furnish a Performance Bank Guarantee for an amount of **₹60 lakh (10% of the expected annual procurement value)**, either in the form of Bank Guarantee valid for 15 months issued by the Scheduled Bank or through Demand Draft payable to “Reserve Bank of India, Chennai”. No claim shall be made against the Bank (Regional Director Chennai) in respect of interest, if any due on the Performance Security. The Performance Bank Guarantee shall remain valid up to six months beyond the validity of the contract. The format for PBG is given in **Form II**.
4. The successful bidder will enter into an agreement with the Bank as per the format in **Form III**. The contract will be valid for a period of nine (9) months, from **July 01, 2025 to March 31, 2026** and the uniform discount quoted by the bidder shall remain firm and valid for the period.
5. Under no circumstance a request for alteration in the discount rate will be accepted/considered.
6. As time is essence of the contract, the vendor should deliver medicines at the door-step of the addresses mentioned in the credit slips issued by Bank dispensaries, within the specified time. The bidder must have their warehouse/storage facility in Chennai for execution of order within the specified time and replace the rejected material if any, on priority.
7. It should be noted that liability to pay any duties, levies or taxes applicable, if any, under the law would be that of the bidder. The bidder will also have to bear all the expenses related to packaging, carting, transportation, delivery etc. in connection with supply/door-step delivery to any place (located within the State of Tamil Nadu

and Puducherry (Union Territory)) as specified in the credit slip/Purchase Order (PO) issued by the Bank. The Bank will only pay the labelled MRP less uniform discount allowed thereon as per the agreement after deducting applicable GST TDS / applicable taxes.

8. Quotation (Bids) received without EMD will be summarily rejected. Any conditional quotations / offers will not be accepted.
9. Quotations will be opened on the due date and time as specified in this document. A representative may be nominated to be present on the occasion.
10. **Fall Clause:** If the bidder with whom the Bank has entered into a purchase contract offers a higher discount or sells or even offers to sell medicines following 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 automatically be increased with effect from that date for all the subsequent supplies under the contract and the contract shall be 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 a sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.
11. Fulfilling the above terms & conditions and offering the highest discount rate does not necessarily mean qualifying for the award of the Contract.
12. The Regional Director, Reserve Bank of India, Chennai 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 clause mentioned in this document as seem appropriate to her in the interests of the Bank which will be notified to all bidders.
13. The Regional Director, Reserve Bank of India, Chennai, reserves the right to terminate the contract at any point of time by giving one month notice period without assigning any reason thereof and without prejudice to any other remedies available to the Bank.

**The Regional Director
Reserve Bank of India
Chennai**



RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI

Chapter III: Eligibility

- a) The bidder must hold valid license 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/Druggists will further ensure and undertake that their licenses remain valid till the end of the contract period.
- b) The bidder 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 bidder should have a minimum annual turnover of **₹3 crore** for the last three financial years.
- d) The bidder should have undertaken a similar business arrangement i.e., entered into contract for supply of medicines with at least one Govt / Semi-Govt / Public Sector organization during the last two years.
- e) The bidder should agree to (i) supply all the medicines and consumables that the Bank indents and (ii) door-step delivery to the Bank's employees/retirees and their eligible dependents on credit slips issued 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 bidder should not have been debarred / black-listed by any Govt / Semi-Govt / Public Sector organization.
- g) The Bidder should have been established/working for at least three years in the business of selling medicines.
- h) GST Registration certificate and PAN card should be available with the bidder.
- i) The bidder should have a computerized billing system.

- j) Bidder should have proper IT infrastructure (such as computer, internet connection, printer, dedicated e-mail etc.) at their establishment for proper communication with the Bank.
- k) Bidder should have proper delivery and packaging system / arrangement to supply drugs and medicines in time.
- l) Banker's certificate from the bidder's banker as per format in **Annex II**.
- m) The bidder shall submit the Undertaking/Declaration as specified in **Annex III** on the letter head of the firm.
- n) The shop/establishment of the bidder should be situated in **Chennai**.



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Chapter IV: Integrity Pact

RBI has adopted Integrity Pact as per the guidelines of the Central Vigilance Commission and this bid will be covered under an Integrity Pact.

- i. All bidders are required to sign the Integrity Pact document and submit the same to the RBI along with the bids. Bids without the signed Integrity Pact are liable to be rejected.
- ii. Bidders are requested to submit the signed Integrity pact as per the relevant **Annexure VIII**.

The Integrity Pact envisages, the appointment of Independent External Monitor (IEM) who would independently review the extent to which the two parties to the contract (the bidder and the RBI) have complied with their obligations under the Integrity Pact. As approved by Central Vigilance Commission, the details of the IEMs appointed by the Bank are furnished below:

Shri Nageshwar Rao Koriapalli, IRS (Retd.)	Shri Pramod Shripad Phalnikar, IPS (Retd.)
38, The Trails, Manikonda, R.R. District, Hyderabad - 500 089 Mobile No. 097889 19555, 089859 70045 Email - knageshwarrao@gmail.com	A-2, 602 Phase - I, Aditya Shagun, CHS, NDA-Pashan Road, Bavdhan, Pune, Maharashtra - 411 021 Mobile No. 090119 43674 Email - pramodphalnikar@gmail.com



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Chapter V: Details of Technical Bid

The following documents should be submitted along with the application.

