



**E-Tender for Supply of Drugs/ Medicines on Credit Slips to the serving employees'/ retired employees/ eligible dependents at Reserve Bank of India, Shimla Regional Office for the period April 01, 2026 – March 31, 2027**

This is an open tender enquiry. However, only those bidders/ vendors/ agencies who are qualified for the work as per qualifications criteria stipulated in the tender are eligible to participate in this tender. Bidders are advised to upload the documents on MSTC website in support of their eligibility for the tender.

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of Department	Human Resource Management Department
2.	Name of e-Tender	<b>E-Tender for Supply of Drugs/ Medicines on Credit Slips to the serving employees'/ retired employees/ eligible dependents at Reserve Bank of India, Shimla Regional Office for the period April 01, 2026 – March 31, 2027</b>
3.	e-Tender No.	RBI/SHIMLA REGIONAL OFFICE/Others/9/25-26/ET/852
4.	Mode of e-Tender	e-Procurement System Online (Part I - Technical Bid and Part II – Financial Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
5.	Total Estimated Cost (for 12 months)	<b>Rs. 10,00,000/-</b> (Rupees Ten Lakh only) inclusive of GST.
6.	Date of Tender available for downloading and start of bidding on MSTC website	January 16, 2026 from 04:00 PM onwards
7.	Pre- Bid meeting Date	<b>Date:</b> January 23, 2026 at 10:00 AM <b>Venue:</b> Reserve Bank of India, 4 <sup>th</sup> floor Conference Hall, Main Market, Kasumti, Shimla
8.	Last date of submission of Earnest Money Deposit (EMD) through NEFT.	February 09, 2026 at 03:00 PM
9.	Date for Starting of e-tender for submission of Technical Bid (Part-I) and Financial Bid (Part-II) at <a href="https://mstcecommerce.com/eprochome/rbi">https://mstcecommerce.com/eprochome/rbi</a>	January 16, 2026 from 04:00 PM onwards



10.	Date of Closing of e-tender for submission of Technical Bid (Part-I) and Financial Bid (Part-II).	February 09, 2026 at 03:00 PM
11.	Date and Time of Opening of Technical Bid (Part-I)	February 10, 2026 at 12:00 PM
12.	Date and Time of Opening of Part-II (Financial Bid)	Part-II Financial Bid of only those tenderers will be opened electronically who fulfil the pre-qualification eligibility criteria. Such bidder(s) will be communicated through e-mail separately.
13.	Earnest Money Deposit (EMD)	Rupees 50,000/- (being 2% of the total contract value shall be deposited by each bidder) in the form of NEFT in favour of Reserve Bank of India. <b>Details of NEFT: -</b> Beneficiary Name: - Reserve Bank of India Beneficiary A/c No: - 186003001 IFSC Code: - RBIS0SMPA01 (5 <sup>th</sup> and 10 <sup>th</sup> being zero)  <b>e-Tender Application not accompanied by EMD will be treated as unresponsive and will be rejected by the Bank.</b>
14.	Transaction Fees	Transaction Fees to be paid through MSTC payment Gateway / NEFT / RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

Any corrigendum will be issued only on RBI Website ([www.rbi.org.in](http://www.rbi.org.in))

**Regional Director  
Reserve Bank of India  
Shimla**



**RESERVE BANK OF INDIA  
Central Establishment Section  
SHIMLA**

**E-Tender for Supply of Drugs/ Medicines on Credit Slips to the serving employees'/ retired employees/ eligible dependents at Reserve Bank of India, Shimla Regional Office for the period April 01, 2026 – March 31, 2027**

**E-Tender No. - RBI/SHIMLA REGIONAL OFFICE/Others/9/25-26/ET/852**



## **DISCLAIMER**

The Bank has prepared this document to give background information on the assignment to the interested candidates. While the Bank has taken due care in the preparation of the information contained herein and believe it to be in order, neither the Bank nor any of its authorities, agencies, any of their respective officers, employees, agents or advisors give any warranty or make any representations, express 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.

The information is not intended to be exhaustive. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

The Bank reserves the right not to proceed with the assignment or to change the configuration thereof, 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 candidate expressing interest. No reimbursement of cost of any type will be paid to persons expressing interest.

Regional Director  
Reserve Bank of India  
Shimla Regional Office



**E-Tender for Supply of Drugs/ Medicines on Credit Slips to the serving employees'/  
retired employees/ eligible dependents at Reserve Bank of India, Shimla Regional  
Office for the period April 01, 2026 – March 31, 2027**

**Table of Contents**

<b>Sr No</b>	<b>Particulars</b>	<b>Page No.</b>
Chapter 1	Introduction	4
Chapter 2	Schedule of Tender	5
Chapter 3	Important instructions for e- tender	7
Chapter 4	Eligibility	12
Chapter 5	Details of Technical Bid	13
Chapter 6	Terms & Conditions	14
Chapter 7	Scope of Work	17
Chapter 8	General and Specific Conditions of Contract	22
Annexure 1	Application Form	30
Annexure 2	Details of expected annual procurement and turn over required and amount of Performance Bank Guarantee	33
Annexure 3	Format of Banker's certificate	34
Annexure 4	Format of Performance Bank Guarantee	35
Annexure 5	Format of Contract	37
Annexure 6	Format for Price Bid	39
Annexure 7	Format of Undertaking/Declaration	40