- a. Self-attested copies of valid licenses held by the bidder 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 affect 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 one client as specified in Chapter (III,d) as per format in **Annex VII**.
- e. Banker's certificate from the bidder's banker as per format in **Annex II**.
- f. Copy of registration certificate issued by local authorities for running the shop / establishment.
- g. Copy of GST registration certificate.
- h. Acknowledgement for filing GSTR of the last Financial Year.
- i. A copy of PAN allotted to the bidder.
- j. Copy of Registration certificate of the firm / partnership / proprietorship from Government authority.
- k. Copy of MSME certificate, if registered under MSME Act.



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Chapter VI: Scope of Work

The Bank will enter a purchase contract for a period of nine (9) months, from **July 01, 2025 to March 31, 2026** with one or more bidders offering the highest uniform discount rate. The L1 bidder (henceforth referred to as “Supplier”) shall supply and deliver medicines and drugs at the specified locations, adhering to the pre-agreed discount rate, within the stipulated timeframe, and in accordance with indents or credit slips issued by the Bank from time to time. It may be noted that the Bank is not bound to procure all of its medicine requirements only from the bidder offering the highest discount. The Bank also reserves the right to split/divide its purchases among two or more bidders. The Bank also reserves the right to accept any or reject any or all the offers that it may receive without giving any reasons.

1. Pricing:

In response to the Bank's Request for Quotation (RFQ), the bidder should quote uniform discount on retail price printed on Strip / Bottle / Unit packed in percentage term in respect of all items of supplies to be made 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 bidder. The bidder shall have to bear all the expenses related to packaging, carting, transportation, delivery etc. in connection with supply/door-step delivery to any place (located within the State of Tamil Nadu and Puducherry (Union Territory) as specified by the Bank in credit slip. The Bank will only pay the labeled MRP minus discount allowed thereon. The quoted offer shall remain valid for the entire duration of the contract.

2. Performance Bank Guarantee:

Upon entering a purchase contract with the Bank, as specified above, the L1 bidder shall furnish a Performance Bank Guarantee for an amount as specified in the tender document, either in the form of Bank Guarantee valid for 15 months issued by the

Scheduled Bank or through Demand Draft payable to “Reserve Bank of India, Chennai”. No claim shall be made against the Bank (Regional Director, Reserve Bank of India, Chennai) in respect of interest if any due on the Performance Bank Guarantee. The Performance Bank Guarantee should remain valid up to six months beyond the validity of the contract. The amount of Performance Bank Guarantee shall be liable to be forfeited, if the medicines supplied/delivered by the Supplier against the indents/credit slips placed with them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The Performance Bank Guarantee is also liable to be forfeited if the bidder

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

The Supplier should not stop the supplies of the medicines/drugs without giving 30 days' notice.

3. Period of Contract:

a) The period of the contract shall be valid for a term of nine (9) months, from **July 01, 2025 to March 31, 2026** subject to satisfactory performance.

b) In respect of the purchase contract, supply/delivery orders will be placed until the last date of the contract. Orders received even on the date of closing of the contract should be honored in accordance with the terms and conditions agreed upon, even though period of contract might have already been expired on the date of supply of medicines.

4. 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 the applications in full or part without assigning any reasons. The Bank's decision in this regard shall be binding and final. The Regional Director, Reserve Bank of India, Chennai has the right to modify/alter any requirements in this document at her discretion in the interest of the Bank as deemed appropriate by her. The Regional Director's decision in this regard shall be final.

5. Notification of acceptance:

The Bank will communicate acceptance of the application by a letter.

6. Indent for and delivery of supplies:

a) **Delivery of supplies:** Upon receipt of credit slips either in physical or electronic form signed by the Bank's Medical Consultant, the medicines in prescribed quantity in closed/ sealed packets shall be delivered at the addresses of the Bank's employees/ retirees/ authorized beneficiaries or Bank's dispensaries at no extra cost to the Bank as per the following timelines:

i) For delivery addresses within Chennai:

- Same-day delivery, if the credit slip is received/intimated before 3:00 PM.
- Within 24 hours if the credit slip is received/intimated after 3:00 PM.
- 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 within the time limit specified in respective Purchase Order (PO).

ii) For delivery addresses outside Chennai (Remote Areas):

- Delivery should be made at the earliest but not later than T+3 days; wherein T is the date of receipt of the credit slip by the Supplier.

b) Exact medicines prescribed in the credit slips and periodical indents should be supplied and alternative medicine, if any may be supplied only with the prior approval of the Bank's Medical Consultant. 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 the manufacturer.

d) The shelf-life period should be mentioned on the label of every medicine. The shelf life of medicines supplied should not have expired by more than half of their shelf life at the time of supply.

e) The Supplier should indicate batch number, name of the manufacturer, date of expiry against the drug/medicine supplied to concerned dispensaries.

f) The Supplier should not stop the supply of medicines / drugs without giving 30 days' prior notice.

g) The Supplier shall maintain sufficient stock of standard quality of medicines at all times to avoid inconvenience to the beneficiaries.

h) In case of failure or refusal on Supplier's part to supply the medicines within the time as provided in the respective PO, the contract is liable to be terminated / cancelled at Supplier's risk and cost. Any extra cost involved in arranging supply from the alternative source will be recovered from the bidder.

i) The medicines / drugs to be supplied shall be of standard quality. In case if it is found that any particular medicine's date is expired or is nearing the date of expiry, found not of standard quality, substandard or spurious, bidder will be liable to be debarred for a period of three years besides any other legal action that may be initiated.