## Chapter 1 - Introduction

Reserve Bank of India, Shimla, (hereinafter called "the Bank"), invites e-tenders under Two – Bid system (Technical & Financial Bid) for the empanelment of suppliers/chemists/Druggists (hereinafter refer to Chemists for brevity) for supplying of medicine to its employees/retirees against Credit Slips issued by the Bank's Medical Consultant of Reserve Bank of India, Shimla. The empanelment panel shall be for a period of one year i.e. April 01, 2026 to March 31, 2027. However the contract may be renewed annually on mutual consent for a period of one year at a time, extendable upto a maximum period of two years, subject to satisfactory performance of the service provider, as evaluated by the Bank from time to time. The contract may be terminated by giving three months' notice period by the either side.

The Bank invites application from such Chemists who are interested in inclusion in the panel. Chemists, who fulfil the eligibility criteria and agree to the other terms and conditions mentioned in this document may apply for the contract in the prescribed form ([Annex-1](#)). The tender document can be downloaded from the RBI website [www.rbi.org.in](http://www.rbi.org.in)' and '[www.mstcecommerce.com](http://www.mstcecommerce.com)'. Any amendment / corrigendum / clarification with respect to this tender shall be uploaded on Bank's website /MSTC e-portal only. All the interested Suppliers/ Chemists/ Druggists may register themselves with MSTC to be able to participate in the process of tendering. Bidders are advised to make their own arrangement for Digital Signature Certificate (DSC) which may be required to access the MSTC portal.

The address of the main office of RBI Shimla is Main Market, Kasumpti, Shimla - 171009. Apart from that, RBI Shimla has leased accommodations which are within the radius of 5 km of the main office. Bidders are requested to ensure that their outlet is available within 5 km radius of the main office.

The Bank reserves the right to enter into parallel contracts with different vendors. Contract will be awarded to bidder who offers highest discount rate. The Bank reserves the right to accept any or reject any or all of the applications received without assigning any reasons.



## Chapter 2 Schedule of Tender

<b>E-tender no</b>	<b>E-Tender No. - RBI/SHIMLA REGIONAL OFFICE/Others/9/25-26/ET/852</b>
<b>Name of Tender</b>	E-Tender for Supply of Drugs/ Medicines on Credit Slips to the serving employees'/ retired employees/ eligible Dependents at Reserve Bank of India, Shimla Regional Office for the period April 01, 2026 – March 31, 2027
<b>Mode of Tender</b>	E-tender through MSTC portal.
<b>Date of Notice Inviting E-tender available for view/download on RBI website</b>	January 16, 2026 at 04:00 PM
<b>Date of Pre-Bid meeting (offline)</b>	January 23, 2026 at 10:00 AM
<b>Email query may be sent to</b>	<a href="mailto:samadhanshimla@rbi.org.in">samadhanshimla@rbi.org.in</a>
<b>Venue of Pre-Bid meeting</b>	Reserve Bank of India, Main Market, Kasumti, Shimla - 171009
<b>Estimated value of tender i.e. annual procurement</b>	10,00,000/- *refer <a href="#">Annex-II</a> for detail
<b>Earnest Money Deposit (EMD)</b>	50,000/- (being 2% of the total contract value shall be deposited by each bidder) in the form of NEFT in favour of Reserve Bank of India.
<b>Reserve Bank of India, Shimla Account Details</b>	Beneficiary account no: 186003001 IFSC: RBIS0SMPA01 (Numeric Zero at 5th and 10th place from left) Beneficiary Name: Reserve Bank of India, Shimla



E-Tender for Supply of Drugs/ Medicines on Credit Slips to the  
serving employees'/ retired employees/ eligible Dependents  
at Reserve Bank of India, Shimla Regional Office

<b>Transaction fees</b>	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through/NEFT/RTGS in favor of MSTC LIMITED or as advised by M/s MSTC Ltd.  Please do not transfer the transaction fee to the Reserve Bank of India, Shimla.
<b>Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a></b>	January 16, 2026 from 04:00PM onwards
<b>Date &amp; time of closing of online submission of E-tender (Technical Bid and Financial Bid)</b>	February 09, 2026 at 03:00 PM
<b>Date &amp; time of opening of Part-I (Technical Bid)</b>	February 10, 2026 at 12:00 PM
<b>Date of opening of Part-II (Financial Bid)</b>	Part II will be opened at a later date after evaluation of Part I.
<b>Note:</b> Vendors may please note that any amendments/ corrigendum to this tender will be notified on the website of RBI/ MSTC e-portal only.	