7. Presentation of bills:

a) Claim for payment may be made by submitting original physical copy of the credit slips along with the invoices raised against the credit slip, which should be duly signed by the respective employees, retirees and eligible dependents confirming receipt of the medicines. Also, the Supplier should insist the recipient to mention samadhan number/PF number on the credit slip.

b) The GST invoices / bills should clearly indicate the details of supplies such as name of the item, name of the manufacturer, batch number, date of manufacture & expiry, rate, discount as per contract etc. and any other information required by the Bank.

c) Payment will be made by the Bank after deducting applicable taxes at source and issue certificate in this regard.

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

e) Incomplete bills or bills lacking any of the particulars mentioned in a) and b) above will not be entertained.

8. Payment:

Payment of the bills presented will normally be arranged within forty-five (45) days from the date of presentation of bill, provided supply of items listed in the bill and the documents submitted are to the satisfaction of the Bank. However, the Supplier shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any abnormal reasons. The payment will be made through NEFT / any other electronic mode for which the bidder should give requisite details like Bank A/c no., IFSC etc.

9. Deductions for Delay/ Default:

The Supplier shall make all earnest efforts to deliver the medicines in full as per the timelines mentioned in para 6 above. In the event of any report of unsatisfactory performance by the Supplier, the contract is liable to be terminated with due notice.

10. Reservation of Right for Appointment of more chemists/druggists:

The Regional Director, Reserve Bank of India, Chennai, reserves the right to enter into annual contracts with any number of chemists/druggists. The Regional Director, Reserve Bank of India, Chennai, also reserves the right to allocate and reallocate the new and existing dispensaries during the currency of the contract. The Regional Director, Reserve Bank of India, Chennai, also reserves the right to decide the supplier for each dispensary. Without prejudice to the right, emergency purchases can be preferred from any of the Supplier irrespective of their allotment.

11. Corrupt, fraudulent, or unethical practices:

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

- a) The Supplier 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 contract execution.
- b) The Supplier shall not resort to misrepresentation of facts in order to influence the process or execution of a contract to the detriment of the Bank.

c) The Bank will declare a Supplier ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the bidder 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 bidder for any of the following reasons:

(i) Supply of sub-standard / spurious / substitute medicines,

(ii) Delay in / refusal to supply / non-supply of medicines,

(iii) Over charging in the bill,

(iv) In case it is found that any particular medicine is near the date of expiry or expired, violating condition(s) in the contract,

(v) If the bidder fails to perform any other obligation(s) under the contract,

(vi) The Supplier, 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 Supplier 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 Supplier.

f) The Bank reserves the right to seek a drug test report of any medicine/s which are being procured by the Bank through indent or credit slip from the supplier at any point of time during the contract period. The drug test, if requested by the Bank, needs to be mandatorily conducted through the Govt. Lab/ Govt. approved labs by the suppliers as per the extant instructions issued by the concerned competent authority.

12. Applicability of best prices:

If the bidder with whom the Bank has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following 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 the date it has come to the notice of the Bank for all the subsequent supplies under the contract and the contract shall be amended accordingly. Other parallel contract holders, if any, will 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.

13. Non-disclosure Clause:

It is advised that the Supplier shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to its possession or knowledge during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in the strictest confidence. The Supplier shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Supplier shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Supplier shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above, shall be treated, as breach of contract on the part of the Supplier and the Bank shall be entitled to claim damages and pursue legal remedies. The Supplier shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Supplier's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

14. Sexual Harassment Clause:

The Supplier shall solely be responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee, the complaint will be filed before the Internal Complaints Committee constituted by the Supplier and the Supplier shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the

Supplier against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Head/CEO of the Supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm/company, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Supplier is proved. The Supplier shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

15. Termination Clause:

i) Termination of Contract by the Bank:

The contract can be terminated by the Bank, by giving one-months' notice to the Bidder.

ii) Termination of Contract by the Bidder:

Contract can be terminated by the Supplier, if desired, by giving one-month's notice to the Bank. The notice period will start from the day of receipt of notice by the Bank.

iii) During the notice period, either by the Bank or the Supplier, the Supplier is bound to supply the medicine during the notice period. In case of failure of the supply of medicine during notice period, the Supplier will be liable for action in terms of clause 6(h) above.

16. Termination for Default:

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

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

17. Indemnity:

The Supplier 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 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.

18. 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 Supplier 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 of Regional Director, Reserve Bank of India, Chennai who shall give written award of her decision to the Bidder. The decision of Regional Director will be final and binding.