## Chapter 3- Important Instruction for E-Procurement

This is an e-procurement event of RBI. The e-procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

Process of E-tender:

**A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/) (Version 3)**

1) Vendors are required to register themselves online with [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)

Register as Vendor - Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e-tender).

### Availability

9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

#### 1. Contact person (MSTC Limited, Shimla):

MSTC Help Desk: 07969066600 (For System Settings related issues)

- a) Mr. Keshav Arora, Deputy Manager (Ph. 0172-2584921) ([cdgopn1@mstcindia.in](mailto:cdgopn1@mstcindia.in))
- b) Mr. Pankaj Kumar, Deputy Manager (Ph. 0172-2584921) ([cdgopn2@mstcindia.in](mailto:cdgopn2@mstcindia.in))



## 2. Contact person (RBI, Shimla Office):

- a) Mrs. Sheenam Kumar, Manager, HRMD  
Mobile: 8283000246, [sheenamkumar@rbi.org.in](mailto:sheenamkumar@rbi.org.in)
- b) Shri Anand Kumar, Assistant Manager, HRMD  
Mobile: 9988859551, [anandkumar1@rbi.org.in](mailto:anandkumar1@rbi.org.in)

Guide.

### 1. System Requirement:

- For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available <https://www.mstcecommerce.com/eprocn/>
- The Technical Bid and the Commercial Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](https://www.mstcecommerce.com/eprochome/rbi). Bids will be opened electronically on specified date and time as given in the Tender.
- All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.

### 2. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog through their login. Service Provider / Contractor/Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider /Contractor/Vendor shall generate a challan by filling up a form. Service Provider /Contractor/Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor/Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without payment of the transaction fee.

**NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.**

3. Information about tenders / corrigenda shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate). **E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).**



#### 4. Bidding in E-tender:

Note: Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If any) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder will be refunded by RBI.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c) The bidder(s) who have submitted the above fees can only submit their Technical Commercial Bids and Price Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) e-procurement New Common Portal Bid via Manager live event Selection of the live event→ Transaction fee->Common term >Attach Documents->Price Bid.

5. Please Note: The vendor after successful remittance of the transaction fees and EM details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

6. First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid.



NOTE:- After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- 7 a) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- b) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- c) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- d) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.
- e) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- f) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- g) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.
- h) Unit of Measure (UOM) is indicated in the e-tender Floor, Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- i) E-tender cannot be accessed after the due date and time mentioned in NIT.

#### **8. Bidding in e-tender:**

- a) Earnest Money Deposit for a sum of ₹50,000/- shall be submitted to the Bank via NEFT.
- b) The account details for NEFT/RTGS transactions are as follows.

IFSC: RBIS0SMPA01 (Numeric Zero at 5th and 10th place from left)

Beneficiary Name: Reserve Bank of India, Shimla

Account No.: 186003001



E-Tender for Supply of Drugs/ Medicines on Credit Slips to the  
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at Reserve Bank of India, Shimla Regional Office

Proof of remittance with transaction number (Scanned copy) shall be attached/uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [samadhanshimla@rbi.org.in](mailto:samadhanshimla@rbi.org.in).

A tender which is not accompanied by such EMD will not be considered.

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority in due course.

- c) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- d) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) e-procurement PSU/Govt depts Login under RBI-My menu Auction Floor Manager live event Selection of the live event.
- e) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.
- f) After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids.
- g) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- h) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- 1) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- j) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- k) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.



- I) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- m) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

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

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

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

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

Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome/rbi> to familiarize them with the system before bidding.

## **Chapter 4– Eligibility**

1. The chemist must hold licenses valid 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 empaneled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
2. The shop/ establishment of the chemist should be situated in and around the 5 km radius of the main office i.e. Reserve Bank of India, Main Market, Kasumpti, Shimla - 171009.
3. The chemist should have an annual minimum turnover successively for the last three financial years equal to 50% of the annual contract amount.



4. Earnest Money Deposit (EMD) of ₹50,000/- (Rupees Fifty Thousand only) should be deposited as per terms & conditions mentioned in this document.
5. The bidder agrees to all the terms and conditions of both the Tender Document as well as the Technical clauses of the e-tender and non-adherence to any of them shall lead to disqualification.
6. Banker's certificate from the Scheduled Bank where the Chemist has account as per format in [Annex 3](#).
7. The Chemist should have a valid GST registration and PAN.
8. The Chemist shall submit the Undertaking/ Declaration as specified in [Annex-7](#) on the letter head of the firm.

## **Chapter 5- Details of Technical Bid**

The following documents should be submitted along with the application on MSTC:-

1. Application form for Supply of medicines at Reserve Bank of India, Shimla as per format given in [Annex I](#).
2. Self-attested copies of valid license held by the chemist as on the date of application.
3. Copies of the balance sheet for the last three financial years (2022-23, 2023-24 and 2024-25) duly certified by a Chartered Accountant.
4. Turnover certificate duly certified by Chartered Accountant for the last three financial years.
5. Copy of GST registration certificate.
6. A copy of PAN allotted to the chemist.



7. Banker's certificate as per format indicated in [Annex 3](#).
8. Tenderer should submit the details of their banker's and bank details along with a cancelled cheque of the account.
9. ITR documents of last three financial years.(FY 2022-23, FY 2023-24, FY 2024-25)
10. Copy of Registration of the firm / partnership / proprietorship / chemist / vendor.

## **Chapter 6- Terms & Conditions**

1. Earnest Money Deposit (EMD) of ₹50,000/- (Rupees Fifty Thousand only) must be submitted along with the bids through NEFT. Bids without EMD will not be considered and will be rejected. EMD of unsuccessful bidders will be returned within 15 days of awarding the Contract to a successful bidder. EMD of the bidders not honoring their commitment/ quotations may be forfeited at the discretion of the Regional Director, Reserve Bank of India, Shimla who is not bound to assign any reasons for his action.
2. The successful bidder has to submit a Performance Bank Guarantee (PBG) from a scheduled bank as indicated in [Annex 2](#) in favour of the Regional Director, Reserve Bank of India, Shimla which shall remain valid for a period beyond six months of the validity of the Contract within a period of thirty days from award of the Contract. The EMD submitted along with the bid will be returned soon after receipt of the PBG. The format for PBG is given in [Annex-4](#).
3. The successful bidder will enter into a contract with the Bank as per format in [Annex-5](#). The contract will be valid for a period of one year (April 01, 2026 to March 31, 2027) from the date of contract and the uniform discount quoted by you shall remain firm and valid for the said period. The contract may be extended up to a further period of two years (one year at a time) subject to performance review.



4. Under no circumstance will a request for alteration in the discount rate will be accepted/ considered during the period of contract.
5. The delivery of medicines and/or non-medicine items shall be made available, as per the requirement in each credit-slip, without any additional charges (for transport etc.), at the bank premises or lease accommodations, within reasonable time not exceeding 48 hours from placing of such order. The order may be placed by any employee/ retired-employee and/or their dependents by showing a valid credit slip communicated electronically or otherwise to the service-provider or his employees/ agents/ assignees etc. The failure of timely delivery shall attract consequences which may include rescission of the contract as **time is the essence of the contract.**
6. The Chemist must have their office in Shimla to execute the order and replace the rejected material if any, on priority.
7. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the Chemist. The Chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply at the Bank's premises and leased accommodations. The Bank shall only pay the labelled MRP less discount allowed thereon as per your offer.
8. Quotation (Bids) received without EMD and the details as per Sr. No. 1 above 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. You may nominate a representative to be present on the occasion.
10. Fulfilling the above terms & conditions and offering the highest discount does not necessarily mean qualifying for the award of the Contract.



- 11.** The Bank will have the right to withdraw from the contract in full or in part by giving three months' notice to the supplier.
- 12.** The Regional Director, Reserve Bank of India, Shimla, 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 seems appropriate to him in interest of the Bank.
- 13.** Applications received in respect of the process of empanelment will be reviewed by the Bank in two parts. In Part-I the applicant is required to submit the application form and documents. In Part-II the applicant shall submit the financial bid (Discount rate). The application received in Part-I shall be reviewed by the Bank and whose eligibility criteria mentioned in the document are met, the Part-II shall be opened.
- 14.** The Bank shall open the Part II (Price Bid) of the chemists who qualify in the eligibility criteria for empanelment. The Bank will enter into an annual agreement for supply of medicines on credit slips with one or more chemists who offer the highest uniform discount.
- 15.** The Chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules and all other orders issued from time to time.
- 16.** The Chemist should not have been debarred/ black-listed by any Govt./ Semi-Govt./ Public Sector organization.
- 17.** The Chemist should agree to supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC).
- 18.** The chemist should have a computerized billing system.



## **Chapter 7- Scope of Work**

### **A. Credit Slip**

The Bank's Medical Consultant (BMC) shall issue a credit slip in the prescribed format in favour of the Bank's employees and their dependents prescribing there in the medicines to be supplied by the empaneled chemist. Upon receipt the Credit Slip (via physical / electronic mode) issued by the BMC, the chemist shall supply the medicines prescribed by BMC to the Bank's Employee and their dependents in Bank premises on demand basis after obtaining due authentication i.e. name, signature, designation etc. on the credit slip. In case the chemist is providing the Home Delivery of the medicines, the chemist is required to deliver the medicines at home of staff members after receiving the Credit slip in soft copy. The hardcopy of the Credit slip shall be collected at the time of delivery of medicines. No extra charges shall be levied by the chemist for home-delivery if provided. Staff members will have the option to get the medicines on credit slips at Bank premises or their homes.

### **B. Packaged Supplies**

Supplies are required to be made in original packaging of manufacturer. The packing should exactly match the total quantity demanded of any particular medicine/ drug in the Credit Slip.

### **C. Life Period of Medicines Supplied**

Every medicine has its own shelf-life period as mentioned on the label of medicine. The shelf life of medicines and non-medicine items supplied should not have passed more than half of its shelf life at the time of supply.