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Annex I

APPLICATION FORM - EMPANELMENT OF CHEMISTS/DRUGGISTS DOOR-STEP DELIVERY OF MEDICINES (RETAIL) ON CREDIT SLIPS TO RETIREES, EMPLOYEES, AND ELIGIBLE DEPENDENTS, RESIDING IN THE STATE OF TAMIL NADU & PUDUCHERRY (UNION TERRITORY) AND BULK SUPPLY TO BANK DISPENSARIES IN CHENNAI

Sl. No.	Item	Details
1	Name of the Chemist/Druggist	
2	Constitution (Company/Partnership/Proprietorship)	
3	Details of Registration (Registering Authority: Registration No. & Date)	
4	Year of commencement of business	
5	GST Registration No.	
6	PAN Number	
7	Name(s) of the Proprietor / Partner /Director/ Official with designation authorized to make commitment to the Bank.	
8	Whether Manufacturer / Authorised Distributor / Dealer / Agency	
9	Name of Contact person: Contact No. E-mail	
10	Address for Communication	
11	Whether the bidder 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 bidder has been convicted by the State Drugs Controller or any case is pending against the bidder under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time?	
13	Whether the bidder is an MSME? If so, copy of Udhya certificate to be enclosed.	
14	Whether acknowledgement for filing GSTR during the period of last FY is available with the Supplier?	
15	Copy Income Tax Returns filed for the last 3 Financial Years	
16	Whether the billing system is computerized?	
17	Agreement to best price norm (refer Para 12 of Chapter VI)	
18	Names of the Government/ Public Sector/ Corporate clients of the Supplier for bulk supply of medicines. Also give contact person's name and telephone numbers.	
19	Name and address of Principal Banker and their phone numbers	
20	a) Copies of the Balance Sheets for the last three financial years duly certified by a Chartered Accountant b) Whether the bidder has minimum annual turnover of ₹3 Crore for the last three years?	

I have read and understood the notice issued by Reserve Bank of India, Chennai containing the eligibility criteria and the terms and conditions 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:

Designation:

Signature:

Date:



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Annex II

BANKERS' CERTIFICATE FROM A SCHEDULED BANK

To

The Regional Director
Reserve Bank of India
Chennai

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

This certificate is issued without any guarantee or responsibility on the bank or any
of the officers.

For the bank

(Signature with seal)

Name & Designation:

Date:

Note:

1. Bankers' certificate should be on letterhead of the bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the bank.



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Annex III

**UNDERTAKING / DECLARATION OF DEBARMENT OF PUBLIC INSTITUTIONS
(TO BE SUBMITTED BY BIDDERS ON THEIR LETTER HEAD DULY SEALED
AND SIGNED BY AUTHORISED SIGNATORY)**

To
The Regional Director
Reserve Bank of India
Fort Glacis, 16, Rajaji Salai
Chennai – 600001

Madam,

Subject: Supply of Drugs & Medicines to the dispensaries of Reserve Bank of India, Chennai

1. I/We, representing (Name of the Bidder) certify that, our establishment

- a) has not been suspended / delisted / blacklisted/ banned or any such process initiated against the company/entity or its directors, by any Statutory Authorities/organizations including Reserve Bank of India at any location in India on any grounds for last 5 years.
- b) does not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years.
- c) has not rescinded/abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years.
- d) has been maintaining a clean track record without any involvement in unlawful/ illegal activities or financial banking frauds. We do not have any case with the

Police/ Court/ Regulatory authorities against the bidder or proprietor/ partners / directors in case of Proprietorship / Partnership firm / company respectively involving the above.

2. I/We know and understand that, if this Undertaking / Declaration /Certificate submitted by us is found to be false, the Bank shall be free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

(Signature and name of the authorized signatory of the Bidder with Rubber Stamp)

Date:

Place:



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Annex IV

**DETAILS OF DELIVERY ADDRESSES FOR SUPPLY OF DRUGS AND
MEDICINES IN BULK TO BANK DISPENSARIES IN CHENNAI**

I/We, representing (Name of the Bidder), certify that delivery of indented medicines will be made to the below mentioned addresses:

Sl. No	Dispensary	Address
1	Main Office Premises	Reserve Bank of India, Fort Glacis, 16, Rajaji Salai, Fort St. George, Chennai, Tamil Nadu 600001 Tel: (044) 2539 9013
2	Basant Nagar	RBI Staff Quarters, 7th Avenue, Mahatma Gandhi Road, Basant Nagar, Chennai, Tamil Nadu 600090
3	C.H. Road	RBI Staff Quarters, 101, Nehru St, Zachariah Colony, Choolaimedu, Chennai, Tamil Nadu 600094
4	K.K. Nagar	RBI Staff Quarters, Kamarajar Salai, Sector 13 Jeevanantham Salai, Sector 13, Ashok Nagar, Chennai, Tamil Nadu 600083
5	P.H. Road	RBI Staff Quarters, Near Ega Theater, Guest Hospital, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu 600010
6	Anna Nagar	RBI Officers' Quarters, 15th Main Road, Anna Nagar West, Anna Nagar, Chennai, Tamil Nadu 600040
7	SAF-Koyambedu	RBI Officers' Quarters, SAF Games Village, Annai Sathya Nagar, Koyambedu, Chennai, Tamil Nadu 600107