### **D. Presentation of Bills**

Bills may be submitted to the Bank every month for payment along with the original credit slips. Bills of particular month shall be submitted by the 10th of the following month.



#### **E. Performance Bank Guarantee**

The Performance Bank Guarantee shall be liable to be invoked if the medicines supplied by the authorized Chemist are not conforming to quality. The Performance Bank Guarantee is also liable to be invoked if the authorized Chemist:

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

The Chemist should not stop the supplies of the medicines without giving 30 days' notice.

#### **F. Deductions for Default**

In case of specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then Chemist will be penalized for Rs.1000 + cost of the specific brand of medicines and non-medicine items for each such default.

#### **G. Termination for Default**

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

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



#### **H. Reservation of Right for Appointment of More Chemists**

The Regional Director, Reserve Bank of India, Shimla reserves the right to enter into contracts with any number of Chemists in different locations.

#### **I. Supply of Medicines and Non-Medicine Items**

In case of failure or refusal on Chemist's part to supply the medicines/ non-medicine items to the purchasers/ beneficiaries within the time as provided, the contract is liable to be terminated /cancelled at Chemist's risk and cost. Any extra cost involved in arranging supply from alternative sources will be recovered from the Chemist.

The medicines items to be supplied shall be of standard quality. In case it is found that any particular medicines has expired or is nearing the date of expiry, found to be substandard or spurious, Chemist's (Appointed Authorized Chemist) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated. In case the Chemist fails to supply the medicines, the Bank will be entitled to procure the same from other Chemists and the defaulting Chemist shall be liable to reimburse in full the price paid by the Bank. However, the Chemist will be allowed to claim what would be payable to him for the medicines and non-medicine items as per the agreed terms and conditions.

#### **J. Indemnity**

The bidder shall indemnify the Bank against all actions, suits, claims, and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the Bank in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to the Bank and will not hold the Bank responsible or obligated.



The Bank may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

#### **K. Payment**

The authorized Chemist shall claim payments after supply of medicines and non-medicine items. Payments of the bills presented will normally be arranged in 30 working days from the date of presentation of the bill. However, the authorized Chemist shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any reasons. The payment for the purchases will be made through NEFT, for which the bidder should provide requisite bank details. While making payment, the RBI, Shimla will deduct applicable taxes at source and issue certificate in this regard.

#### **L. Arbitration**

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract, its interpretation on the payment to be made there under the same or anything in relation to or arising out of this contract. If after 30 days from the commencement of such informal negotiation, Reserve Bank of India and the vendor are unable to resolve amicably contract dispute, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement. The arbitration proceedings shall take place at Shimla only. The provision of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings.

#### **M. Confidentiality Clause**

The Chemist shall not disclose directly or indirectly any information, material and detail of the bank's infrastructure/system/equipment etc., which may come to the possession or knowledge of the Chemist during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Chemist 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 Chemist shall not publish, permit to be published, or disclose any particulars of the work in any trade or technical paper or elsewhere without the previous written consent of the Bank in a manner constituting disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Chemist and the Bank shall be entitled to claim damages and pursue legal remedies. The Chemist shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The Chemist's obligations with respect to non-disclosure and confidentiality will survive after the expiry or termination of this contract for whatever reason.

#### **N. Compliances with the Provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013**

The Chemist shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, 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 supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the supplier, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the supplier is proved by the Committee. The chemist shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.



## **Chapter 8- General and Specific Conditions of Contract**

### **A) General Conditions of the contract**

- A1** The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise the Bank is not responsible for the completeness of the Tender Document.
- A2** Conditional tender shall not be entertained.
- A3** In the event of any difference between the figures & words of quoted rates, the rates in words shall be considered for evaluating the tender.
- A4** The tenderer is expected to carefully read and understand all instructions, forms, terms, and specifications in the Tender Document before submitting the bids.
- A5** Failure to furnish all / any information or documentation as prescribed in the Tender Document may result in the rejection of the Tender.
- A6** The track record of a tenderer should be clean without any involvement in illegal activities or financial frauds. There should not be any such case with the Police / Court / Regulatory authorities against the tenderer or proprietors / partners / directors in case of Proprietorship / Partnership firm / company.
- A7** The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. The tenderer must not have been suspended / delisted / blacklisted / banned or any such process initiated against him/her, by any organization including the Reserve Bank of India at any location in India on any grounds (Self-declaration on letter head in this regard to be submitted).
- A8** The tenderer should not have rescinded / abandoned any contract awarded by any of his clients before the expiry of the prescribed period of contract. The tenderer shall give details of all disputes he / she had with his / her clients and furnish the current status thereof.



## **B) Situations leading to disqualification / rejection of tenders**

**B1** Any canvassing by or on behalf of the tenderer or an attempt to bring any canvassing or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for the next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with retrospective effect.

**B2** All the tenders should be complete in all respects with all attachments / enclosures/ annexures. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence, etc., will be outrightly and summarily rejected by the Bank.

**B3** The tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.

**B4** Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected.

**B5** The tenders received after the due date and time shall be summarily rejected.

**B6** Conditional tenders shall be straightway rejected, and no additional clause will be entertained.

**B7** No tender may be modified subsequent to the last date of submission of the tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender.

**B8** Withdrawal of the tender during the interval shall result in forfeiture of the EMD.



**B9 Alternative Proposals / Request for extension for final date of submission shall not be permitted.**

**C) Terms of Payment**

**C1** Except under circumstances beyond the control of the Bank, the payment of complete and clear bills received at monthly intervals will be made not later than Thirty (30) days of receipt of clear and complete bills.

**C2** As per Indian laws, taxes as applicable, shall be deducted at source and a certificate for the same shall be issued to the Service Provider.

**C3** The invoice / bill issued should be serially numbered and it should contain the name and address of the service provider, service receiver, description of service, value of taxes payable thereon, etc. No request for making an advance payment on any ground shall be entertained.

**C4** It shall be binding on the Service provider to remit the Taxes paid by the Bank on bills to the respective Government Authorities.

**C5** All the payments shall be released through NEFT / RTGS channel only, for which necessary account details shall be submitted to the Bank.

**C6** Any objection regarding the payment received by the agency may be brought to the notice of the Bank within ten (10) days of the date of the payment. In case, no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.

**D) Necessary requirements to be fulfilled after award of contract**

**D1** The successful tenderer/s shall execute a Performance Bank Guarantee as specified in [Annex IV](#) (Standard Formats)

**D2** The agreement between the successful tenderer/s and the Bank will be signed after written confirmation of acceptance. The agreement shall be executed in duplicate. The Bank shall retain the original document and the Service Provider



will be given the duplicate. The stamp duty shall be borne and paid by the Service Provider.

#### **E) Rights of the Bank**

- E1** The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.
- E2** The Bank reserves the right to accept or reject any / all applications or annul the tendering process without any liability or assigning any reason thereof.
- E3** The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.
- E4** The Service Provider or its agents / employees / drivers committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and / or termination of the agreement forthwith without any notice or any compensation in lieu thereof.
- E5** Without prejudice to the above, the Agreement can be terminated with a notice of three months from either side, during the Agreement period.

#### **F) Force Majeure**

Notwithstanding anything contained in this document, neither party shall be liable for any delay in performing obligations hereunder, if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the statutory authority, Act of God, natural calamity or social uprising, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.



## **G) Disclaimer**

**G1** Although adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects.

**G2** Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within three (3) days from the date of Notice Inviting Tender (NIT), it shall be considered that this document is complete in all respects.

**G3** The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.

**G4** While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

## **H) Discount**

The chemist 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 chemist. The Bank will only pay the labeled MRP minus discount allowed thereon. The discount offered by the tenderers and as accepted by the Bank, shall remain valid, for a period of one year (April 01, 2026 to March 31, 2027), thereafter it may be reviewed at the time of renewal of the contract depending on the prevailing circumstances at the time of renewal viz. any major changes in the laws and policies of the country at that time. Also, in case of bidders quoting same interest rate, the bidder closer (distance) to the



office would be considered. However, this can be done only with the permission of the Regional Director, RBI, Shimla.

#### **I) Non - Disclosure**

The successful tenderer shall not disclose directly or indirectly any information or materials and details of the Bank's structure / systems / equipment, etc. which may come to the possession or knowledge of the agency during discharging of its contractual obligations in connection with this agreement to any third party and shall at all times hold the same in the strictest confidence. The agency 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 the applicable laws. The agency 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 Bank. The agency shall indemnify the Bank for any loss suffered by the employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the agency, the Bank shall be entitled to claim damages and pursue legal remedies. The agency 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 agency's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

#### **J) Insolvency or death of vendor**

In the event of the tenderer being adjudged insolvent or going voluntarily into liquidation or having received order or other order under the Insolvency Act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the vendor failing to comply with any of the conditions herein specified, the Bank shall have the power to terminate the



contract without any previous notice. The vendor's heirs / representatives shall not, have the right to continue to perform the duties or engagements of the vendor or under the contract in case of his death without the consent in writing of the Bank. In the event of the vendor, with such consent aforesaid, transferring his business, and in the event of the vendor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the vendor shall make it one of the terms and stipulations of the contract for the transfer of this properties and business, that such other person or company, shall continue to perform the duties or engagements of the vendor under this contract and be subject to his liabilities there under. The proof of death and other relevant documents to this effect shall be submitted to the Bank, in writing. Without prejudice to any of the rights or remedies under this contract, in case of sole proprietorship concern if the vendor dies, the Bank shall have the option of terminating the contract without compensation to the legal heirs, which does not amount to the Breach of contract.