8	Reserve Bank Staff College	Sivasankaran Road, Rostrevor Garden, Teynampet, Chennai, Tamil Nadu 600018
---	-------------------------------	---

Place:

Date:

Seal and signature of the Bidder



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Annex V

COMPLAINT ESCALATION MATRIX

Sl.no	Support Level	Name	Phone no.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Signature & Seal of the Bidder



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Annex VI

**FORMAT FOR LETTER OF AUTHORISATION / POWER OF ATTORNEY FOR
SIGNING OF APPLICATION/PROPOSAL**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....
..... (Name of the Bidder and address of their registered office)
do hereby constitute, appoint and authorise Mr. / Ms.....
..... (Name and residential address of Power of Attorney holder)
who is presently employed with us and holding the position of
..... as our attorney, to
do in our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to our tender for **door-step delivery of medicines
(retail) on credit slips to retirees, employees, and eligible dependents, residing
in the State of Tamil Nadu & Puducherry (Union Territory) and bulk supply to
bank dispensaries in Chennai** including signing and submission of all documents
and providing information / responses to Central Establishment Section, RBI, Chennai
representing us in all matters before RBI Chennai, and generally dealing with RBI
Chennai in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney.
Pursuant to this Power of Attorney and that all acts, deeds and things done by our
aforesaid attorney shall and shall always be deemed to have been done by us.

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

(NB: This guarantee will require stamp duty as applicable in the State, where it is
executed and shall be signed by the official whose signature and authority shall be
verified).



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Annex VII

PROFORMA OF CERTIFICATE REGARDING PERFORMANCE

Name & address of the bidder:

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

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 nonperformance or nonadherence to terms:

5. Details of the authority under whom supply executed Name & Designation:

Address

Contact No.:

Email:

6. Comments on the capabilities of the bidder:

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



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

Annex VIII

INTEGRITY PACT

(on Rs.100 bond paper)

This Agreement (hereinafter called the Integrity Pact) is made on this _____ Day of _____ Month, 20____,

Between

Reserve Bank of India (RBI), established on April 1, 1935, in accordance with the provisions of the Reserve Bank of India Act, 1934 having its Regional Office at Chennai 600001 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s. _____ represented by Mr. / Mrs. _____, Chief Executive Officer / Authorized Representative (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure medicines for Bank's dispensaries in Chennai; and the BIDDER/SELLER is willing to offer/has offered to supply medicines for Bank's dispensaries in Chennai. The BUYER needs to adhere with all relevant laws of land, rules, regulations, economic use of resources and of fairness in its relations with the BIDDER.

WHEREAS the BIDDER is a Private Company / Partnership / LLP / LLC, constituted in accordance with the relevant law in the matter and the BUYER is a statutory body performing its functions under the Reserve Bank of India Act, 1934 and other relevant legislations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free

from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Buyer

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

1.5 In the event of any dispute between the BUYER and the BIDDER where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. The BUYER shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Bank may take further action as per the terms & conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties i.e the BUYER and the BIDDER

1.6 The BUYER shall provide the IEMs access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted.

2. Commitments of BIDDERS

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid / contract.
- The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm, company in respect of any such intercession, facilitation or recommendation.
- The BIDDER, either while presenting the bid or during negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of bid. The term 'relative' for this purpose would be as defined in

Section 6 of the Companies Act 1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

- In the event of any dispute between the BUYER and the BIDDER where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. The BUYER shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Bank may take further action as per the terms & conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties i.e the BUYER and the BIDDER.

3. Previous Transgression

3.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process. The BIDDER shall also report the pending transgression(s) for which cognizance was taken even before the said period of three years.

3.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the bid process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money

While submitting the bid, the BIDDER shall submit a Bank guarantee as may be specified by the BUYER as Earnest Money/Security Deposit, with the BUYER.

5. Sanctions for Violations

5.1. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- To immediately call off the contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- The Security / Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- To recover all sums already paid by the BUYER with interest thereon at 1% higher than the prevailing Base Rate of a Scheduled Commercial Bank, while in case of a BIDDER from a country other than India with interest thereon at 1% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other services, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- To encash the Security / Performance Bank Guarantee / Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- To debar the BIDDER from participating in future bidding processes of RBI for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or Agent or Broker with a view to securing the contract.
- In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The BUYER will be entitled to take all or any of the actions mentioned in Section 5.1 of this Pact also on the Commission by the BIDDER or anyone employed by it or

acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied / is not supplying similar product / services or sub-services in similar quantity, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU or PSB and if it is found at any stage that similar product / services or subservices was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or PSB at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent External Monitors (IEMs)

7.1. The BUYER has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact in consultation with the Central Vigilance Commission viz., Shri Nageshwar Rao Koriapalli, IRS (Retd.), 38, The Trails, Manikonda, R.R. District, Hyderabad - 500 089 (Mobile No. 097889 19555, 089859 70045) (Email - knageshwarrao@gmail.com) and Shri Pramod Shripad Phalnikar, IPS (Retd.) A-2, 602 Phase - I, Aditya Shagun, CHS, NDA-Pashan Road, Bavdhan, Pune, Maharashtra - 411 021 (Mobile No. 090119 43674) (Email - pramodphalnikar@gmail.com).

7.2. The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the IEMs have the right to access all the documents relating to the procurement, including minutes of meetings.

7.5. As soon as the IEMs notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6. The BIDDERS accept that the IEMs has the right to access without restriction to all Procurement documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7. The BUYER will provide to the IEMs sufficient information about all meetings among the parties related to the Procurement provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

7.8. The IEMs will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER, i.e. Chennai.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months after the last payment under the contract to the successful bidder as part of the overall contract whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after the appointment of the successful bidder.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at Chennai on _____

BUYER

BIDDER

Reserve Bank of India
(Legal entity)

Name of the Officer:

Name of Authorised Signatory:

Designation:

Designation:

Department:

Witness:

Witness:



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

FORM I

UNDERTAKING / DECLARATION FOR PRICE- BID

From:

(Complete address of the bidder
With phone/Fax and Mobile No.)

To:

The Regional Director
Reserve Bank of India
Chennai

Madam,

Having fully read and understood, the terms, conditions and other details mentioned in the Bank's RFQ document dated _____, I / We hereby offer to supply medicines / drugs to the Dispensaries of Reserve Bank of India, Chennai at the Uniform Discount in percentage on the Printed Retail Price offered on all items quoted in the e-procurement portal.

2. I undertake to bear packing, cartage and transportation expenses and bear all taxes, CGST/SGST/IGST etc. as required or may be required under law, on aforesaid supplies. Purchaser (the Bank) will pay only the Printed Retail Price less the above quoted discount.

3. I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid till duration of this contract.

4. I also undertake that all the medicines shall be provided as per indent / PO and no "substitute medicines" will be supplied.

Signature with seal:

Date:

Name:



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

FORM II

PERFORMANCE BANK GUARANTEE FORM (For an amount of ₹60,00,000/-)

To

The Regional Director
Reserve Bank of India
Chennai

WHEREAS _____ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, Annual Contract No. _____ dated, _____ 2025 to supply medicines at Bank's Dispensaries, hereinafter called "the Contract" in pursuance of Request for Quotation issued by Reserve Bank of India, Chennai.

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 ₹60,00,000/- (Rupees sixty 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 or 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 2025 at

SIGNED, SEALED AND DELIVERED

For and on behalf of

By:

(Signature)

(Name)

(Designation)

(Address)



**RESERVE BANK OF INDIA
CENTRAL ESTABLISHMENT SECTION
CHENNAI**

फार्म FORM-III

**वार्षिक संविदा प्रपत्र
ANNUAL CONTRACT FORM**

यह करार 20 को _____

(खरीदार का नाम और पता)
इसके बाद 'खरीदार' एक पक्ष और
दूसरा

(केमिस्ट का नाम और पता)
इसके बाद 'आपूर्तिकर्ता' अन्य पक्ष :
के मध्य किया गया।

THIS AGREEMENT made on the _____ day of _____, 20 ____
Between

(Name and address of purchaser)
Hereinafter called "the Purchaser" of the one part and

(Name and address of the successful bidder)
hereinafter called "the Supplier" of the other part :

जबकि खरीदार कुछ दवाएं, औषधियां आदि को छूट के बाद मूल्य पर खरीदने का इच्छुक है और
आपूर्तिकर्ता द्वारा इन दवाओं की आपूर्ति की बोली को स्वीकार कर लिया है।

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.

अब यह करार निम्न के साक्ष्य में किया जा रहा है :

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. इस करार में शब्द और अभिव्यक्तियों का वही आशय है जैसा कि उन्हें करार की शर्तों में विनिर्दिष्ट किया गया है।

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. निम्नलिखित दस्तावेजों को करार के भाग के रूप में माना जाएगा और करार के साथ ही पठित समझा जाएगा यथा :

The following documents shall be deemed to form and be read and construed as part of this agreement, viz. :

2.1 खरीदार द्वारा प्रस्तुत दिनांक के निविदा आमंत्रित करने वाली नोटिस
the Notice Inviting Tender document dated submitted by the Purchaser;

2.2 आपूर्तिकर्ता द्वारा प्रस्तुत दिनांक के कोटेशन दस्तावेज़ के लिए अनुरोध और बोली की
निबंधन और शर्तें
the Request for Quotation Document dated submitted by the Supplier
and terms and conditions of the bid

2.3 कार्य प्रदान करने के संबंध में खरीदार सूचना
the Purchaser's Notification of Award

3. जैसा कि इसमें इसके पश्चात उल्लेख किए गए अनुसार खरीदार द्वारा आपूर्तिकर्ता को किए जाने
वाले भुगतान को देखते हुए, आपूर्तिकर्ता खरीदार के साथ वस्तुओं और सेवाओं और करार के
प्रावधानों के अनुसार उनमें पाई गई सभी प्रकार की खामियों को दूर करने का वचन देता है।

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. खरीदार एतद्वारा आपूर्तिकर्ता को वस्तुओं और सेवाओं के प्रावधान और खामियों को दूर करने को
देखते हुए, संविदा कीमत अथवा ऐसी राशि जो समय पर संविदा के प्रावधान के अंतर्गत देय और
निहित है को भुगतान करने का वचन देता है।

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. आपूर्तिकर्ता द्वारा आपूर्ति/उपलब्ध करवाए जाने वाले सामान और सेवाओं के ब्यौरे निविदा दस्तावेज
की शर्त में दिए गए हैं।

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

6. आपूर्तिकर्ता क्रेता द्वारा नीचे दिए गए सूचीबद्ध खंडों का अनुपालन करता है:

The supplier complies to the clauses listed below put forth by the purchaser:

a) Pricing:

In response to the Bank's Request for Quotation (RFQ), the bidder should quote uniform
discount on retail price printed on Strip / Bottle / Unit packed in percentage term in
respect of all items of supplies to be made 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 bidder. The bidder will also have to bear all
the expenses related to packaging, carting, transportation, delivery etc. in connection
with supply/door-step delivery to any place (located within the State of Tamil Nadu and
Puducherry (Union Territory) as specified by the Bank in credit slip. The Bank will only

pay the labeled MRP minus discount allowed thereon. The quoted offer shall remain valid for the entire duration of the contract.

b) Performance Bank Guarantee:

Upon entering a purchase contract with the Bank, as specified above, the L1 bidder shall furnish a Performance Bank Guarantee for an amount as specified in the tender document, either in the form of Bank Guarantee valid for 15 months issued by the Scheduled Bank or through Demand Draft payable to "Reserve Bank of India, Chennai". No claim shall be made against the Bank (Regional Director, Reserve Bank of India, Chennai) in respect of interest if any due on the Performance Bank Guarantee. The Performance Bank Guarantee should remain valid up to six months beyond the validity of the contract. The amount of Performance Bank Guarantee shall be liable to be forfeited, if the medicines supplied/delivered by the Supplier against the indents/credit slips placed with them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The Performance Bank Guarantee is also liable to be forfeited if the bidder

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

The Supplier should not stop the supplies of the medicines / drugs without giving 30 days' notice.

c) Period of Contract:

a) The period of the contract shall be valid for a term of nine (9) months, from **July 01, 2025 to March 31, 2026** subject to satisfactory performance.

b) In respect of the purchase contract, supply/delivery orders will be placed until the last date of the contract. Orders received even on the date of closing of the contract should be honored in accordance with the terms and conditions agreed upon, even though period of contract might have already been expired on the date of supply of medicines.

d) 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 the applications in full or part without assigning any reasons. The Bank's decision in this regard shall be binding and final. The Regional Director, Reserve Bank of India, Chennai has the right to modify / alter any requirements in this document at her discretion in the interest of the Bank as deemed appropriate by her. The Regional Director's decision in this regard shall be final.

e) Notification of acceptance:

The Bank will communicate acceptance of the application by a letter.

f) Indent for and delivery of supplies:

a) **Delivery of supplies:** Upon receipt of credit slips either in physical or electronic form signed by the Bank's Medical Consultant, the medicines in prescribed quantity in closed/ sealed packets shall be delivered at the addresses of the Bank's employees/ retirees/ authorized beneficiaries or Bank's dispensaries at no extra cost to the Bank as per the following timelines:

i) For delivery addresses within Chennai:

- Same-day delivery, if the credit slip is received/intimated before 3:00 PM.
- Within 24 hours if the credit slip is received/ intimated after 3:00 PM.
- On receipt/intimation 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 within the time limit specified in the respective Purchase Order (PO).

ii) For delivery addresses outside Chennai (Remote Areas):

- Delivery should be made at the earliest but not later than T+3 days; wherein T is the date of receipt/ intimation of the credit slip.

b) Exact medicines prescribed in the credit slips and periodical indents should be supplied and any alternative may be supplied only with the prior approval of the Bank's Medical Consultant. 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 the manufacturer.

d) The shelf-life period should be mentioned on the label of every medicine. The shelf life of medicines supplied should not have expired by more than half of their shelf life at the time of supply.

e) The Supplier should indicate batch number, name of the manufacturer, date of expiry in the indents at the time of supplying the medicines / drugs to the concerned dispensaries.

f) The Supplier should not stop the supply of the medicines / drugs without giving 30 days' prior notice.

g) The Supplier shall maintain sufficient stock of standard quality of medicines at all the times to avoid inconvenience to the beneficiaries.

h) In case of failure or refusal on Supplier's part to supply the medicines within the time as provided in the respective PO, the contract is liable to be terminated / cancelled at Supplier's risk and cost. Any extra cost involved in arranging supply from the alternative source will be recovered from the bidder.

i) The medicines / drugs to be supplied shall be of standard quality. In case if it is found that any particular medicine's date is expired or is nearing the date of expiry, found not of standard quality, substandard or spurious, bidder will be liable to be debarred for a period of three years besides other legal action that may be initiated.

g) Presentation of bills:

a) Claim for payment may be made by submitting original physical copy of the credit slips along with the invoices raised against the credit slip, which should be duly signed by the respective employees, retirees and eligible dependents confirming receipt of the medicines. Also, the Supplier should insist the recipient to mention samadhan number/PF number on the credit slip.

b) The GST invoices / bills should clearly indicate the details of the supplies such as name of the item, name of the manufacturer, batch number, date of manufacture & expiry, rate, discount as per contract etc. and any other information required by the Bank.

c) Payment will be made by the Bank after deducting applicable taxes at source and issue certificate in this regard.

- d) The bill shall be supported by the original PO/ Credit Slip along with the certificate from the Bank's authorized official under his / her signature, with date and seal of the office for receipt of the items indented.
- e) Incomplete bills or bills lacking any of the particulars mentioned in a) and b) above will not be entertained.

h) Payment:

Payment of the bills presented will normally be arranged within forty-five (45) days from the date of presentation of bill provided supply of items listed in the bill and the documents submitted are to the satisfaction of the Bank. However, the Supplier shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any abnormal reasons. The payment will be made through NEFT / any other electronic mode for which the bidder should give requisite details like Bank A/c no., IFSC etc.

i) Deductions for Delay/ Default:

The Supplier shall make all earnest efforts to deliver the medicines in full as per the timelines mentioned in para 6 above. In the event of any report of unsatisfactory performance by the Supplier, the contract is liable to be terminated with due notice.

j) Reservation of Right for Appointment of more chemists/druggists/stockists:

The Regional Director, Reserve Bank of India, Chennai, reserves the right to enter into annual contracts with any number of chemists/druggists/stockists. The Regional Director, Reserve Bank of India, Chennai, also reserves the right to allocate and reallocate the new and existing dispensaries during the currency of the contract. The Regional Director, Reserve Bank of India, Chennai, also reserves the right to decide the supplier for each dispensary. Without prejudice to the right, emergency purchases can be preferred from any of the bidder irrespective of their allotment.

k) Corrupt, fraudulent, or unethical practices

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

- a) The Supplier 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 contract execution.

b) The Supplier shall not resort to misrepresentation of facts in order to influence the process or execution of a contract to the detriment of the Bank.

c) The Bank will declare a Supplier ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the bidder 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 bidder for any of the following reasons:

(i) Supply of sub-standard / spurious / substitute medicines,

(ii) Delay in / 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, violating condition(s) in the contract,

(v) If the bidder fails to perform any other obligation(s) under the contract,

(vi) The bidder, 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 bidder 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 bidder.

f) The Bank reserves the right to seek a drug test report of any medicine/s which are being procured by the Bank through indent or credit slip from the supplier at any point of time during the contract period. The drug test, if requested by the Bank, needs to be mandatorily conducted through the Govt. Lab/ Govt. approved labs by the suppliers as per the extant instructions issued by the concerned competent authority.

I) Applicability of best prices:

If the bidder with whom the Bank has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following 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 the date it has come to the notice of the Bank for all the subsequent supplies under the contract and the contract shall be amended accordingly. Other parallel contract holders, if any, will 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.

m) Non-disclosure Clause

It is advised that the Supplier shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in the strictest confidence. The Supplier shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Supplier shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Supplier shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above, shall be treated, as breach of contract on the part of the Supplier and the Bank shall be entitled to claim damages and pursue legal remedies. The Supplier shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Supplier's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

n) Sexual Harassment Clause

The Supplier shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee, the complaint will be filed before the Internal Complaints Committee constituted by the Supplier and the Supplier shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the

Bidder against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Head/CEO of the Supplier firm/company shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm/company, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Supplier firm/company is proved. The Supplier firm/company shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

o) Termination Clause

i) Termination of Contract by the Bank:

The contract can be terminated by the Bank, by giving one-months' notice to the Bidder.

ii) Termination of Contract by the Supplier:

Contract can be terminated by the Supplier, if desired, by giving one-month's notice to the Bank. The notice period will start from the day of receipt of notice by the Bank.

iii) During the notice period, either by the Bank or the Supplier, the Supplier is bound to supply the medicine during the notice period. In case of failure of the supply of medicine during notice period, the Supplier will be liable for action in terms of clause 6(h) above.

p) Termination for Default

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

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

q) Indemnity:

The Supplier 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 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.

r) 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 Supplier 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 of Regional Director, Reserve Bank of India, Chennai who shall give written award of her decision to the Supplier. The decision of Regional Director will be final and binding.

इसके साक्ष्य में दोनों पक्षों के उपस्थित व्यक्तियों ने इस पर तथा इसके डुप्लीकेट पर अपनी कॉमन मुहर लगाकर उक्त लिखित तारीख तथा वर्ष को हस्ताक्षर किए हैं।

भारतीय रिज़र्व बैंक ,चेन्नै द्वारा हस्ताक्षरित और सुपुर्दित

SIGNED AND DELIVERED by the Reserve Bank of India, Chennai by the hand of

श्री:

पता / Address

खरीदकर्ता / Purchaser

आपूर्तिकर्ता / Supplier

इनके साक्ष्य में / Witness

1.

2.