#### **K) Corrupt, fraudulent, or unethical practices**

The Bank requires that the chemist observes the highest standards of ethics during the supply of medicines under credit slips. The medicines/drugs to be supplied must be of standard quality as indicated in the credit slips. In pursuance thereof, the terms are set forth as follows:

- a.** The chemist shall not resort to offering, giving, receiving, or soliciting of anything of value to influence the action of any official of the Bank in the empanelment process.
- b.** The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process to the detriment of the Bank.
- c.** The Bank will declare a chemist ineligible, either indefinitely or for a specified period of time, if at any time, it determines that the chemist has



E-Tender for Supply of Drugs/ Medicines on Credit Slips to the  
serving employees'/ retired employees/ eligible Dependents  
at Reserve Bank of India, Shimla Regional Office

engaged in corrupt and fraudulent practices in the empanelment process and execution of work thereon.

- d.** The Bank may, without prejudice to any other remedy for breach of terms, at its sole discretion, terminate the empanelment in whole or part in respect of any chemist for any of the following reasons:
  - i. supply of sub-standard/ spurious/ substitute medicines,
  - ii. over charging in the bill,
  - iii. in case it is found that any particular medicine's date is expired or is near the date of expiry
  - iv. if the chemist fails to perform any other obligation(s) under the empanelment
  - v. in the judgment of the Bank has engaged in corrupt or fraudulent practices.
- e.** If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount already paid by the Bank, replace the medicines in question. The Bank may stop payments due or recover the cost of such supplies from the amounts due to the chemist.



## Annex 1 - Application Form

Application Form for Empanelment of Chemist for Supply of Medicines issued on Credit Slip  
by Reserve Bank of India, Shimla

Sr. No.	Particular	Remarks
1.	Name of Chemist	
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.	Permanent Account Number	
7.	Name (s) of the Proprietor/ Partner/ Director/ Official with designation authorized to make commitment to the Bank.	
8.	Telephone No. Mobile No. E-mail address	
9.	Address of the Shop/ Establishment	
10.	Whether the chemist holds valid license (s) on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provision of Drugs and Cosmetics Act, 1940. Please furnish detail of licenses.	
11.	Copy of Income Tax Return filed for the last three years (FY 2022-23, FY 2023-24, FY 2024-25)	



12.	a) Copies of the Balance Sheet for the last three financial years (FY 2022-23, FY 2023-24, FY 2024-25) duly certified by a Chartered Accountant b) Whether the chemist has minimum annual turnover equal to the contract amount? Yes/ No	
13.	Whether the chemist has been convicted by the State Drug Controller or any case is pending against the chemist under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time.	
14.	Whether the billing system is computerized.	
15.	Name, address and phone number of the Principal Banker.	
16.	Whether the Chemist has agreed to supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC) to the Bank premises	_____ (Yes/ No)
17.	Whether the Chemist has agreed to supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC) to the Leased Accommodations	_____ (Yes/ No)
18.	Whether the Chemist has agreed to submit the Undertaking/Declaration as specified in <u>Annex-7</u> on the letter head of the firm.	
19.	Whether the chemist has submitted the copy of licenses valid 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	



E-Tender for Supply of Drugs/ Medicines on Credit Slips to the  
serving employees'/ retired employees/ eligible Dependents  
at Reserve Bank of India, Shimla Regional Office

	the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force.	
20.	Whether the chemist has submitted documentary evidence w.r.t address proof of the shop / establishment.	
21.	Whether the chemist has submitted the copy of GST Certificate and PAN.	
22.	<b>Financial Year's annual sale:-</b> 1) 2022-23 2) 2023-24 3) 2024-25	

I have read and understood the notice issued by the Reserve Bank of India, Shimla, containing the eligibility criteria and the terms and conditions for empanelment of chemists / druggists for supply of drugs / medicines. I fully accept the terms and conditions of the contract. I also understand that the Bank reserves the right to accept any or reject any or all the applications without assigning any reason.

Name:

Signature

Designation:

Date:



**Annex 2 - Details of expected annual procurement and turn over required and amount of Performance Bank Guarantee**

1. Expected Amount of Annual Procurement: Rs 10,00,000/-
2. Turnover required for eligibility: Rs.5,00,000/-
3. Amount of Earnest Money Deposited till submission of PBG : Rs. 50,000/-
4. Amount of Performance Bank Guarantee (PBG): Rs 1,00,000/-
5. Amount of EMD (Earnest Money Deposit) will be refunded on submission of PBG (Performance Bank Guarantee).



### **Annex 3 - Format of Banker's certificate**

To

The Regional Director

Reserve Bank of India

Human Resource Management Department

Main Market, Kasumti

Shimla

#### **Banker's Certificate from a Scheduled Bank**

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

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

For the bank

(Signature with seal)

Date:

Name & Designation:

For the bank

#### **Note:**

1. Banker's certificate should be on letter head of the Bank, sealed in cover and addressed to  
enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the  
bank.



**Annex 4 - Format of Performance Bank Guarantee**

**PERFORMANCE BANK GUARANTEE FORM (For an amount of Rs. )**

To,  
The Regional Director  
Reserve Bank of India  
Shimla

WHEREAS \_\_\_\_\_ (Name of successful bidder) hereinafter called  
"Successful Bidder" has undertaken, Contract No. \_\_\_\_\_ dated,  
\_\_\_\_\_ to supply medicines in RBI Shimla (Description of Services) hereinafter called  
"the Contract" in pursuance of Request for Empanelment Document dated \_\_\_\_\_ and  
Request for Quotation dated \_\_\_\_\_ issued by RBI Shimla.

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 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 .....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 the 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.



E-Tender for Supply of Drugs/ Medicines on Credit Slips to the  
serving employees'/ retired employees/ eligible Dependents  
at Reserve Bank of India, Shimla Regional Office

4. You shall have the 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 \_\_\_\_\_ 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 one year or until it is released by you pursuant to the provisions of the contract.

8. The Performance Bank Guarantee should remain valid upto six months beyond the validity period of the contract. The Performance Bank Guarantee is liable to be invoked by the Bank and the proceeds of invoked Performance Bank Guarantee shall be liable to be forfeited by the Bank if the medicines supplied by the authorized Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The Performance Bank Guarantee is also liable to be forfeited if the authorized Chemist:

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

Signed and sealed this day of \_\_\_\_ at.

SIGNED, SEALED AND DELIVERED

For and on behalf of By:  
(Signature)  
(Name)  
(Designation)  
(Address)



## Annex 5 - Format of Contract

### ANNUAL CONTRACT FORM

THIS AGREEMENT made on the..... day of....., 202

Between

Reserve Bank of India, Shimla

.....  
(Name and address of purchaser) hereinafter "the Purchaser" of the one part and

.....  
(Name and address of chemist) hereinafter called 'the Chemist" of the other part:

WHEREAS the Purchaser is desirous of providing medicines/ drugs to it's staff members on credit slips at a discounted price and has accepted a bid by the Chemist for the supply of those goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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

2.1 The empanelment/Tender document dated.....signed and submitted by the Chemist.

2.2 The Quotation document dated ..... submitted by the Chemist, terms and conditions of the bid.

- a. The Purchaser's Notification of Award
- b. The agreement is valid from April 01, 2026 to March 31, 2027.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and



E-Tender for Supply of Drugs/ Medicines on Credit Slips to the  
serving employees'/ retired employees/ eligible Dependents  
at Reserve Bank of India, Shimla Regional Office

services in conformity in all respects with the provisions of the contract and the decision of the Purchaser will be final in respect of defects found therein.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, the contract price or such other sum under the provisions of the contract.
5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as per enlisted in tender document or indent of the Purchaser. In case of any shortage/defect, the decision of the Purchaser will be final.
6. The Supplier shall not disclose (directly or indirectly) any information and details of the Purchaser's infrastructure systems/equipment etc. (Which may come to its possession during the course of discharging its contractual obligations) to any third party. The Supplier shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper. The Supplier shall indemnify the Purchaser from any loss the Purchaser might suffer as a result of such disclosure/s.
7. The Supplier shall take steps to prevent sexual harassment of any of the Purchaser's lady employees as per the provisions of 'The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013.'

For and on behalf of  
Bank

Sign : \_\_\_\_\_

Name :

Title :

For and on behalf of  
Chemist

Sign : \_\_\_\_\_

Name :

Title :



## Annex 6 – Format for Price Bid

### PRICE BID

From:

Complete address of the bidder with Phone/ Fax & Mobile No.:

To: The Regional Director,  
Reserve Bank of India, Shimla

Dear Sir,

Having fully read and understood, the terms, conditions and other details mentioned in the Bank's NIT dated \_\_\_\_\_, I / We hereby offer to supply medicines/drugs to the Bank's staff on credit slip issued by Bank's Medical Consultant of RBI Shimla at the rate given below: -

1) Uniform Discount (upto two decimal points) on the Printed Retail Price offered on all items of supply-

Medicine Supplies	:
	(in percentage terms- in figures)
	:
	(in percentage terms- in words)

2) I undertake to bear packing, cartage and transportation expenses (if any) and also bear all taxes, GST/ Levy/ Cess 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. I will not charge any such taxes from the purchaser (the Bank).

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 the contract.

4) I also Undertake that all the medicines shall be provided as per Credit Slips and no "substitute medicines" will be provided.

Signature

Date

Name

Rubber Stamp



## **Annex 7 – Format of Undertaking/Declaration**

### **Certificate for acceptance of terms and conditions**

**(To be attached by the Chemist along with other documents on its letter head)**

I / We declare that there is no case / charge under investigation / enquiry / trial against the agency / Shop / Firm. I / We have not been banned and de-listed by any Government Department / Financial Institution / have not been convicted by any Court of Law/ have no case pending before the court of law/ Police authorities for the last 10 years. I / We also declare that I shall supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC) in the Bank premises.

Signature

(Authorized Signatory)

Chemist / firm's Seal

Place:

Date: