CGMSC Ltd.
Promise for quality health care

# Chhattisgarh Medical Services Corporation Limited

## E-Tender for Supply of Essential/Non- Essential Medicines (2026-27)

**Tender reference No: 276/CGMSCL/Drug & Medicine/2026-27,**
**Date 03/11/2026**
**E-proc. NIT No. 203403**


**Chhattisgarh Medical Services Corporation Limited**
Sardar Vallabh Bhai Patel Bhavan,1st & 2nd Floor, Kayabandha, Sector 24,
Atal Nagar, Nava Raipur (CG) Pin 492018

***Website:*** *https://cgmsc.gov.in/*
***Email*** *: medicine.cgmsc@gov.in*

# छत्तीसगढ मेडिकल सर्विसेस कार्पोरेशन

**सरदार वल्लभ भाई पटेल भवन, प्रथम एवं द्वितीय तल, कायाबांधा, सेक्टर-24,**
**अटल नगर, नवा रायपुर (छ.ग.) 492018**

**निविदा सूचना क्र./5864/सी.जी.एम.एस.सी.लिमि./तकनीकी/2026-27**

छत्तीसगढ़ मेडिकल सर्विसेस कार्पोरेशन लिमिटेड के द्वारा ई.डी.एल. एवं नॉन-ई.डी.एल. औषधि (एलोपैथी, आयुर्वेद, होम्योपैथी, यूनानी, कच्ची) एवं कन्जुमेबल, टेस्ट कीट, मेडिकल इक्विपमेंट/आयुष/फिजियोथेरेपी/ FDA, फर्नीचर के सामान की सप्लाई, बायोमेडिकल इक्विपमेंट के रखरखाव, रिएजेंट रेंटल मोड पर सेवाएं लेने, प्रयोगशालाओं के साथ अनुबंध किये जाने (Laboratories Empanelment) हेतु प्रतिष्ठित फ़र्म से निविदायें आमंत्रित की जा रही है।

निविदा दस्तावेज और नियम इत्यादि का विवरण दिनांक **07/10/2026 से 31/12/2026** तक छत्तीसगढ़ मेडिकल सर्विसेस कार्पोरेशन लिमिटेड की वेबसाइट **https://www.cgmsc.gov.in** तथा **https://www.eproc.cgstate.gov.in & gem.gov.in** से डाउनलोड किया जा सकता है एवं उक्त निविदाओं में समयानुसार किये जाने वाले संशोधनों की जानकारी उपरोक्त वेबसाइटो से प्राप्त किया जा सकेगा ।

**(प्रबंध संचालक महोदय द्वारा अनुमोदित)**

वास्ते/-
प्रभारी महाप्रबंधक (तकनीकी)
सी.जी.एम.एस.सी.लिमिटेड
अटल नगर, नवा रायपुर (छ.ग.)

# Chhattisgarh Medical Services Corporation Limited

**Sardar Vallabh Bhai Patel Bhavan, 1st & 2nd Floor, Kayabandha,**
**Sector-24, Atal Nagar, Nava Raipur (C.G.) – 492018**

**Tender Notice No./5864/CGMSCL/Tech/2026-27**

Online Tenders are invited from licensed manufacturers for supply of EDL/Non-EDL Medicine (Allopathy, Ayurveda, Homeopathy, Unani, Kachi) and Consumables, Test kits, Supply of Medical Equipments/Ayush/Physiotherapy/FDA, Furniture Items, Biomedical Equipment Maintenance, Hiring of services Reagent Rental Mode, Laboratories Empanelment for Chhattisgarh Medical Services Corporation Limited.

The details of tender documents can be downloaded from the Chhattisgarh Medical Services Corporation Limited website- **https://www.cgmsc.gov.in** and **https://www.eproc.cgstate.gov.in &gem.gov.in** between **07/10/2026 to 31/12/2026** and visit above websites for various amendments on tenders issued time to time.

**(Approved by MD, CGMSCL)**

**Sd/-**
**I/GM(T)**
**CGMSC Limited,**
**Atal Nagar Nava Raipur (C.G.)**

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## Disclaimer

The information contained in this Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the **Chhattisgarh Medical Services Corporation Limited (CGMSCL)** or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document subject to which such information is provided.

This Tender Document is not an agreement and is neither an offer nor invitation by the CGMSCL to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements, which reflect various assumptions and assessments arrived at by the CGMSCL in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the CGMSCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The CGMSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The CGMSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way for participation in this Tender Document.

The CGMSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document.

The CGMSCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the CGMSCL

or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the CGMSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

## Abbreviations

| Abbreviations/Acronyms | Description |
|---|---|
| BET | Bacterial Endotoxin Test |
| BG | Bank Guarantee |
| BIS | Bureau of Indian Standards |
| BOQ | Bill of Quantity/(ies) |
| BP | British Pharmacopeia |
| CA | Chartered Accountant |
| CDL | Central Drug Laboratory |
| CDSCO | Central Drug Standard Control Organization |
| CGMSCL | Chhattisgarh Medical Services Corporation Limited |
| CLA | Central Level Authority |
| COA | Certificate of Authorization |
| COPP | Certificate of Pharmaceutical Products |
| CT | Clinical Trials |
| DCGI | Drug Controller General of India |
| DMER | Directorate of Medical Education & Research |
| DPCO | Drug Price Control Order |
| DPIIT | Department for Promotion of Industry and Internal Trade |
| EMD | Earnest Money Deposit |
| ESIC | Employees State Insurance Corporation |
| FDA | Food and Drug Administration |
| FEMA | Foreign Exchange Management Act 1999 |
| G.R. | Government Resolution |
| GeM | Government e-Marketplace |
| GFR | General Financial Rules |
| GMP | Good Manufacturing Practices |
| GS1 | Global Standards 1 |
| GST | Goods and Services Tax |
| HBPCL | Haffkine Bio-Pharmaceutical Corporation Limited |
| I.V. | Intra Venous |
| IEC | Import Export Code |
| IP | Indian Pharmacopeia |
| ISI | Indian Standards Institute |
| LCBS | Least Cost Based Selection |
| LLP | Limited Liability Partnership |
| MCGM | Municipal Corporation of Greater Mumbai |
| MDR | Medical Device Rules |
| MRP | Maximum Retail Price |
| MSC | Market Standing Certificate |
| MSEs | Micro and Small Enterprises |
| NABL | National Accreditation Board for Laboratories |
| NEFT | National Electronic Funds Transfer |

| Abbreviations/Acronyms | Description |
|---|---|
| NOA | Notification of Award |
| NPPA | National Pharmaceutical Pricing Authority |
| NSQ | Not of Standard Quality |
| OEM | Original Equipment Manufacturer |
| PAN | Permanent Account Number |
| PO | Purchase Order |
| PoA | Power of Attorney |
| PVC | Poly Vinyl Chloride |
| PVdC | Poly Vinylidene Chloride |
| QC | Quality Check |
| RC | Rate Contract |
| RTGS | Real Time Gross Settlement |
| SCN | Show Cause Notice |
| SLA | State Level Authority |
| SPR | Store Purchase Rule |
| SSI | Small Scale Industries |
| TAA | Tender Accepting Authority |
| TIA | Tender Inviting Authority |
| UDIN | Unique Document Identification Number |
| USP | United States Pharmacopeia |
| WHO | World Health Organization |

**Chhattisgarh Medical Services Corporation Limited**

**Bid Notice**

**Tender reference No: 276/CGMSCL/Drug & Medicine/2026-27**

Managing Director, Chhattisgarh Medical Services Corporation Limited invites online bid for the year 2026-27in two envelope system from the manufacturers/importers for the purchase of supply of Essential or Non-Essential Medicines.

| S. No. | Description | Tender Fee (Rs.) | EMD(Rs.) |
|---|---|---|---|
| 1. | List of quoted products as per Schedule of Requirement as per Appendix–A | INR 5,000 (Indian Rupees Five Thousand Only) (GST @ 18% thereon). (Total 5900/-) | Subject to Clause 3.4 herein, a Bidder is required to furnish/pay a minimum EMD amount of Rs.2.00 lacs in respect of Bid/offer submitted in terms herein for up to eight (8) drugs. However, if the Bidder is submitting its Bid quote for more than 8 drugs, then for each additional drug beyond 8number of drugs, the EMD amount shall correspondingly increase by a value of Rs. 25,000/- per additional drug, subject to a maximum EMD amount of Rs. 5.00 lacs.<br><br>Example:<br>• Till 8 drugs: EMD = Rs. 2.00 lakhs<br>• For 10 drugs: Rs. 2.00 lakhs + (2 × Rs. 25,000) = Rs. 2.50 lakhs<br>• For 20 or more drugs: EMD capped at Rs. 5.00 lakhs |

## Bid Schedule

All bid related activities (process) like downloading of bid document, submission of bid and submission of EMD and other documents will be governed as per the time schedule given below:

| S. No. | Activity | Period |
|---|---|---|
| 1 | **Period of sale of Tender Document/ download** | **From 03/11/2026** |
| 2 | **Date for submission of queries** | before pre-bid meeting |
| 3 | **Date of pre-bid meeting** | **06/11/2026 at 11:00 AM** (Bidder should have to submit queries through email **medicine.cgmsc@gov.in** before scheduled time of meeting to be held at Sardar Vallabh Bhai Patel Bhavan, 1st & 2nd Floor, Kayabandha, Sector 24, Atal Nagar, Nava Raipur (CG) Pin 492018) |
| 4 | **Last date of pre-bid query Submission date** | **09/11/2026 Time 03:00PM** |
| 5 | **E- tender submission duration** | **From 03/11/2026 to 16/11/2026** |
| 6 | **Last date for submission of Bid: (Bid Due Date)** | **16/11/2026** |
| 7 | **Validity of Tender** | 180 days from the Bid Due Date |

Address for communication: Sardar Vallabh Bhai Patel Bhavan, 1st & 2nd Floor, Kayabandha, Sector 24, Atal Nagar, Nava Raipur (CG) Pin 492018.

Tender Document is available to be downloaded from the e-proc.cgstate.gov.in, however at the time of submission of Bid, any interested eligible bidder would be required to pay through online mode payment of a non-refundable fee of INR 5,000 (Indian Rupees Five Thousand Only) along with applicable GST ("**Tender Fee**") (Total 5900/-) and enclose a copy of the receipt of payment with the technical bid. The payment of the Tender fee shall be made only online through relevant payment gateway in **A/c of** CGMSC as per the details mentioned below:

- **Account number:540901010050665**
- **IFSC Code:UBIN0577316**
- **Name of the Bank –Union Bank**

Bidder including Government Boards/Corporation/Undertakings and manufactures/ suppliers who are MSEs registered under "Micro, Small and Medium Enterprises Development Act 2006" and registered in State of Chhattisgarh as per extant norms, shall be exempted from paying Earnest Money Deposit.

Non-payment of Earnest Money Deposit, unless exempted herein, will result in the rejection of the bid summarily without any notice. Further, any Bid not compliant to specified terms herein including the conditional bid shall also be rejected.

All correspondences, clarifications, and approvals shall be done only through the e-Proc Portal only.

Managing Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL), Nava Raipur, reserves all the rights regarding this Tender Document and the procedure outlined therein

**Sd/-**
**Managing Director**
**Chhattisgarh Medical Services Corporation Limited,**
**Nava Raipur, Raipur, Chhattisgarh**

**Bid Schedule**

| Clause Reference | Topic |
|---|---|
| **Price Bid Evaluation** | *The method of selection is LCBS (Least Cost Based Selection-L1).* |
| **Downloading Tender Document** | Tender Document can be downloaded from e-proc.cgstate.gov.in. |
| **Earnest Money Deposit (EMD)** | Bidders are required to pay the EMDas per Clause3.4. |
| **Scope of Work** | Supply of essential medicines or non-essential medicines (2026-27) in accordance with terms of this Tender Document. |
| **Pre-bid meeting and clarifications** | A pre-bid meeting will be held on **Dt. 06/11/2026 11:00 AM** Bidder may submit queries only through email on medicines.cgmsc@gov.in before scheduled time of pre-bid meeting. |
| **Taxes** | For all goods/services supplied, Bidder shall be entirely responsible for bearing of all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services. |
| **Bid Validity** | Bid smust remain valid till 180 days from the Bid Due Date. |
| **Submission of Responses** | Bidders must upload and submit all the documents on the e-Proc portal [e-proc.cgstate.gov.in]("e-Procurement Portal"). *Each of the documents must be uploaded in the format specified in this Tender Document. Any document clubbed or unnamed shall be treated as non-compliant.* |
| **Submission of Bids** | This is online process; interested Bidders are required to submit the Bids online by the date and time specified in the Tender Document. |
| **Last Date of Submission** | Bids submitted after **Dt. 16/11/2026** will not be accepted by the e-Proc portal. |
| **Claims & Objections** | Based on documents submitted/uploaded by bidder on e-procurement site, Cover A will be evaluated & a DAWA APATTI (Claims & Objections) notice will be published on CGMSC WEBSITE for clarification from ineligible bidders. The clarification by bidder can be submitted in email: **medicine.cgmsc@gov.in** or by letter to TIA till stipulated date & time mentioned in the DAWA APATTI notice. It must be noted that no documents will be accepted/ replaced in any manner whatsoever. Only clarification letter will be accepted. |
| **Tender Fee** | All Bidders shall pay Tender Fee of INR 5,000 (Indian Rupees Five Thousand Only)(GST @ 18% thereon). (Total 5900/-) |
| **Language** | Proposals should be submitted in the English language only. |

## Section 1: Introduction

Chhattisgarh Medical Services Corporation Limited (hereinafter referred as "Authority/CGMSCL") has been incorporated on 7th October 2010 under the Companies Act, 1956, and is a company under the Health & Family Welfare Department of Chhattisgarh, having its Registered Office at Sardar Vallabh Bhai Patel Bhavan, 1st & 2nd Floor, Kayabandha, Sector 24, Atal Nagar, Nava Raipur (CG) Pin 492018. CGMSCL is established for designing and construction of hospitals and other buildings for Health Department, Government of Chhattisgarh, and also for procurement, distribution, installation & maintenance of all types of drugs, medical equipment and instruments required in various Health facilities in Chhattisgarh (Medical Colleges, District Hospitals, CHCs and PHCs) as per indent received from Health Department.

1.1 **Managing Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL), Nava Raipur, hereinafter referred to as the TIA**

1.2 invites online Bid in **two envelope single stage system for supply of item specified in 'Appendix-A List of quoted products as per Schedule of Requirements', f**or use in public health facilities in the State of Chhattisgarh. Any applicable orders/ circulars issued by Govt. of Chhattisgarh from time to time will be applicable to this bidding process.

1.3 All bid-related activities, including downloading of the Tender Document, submission of bids, EMD, and other required documents, shall be carried out in accordance with the bid schedule specified in the Bid Schedule.

1.4 All activities related to this bid shall be conducted onlinethrough the websitee-proc.cgstate.gov.in. The Tender Document is uploaded on the Government of Chhattisgarh,e-tendering website e-proc.cgstate.gov.in,and must be downloaded, duly filled, and submitted online within the stipulated timeline. The Bidders are required to submit online Tender Fees (non-refundable) as mentioned herein, through online payment gateway in designated bank account. In no case, the Tender Fee should be mixed with EMD amount. The Bid shall be liable to be rejected summarily upon failure to follow procedure in this regard as prescribed in the TenderDocument.

1.5 Any Bidder intending to lodge a complaint regarding the evaluation of their Bid shall do so within forty-eight (48) hours from the time of declaration of technically qualified Bidders via email on medicine.cgmsc@gov.in. **Such complaint must be accompanied by a deposit of INR 50,000 (Rupees Fifty Thousand only), payable online in favour of the Managing Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL).** This complaint shall be submitted to the appropriate forum along with all relevant facts and supporting documentation. If, upon scrutiny, the complaint is found to be genuine and substantiated, the deposit shall be refunded to the complainant. However, if the complaint is determined to be false, frivolous, or made with malafide intent, the deposit shall be forfeited. No interest shall be payable on the deposit amount under any circumstances

1.6 This Tender shall be governed by the provisions of the *Chhattisgarh Store Purchase Rules, 2002*, *General Financial Rules, 2017 (latest version as and when updated)*, and the *Manual for Procurement of Goods, 2024 (latest version as and when updated), issued by Department of Expenditure, Ministry of Finance, Government of India*. In the event of

any ambiguity or inconsistency in the terms of this Tender, the provisions (as amended from time to time) of the aforesaid rules and manual shall prevail.

1.7 Queries related to the E-bidding can be submitted via email on.medicine.cgmsc@gov.in.

Sd/-
Managing Director
Chhattisgarh Medical Services
Corporation Limited
Nava Raipur, Raipur, Chhattisgarh.

## Section 2: General Definitions

**2.1** **Applicable Laws:shall mean all laws and regulations brought into force and effect by GOI or the State Government of Chhattisgarh or Food and Drug Administration including the CDSCO norms, Drugs and Cosmetics Act, 1940, Medical Device Rules, 2017 (MDR), New Drugs and Clinical Trials Rules, 2019, Drug Price Control Orders, rules, regulations, notifications, directives, policies and office memorandums, made thereunder and as amended from time to time and judgements, decrees, injunctions, writs and orders ofHon'ble Supreme Court or High Court, applicable to this Tender Document and the exercise, performance and discharge of the respective rights and obligations of the parties hereunder, as may be in force and effect during the tenure of the Document or Contract.**

**2.2** **Bid / Tender:shallmean the two envelopessubmitted i.e., envelope No. 1 (Technical Bid including EMD) and envelope No. 2 (Price Bid), collectively.**

**2.3** **BOQ: Bill of Quantity or the Schedule of Quantity in which the rates are to be filled in by the Bidder or commonly called the price bid.**

**2.4** **Contract: A Contract for the supply of anapproximate quantity of item(s) at a specified price and period as mentioned in Purchase Order(s) issued by the TIA from time to time during the Period of Contract.**

**2.5** **DrugsInspector: Asdefined under the Drugs and Cosmetics Act, 1940, including any amendments thereof.**

**2.6** **Empaneled Laboratory: Drug Testing Laboratory approved under the Drugs and Cosmetics Act 1940 and accredited by NABL, selected by the TIA either through open tender process or by expression of interest or otherwise for the purpose of conducting analytical testing/evaluation of drugs procured through the tender.**

**2.7** **Government: means the Central Government or the Government ofChhattisgarh, as the case may be, and includes agencies and public sector enterprises under it, in specific contexts.**

**2.8** **Medical Device Rule (MDR), 2017 – Medical Device Rules published under sub-section (1) of Section 12 and Sub-section (1) of Section 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), in the Gazette of India to regulate the import, manufacture, distribution and sale of Medical Devices and any subsequent amendments thereto.**

**2.9** **Market Standing Certificate: A Market Standing Certificate (MSC) is a document that verifies a company's good standing and track record in the pharmaceutical or medical device industry issued by State Drug Control Authority or Central Drugs Standard Control Organization (CDSCO).**

**2.10** **New Drugs and Clinical Trials Rules, 2019- Rules published under sub-section (1) of Section 12 and Sub-section (1) of Section 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940) and any subsequent amendments thereto, in the Gazette of India which shall apply to all new drugs, investigational new drugs for human use, clinical trial, bioequivalence study, bioavailability study and ethics committee.**

**2.11** **Letter of Indent (LoI): is an intimation informing the successful Bidder, the approximate quantity for which the Tender Document is awarded and requiring the**

**Bidder to execute an agreement in the prescribed format and to submit the Performance Security within a specified time so as to become a Supplier.**

**2.12 NPPA: The National Pharmaceutical Pricing Authority, the Government regulatory agency that controls the price of pharmaceutical formulations in India.**

**2.13 Period of Contract:Thequoted price mentioned for the drugs by the Bidder shall be valid for a period of 2 (two) year from the date execution of Contract and with finance department's approval and mutual agreement can be further extendable up to 1 (one) year, if required.**

**2.14 Price Bid shall have the meaning as ascribed to it in Clause 3.5 of this Tender Document.**

**2.15 Purchase Order means an order issued by the TIA to the Supplier informing to supply the required quantity of the drugs at the contract price and to supply to various consignees as mentioned in the purchase order.**

**2.16 Risk Purchase is the additional cost incurred by the TIA in making alternate purchases of the quantity defaulted by the Supplier from other sources at a higher costas compared to approved L1 cost.**

**2.17 Supplier: is the selected Bidder(s)to whom Purchase Order(s) is placed on fulfilling the qualification criteria and terms and conditions laid down in this Tender Document.**

**2.18 Supply Schedulemeans the schedule for supply of drug which shall be adhered to for supply as per Clause 4.10 unless altered with mutual consent on the basis of the movement /consumption of drugs, exigencies and other reasons suiting the requirements of TIA.**

**2.19 Tender Document: The document published by the TIA containing the details of the drugs/medicines/consumables to be purchased, the quantity and delivery, and which includes designs, specifications, quality requirements and other Specific/General conditions which will govern the contract on acceptance of the Bid.**

**2.20 Unit: means the smallest unit of the drug(s) for which rates are to be quoted and to be made available on demand. The rate to be given on the price bid shall be quoted for this basic unit as mentioned in the BOQ.**

***Note:*** *The words and expressions used in this Tender Document, but not defined, shall have the same meaning as respectively assigned to them under the prevailing Applicable Laws.*

## Section 3: General Terms and Conditions

This section deals with the general conditions of contract and contains the following terms & conditions governing the tender.

### 3.1 Responsibility for verification of contents of Tender Document

3.1.1 It shall be the responsibility of the Bidders to read/examine all instructions, forms, terms and specifications in the Tender Document and confirm that the required documents as specified in Clause 3.5 are duly uploaded. Failure to furnish any information required by the TIA in any respect shall result in the rejection of bids, without any notice.

### 3.2 Authorized Signatory for the Tender Document

3.2.1 Only authorized signatory identified and nominated in power of attorney submitted in the format prescribed in Annexure 7, shall be eligible to sign all documents and annexure related to the Tender Document. It is advisable for the Bidder to authorize only that person for this Tender Document, who is salaried employee of the Bidder. Further, the Bid shall be typed or written in indelible ink and the authorized signatory of the Bidder shall alone digitally sign and upload all required documents and annexures.All the alterations, omissions, additions or any other amendments made to the Bid shall be initialized by the person(s) signing the Bid. The Bid shall contain page numbers.

### 3.3 Period of Validity of Bid

3.3.1 The bid shall remain valid for a period of 180 days from the Bid Due Date. Prior to the expiration of the bid validity the TIA may request the Bidders to extend the bid validity for the period as required by the TIA.

### 3.4 Earnest Money Deposit (EMD)

3.4.1 A Bidder needs to furnish/pay,unless exempted under Clause 3.4.7 hereof, a minimum non-interest bearing EMD amount of Rs.2.00 lacs for any offer made for up to eight (8) drugs, however if the Bidder is submitting its quote for more than 8 drugs, then for each additional drug beyond 8 number of drugs, the EMD amount shall subsequently increase by a value of Rs. 25,000/- per additional drug, subject to a maximum of Rs. 5.00 lacs. In case, the value of EMD submitted by the Bidder does not correspond in value as per terms herein, to the number of drugs for which the Price Bid is submitted, then the number of drugs would be reckoned from top of offer list and to the extent same corresponds to the actual EMD amount furnished will only be considered for evaluation under this tender.For avoidance of doubt, the quoted items by the Bidder will be counted from top of list and in sequence up to the value of EMD deposited. However, without minimum EMD the Bidwill not be considered at all.

3.4.2 The payment of Earnest Money Deposit shall be made through online gateway NEFT/RTGS (e-transfer receipt has to be uploaded along with the Tender & UTR No. should be mentioned clearly. The Bidders should ensure that the amount/Fund, if any, that is transferred through RTGS /NEFT in lieu of EMD amount should mandatorily be undertaken from Bidder's accountor be submitted in the form of Bank Guarantee issued in favor of the Managing Director, Chhattisgarh Medical Services Corporation

Limited (CGMSCL) from any Nationalized or Scheduled bank, in the scheduled format of the bank OR as per the format provided in Annexure-12,and any other form such as Cheque/Cash/Postal order will not be accepted. The bids submitted in non-compliance with terms related to EMD submission, unless exempted in terms herein, will be summarily rejected. The validity period of the Bank Guarantee shall not be less than 240 (Twohundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder. For the matter of clarity, if the Bid Due Date for receiving the Bids is extended, the validity period of the EMD will automatically stand extended and it is the responsibility of tenderers to ensure that the EMD is valid at the time of opening of the Bids.

3.4.3 EMD submitted by Bidders who are not selected or whose items have not qualified during evaluation shall be refunded or released through the e-procportal within a period not exceeding sixty (60) days from the date of acceptance of the Notice of Award (NOA) by the successful Bidder.

3.4.4 The Bidder shall not be entitled to any interest on EMD.

3.4.5 The Successful Bidder's EMD will be discharged after signing the Contract and submitting the Performance Security as stipulated.

3.4.6 Without prejudice to any other right or remedy that may be available to theTIAunder the Tender Documents and/ or under the Contract, or otherwise, the TIA may forfeit the EMD and/or blacklist the Bidderupon occurrenceany of the below-mentioned circumstances:

i. A Bidder quotes prices higher than allowed as per DPCO, NPPA or higher than MRP; or

ii. a Bidder engages in an Unethical Practice as defined in Clause 3.21 of this Tender Document; or

iii. a Bidder withdraws its Bid during the period of Bid validity as specified in this Tender Document and as extended by mutual consent of the respective Bidder(s) and the TIA; or

iv. the Selected Bidder failswithin the specified time limit -:
   a. to sign and return the duplicate copy of NOA; or
   b. To sign the Contract in accordance with terms and conditions or.
   c. To furnish Performance Security within the period prescribed thereof in this Tender Document.

   The entire EMD submitted by the Bidder(s) shall be forfeited if the manufacturing facilities of the Bidder are rejected by the CGMSCL and/or any competent authority on account of non-compliance to statutory requirementsunder the Applicable Laws.

3.4.7 Exemption for payment of EMD

Micro and small-scale manufacturing industries registered under Micro, Small and Medium Enterprises (MSME) development act 2006 and duly registered in State of Chhattisgarh are exempted from paying EMD.However, the said exemption shall not be applicable to Bidder(s) submitting their bids under the Loan Licensee.

The above exemption is subject to submission of copy of 'Udyam Registration Certificate' or any other valid registration Certificate/Proof notified by the Government of India/Chhattisgarh in respect of the drugs manufactured and quoted by them for participation in this tender floated by TIA. Further, the TIA reserves the right to inspect the manufacturing unit, whenever it is deemed necessary by it, in order to satisfy themselves with regard to verifying the credentials of the Bidder with respect to quality and production capacity and other relevant factors.

**3.5 Submission of Bids**

3.5.1 Bidder Registration on the e-Procurement System:

All the Bidders are required to register themselves on the centralized portal https://eproc.cgstate.gov.inbesides fulfilling any state specific registration norms. Bidders are advised to complete their online enrolment / registration process on the portal wellin advance to avoid last minute hassle; it is suggested to complete enrolment much before the last date of bid submission.Also,the bidder to ensure to mention correct Bank account details during the registration, which will be referred to during refund of unsuccessful EMD.Vendors are required to pay online registration / enrolment fee of Rs. 500/- one time and renewal fee of Rs. 100/- for subsequent each year.

For more details, please get in touch with e-Procurement system integrator:
M/s. Mjunction Services Limited, Raipur – 492 001
Toll free 1800 419 9140 or
Email: helpdesk.cgeproc@mjunction.in.

The Vendorshould register on the CGMSCL's'Vendor Registration Portal' available on Drug Procurement and Distribution Information Management System (DPDIMS) website with all the requisite documents such as certificates. Licenses etc.The bidder should also mention their specific Vendor Registration Portal Unique ID in the technical proposal. Link for Vendor Registration Portal: Vendor Registration Portal

3.5.2 The Bidder shall submit the Bid no later than the date and time specified as the BidDue Date, on the e-ProcPortal of theTIA. The bid should beduly signed in digital form by the authorized signatory of the Bidder and should include the complete and legible scanned/digital copies of the required documents as mentioned in the tender.The financial bid should be submitted as per BOQ format provided on the e-Proc portal of the TIA. The documents submitted in the Bid should be scanned in at least 100 dpi. It is further clarified that if any document submitted with the Bid is not legible, the same may not be considered by the TIA for further evaluation and the Bidder shall be solely responsible for any consequences thereof.

The Bid is to be submitted in accordance with the document downloaded including corrigendum issued thereto from the e-ProcPortal.The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the TIAand shall ensure that there are no changes caused in the of the downloaded document.

The Bids submitted online must be signed digitally with a valid Class-III Digital Signature Certificate to establish the identity of the Bidders submitting the Bids online. The Bidders may obtain pair of encryption &signing Class-III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take up to 7 to 10 working days for issuance of Class-III DigitalCertificate,Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-III Digital Certificate while registering online on the above-mentioned e-Proc portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

The bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with Information Technology (IT) Act 2000 & its amendments and Central Vigilance Commission (CVC) guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate (NOC) / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

Note: *Where product(s)/ Supplier is blacklisted in any other State Government / Central Government / its Drug procurement agencies for situation detailed above occur after the submission/opening of the bid/award of contract, the products(s)/bidder/firm will be liable for blacklisting/rejection/termination/cancellation of contract/purchase order/LOI etc. It shall be intimated within 7 days to CGMSCL by the corresponding firm/ company. The product(s)/bidder will be liable for such action in the event of any conviction/initiation of prosecution action under the Drug and Cosmetics Act at any stage after submission/opening of bid.*

3.5.3 Minimum Eligibility Criteria (Technical Bid Envelope No. 1)

The documents comprising the Technical Bid shall include:

1. **Proof of Tender fees and EMD paid (**if exempted as per Clause 3.4.7, attested copy of valid registration made by manufacturer for offered product under applicable norms).
2. **Attested photocopy of valid manufacturing drug license with product list duly approved by the central licensing authority/ state licencing authority**

**for each and every product quoted as per technical specification in the bid**. **In case of importers, a valid licence of import and sale (in Form 10 with Form 41) shall be submitted.** The license must have been duly renewed up to date and the quoted items along with drug code in the tender shall be clearly highlighted in the license. If quoted item is manufactured at different places, Manufacturing License & Performance certificate from all such places from respective Licensing Authority/State Drug Authority should be enclosed. For the purpose of this tender, it is hereby clarified that a Bidder could be a Loan Licensee for manufacturing drugs. Where the bidder participates as a Loan Licensee, submission of a valid certificate issued by the Principal Manufacturer shall be mandatory.

3. **Valid World Health Organization-Good Manufacturing Practice (WHO-GMP) certificate or COPP highlighting the quoted products for importer**.
4. **Copy of permission from DCGI for "New drug & Fixed Dose Combination"**
5. Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 year (i.e., for financial year 2022-23 and 2023-24 and 2024-25**OR 2023-24,2024-25 and 2025-26** and Certificate obtained specifically for CGMSC tender / it should be in General) should be uploaded with list of drugs. In case of direct importer, evidence of import of the said drugs for the last 3 years such as bill of landing, bill of entry for last 3 years and certificate of analysis are to be produced (irrespective of the Importer). In case the market standing certificate is not having the drugs as per the specifications mentioned in the tender, it will not be considered for further processing. In cases involving new drugs/ drugs out of patent period it is sufficient to possess relevant market standing certificate, as applicable. Market Standing Certificate (MSC) of Manufacturing unit of Loan Licensee for 3 years is needed.

   Note: Document should be uploaded in colour scan copy of either original or Notarized copy.
6. Appendix-A (List of quoted products as per Schedule of Requirements)
7. Appendix-B (Checklist)
8. Annexure-1 (Technical Specifications and Compliance)
9. Annexure-2 (Letter Comprising Technical Bid)
10. Annexure-3 (Proforma for Production and Sale Statement)
11. Annexure-4 (Details of Manufacturing Unit)
12. Annexure-5 (Details of Items Quoted with Drug Code)
13. Annexure-6(Annual Turnover Statement for drug related business for three (3) Years) i.e., (2022- 23, 2023-24, 2024-25 **OR 2023-24, 2024-25, 2025-26)** certified by the Statutory Auditor or Chartered Accountant.
14. GST Registration certificate along with copy of the GST return not older than 3 months from the bid opening date.
15. Annexure-7 (Format of Power of Attorney for signing of Bid) except for proprietorship.
16. Annexure-8 (Affidavit for Blacklisting)

17. Annexure-9 (Non-Conviction certificate)
18. Annexure-10 (Mandate Form)
19. Incorporation / Registration Certificate of Bidder
20. Annexure- 12 (Bank Guarantee format for EMD), if applicable
21. Annexure-13 (Pre-Contract Integrity Pact)
22. Annexure -14 (Details of Drugs and Licenses)
23. Authorization letter nominating a responsible person of the Bidder to attend the meetings like pre-bid & negotiation meeting.
24. The bidder has to submit benchmark Purchase Order (PO)/Rate Reference/Recent Purchase Order in support of quoted items at the time of bid submission.
25. Vendor registration certificate(optional) -Vendors may apply for registration on the CGMSC portal; however, registration is not mandatory for participation in this tender.
26. **Bid & bidder information (Mandatory) Download Zip file from Tender Attachment in e-Procurement portal.**

**Other documents applicable to select bidder (post-bid evaluation process):**

27. Schedule-1 (Contract Form)
28. Schedule-2 (Performance Security form)
29. Schedule-3 (Supply Schedule)
30. Schedule-4 (Schedule for packaging of Drugs and Medicines)
31. Schedule-5(Bar Code & Advance Shipment Notification details)

3.5.4 Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-Procurement platform for bidding, shall not be entertained and shall be rejected.

3.5.5 Note: *Based on documents submitted/uploaded by bidder on e-procurement site, Cover A will be evaluated & a DAWA APATTI (Claims & Objections) notice will be published on CGMSC Website for clarification from ineligible bidders. The clarification by bidder can be submitted in email: medicine.cgmsc@gov.in or by letter to TIA till stipulated date & time mentioned in the DAWA APATTI notice. It must be noted that no documents will be accepted/ replaced in any manner whatsoever. Only clarification letter will be accepted.*

3.5.6 Price Bid (Envelope No. 2):

i. **The composition and strength of each drug should be as per specifications given in Appendix A**. Any variation, if found, will result in rejection of the tender ordrug. However, the imported OR combination drugs are allowed to be quoted in trade or brand name subject to clarification from the Bidder about composition of the drug.

ii. **The Price Bids of only those firmswho qualify in the technical evaluation as per the terms herein, alone will be eligible for opening and evaluation of their Price Bid. Every Bidder shall submit their rates online in the prescribed Proforma'Price Bid Form' (BOQ) (refer Annexure 11)** attached to the online bid document in Indian Rupees only for each of the required medicines separately on door

delivery basis according to the Unit in which prices has been sought. The Price Bid shall be submitted only online in the format given on web portal. The price bid (BOQ) file shall be available to bedownloaded from the e-ProcPortal,and the Bidder shall quote the prices for respective drugas per prescribed format (indicative one enclosed as Annexure 11)and uploadthe same on the e-ProcPortal. The Bidders shall not rename the BOQ files downloaded. Bidders are allowed to enter the Bidder's name & values only. Price bid should not be submitted in Technical Bid. If the Price Bid is submitted as part of theTechnical Bid or in physical copy, the Bid will be rejected.

iii. **Bid for the supply of drugs, medicines, etc. with conditions like 'At Current Market Rates' shall not be accepted.** The TIA shall not be responsible for damages, handling, clearing, transport charges and the same will not be paid. The deliveries should be made as stipulated in the Purchase Order placed with successful Bidder. Conditional bids are not accepted and liable for rejection.

iv. **The price shall be quoted onUnit mentioned in BOQ format and not in respect of any other supply Units.** Any corrections in future in any respect shall not be entertained.

v. **The price quoted by the Bidder shall not in any case, exceed the controlled price, if any, fixed by the Central Government under DPCO OR NPPA** and the Maximum Retail Price (MRP). The TIA will exercise the right to revise the price at any stage so as to conform with the controlled price or MRP as the case may be. The right under this clause will be exercised without prejudice to any other action that may be taken against the Bidder. Only landed cost (including all charges and taxes) mentioned in the Price Bid (quoted by the Bidder) is considered for rate comparison. Payment of all applicable taxes to concerned authority is the responsibility of the Bidder.

vi. **Normalization Clause for Quoted Price vs. Unit Mismatch:**

In cases where the Quoted Price declared by the Bidder does not align with the unit of measurement specified in the tender (e.g., pack vs. tablet, vial vs. ml), CGMSCL shall normalize the quoted price to the tender-specified unit using the following method:

a) **Unit Conversion:** The Quoted Price shall be converted to the tender-specified unit (e.g., per tablet, per ml, per piece) based on the pack size and quantity declared by the bidder.

b) **Price Comparison:** The normalized price shall be used for technical and financial comparison across all bidders.

c) **Compliance:** All normalization calculations shall be documented to ensure transparency and compliance.

Bidders must clearly mention the pack size andquantity per pack to facilitate accurate normalization. Failure to do so may lead to rejection of the bid on technical grounds.

vii. If at any time during the Period of Contract, the price of bided items is reduced or brought down by any Applicable Law or by the Bidder itself, the Bidder shall be contractually and legally bound under this tender bound to inform the TIAimmediately

about such reduction in the contracted prices. The TIAshall be empowered to reduce the rates accordingly.

- The rate contract price shall be automatically reduced (only for identical items supplied under identical commercial and delivery conditions) with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.
- The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen (15) days' time to intimate their acceptance to the revised price.
- Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices.
- If any rate contract holding firm does not agree to the reduced price, no further orders shall be placed at higher rates.
- In case of any enhancement in GST/other taxes due to statutory act of the Government or any other taxes newly levied by Government after the date of submission of bid and during the contract period, the quantum of additional GST/other taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the drug(s)approved under the Bid. For claiming the additional cost on account of the increase in GST/other taxes, the Bidder should produce a letter from the concerned competent authorities for having paid additional GST/other taxes on the goods supplied to the TIA and can also claim the same in the invoice.
- The rates accepted by the TIA shall be binding on the Bidder during validity of the Bid and after execution of Contract for at least one year and a half year (18 month)from the date of execution of Contract. Any increase in the price will not be entertained till the completion of the Period of Contract.
- Purchases may be made on staggered basis as per the requirement of the TIA.
- The basic rate in column no. 4 of Annexure 11 will only be considered for bid ranking. L1 rate would be decided on comparative price per unit basis.

### 3.6 Language

3.6.1 The Bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### 3.7 Format of Bid

3.7.1 The Bidder shall provide all the information sought under this tender. The Tender Inviting Authority (TIA)will evaluate only those Bids that are received in the required formats, in specified sequence, duly paginated and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

### 3.8 Number of Bids and Cost of Bidding

3.8.1 No Bidder shall submit more than one Bid under the Tender Document. A Bidder applying shall not be entitled to submit another Bid.

3.8.2 The Bidder shall bear all costs associated with the preparation and submission of their online bids and the TIA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 3.9 Amendment of Tender document:

3.9.1 At any time prior to the Bid Due Date, the TIA may amend the Tender Document by issuing addendum/corrigendum.

3.9.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender Document. And it will be assumed that the information contained in the amendment will have been taken into account by the Bidder. Any addendum / corrigendum thus issued hereunder shall be hosted on the e-Procportal.

3.9.3 Any addendum corrigendum uploaded on e-ProcPortal shall be deemed to have been read and accepted; no separate communication will be issued.

3.9.4 To give prospective Bidders reasonable time to take the amendment into account in preparing their bids, the TIA shall extend, at its discretion, the deadline for submission of Bids, in which case, the TIA will notify all Bidders by placing it one-Proc Portal.

### 3.10 Acknowledgement by Bidder

3.10.1 It shall be deemed that by submitting the Bid, the Bidder has:

i. made a complete and careful examination of the Tender Documents.
ii. received all relevant information requested from the TIA.
iii. satisfied with all matters, things, and information necessary and required for submitting an informed Bid, of the Contract/Purchase Order in accordance withthe Tender Document and performance of all of its obligations thereunder.
iv. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from theTIA, or a ground for termination of the Contract by the Supplier.
v. acknowledged that it does not have a Conflict of Interest; and
vi. agreed to be bound by the undertakings provided by it under and in terms hereof.

3.10.2 The TIAshall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender process or the bidding process, including any error or mistake therein or in any information or data given by the TIA.

### 3.11 Right to accept or reject any or all Bids.

3.11.1 Notwithstanding anything contained in this Tender Documents, the TIAreserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons,therefore. In the event that the Purchaser rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.11.2 The Purchaser reserves the right to reject any Bid if:

i. at any time, a material misrepresentation is made or uncovered, or
ii. The Bidder does not provide, within the time specified by the Purchaser, the supplemental information sought by the Purchaser for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

3.11.3 If disqualification/ rejection of a Bidder occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the Purchaser reserves the right to:

i. invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the Tender Documents; or
ii. take any such measure as may be deemed fit in the sole discretion of the Purchaser, including annulment of the bidding process.

3.11.4 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence of Purchase Order that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the NOA or entering into of the Contract, and if the Bidder has already been issued the NOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the Purchaser to the Bidder, without the Purchaser being liable in any manner whatsoever to the Bidder. The Purchaser shall be entitled to forfeit and appropriate the EMD or equivalent amount from the Performance Security, as the case may be, as damages, and without prejudice to any other right or remedy which the Purchaser may have under this Tender Document, the Contract, Purchase Order or otherwise.

3.11.5 The Purchaser reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents and the Bidder shall, when required by the Purchaser, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Purchaser shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Purchaser thereunder.

3.11.6 The Purchaser may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

### 3.12 Pre-Bid Meeting& Clarifications

3.12.1 A Pre-Bid Meeting shall be convened at the Head Office of Chhattisgarh Medical Services Corporation Limited (CGMSCL), Nava Raipur, on the date specified in the Bid Schedule, for the purpose of addressing queries raised by prospective Bidders. In addition to physical attendance, Bidders shall have the option to participate virtually; the meeting link shall be made available via email by CGMSCL at least two (2) days prior to the scheduled meeting.

3.12.2 **Submission of Queries Prior to Pre-Bid Meeting:**Prospective Bidders may submit their suggestions, observations, or queries regarding the Tender Document via email to medicine.cgmsc@gov.inno later than two (2) day prior to the date of the Pre-Bid Meeting. Only such written communications received within the stipulated time shall be considered for discussion and clarification during the meeting.

3.12.3 **Participation in Pre-Bid Meeting:** Authorized representatives of Bidders may attend the Pre-Bid Meeting either in person or virtually, subject to submission of a valid authorization letter. Queries must be submitted in advance.

3.12.4 **Amendments to Tender Document**: Any modification to the Tender Document arising from the Pre-Bid Meeting shall be issued exclusively through an Addendum or Corrigendum published on the CGMSCL and e-ProcPortal. No individual communication shall be made to Bidders. The Tender Document shall be read in conjunction with such modifications.

3.12.5 Non-attendance at pre-bid meeting shall not be a cause for disqualification of the Bidder. The suggestions/ objections/ queries received in pre-bid meeting may not be considered, if the same are not in consonance with the requirement of the bid. Purchaser reserves the right to reject the same.

### 3.13 Clarifications post Pre bid Meeting.

3.13.1 Bidders requiring any clarification on the Tender Document may notify the Purchaser in accordance with Clause 3.12. They should send in their queries on or before the date specified in the Bid schedule of bidding process. The Purchaser shall endeavor to respond to the queries within reasonable time. The Purchaser will post all the queries and its responses on the CGMSCL websitewithout identifying the source of queries.

3.13.2 The Purchasermay respond to the questions raised or clarifications sought by the Bidders in writing. However, the Purchaser reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Purchaser to respond to any question or to provide any clarification.

### 3.14 Modification/substitution/withdrawal of Bids

3.14.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

3.14.2 Any alteration/ modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the Purchaser, shall be disregarded.

### 3.15 Proprietary data

3.15.1 All documents and other information supplied by the Purchaser or submitted by a Bidder to the Purchaser shall remain or become the property of the Purchaser. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Purchaser will not return any Bid, or any information provided along therewith.

### 3.16 Correspondence with the Bidder

3.16.1 Save and except as provided in this Tender Document, the Purchaser shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

### 3.17 Opening and Evaluation of Bids

3.17.1 The Purchaser shall open the Technical Bids on the Bid Due Date as specified in Bid Schedule, E-ProcPortal and in the presence of the Bidders who choose to attend.

3.17.2 The Purchaser will subsequently examine and evaluate Bids in accordance with the provisions set out in this Tender Document.

3.17.3 The technical evaluation of the bids shall be carried out by thedesignated officials of CGMSCL.

3.17.4 Bids of firms who have furnished all the required documents for each of the drug quoted alone will be considered. A firm quoting for more than one drug and if the required/proper document is not furnished for any of the drug(s), then offer of that drug(s) will be rejected. Utmost care should be taken to see that all the required/proper documents are uploaded.

3.17.5 CGMSCLat its discretionrequires the Bidder to produce the originals of all statutory certificates uploaded or submitted as part of the Technical Bid, for verification during the technical evaluation. Failure to produce any such original document when requested shall result in rejection of the Bid, and the Bidder shall be deemed to have made a false declaration at the time of submission.

3.17.6 The Price Evaluation shall be responsibility of designated person for evaluating the financial aspects of the bids and ranking of the price bids to come up with L1, L2, L3 etc.

3.17.7 Test of Responsiveness:

Prior to evaluation of Bids, the Purchaser shall determine whether each Technical Bid is responsive to the requirements of the Tender Document. A Technical Bid shall be considered responsive and evaluated on the basis of mandatory documents received as per the specified format and sequence mentioned in the clause 3.5.

The Purchaser reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Purchaser in respect of such Bid. Provided, however, that the Purchaser may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.17.8 The technical evaluation shall be on the basis of documents submitted and relevant standards of pharmacopoeia and provisions of Drugs and Cosmetics Act1940andDrugs

and Cosmetics Rules 1945, as amended. Each item/medicine will be evaluated separately. Purchaser may at its discretion call for any documents for verification and the Bidder shall be duty bound to produce the same documents before Tender Inviting Authority (TIA) within stipulated time. The status of bidders/drugs after technical bid evaluation will be published on the e-Proc Portal and shall be final.

3.17.9 After the evaluation of Technical Bids, the Purchaser will announce a list of qualified Bidders who will be eligible for opening of their Price Bids. All communication relating to qualifications shall be uploaded on e-Proc and CGMSCL Portal. The Purchaser will not entertain any query or clarification from Bidders who fail to qualify.

3.17.10 Any information contained in the Bid shall not in any way be construed as binding on the Purchaser, its agents, successors or assigns, but shall be binding against the Bidder if the Contract is subsequently awarded to it on the basis of such information.

3.17.11 The Purchaser reserves the right not to proceed with the bidding process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

**3.18 Confidentiality**

3.18.1 Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Purchaser in relation to, or matters arising out of, or concerning the bidding process. The Purchaser will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Purchaser may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Purchaser or as may be required by law or in connection with any legal process.

**3.19 Clarifications regarding Evaluation**

3.19.1 To facilitate evaluation of Bids, the Purchaser may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Purchaser for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.19.2 If a Bidder does not provide clarifications sought under Clause 3.19.1 within the prescribed time, its Bid may be rejected as bid will be considered non-responsive. In case the Bid is not rejected, the Purchaser may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Purchaser.

3.19.3 Bidder shall ensure that all correspondence with the Purchaser shall be through the official email mentioned in Annexure 4 submitted by the Bidder.

**3.20 Selection of Bidder**

3.20.1 The Bidders are required to register on the e-ProcPortal for submission of their Bids in accordance with the procedure set out therein. Bidders are requested to visit the e-ProcPortal for the details related to online registration and submission of Bids. A

Bidder may familiarize itself with the e-ProcPortal and in accordance with the instructions given on the e-ProcPortal (Bidders Manual Kit) and the terms of the Tender Document, submit its Bid. To participate in the bidding process, the Bidder should complete all stages of purchase, download Tender Document from e-ProcPortaland undertake the final Bid submission through the e-ProcPortal. Bids which are submitted on the e-ProcPortal alone will be accepted by the Purchaser.

3.20.2 **A Bidder may submit its Price Bid for one or more drugs in accordance with terms of this Tender Document**. A Bidder is required to furnish all the specified documents in respect of each drug for which the Bidder submitsits Price Bid.

3.20.3 Bids of Bidder who have furnished all the required documents in respect of each of the drug quoted alone will be considered. If a Bidder does not submit the required document complete in all respects as per the terms herein, then offer related to such drug(s) will be rejected. Utmost care should be taken to see that all the required documents are uploaded.

3.20.4 The Bidder's whose Bids are determined to be responsive to the requirements outlined in clause 3.17.4 shall be eligible for technical evaluation in accordance with clause 4.1 of the Tender Document.

3.20.5 The Bidder who meets the technical eligibility criteria and requirements of Supporting documentation (as per clause 4.1) shall be eligible for opening of the Price Bid.

3.20.6 Upon conclusion of the Price Bid opening (Envelope 2), the lowest quoted offer(s) for each drug shall be considered the lowest (L1) bidder with regard to such drug. The L1 Bidder for each drug shall be invited for price negotiation, and the final negotiated price shall be deemed as final L1 price for each drug. The Bidder(s) offering the L1 rate for the specified drug(s)will be declared as the selected Bidder for those drug(s) ("Supplier").

3.20.7 In the event that 2 (two) or more Bidders are qualified in terms hereof as L1 (referred to as "tie bidders"), the following criteria shall be applied sequentially to determine the preference amongst such tie bidders:

a. The Bidder with the higher production capacity, as per the eligibility criteria, shall be accorded with first preference.
b. If production capacities are equal, the Bidder with the higher average annual turnover, as per the eligibility criteria, shall be given preference.

Such Bidder shall execute necessary C

ontract as specified in the Tender Document. On depositing the required amount as Performance Security and on execution of the agreement, such Bidder will be eligible for the placement of Purchase Orders.

3.20.8 The issue of notification of award shall constitute the intention of the purchaser to enter into contract with the bidder. The purchaser will notify the successful bidder by e-mail (indicated in bid document), to be subsequently confirmed in writing by registered letter, that its bid has been accepted.

3.20.9 In case the bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted will be forfeited.

3.20.10 The Purchaser shall, subject always to the provision outlined in this clause below, notify the other Eligible Bidders who have quoted prices higher than the L-1 prices for all drugs to match the L-1 rates, ranked in ascending order of the evaluated Price Bid (for example L2, L3, L4..etc.). The first two Bidders who unconditionally accept to match the L-1 rates for relevant drugs shall be considered for multiple supplier empanelment. For this a maximum of two bidders who match the L-1 rates according to their rank in the price bids obtained, shall be considered as L1 Rate Matched Bidder. In such cases where two bidders choose to match the L-1 rate, the total contract quantity of the item shall be divided in the ration 60:20:20 among L-1 and matched L-1 bidders (maximum 02 bidders). In case only one bidder has matched the L-1 rate, the total contract quantity shall be divided in the ratio 60:40 among the L-1 and matched L-1 bidder. If No bidders match the L-1 rate for any item, the 100% contract quantity shall be awarded to the L-1 bidder only. The contracts with the matched L-1 bidders shall be called Parallel Contract. The aforesaid allocation of bid quantity shall be made as follows:

• If only one Bidder qualifies as L1: 100% allocation to the L1 Bidder.

• If one or more L1 Rate-Matched Bidders are available:

- Between L1 and one L1 Rate-Matched Bidder: 60:40 ratio
- Among L1 and two L1 Rate-Matched Bidders: 60:20:20 ratio

i. The total tendered quantity shall ordinarily be awarded to the L1 bidder. However, in accordance with applicable state guidelines for MSE purchase preference, up to 25% of the total tendered quantity shall be earmarked for eligible MSE bidders, subject to the price quoted by the MSE is within fifteen percent (15%) of the L1-Price. PO may be provided upto 25% of the total tender value from such MSEs subject to their agreement to supply at the L1 price and compliance with the prescribed quality standard and technical specification. The balance 75% shall initially remain with L1.

ii. Where more than one MSE agrees to match the L1 price, the earmarked MSE quantity (among 25%) shall be distributed among such MSEs in the manner decided by competent authority.

iii. Further, if the next ranked non-MSE bidder (L2) agrees in writing to match the L1 price, the remaining 75% quantity (after MSE allocation) shall be divided between L1 and such L2 bidder in the ratio of 75:25, resulting in allocation of 56.25% to L1 and 18.75% to L2 of the total tendered quantity.

iv. This mechanism shall be subject to submission of valid MSE/Udyam registration, where applicable, and compliance with MSME Act, other tender terms and conditions.

3.20.11 The allocated quantities to the respective supplier are only indicative quantities. The Managing Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL), Nava Raipur, reserves the right to increase or decrease the originalquantities as per requirement of indenter. allocated to be purchased from the respective supplier, without assigning any reason thereof.

3.20.12 Subject to Clause 3.20.8, Purchaser will issue Notification of Award to the parallel contract Bidderspecifying the quantity for which the Tender is awarded and requiring the Bidder to execute a contract in the prescribed format and to furnish the

Performance Security within 15 days from the issuance of Notification of Award, so as to become a Supplier. The parallel contract Bidder shall ensure that EMD provided as per Clause 3.4 is effective and valid till the performance security is furnished by them as per this Clause.

3.20.13 The notified Bidder shall within 2 (two) days from the receipt of NOA submit to Purchaser its acceptance to Notification of Award.

3.20.14 The notified Bidder on submission of acceptance to Notification of Award and Performance Security to the satisfaction ofPurchaser, shall execute necessary Contract as per the format specifiedinSchedule-1 for the supply of the tendered quantity of such drug(s) as specified in the Tender Document.

**3.21 Unethical Practices**

3.21.1 CGMSCL's policy requires that the tenderers, suppliers and contractors and their authorized representatives observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the terms set forth are mentioned below:

i. **"Corrupt practice"** is the offering, giving, receiving or soliciting, directly or indirectly; of anything of value to influence improperly the actions of another party ("another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes staff and employees of other organizations taking or reviewing procurement decisions.

ii. **"Fraudulent practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution).

iii. **"Collusive practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ["parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive level].

iv. **"Coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a "party" refers to a participant in the procurement process or contract execution). And

v. **"Obstructive practice"** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- Acts intended to materially impede the exercise of the purchaser's inspection and audit rights.
- CGMSCL shall reject a proposal for award if it has been determined that the tenderer considered for award has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.
- CGMSCL Shall cancel the contract if the purchaser determines at any time that the tenderer engaged in corrupt, fraudulent, collusive, or coercive practices.
- CGMSCL Shall blacklist a firm or individual, indefinitely or for a period of 5 years, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- CGMSCL have the right to inspect the accounts and records of the tenderers, suppliers, and contractors and their subcontractors/ representatives and to have them audited by auditors appointed by the purchaser.

3.21.2 The Purchaser will reject a bid for award if it determines that the bidder recommended for award and/or execution of Contract has directly or through an agent has engaged in the abovementioned unethical practices at any point of time during bidding process or after execution of Contract. The Purchaser reserves the right to terminate the Contract, forfeit EMD/ Performance Security (as applicable) and debar/blacklist the Supplier from participating in any future Tender published by the Purchaser.

**3.22 Code of Integrity**

3.22.1 Any person participating in a procurement process shall-

i. Not offering any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.

ii. Not misrepresent or omit or mislead or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.

iii. Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process.

iv. Not misuse any information shared between the Purchaser and the Bidders with an intent to gain unfair advantage in the procurement process.

v. Not obstruct any investigation or audit of a procurement process.

vi. Disclose conflict of interest, if any; and

vii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

3.22.2 The Purchaser will reject a bid for award if it determines that the Bidder recommended for award and/or execution of Contract has directly or through an agent has breached

the above Code of Integrity at any point of time during bidding process or after execution of Contract. The Purchaser reserves the right to terminate the Contract, forfeit EMD/ Performance Security (as applicable) and debar/blacklist the Supplier from participating in any future Tender published by the Purchaser.

**3.23 Payment Provisions**

3.23.1 No advance payments shall be made to the supplier.

3.23.2 Payment would be made only after the product Quality pass.

3.23.3 The in charge of District Drug Warehouse (DDW) will acknowledge the drugs and necessary documents received and ensure entry in the DPDIMS software online.

3.23.4 All Bills/Invoices should be raised in triplicate and in the case of excisable drugs and medicines, the bills shall be drawn as per GST rules/other applicable rules, if any in the name of the authority as may be designated. The supplier will deliver the following documents at the time of delivery at District Drug Warehouse (DDW)

a. In house test report/ NABL Accredited Laboratory/ Central Drug Testing Laboratory (CDL)/ National Institute of Biologicals (NIB) (As required/applicable) report of the drug
b. The challan OR invoice copy pertaining to DDW.

3.23.5 Payments for supplies will be considered maximum within 15 dayspostreceiving reports of standard quality on samples having been tested by approved laboratories of ordering authority.

3.23.6 If at any time during the contract period, the price of the biddeditems is reduced or lowered pursuant to any law, statute, regulation, or directive issued by the Central or State Government, or voluntarily reduced by the Bidder, the Bidder shall be obligated to promptly notify CGMSCL in writing of such reduction. Failure to notify or refusal to agree to the reduced rates shall entitle CGMSCL to unilaterally adjust the contract price downward to the extent necessary to reflect the applicable reduction.

3.23.7 The quoted price for the items should be minimum 20% less than NPPA rates. In case the price of a drug fixed by NPPA (Govt of India) under applicable DPCO is less than the CGMSCL contract price, the supplier shall be bound to make the supplies of such items at price fixed by the Govt. In case there is any reduction in the rate of essential drug, as notified by the Govt. (Including NPPA), after the date of submission of Bid. the quantum of the price to the extent of reduction of essential drug will be deducted without any change in the basic price of the price structure of the drugs approved under the Bid.

3.23.8 GST shall be paid to the Supplier as per applicable rates.

3.23.9 In case of Selected Bidder who has been enjoying GST exemption, such Bidder will not be allowed to claim.

**3.24 Termination of Contract**

3.24.1 The Purchaser reserves the right to terminate the Contract on the below mentioned grounds:

A. In case the Drugs are declared “Misbranded” ‘Adulterated’ & Spurious’ as per the applicable laws:

i. The contract with the Bidder for the said item will be cancelled.
ii. The extra expenditure incurred if any because of Risk Purchase shall be recovered from the Supplier.
iii. EMD or Performance Security, as applicable,of the Supplier will be forfeited.
iv. Purchase cost of full order if paid, irrespective of its consumed quantity shall be recovered from the Supplier from the outstanding bills or Performance Security.
v. The drugs which are not used but belong to the said substandard batch shall be destroyed by corporation and supplier bear the burden of cost incurred on disposal of that drug/productwith intimation to Food and Drug Administration officials. The necessary expenditure incurred for this shall be recovered from the Supplier.
vi. The Supplier will be debarred for 2 years from participating in Tender published by the Purchaser as per the terms of this Tender Document.

B. In case the Drugs are declared "Not of Standard Quality (NSQ)" as per the Applicable Laws:
   I. The cancellation of Contract for the specified item shall be decided by theManaging Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL), after reviewing the severity of case for the item reported fromEmpaneled lab/Appellate lab/SDTL/CDTL/NIB. The testing report issued by Empaneled lab/Appellate lab/SDTL/CDTL/NIBapproved laboratory regarding quality shall be final & binding on the Supplier.
   II. The extra expenditure incurred if any because of Risk Purchase shall be recovered from the Supplier.
   III. Purchase cost, if paid, of full order irrespective of its consumed quantity shall be recovered from the Supplier from the outstanding bills or Performance Security or EMD.
   IV. The goods which are not used but belong to the said substandard batch shall be destroyed by the CGMSCL in the presence of/or under intimation to Food and Drug Administration officials. The necessary expenditure incurred for this shall be recovered from the Supplier.

C. In case it is determined, post award of Tender, that the Supplier has charged prices higher than allowed as per DPCO, NPPA for the quoted drug or higher than MRP (only in cases where DPCO, NPPA rates are not available),or has failed to supply the drugs consistently, the Supplier will be declared as fraudulent and defaulter and in such case: -
   I. The extra expenditure incurred due to higher prices charged over and above ceiling price as per DPCO, NPPA / MRP (as applicable) or in case of Risk Purchase shall be recovered from the Supplier.
   II. The Contract shall be terminated,Supplier'sEMD or Performance Security, as applicable, will be forfeited and the Supplier will be debarred for next three (3) years from participating in any future Tender published by the Purchaser.

D. In case if found that the Bidder has submitted forged documents the following actions will be taken against the Bidder:

I. A police case will be filed against the bidder.
II. The Bidder's EMD or Performance Security, as applicable,will be forfeited.
III. The bidder will be debarred for next three (3) years from participating in any future Tender published by the Purchaser.
IV. The Contract already entered into will be liable for termination.

E. In case if found that the drugs & other item supplied by the Supplier have been declared "Not of Standard Quality" as per the Applicable Law the actions will be taken as per terms outlined in this Tender Document.

F. In case, the Supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the Supplier without any compensation, whatsoever, to the Supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the Purchaser.

G. Termination for convenience:The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the Supplier at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the Supplier's performance under the Contract is terminated, and the date with effect from which such termination will become effective. The Purchaser will be at liberty to terminate the contract either wholly or in part on 30-day notice. The Supplier will not be entitled for any compensation whatsoever in respect of such termination.

**3.25 Dispute Resolution**

3.25.1 In the event of any question, dispute or differences in respect of Contract or terms and conditions of the Contract or interpretation of the terms and conditions or part of the terms and conditions of the Contract arises, the parties shall make every effort to resolve, amicably by direct informal negotiation.

3.25.2 In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator as mutually appointed by the parties. In case, the parties fail to appoint the sole arbitrator mutually, in such case, board of three arbitrators, of whom each Party shall appoint one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.The language of the arbitration shall be English, and the seat and venue of the arbitration shall be Raipur, Chhattisgarh.

3.25.3 Each Party shall bear the costs and fees of the arbitrator appointed by it. The costs and fees of the third/presiding arbitrator, or the mutually appointed sole arbitrator, as the case may be, shall be borne equally by both Parties.

3.25.4 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 3.25 shall be final and binding on the parties as from the date it is made, and the Supplier and the Purchaser agree and undertake to carry out such Award without delay.

3.25.5 The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.

**3.26 Governing law and jurisdiction**

3.26.1 This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Raipur shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

**3.27 Indemnification**

3.27.1 The Supplier shall be entirely responsible for the performance of the Contract and for any claim, damages, or loss arising out of the use, administration, or distribution of the drugs and medicines supplied under this tender.

3.27.2 The Purchaser, its officers, employees, or agents shall not be liable for any loss, injury, or damage whatsoever caused to any person or property arising from the use of such drugs, whether arising from negligence, breach, or otherwise.

3.27.3 The Supplier shall indemnify and hold harmless the Purchaser from and against all suits, claims, actions, demands, costs, and damages arising out of or in connection with:

a) defects in design, composition, quality, or packaging.
b) non-conformity with applicable laws or pharmacopeialstandards.
c) use of patent-protected or counterfeit materials.
d) any third-party claims due to injury or loss attributable to the drugs supplied.

3.27.4 This indemnity shall survive the expiry or termination of the Contract.

3.27.5 The Purchaser's total liability under this Contract shall, in any circumstance, be limited to the value of the drugs actually supplied and received under the specific Purchase Order concerned.

**3.28 Saving clause:**

3.28.1 No suits, prosecution or any legal proceedings shall lie against the Purchaser, or any person for anything that is done in good faith or intended to be done in pursuance of this tender.

**3.29 Force Majeure:**

If at any time the Bidder has, in the opinion of the CGMSCL, delayed the supply of drugs due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the drugs may be extended by the CGMSCL, at discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Bidder within 10 days of the date of occurrence of such event with necessary documentary evidence. The exceptional events do not include the Scarcity of raw material, Increase in the cost of raw material, Electricity failure, breakdown of machinery, Labour disputes/Strikes, Insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc. The supplier shall not be liable to pay LD/penalty and forfeiture of performance security for the delay in executing the contract on account of the extension of supply period granted on the grounds of force majeure events.

# 4 Section 4: Specific Terms and Conditions

This section deals with the specific conditions of contract and contains the following terms & conditions governing the tender.

## 4.1 Eligibility Criteria and Supporting Documents to beSubmitted.

| Sr. No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| 1 | **Registered Legal Entity** | The Bidder may be a natural person, private entity, government-owned entity.<br>registered under applicable laws in India ("Bidder").<br><br>The Bidder shall be –<br>a. Registered with the GST Authorities and submitting it's periodic returns.<br>b. Should have a valid PAN number. | Copy of certificate of incorporation/registration along with charter documents like copy of Memorandum and Articles of Association, and other registration documents according to the nature of entity.<br><br>Copy of GST Registration certificate issued by GSTN authorities. and copy of GST returns not older than last3 monthsbefore the Bid Due Date.<br><br>Copy of PAN Card. |
| 2 | **Licenses** | The Bidder must have three (3) valid manufacturing license ORimportand sale license for the drugsquoted as per technical specificationsin the Tender Documents:<br><br>a. Only manufacturers Orimporter (i.e., authorized agent/subsidiary of the foreign manufacturer) will be allowed as Bidder.<br><br>b. Loan Licensee are permitted to participate under this Tender Document. | Notary attested copies of original manufacturing license in Form 25, 28, 28-D, 28-E, MD-5, MD-9 etc. approved by the Licensing authority along with retention Licenses.<br>Or<br>Notary attested copies of original import license in Form-10 or Form 10-A (as applicable), Form-41, MD-15,etc., and licenses in Form 20B/21B approved by the corresponding licensing authority with retention licenses.<br>Or<br>Notary attested copies of licenses in Form CT-20, Form CT-23 in case of new drugs.<br><br>Further, during supply of drugs, if the drugs are manufactured atmore than one premises, the Bidder shall submit the |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| | | | applicable license such as the manufacturing license, for each such premises mandatorily.<br><br>Authority letter of the original manufacturer for importing the product for which bid is offered or agreement between foreign manufacturer and importer.<br><br>The drugs quoted shall be highlighted in the product permission with their respective drug code as mentioned in the Appendix-A (List of quoted products as per Schedule of Requirement)<br><br>In case of rectified spirit, copy of the specific licenses as issued by the competent authority for manufacturing and selling.<br><br>The Loan Licensee shall submit the Notary attested loan license issued as per Drug and Cosmetic Act, 1940 and Rules 1945 for all the quoted drugs. |
| **3** | **Certifications/ Registration** | WHO-GMP (WHO - Good Manufacturing Practices Certificate) Certificate issued by the licensing authority. The WHO-GMP certificate must not be older than one year from the Bid Due Date in case where validity is not mentioned in the certificate. The WHO-GMP certificate of all the manufacturing plants, of which products have been quoted, should be submitted.<br><br>The Importer should produce WHO-GMP / COPP of the manufacturing firm or a certificate which is at par with WHO-GMP | For manufacturers, Notary attested copies of WHO-GMP certificate with product list OR COPP or Quality management System (QMS) as per Medical Devices Rules, 2017 issued by the licensing authority.<br><br>WHO-GMP/COPP should be valid as on Bid Due Date.<br><br>For importers, labels and product literature of all quoted drug(s) must be uploaded with WHO-GMP or certificate which is at par with WHO-GMP issued by the authorities of exporting countries |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| | | issued by exporting countries like US- FDA approval, etc. In the case of imported drugs, labels and product literature of all quoted products must be submitted. | of their principal manufacturing company or firm.<br><br>Authority letter from OEM for the offered drug and valid import license issued by licensing authority.<br><br>Import Export Certificate (IEC Code) and notary attested copies of sale license for importer. |
| **4** | **Production Details** | The Bidder must submit particulars of quantity of the past suppliesof drugsin the last 3 Financial Years to Govt./PSUs/Others Preceding the bid due date i.e.2022-23, 2023-24, 2024-25 **OR 2023-24, 2024-25, 2025-26**as per Annexure 3.<br>Micro, Small and Medium Enterprises existing in Chhattisgarh can claim exemption for past experience clause subject to submission of documentary proof.<br>Bidder to provide details of Past Experience/Production Details in Annexure 3 (Amended version provided herewith) | • Production DetailCertificate issued by a statutory auditor/chartered accountant (as attached Annexure-3)<br>• In case of Micro, Small and Medium Enterprises (here in after referred as MSEs) located in Chhattisgarh State, Udyam Registration certificate would be mandatory to avail the exemption |
| **5** | **Average Annual Turnover** | Average Annual Turnover (in last three financial years 2022-23, 2023-24, 2024-25 **OR 2023-24, 2024-25, 2025-26** shall be minimum **Rs. 4 Cr.** In case of Micro, Small Enterprises (MSE) located in Chhattisgarh State, the average annual turnover for the last three year shall be minimum **Rs. 50 Lakhs** INR. | Certificate issued by a statutory auditor/chartered accountant (as attached Annexure-6) confirming the average annual Turnover of the Bidder during the last 3 stated financial years must be submitted. The turnover should be certified by the charteredaccountant/statutory auditor (specifying valid UDIN). |
| **6** | **Net Worth** | The net worth of the bidder in the financial year immediately preceding the Bid Due Date should be positive. | Certificate issued by a statutory auditor/chartered accountant (as attached Annexure-6).Net Worth should be certified by the chartered accountant/statutory auditor (specifying UDIN) |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| 7 | **Production Capacity** | Production capacity of the original drug manufacturer must be at a minimum of 1.5 times the quoted order quantity in last one financial year. | 1. Maximum Production Capacity (Section wise) issued by concerned licensingauthority from drug control department highlighting the quoted product section (wherever applicable) AND<br>2. Certificate of Statutory Auditor/Chartered Accountant. As per Annexure 4.<br>3. In case of Importer, an affidavit (with stamp) sworn before the first call magistrate/notary stating that the batch production capacity of the firm and also that the said production (importing) capacity shall be adequate for the requirement laid in NIT. Importers will also have to submit invoices/evidence of import in items of said product with quantity details |
| 8 | **Market Standing Certificate** | Bidder should mandatorily possess 3 years Market Standing Certificate (i.e., for financial year 2022-23 and 2023-24 and 2024-25 **OR 2023-24, 2024-25 and 2025-26**) as a manufacturer/importer for each drug(s) quoted in the tender as on Bid Due Date. The period of Market Standing will be reckoned from the date of issue of product/drug permission.<br><br>In case of an importer, their principal manufacturer located overseas should have 3 years market standing in India and the importer shall have 3 years market standing in the pharmaceutical field.<br><br>In cases involving new drugs/ drugs | Notary attested and self-attested Market Standing Certificate as issued by Central or State Licensing Authority under the Applicable Law.<br><br>Bill of landing of a foreign manufacturer and bill of entry of the importer, mentioning the country of origin.<br><br>Notarized/ certified copy of Drug Controller General of India, new Delhi, for permission for Items coming under, "New Drug and Fixed Dose Combinations" in form 45/46 as per Drugs & Cosmetic Act and Rules.<br><br>Relevant period Market standing certificate for new drug/drugs out |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| | | out of patent period it is sufficient to possess relevant market standing as applicable. | of patent period issued by licensing authority.<br><br>Market Standing Certificate of Manufacturing unit of loan licensee is needed. |
| **9** | **Blacklisting or banned** | On the Bid Due Date, the Bidder should not be blacklisted or debarred by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, Autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.<br><br>The bidder, whose drug has been declared as misbranded, spurious or adulterated orany criminal case in respect of the above is pending in any court, as on Bid Due Date shall not be eligible to participate for that particulardrug, in the bid. Similarly, a Bidder convictedby court of law shall not be eligible to participate in the bid.<br><br>The Bidder(s) quoting for this Tender Documentshould not have been convicted for the last one year preceding the Bid Due Date by any court of law in India/overseas in lieu of deficiency noticed in the any of the quoted drug(s) in the tender and tender should not be submitted for such drugs for which conviction was pronounced by any court of law). | Affidavit as per Annexure 8<br><br>Non-Conviction Certificate issued by licensing authority/ State FDA/CDSCO |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| **10** | **Litigation** | The Bidder should not be involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings that may have an impact of affecting or compromising the delivery of services as required under this contract. | Affidavit as per Annexure 9. |
| **11** | **EMD** | The EMD indicated under Clause 3.4 unless exempted under Clause 3.4.7, shall be the Rs. 25,000/- per item of drug quoted subject to minimum of Rs.2.00 lacs and maximum of Rs. 5.00 lacs. | EMD payment shall be done as per Clause 3.4. |
| | **EMD Exemption*** | If a Bidder is a Micro and Small Enterprise ("MSEs") / Small Scale Industry ("SSI") then subject to submission of relevant documents as provided in this table, such Bidder may be exempted from submitting EMD. | Requisite Certificate of Micro and Small-scale manufacturing industries registered under Micro, Small and Medium Enterprises Development Act,2006 and registered in State of Chhattisgarh. |
| **12** | **Conflict of Interest** | On the date of submission of the Bid, the Bidder should not have any conflict-of-interest situation. | Undertaking by the authorized signatory as per Annexure 2 |
| **13** | **Environment and Social** | The Bidder shall submit a self-attested copy of a valid Pollution Control Clearance Certificate, as applicable, in accordance with the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, and the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008, and other applicable laws. | shall submit a Notary attested and self-attested copy of a valid Pollution Control Clearance Certificate. |

***** *Any Bidder (s) submitting their bids as the Loan Licensee shall not be exempted from EMD even if they are registered under "Micro, Small and Medium Enterprises Development Act 2006" and registered in State of Chhattisgarh*.

Note: All the statutory certificates/documents required to be submitted by the Bidder as part of its Technical Bid must be Notary attested

4.1.1 **Conflict of Interest:** The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a

party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with Applicable Laws and regulations.

A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:

a. Have controlling partners/shareholders in common; or

b. Receive or have received any direct or indirect subsidy from any of them; or

c. Have the same legal representative for purposes of the Bid; or

d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding the bidding process; or

e. The Bidder participates in more than one Bid in the same bidding process. Participation by a Bidder in more than one Bid for the same drug, will result in the disqualification of all Bids in which the Bidder is involved;and

f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the procurement of the drugs that are the subject of the Bid.

g. Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/ consultant for the contract.

4.1.2 Bid should not be submitted for drug(s)/bidder (as the case) for which the Bidder has been blacklisted/debarred either by Purchaser or by any other State/Central Government's organization/procurement agencies on the grounds of quality failure until completion of the penalperiod, and the bar subsists as on Bid Due Date.

4.1.3 If any drug(s) of a Bidder have been declared as Not of Standard Quality, as per the Applicable Law during last 2 years from the Bid Due Date, such Bidder shall not be eligible to participate in this Tender Document for such drug(s). If it is found that the Bidder has quoted for any such drug as per the terms of this Tender Document, the Bidder shall be blacklisted for such particular drug for 2 (two) years and damagesequivalent to EMD shall also be levied on the Bidder. In such situation, the Bid for remaining drugs (if quoted) will be considered further only if the damages are deposited before the completion of technical evaluation.

4.1.4 The Bidder, whose drug has been declared as of misbranded, or spurious or adulterated quality and any criminal case is filed and pending in any court and subsists as on Bid Due Date, shall not be eligible to participate for that particular drug, under this Tender Document. Similarly convicted bidder shall also not be eligible to participate in the Bid.

4.1.5 If a Bidder has two or more separate manufacturing units at different sites/states, the Bidder will be allowed to submit only one Bid for all units but necessary document

regarding separate manufacturing units will be submitted along with the TechnicalBid. TheBidder will be allowed to submit only one Bid for one drug.

4.1.6 Any Bidder from a country which shares a land border with India will be eligible to Bid in this tender only if the Bidder is registered with the Competent Authority as provided in the Order (Public Procurement No. 1) dated 23rdJuly 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. Provided further that the selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as provided in the aforesaid Order. "Competent Authority" for the purpose of this clause means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division.

4.1.7 This Tender Document is not transferable.

4.1.8 Any award of the Contract pursuant to this Tender Document shall be subject to the terms of Tender Documents.

**4.2 Manufacturing/Importing and Product Permissions**

4.2.1 Bidder should be a manufacturer duly licensed in Form 25/Form 28/ Form 28D/Form 28E/Form MD5 and Form MD9 (as per drugs quoted) with current validity/ retention issued by the State Licensing Authority (SLA)/Central Licensing Authority (CLA) as the case may be or a direct importer holding valid import license in Form 10 or Form 10-A as applicable, with Form 41/Form MD 15 issued by the Drugs Controller General of India (DCGI) accompanied with Licenses in Form 20B/21B with validity retention.

4.2.2 Bidder should have obtained permission to manufacture the drug(s) quoted strictly as per specification indicated in the Tender Document and in accordance with the standards specified in the Drugs and Cosmetics Act, 1940 from the competent authority such as state and/or central licencing authority.

4.2.3 In case of new drugs, import permission in Form CT-20 and manufacturing permission in Form CT-23 should be furnished in accordance with Rule 76/81 of the New Drugs and Clinical Trials Rules 2019 and Drugs and Cosmetics Act, 1940.

4.2.4 In any of the cases indicated above from clauses 4.2.1 to clause 4.2.3, distributors/agents/stockiest/third party manufacturers who are in a sub-contractual agreement with the original manufacturer are not eligible to participate in the Tender Documents without manufacturer's/importer's authorization.

**4.3 Minimum Tender Quantity**

4.3.1 The details of the required drugs, etc., are shown in Appendix A. The Tender Quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased by the Purchaser, at its discretion, depending on the actual needsor as per the direction of the government/ fund availability.

4.3.2 Though the tentative quantity is indicated in Appendix A, thePurchaser will confirm the actual requirement then and there only through Purchase Order(s). The Supplier

shall supply the drugs only on the basis of the Purchase Order issued by the Purchaser. Any supply without a valid Purchase Order will not be accepted by CGMSCL for payment and the Purchaser shall not be responsible for any loss on this account.

4.3.3 However, once the Purchase Order(s) are issued by the Purchaser, the Supplier should not renege from the commitment of supplying the quantity mentioned in the Purchase Order. The rates quoted shall also not be varied with the ordered quantity or the destination during the Contract Period.

**4.4 Market Standing**

4.4.1 Bidder should mandatorily possess 3 years Market Standing Certificate as a manufacturer/importer for each drug(s) quoted in the tender within the Bid Due date. Market Standing Certificate (MSC) of Manufacturing unit of loan Licensee for three (3) years is needed. The period of Market Standing will be reckoned from the date of issue of product/drug permission. In case of an importer, their principal manufacturer located overseas should have 3 years market standing in India and the importer shall have 3 years market standing in the pharmaceutical field. Also, the importer shall have due authorization for quoting drugs from the principal manufacturer along with relevant import licenses & marketing agreements as applicable. In the case of a new drug, bidder should possess relevant market standing as a manufacturer / importer from date of permission from DCGI and products (both of Plasma derived & recombinant categories) with USFDA certification, shall be considered with one-year global market standing. In cases involving any drugs out of patent period, it is sufficient to possess relevant market standing as applicable.

4.4.2 In cases of drug(s) with similar formulation but with varied strengths, market standing for 3 years for any strength of similar formulation shall be considered for all quoted drugs as equivalent, subject to possession of manufacturing license for the quoted drug(s) for a period not less than 3 years.

4.4.3 In case of imported drugs, market standing for the drug in international market would be considered for establishing eligibility regarding this particular clause of the bidding document. Also, if a bidder is manufacturing a drug abroad at various locations/countries and participating in the bid quoting a drug being manufactured at a particular place, market standing of the drug manufactured at other than particular place would be considered.

4.4.4 Bidder should have obtained permission to manufacture the drug(s) quoted as per specification in the tender and in accordance with the standards specified in the Drugs and Cosmetics Act, 1940 from the competent authority. The imported drug(s) should have valid import license by the competent authority. In both cases as indicated above, the permission provided by the Drug Controller General of India (DCGI) shall be in possession as applicable.

**4.5 Inspection of Manufacturing Facilities**

4.5.1 Purchasermay, at its discretion, conduct a joint inspection with the Drug Inspector of the manufacturing premises.

4.5.2 Inspections of the production and related facilities of Bidders/ Suppliers will be at the discretion of the Purchaser. Such inspection may be at any stage after the Bidder is qualified for opening of Price Bid or issue of NOA or execution of Contract.

4.5.3 Where inspections are conducted as above, all parts of the manufacturing units including the quality control section will be subjected to rigorous inspection/auditing, irrespective of the items quoted. The Bidder/Supplier shall provide necessary co-operation for inspection of all the sections of the manufacturing unit. The denial of permission to inspect the manufacturing unit or failure to co-operate with the inspection of the different facilities or in providing information as per the details sought, will lead to disqualification.

4.5.4 The availability of plant & machinery, technical experts, analytical facilities of quality control lab etc., along with the compliance of WHO GMP regulations adopted for the production of quality assured products, all other parameters mentioned in the regulations shall be evaluated by the team for considering the eligibility of the firm. Claim of holding the valid certification/valid license will be of no avail for eligibility, if the procedures as stipulated in the standard operating procedures are not duly complied with, or if the available plant/ machinery are not in working condition at the time of inspection. Tender offer will be rejected/contract will be terminated with due notice in such cases.

4.5.5 Originals of all the documents uploaded/submitted in the Technical Bid as mentioned in Annexure-4 should be produced for verification during inspection. Failure to produce any of the original documents will result in the rejection of the tender offer deeming that the Supplier had made false statement at the time of the bid.

4.5.6 Key manufacturing areas may be photographed by the inspection team as a part of transparency and cross verification. Denial of permission for photographing may result in the rejection of Bid deeming that the Supplier had made false statement at the time of the Bid, if applicable, and/or the Purchaser may proceed with any actions available to it under the terms of this Tender Document.

4.5.7 Failure to observe any of the conditions of the licenses issued by competent authority, if reported by the inspection team will result in the rejection of the Bid deeming that the Bidder/Supplier had made false statement at the time of the Bid, if applicable, and/or the Purchaser may proceed with any actions available to it under the terms of this Tender Document.The Bidder should not influence the Inspection team in any manner, including providing conveyance, accommodation, food etc., any effort may result in rejection of the tender without prejudice to other conditions.

4.5.8 The entire EMD or equivalent amount from Performance Security shall be enchased, as the case maybe, paid by the Bidder(s) shall be forfeited whose manufacturing facilities were rejected on the grounds of non-compliance to statutory requirements. For the Bidder/Supplier claiming EMD exemption, the Bidder/Supplier shall be liable to pay damages to the Purchaser of an amount equivalent to the EMD for the drugs quoted by the said Bidder. In the event, the Bidder fails to pay the damages specified in this clause, the Purchaser reserves the right to debar/blacklist the Supplier/Bidder for next three years from participating in any future Tender published by the Purchaser.

4.5.9 The Purchaser, or its authorized representative(s) shall have the right to inspect the factories of Bidders, before releasing any Purchase Order(s) or at any point of time after the Bid Due Date till the completion of the obligations as per the terms of this Tender Document/Contract, and also has the right to reject the Bid or terminate / cancel the Purchase Orders issued and/or not re-order, based on adverse reports brought out during such inspections.

**4.6 Shelf Life and Delivery Readiness of the Drugs**

4.6.1 The Supplier shall ensure that all drugs supplied possess a residual shelf life of not less than eighty percent (≥ 80%) of the total shelf life at the time of delivery.

4.6.2 For imported, blood products, anti-sera and vaccines (whose quality testing is required to be done from CRI Kasuli/NIB Noida), vaccines & immunoglobulin drugs, suppliermust supply these drugs with remaining shelf life of 60 to 80% however CGMSCL will accept these only if the supplier/agency/firm/manufacturer submit notarized undertaking on Rs. 100/- Stamp paper stating that supplier/agency/firm/manufacturer will replace the expired medicines free of cost with fresh batches within 2 months.

**4.7 Method of Placing Purchase Orders**

4.7.1 Subject to Clause 3.20, the following procedures will be adopted:

i. After the conclusion of Price Bid opening (Envelope 2), the lowest offer of the Bidder(s) for the respective drug(s) is considered for negotiation and L1 rates arrived after negotiation for the drug(s)for which the tender has been invited. The Bidder(s) offering the L1 rate for the specified drugs is declared as the successful Supplier for those drug(s).

ii. The Bidder, who has been declared as Supplier for respective drug(s), shall execute necessary Contract for the supply of the tendered quantity of such drug(s) as specified in the Tender Document. On depositing the required amount as Performance Security and on execution of the Contract, such Bidder(s) shall be eligible for the placement of Purchase Orders.

**4.8 Execution of Contract**

4.8.1 The lowest/matched Supplier shall execute a contract as per the form provided in Schedule-1 on a non-judicial stamp paper of value of as per the Applicable Law (stamp duty to be paid by the Supplier) within 15 days from the date issuance of the NOA from Purchaser. The cost of the stamp duty shall be borne by the Bidder. The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons whatsoever.

4.8.2 All notices or communications relating to and arising out of this contract or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode as provided by the Bidder.

**4.9 Performance Security**

4.9.1 The Successful Bidder shall, at the time of execution of the Contract, submit a Performance Security to the Purchaser. The amount of Performance Security shall be equivalent to three percent (3%) of the total Contract value for Bidders not registered under the Micro, Small and Medium Enterprises (MSME) Act, and one percent (1%)

of the total Contract value for Bidders registered as MSEs, subject to submission of valid proof of registration and commencement of Production Certificate. The Performance Security shall remain valid and enforceable for a period of three (3) years from the date of signing the Contract.

4.9.2 Performance Security can be in the form of Demand Draft or irrevocable Bank Guarantee in favour of the Managing Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL) from any Nationalized or Scheduled bank (Schedule-2).

4.9.3 The Performance Security will be discharged by the Purchaser and returned to the Supplier within 60 dayspost contractual obligations including expiration of shelf life of supplied drugs under the RC concerned.

4.9.4 The Performance Security shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the Contract or in the event of termination of the Contract or in any event as the Purchaser thinks fit and proper, as the terms of this Tender Document.

**4.10 Supply Conditions**

4.10.1 Supply Schedule for Drugs (excluding Vaccines and Cold Chain Products):

- The entire 100% of the quantity ordered shall be delivered within sixty (60) days from the date of issuance of the Purchase Order.
- In a situation where the supplier is not able to provide the consignment within 60 days of issuance of PO, advance intimation should be provided to the Purchaser for proposed extension request prior to 50$^{th}$ day of issuance of PO. Failing to comply with this clause will lead to cancellation of PO.
- In the event of delays beyond sixty (60) days, a penalty of **0.2% per day** shall be levied on the value of the unexecuted portion of the supply order, up to the ninetieth (90th) day.
- For delays beyond the ninetieth (90th) day, the Purchase order is deemed to be auto cancelled, and flat 20% penalty shall be charged for delayed supply.
- In such cases where the supplier supplies beyond ninety (90) days of the date of issuance of purchase order, the supplier may request in writing, asking for an extension of delivery period. CGMSCL shall be at the discretion to provide or not provide the requested extension as CGMSCL may consider necessary, but flat 20% penalty will be levied in this case also. For getting extension of delivery period, the supplier shall have to send their written requisition to the Competent Authority 15 days before the expiry of 90 days of the PO issuance date.

4.10.2 Supply Schedule for Vaccines, Cold Chain Products,Blood Products, imported commodities, and other lifesaving drug not falling into above category:

- Minimum 70 % of the quantity ordered shall be delivered within seventy-five (75) days of the date of issuance of the Purchase Order. The entire 100% of the quantity

ordered shall be delivered within ninety days (90) days from the date of issuance of the Purchase Order.

- In a situation where the supplier is not able to provide the consignment within 90 days of issuance of PO, advance intimation should be provided to the Purchaser for proposed extension request prior to 80$^{th}$ day of issuance of PO. Failing to comply with this clause will lead to cancellation of PO.

- In the event of delays beyond ninety(90) days, a penalty of **0.2% per day** shall be levied on the value of the unexecuted portion of the supply order, up to the one hundred twentieth (120th) day.

- For delays beyond the one hundred twentieth (120th) day, the Purchase order is deemed to be auto cancelled, and flat 20% penalty shall be charged for unexecuted supply.

- In such cases where the supplier wishes to supply beyond 120 days of the date of issuance of purchase order, the supplier may request in writing, asking for extension of delivery period. CGMSC shall be at the discretion to provide or not provide the requested extension as CGMSCL may consider necessary, but flat 20% penalty will be levied in this case also. For getting extension of delivery period, the supplier shall have to send their written requisition to the Competent Authority 15 days before the expiry of 120 days of the PO issuance date.

4.10.1 Supply of small quantity drugs under special conditions:

In special conditions involving small-quantity PO, the Purchaser will allow the Supplier the following exemptions:

- Exemption from quality testing subject to submission of In-house testing or COA or NABL-accredited test report and affidavit of quality.
- Exemption from mandatory CGMSCL logo printing.

*Note: Small Quantity Purchase Order means procurement of drugs or medical consumables limited to urgent, trial, validation or exceptional requirements (to be decided on case-to-case basis) and undertaken with recorded justification, competent authority approval and without compromising quality or transparency.*

4.10.2 Exemption from labelling requirements relating to MRP and 'Not for Sale' statements, provided that the MRP on the label is securely masked with indelible ink prior to delivery."

In a situation, where supplier is requesting for exemption from submission ofNational Institute of Biologicals (NIB) testing report, the supplier has to deliver within 60 days of issuance of PO.In this situation, the penalty clauses would be as per 4.10.1.

**4.11 Packaging and Labeling**

**A. Logogram**

4.11.1 All supplies under this tender should be supplied with following logogram, clearly printed on labels of primary, secondary and tertiary packing. This logogram can be changed anytime by CGMSCL and would be informed to concerned firms. The

YYYY in the logo signifies the year during which PO has been issued for supply of a particular medicinal product.

**4.11.1 (a) Non-compliance to logo and packing requirement will be penalized up to 1.5%. (For primary packing 0.5%, secondary 0.5% and tertiary/damaged Packing 0.5%).**

**4.11.1 (b) Products with MRP will not be received.**

**B. Packaging**

4.11.2 The drugs shall be supplied in the package specified in tender document and the packaging and labelling shall be as mentioned in Schedule-4. Affixing of labels in smaller sizes will be treated as violation of tender conditions and fine will be deducted from the amount payable as per condition in Clause 4.12.2

4.11.3 2D bar coding as per GS1 standard should be done on tertiary packaging of the supplies as per the specifications given under Schedule-4.

4.11.4 2D bar coding should be done on secondary packaging for fixed variables as per the specifications given under Schedule-4.

4.11.5 The packaging in each carton shall be strict as per the specification mentioned in Schedule-4. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of damages as per Clause 4.12 (ii). However, in case of poor / damaged packaging, necessary replacement should be provided for damaged goods as notified by the Purchaser in such cases.

4.11.6 The caps of bottle preparations should not carry the name of the Supplier. The labels in the case of injectable preparations should clearly indicate whether the preparations are meant for Intravenous (IV), Intramuscular (IM), Intra Dermal (ID), Subcutaneous (SC) administration etc. The capsule shell should have the name of the drug.

4.11.7 It should be ensured that only first-hand fresh packaging material of uniform size, including bottle and vial, is used for packaging. All primary packaging containers should be strictly conforming to the specifications included in the relevant pharmacopoeia.

4.11.8 The syrup or liquid formulations provided in glass or plastic bottles should have mono-carton boxes to ensure safety of content, protection from light, temperature and humidity.

4.11.9 Packaging should be able to prevent damage or deterioration during transit and storage. In the event of drugs supplied found to be not as per specifications in respect of their packaging, the Purchaser, is at liberty to make alternative purchase of the drugs for which the Purchase Orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates, at the risk and the cost of the Supplier. In such cases the Purchaser, has every right to recover the cost and damages as mentioned in Clause 4.12.

4.11.10 Specific examples of labelling and instructions have been placed on Section 8 which supplied need to abide to.

4.11.11 Labelling: Labelling of the Drugs/Medical device shall be in strict compliance with Part-IX of the Drugs Rules, 1945/Chapter VI of Medical Device Rules, 2017 and other rules for the time being in force as approved by the appropriate Statutory authorities.

4.11.12 Packaging for Imported products:

- Statutory Compliance: All imported drugs supplied under this tender shall comply with the provisions of the Drugs & Cosmetics Act, 1940 and Rules, 1945, and applicable CDSCO regulations.
- Original Manufacturer Packaging: Imported drugs shall be supplied only in original manufacturer's primary packaging, which shall be intact, tamper-proof, and suitable to maintain product stability throughout the shelf life. Repacking, relabelling, or decanting after import shall not be permitted, except as allowed under statutory provisions.
- Secondary & Transit Packaging: Adequate secondary and transit packaging shall be provided to prevent damage during handling and transportation. Outer cartons shall indicate product name, batch number, quantity, and storage/handling instructions.

4.11.13 **Exception to Primary Packaging Requirements (Drugs):** Notwithstanding anything contained elsewhere in the tender documents regarding primary packaging requirements, the following exceptions shall be permitted for drug formulations:

a) Drugs which, by their nature, formulation, or regulatory approval, are required to be supplied in specific primary packaging such as ampoules, vials, pre-filled syringes, blister strips, sachets, or strip packs, as approved under the Drugs and Cosmetics Act, 1940 and Rules thereunder, shall be exempted from standard primary packaging norms prescribed in this tender.

b) Drugs supplied under Government of India / State Government programs, national health programs, or pharmacopeial specifications, where the primary packaging is predefined by CDSCO / Pharmacopoeia / Program Guidelines, shall be deemed acceptable.

Any deviation from the standard primary packaging requirement shall be explicitly declared by the bidder at the time of bid submission and shall be supported by:

- Valid manufacturing licence,
- Product permission / approval, and
- Relevant pharmacopeial or regulatory reference, wherever applicable.

The final decision regarding acceptance of such exceptions shall rest solely with the TIA, based on regulatory compliance, quality assurance, safety, and programmatic requirements, and such decision shall be final and binding.

### 4.12 Deductions and Damages on Supply Failure

4.12.1 *Damages during transit*: If the supply is received in damaged condition, it shall not be accepted. In case of damage to the packaging, the supply will be accepted only after levying damagesat the rate of 0.5% of the damaged value of supply received at the destination place.

*4.12.2 Damage for violation of* packaging *requirements:* All the Suppliers are required to supply the drug(s) with prescribed packaging specifications. If there are any deviations with respect to the Tender conditions, action will be taken to blacklist the drug and/or a separate damage will be levied 2% of value of the defaulted quantity irrespective of

Purchaser, having actually suffered any damage/loss or not, without prejudice to the rights of alternative purchase specified in Clause 4.11.8.

4.12.3 Non-performance of any of the contract conditions and provisions will result into blacklisting/debarring of a Supplier for next two (2) years from participating in any future Tender published by the Purchaser besides forfeiture of Performance Security.

### 4.13 Quality Assurance and Testing

4.13.1 Each batch of drugs or medicines supplied by the selected Bidder shall be subject to mandatory quality testing by Empaneled Laboratories or Governmentlaboratories by the CGMSCL, in accordance with the procedures prescribed by theCGMSCL.

4.13.2 The drugs shall have the active ingredients at the prescribed level as indicated in official compendiums throughout the shelf-life period of the drug. The samples will be drawn periodically throughout the shelf-life period and if found "Not of Standard Quality", the cost of entire batch paid will be recovered whether consumed fully/partially. Also, action will be initiated for blacklisting as per instruction to bidder's clause 4.14, irrespective of the period of supply. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches will deem to be rejected goods.

4.13.3 In the event of the samples of drugs and medicines supplied fails in quality tests or found to be not as per specifications, the CGMSC Ltd., is at liberty to make alternative purchase of the drugs of drugs and medicines for which the purchase orders have been placed from any other sources or in the open market or from any other BIDDER who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the CGMSC Ltd., has every right to recover the cost and impose penalty as mentioned in clause condition. In case of a batch supplied is declared NSQ then 20% penalty will be charged on value of NSQ stock. After declaration of NSQ, fresh batches qty shall be supplied within 60th day from the date of NSQ declaration if the bidder/Supplier fails to execute the fresh batch supply within the stipulated time (i.e. 60 days), beyond 60 days penalty clause as per tender terms will be applicable.

4.13.4 The supply of any item shall be considered complete for the purpose of calculation of liquidated damages only when reference standards/ standard testing procedure or test protocol/placebo materials are made available to the corporation along with the supply of items as per the purchase order. However, these materials and documents shall be made available by supplier to Quality Control Cell of CGMSC Head Office. Such requirement will however be indicated in the purchase order.

4.13.5 The supplier shall furnish to the CGMSC Ltd., the Evidence of bio- availability and/or bio equivalence reports for certain critical drugs upon demand.

4.13.6 The supplier shall furnish evidence of the basis for expiration date and other stability data concerning the commercial final package on request by CGMSC Ltd., In case of

any adverse report in the field, the B.M.R/B.P.R for the particular batch of the product(s) supplied shall be produced when demanded.

4.13.7 In case of admixture of drugs / mixing of various batches in the primary / secondary and/or tertiary packing, such case will be treated as a violation of tender conditions and action will be initiated as per contract.

4.13.8 The supply of any item shall be considered complete for the purpose of calculation of liquidated damages only when reference standards/ standard testing procedure or test protocol/placebo materials are made available to the corporation along with the supply of items as per the purchase order. However, these materials and documents shall be made available by supplier to Quality Control Cell of CGMSC Head Office. Such requirement will however be indicated in the purchase order.

4.13.9 The quantity corresponding to any batch declared as Non-Standard Quality (NSQ) shall be deemed as non-supply, and flat penalty of 20% shall be levied on NSQ stock.

4.13.10 The Supplier shall be required to retrieve the NSQ batch from CGMSCL warehouses within thirty (30) days of receiving intimation, at their own cost and arrangement.

4.13.11 If the Supplier fails to lift the NSQ stock within the stipulated period, a demurrage charge of **0.2% per day** shall be levied on the value of the uplifted quantity.

4.13.12 If the Supplier does not retrieve the NSQ stock within sixty (60) days of intimation, CGMSCL shall reserve the right to dispose of or destroy the said stock. The Supplier shall be liable to bear the cost of destruction in addition to the applicable demurrage charge.

4.13.13 For Domestic Non-Biological/Chemical Drug products:

i. **The products should confirm the Pharmacopoeia standards as per IP/BP/USP/EP/JP as the case may be.**
   a. In case the product is not included in the said compendiums, the Supplier, upon award of the contract, must provide the reference standards and submit complete "Standard test procedure" for quality control testing for the quoted drugs and shall provide in-house test reports. In case of failure on part of the supplier to furnish such document the batch of the drugs will not be accepted. It should be noted that in case of multiple batches of same drugs in one purchase order such documents will be submitted only once for one purchase order. Complete in-house test report should be submitted by the Supplier at the time of supply.
   b. The products should conform to the standards of IP/BP/USP/EP/JP as the case may be. In case the product is not included in the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported drugs, respective country's pharmacopeia standards shall be acceptable (even if the product is official in IP).

ii. **In case the product is included in any Pharmacopoeia viz., IP/BP/USP/EP/JP etc, the supplier must provide NABL test report for such drugs along with supplies. CGMSCL shall get tested such drugs from empaneled and/or Government laboratories and the QC reports from the CGMSCL empaneled NABL labs shall be conclusive for releasing the drug for further distribution.**

a. In case of supply of such drugs, the Supplier shall be provided 60 days for supply without LD charges from the date of issuance of PO. After completion of 60 days, LD charges **0.2% per day** shall be levied on unexecuted supplies till 90 days from the date of issuance of PO.
b. After 90 days from the date of issuance of PO, the PO becomes auto cancelled and the Supplier shall not be allowed to supply without prior written permission from CGMSCL. Once the 90-day period is over, flat penalty charges 20% of the unexecuted supplies shall be charged, which shall be deducted from the subsequent payment of the supplier. Such cases should be treated as cases of non-supply and shall be acted upon by CGMSCL as per the non-supply clauses of the tender document.

   The CGMSCL shall be of discretion to provide extension for such delayed supplies beyond 90 days. Even if CGMSCL decides to extend the delivery period beyond 90 days for such drugs, flat 20 % penalty shall be levied on such delayed supplies.

4.13.14 For Domestic Biological Drug products (Vaccines, antiserums, antivenoms, serums, toxoids, anti-toxins, antibodies, monoclonal antibodies, interferons, blood products like factor VII, factor VIII, enzymes, hormones, etc.):

For above drugs supplied by the domestic manufacturers, the supplies must be accompanied by Certificate of Analysis (CoA) from Central Drugs Laboratory (CDL), Kasauli or National Institute of Biologicals (NIB), Noida as the case may be. The charges for such testing shall be borne by the supplier, and such drugs shall be exempted from testing charges since CGSMCL will not get the drugs tested further from any of the empanelled laboratories. In case of supply of such drugs, the supplier shall be provided 90 days for supply without LD charges from the date of issuance of PO. After completion of 90 days, LD charges @ **0.2% per day** shall be levied on unexecuted supplies till 120 days from the date of issuance of PO.

After 120 days from the date of issuance of PO, the PO becomes auto cancelled and the supplier shall not be allowed to supply without prior written permission from CGMSCL. Once the 120 days period is over, flat penalty charges @20% of the unexecuted supplies shall be charged which shall be deducted from the subsequent payment of the supplier. Such cases shall be treated as cases of non-supply and shall be acted upon by CGMSCL as per the non-supply clauses of the tender document.

The CGMSCL shall be at discretion to provide extension for such delayed supplies beyond 120 days. Even if CGMSCL decides to extend the delivery period beyond 120 days for such drugs, flat 20 % penalty shall be levied on such delayed supplies.

4.13.15For Imported Non-Biological/Chemical/Biological Drug products:

For these products, NABL test report not required for Imported product which has been manufactured from USFDA/TGA/MCC/MHRA etc. approved manufacturing unit." as NABL test report not required for Imported product which has been manufactured from manufacturing units approved from their respective countries FDA/ Competent authorities. In such cases in house test reports must be provided by manufacturers. Also, the bidder will need to submit affidavit for quality of product.

a. In case of supply of such drugs, the supplier shall be provided 90 days for supply without LD charges from the date of issuance of PO. After completion of 90 days, LD charges @ **0.2% per day** shall be levied on unexecuted supplies till 120 days from the date of issuance of PO.
b. After 120 days from the date of issuance of PO, the PO becomes auto cancelled and the supplier shall not be allowed to supply without prior written permission from CGMSCL. Once the 120 days period is over, flat penalty charges @20% of the unexecuted supplies shall be charged which shall be deducted from the subsequent payment of the supplier. Such cases shall be treated as cases of non-supply and shall be acted upon by CGMSCL as per the non-supply clauses of the tender document.

   The CGMSCL shall be at discretion to provide extension for such delayed supplies beyond 120 days. Even if CGMSCL decides to extend the delivery period beyond 120 days for such drugs, flat 20 % penalty shall be levied on such delayed supplies.

4.13.16 **Small PO Quantity Drugs:**In case of small PO quantity, NABL report along with affidavit of quality should be submitted by the supplier at the time of supply. The same will be exempted from quality testing and will be released on the basis of NABL report provided by supplier.

4.13.17Procedures in the Event of Quality Failure will involve the following Steps:

a. The drugs supplied by the Suppliers to the District Drug Warehouses are quarantined and samples of each and every batch of drugs /medicines are drawn on random basis and forwarded to Quality Control Wing of CGMSCL at the headquarter. The samples are then sorted; common batches pooled, coded and are sent to the empaneled laboratories for quality control test as per the QC Policy of CGMSCL.

b. Quality Passed batches are released for distribution and usage by DPDMIS Software.

c. In case if for any batch 'Not of Standard Quality' (NSQ)report is provided by any empaneled lab after testing, then for confirmation two more samples are send to different empaneled lab for testing.

d. Based on the NSQ report received from testing laboratory, actions are initiated at various levels. The samples of NSQ batch would then be dispatched through QC to different empaneled laboratories (different than the one that declared tested samples NSQ).

e. On confirmation of the test result by the second and third empaneled laboratory, if the drug batch is found NSQ, the case will refer to designated officials of CGMSCL for further action. If the Supplier is aggrieved by the declaration of any drug batch as NSQ post test result as mentioned above, the Supplier shall be entitled to seek redressal or other appropriate remedies as provided under the Drugs and Cosmetics Act, 1940 and the Drugs and Cosmetics Rules, 1945.

f. The supplier shall be informed immediately about the test results and instructions be issued to lift the entire NSQ stock at supplier's expenses of that particular batch drug which is declared as "NSQ" by the empaneled lab / Govt. Lab.

4.13.18Shelf life

The samples will be drawn periodically throughout the shelf-life period and if found "Not of Standard Quality" (NSQ), the cost of entire batch paid will be recovered whether consumed fully/partially. Also, action will be initiated for blacklisting as per rules defined further, irrespective of the period of supply. During the shelf life, sample can be sent anytime to empaneled /Govt. Lab for testing. In case- continue.

4.13.19Complaint

In case of any complaints/ quality issues found for such quality passed batches of the earlier supply, the same will be again subjected to testing and the latest report of that particular batch will prevail upon the earlier results and binding on the entire quantity of the batch supplied and recovery will be made for the entire quantity of that batch irrespective of purchase order date or date of supply etc.

**4.14 Blacklisting and Debarring**

4.14.1 On submission of false, forged or fabricated documents or concealing of facts:The Bidder who submits false, forged or fabricated documents or conceals facts with intent to win over the tender or procure purchase order; EMD of such Bidder will be forfeited and Bidder will be liable for debarring for a period of not less than 2 years. The Bidder will also be liable for legal action depending on the facts & circumstances of the case.

4.14.2 On account of failure to enter into an Agreement or withdrawal after Agreement or refusal / failure to supply: If the Selected Bidder fails to execute the Agreement after being declared as L-1 (both Principal as well as Parallel) etc. fails to perform the obligations under the Bid conditions including the submission of the requisite performance security, the EMD of such Bidder shall be forfeited.

4.14.3 If for more than one drug is issued to the Selected Bidder and fails to execute Agreement for few items, in such case, a penalty of Rs. 2.00 lac and in case of MSME of the State of Chhattisgarh Rs. 50,000 shall be imposed on the Selected Bidder and the product for which Agreement is not executed shall be debarred for a period of not less than 3 years.

4.14.4 The Selected Bidder after entering into an Agreement withdraw or fail to honour commitments as per tender conditions, EMD of such Bidder will be forfeited, and Bidder will be liable for debarring for a period of not less than 2 years.

**4.14.5 On account of non-supply**

4.14.6 The Supplier shall start to supply according to tender condition from the date of purchase order and shall complete the supplies as mentioned in Purchase Order or as stated in tender condition. CGMSCL will be at liberty to accept or reject the supply made belatedly as per the terms and conditions of the tender documents.

i. In the event of delayed supply (beyond 60 days for non-biological drugs and beyond 90 days for vaccines, imported drugs and other biological drugs),the liquidated damages shall be imposed at the rate stipulated in conditions of the tender document.

ii. In the event of acceptance of delayed supply (beyond 90 days for non-biological drugs and beyond 120 days for vaccines, imported drugs and other biological drugs),the damage of flat 20% shall be imposed on delayed supplies.

iii. If the Supplier fails to execute the purchase order due to force majeure and informs CGMSCL, within seven (7) days of the event, about its inability to execute the order, then the MD CGMSCL will issue an appropriate order on merits of the case.

iv. If the supplier fails to execute at least 70% of the ordered quantity as mentioned in a single Purchase order and such part supply for any three Purchase orders of the same drug during one financial year, then the particular product of the supplier will be blacklisted and becomes ineligible to participate in any of the tenders for that particular drug(s) by CGMSC for a period of 2 years from the date of intimation for blacklisting besides forfeiture of security deposit of that product(s).

v. If the supplier supplies more than one drug and 2 or more drugs are blacklisted for non-supply, the firm is liable to be blacklisted for a period of 2 years from the date of intimation besides forfeiture of security deposit in full.

vi. Purchase orders, if any, already issued before taking any blacklisting action or orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

**4.14.7 Blacklisting For Quality Failures/Issues**

i. On receipt of NSQ test report from empaneled lab / Govt. Lab, show cause notice will be issued immediately to the concerned supplier calling for explanation that needs to be provided immediately or as per Show Cause Notice (SCN) from the date of receipt of notice in respect of quality failure of concerned batches of drug. The supplier will be required to submit the batch manufacturing record, batch analysis report, raw material purchase record & raw material test reports etc. Opportunity for personal hearing, by supplier, may also be arranged.

ii. If the sample fails in quality test and report is received certifying that sample is not of standard quality, the drugs of the batch will not be qualified for issue and supplier shall be informed to recall stocks of such batch, which failed the quality test and other consequences would follow as per the conditions in the tender documents.

iii. The replaced batch is again subjected to quality testing and if found “NOT OF STANDARD QUALITY” then the particular drug of the firm shall be blacklisted for a period of 2 years beside forfeiture of security deposit of the particular products.

iv. On complaint from Drug Inspector(s) during their Test of statutory sample, that the particular drug has been reported to be of “NOT OF STANDARD QUALITY”, the issue of available stock of the particular drug will be stopped. Further, the available stock of the product in hospitals will be retrieved. If the sample is reported to have less than 50% of content, the particular product will be blacklisted for a period of 2 years from the date of intimation of blacklisting.

v. As per CDSCO classification, there quality failures are categorized into 3 categories as Category A (Spurious and Adulterated Drugs), Category B (Grossly Sub-Standard Drugs) and Category C (Minor Defects). (*Schedule 7*)

a. **Category A (Spurious orAdulterated)**

If a single batch of any product(s) supplied by the company/firm declared as adulterated/spurious by the government authorities during the shelf life of the product supplied irrespective of tender period, the company/firm shall be blacklisted for a period of 2 years from the date of intimation besides forfeiture of security deposit in full.

b. **Category B (Grossly substandard as per Statutory & Regulatory Guidelines):**

i. If any batch of a particular item supplied under a RC validity period by the Supplier is declared as 'NSQ' by government laboratory which falls in grossly substandard categorythen the product of that Supplier will be blacklisted for 2 years from the date of intimation, SD will be forfeited and 1 lac fine per incidence for each product apart from penalty for NSQ.

ii. In case of companies supplying 10 or less than 10 products, the company will be blacklisted if 2 of its products are blacklisted, irrespective of the tender, in one financial year, the firm will be blacklisted for 2 years from the date of intimation of the issue.

iii. In case of companies supplying more than 10 products, 5 products or more products are blacklisted, irrespective of the tender, in one financial year, the firm will be blacklisted for 2 years from the date of intimation.

iv. On complaint from Drug Inspector(s) during their Test of statutory sample, that the particular drug has been reported to be of "NOT OF STANDARD QUALITY", the issue of available stock of the particular drug will be stopped. Further, the available stock of the product in hospitals will be retrieved. If the sample is reported to have less than 50% of content, the particular product will be blacklisted for a period of 2 years from the date of intimation of blacklisting.

v. If two or more batches of the same drug supplied in a financial year are declared Not of Standard Quality (NSQ) by an empaneled lab, classified as grossly substandard by CDSCO, and this is confirmed by a government lab, then that product will be banned for at least three (3) years.

c. **Category C (Minor Defects)**

Penalized only for the product and EMD and/or SD forfeited but can also be subjected to blacklisting depending upon severity of the matter or subject and number of batches. *This will be decided on case-to-case basis by CGMSC officials.*

Various debarment clauses and actions to be taken in case of failure of supplier to comply with CDSCO rules are tabulate below:

**i. One Batch declared NSQ**

| Sr No | Reasons for NSQ | Debarment Period (In Years) | Action |
|---|---|---|---|
| 1 | Less Active Pharmacopeial Content (<50%) | 2 | Particular Drug/item- Same Strength of same dosage form |
| 2 | High Active Pharmacopeial Content (>50%) | 2 | Particular Drug/item- Same Strength of same dosage form |
| 3 | Absence of Active Ingredient | 2 | Particular Drug/item- Same Strength of same dosage form |
| 4 | Bacterial Endotoxin | 2 | Particular Drug/item- Same Strength of same dosage form |
| 5 | Sterility | 2 | Particular Drug/item- Same Strength of same dosage form |
| 6 | Dissolution | 2 | Particular Drug/item- Same Strength of same dosage form |
| 7 | Disintegration | 2 | Particular Drug/item- Same Strength of same dosage form |
| 8 | Related Substances | 2 | Particular Drug/item- Same Strength of same dosage form |
| 9 | Impurities | 2 | Particular Drug/item- Same Strength of same dosage form |
| 10 | Microbial Limit Tests | 2 | Particular Drug/item- Same Strength of same dosage form |
| 11 | Presence of adulterant by means of other drug or impurity | 2 | Particular Drug/item- Same Strength of same dosage form |

**ii. Four or more batches declared NSQ during Tender Validity Period**

| No. | Reasons for NSQ | Debarment Period | Actions |
|---|---|---|---|
| 1 | Any reason other than mention above during tender validity/RC Period | 2 years | Particular drug/item- Same Strength of same dosage form |

**iii. Submission of Fabricated documents**

| No. | Reason | Debarment Period | Actions |
|---|---|---|---|
| 1 | Submission of Fabricated documents | 3 Years | Firm/Company for all the drugs/items manufactured/marketed by the company |

**4.14.8 Procedure for Blacklisting:**

1) Before Blacklisting, a show cause notice shall be issued to the supplier calling for explanation within 15 days from the date of notice. Within the above specified period if no reply will be filed or satisfactory reply not received, then on the basis of that, the Managing Director, CGMSCL may take appropriate action on merits of the case and impose penalty including the blacklisting of the particular drug of the product/company.
2) If a particular drug of the drug has been blacklisted according to the procedure stated above, the supplier is not eligible to participate in any of the tenders for that particular drug floated by the CGMSC until the period of blacklisting is over.

3) If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the CGMSCL until the period of blacklisting is over.
4) In all the cases decision of the Managing Director CGMSC Ltd will be conclusive and final and binding on the suppliers.

**5. Cold Storage**

5.1 Bidders offering pharmaceutical items that require special cold storage conditions shall either possess an in-house cold chain transportation system or shall have a valid contractual arrangement with a licensed transportation agency equipped to handle and deliver such items in compliance with applicable cold chain standards, from the manufacturing facility to the designated warehouses of the CGMSCL.

5.2 All consignments of cold chain items shall be transported exclusively in containers fitted with temperature variation indicators, including but not limited to Vaccine Vial Monitors (VVM), or accompanied by calibrated data loggers capable of continuously recording temperature conditions throughout transit. The temperature data recorded by such data loggers shall be directly retrievable and accessible through the authorized system at the point of delivery. The Selected Bidder shall ensure that all receiving warehouses are provided with the necessary software and access rights required for the proper retrieval, interpretation, and verification of such temperature data in compliance with applicable regulatory standards.

5.3 The Selected Bidder shall, at the time of executing the agreement, submit notarized evidence of ownership of a compliant cold chain transportation system, or a duly executed contract with a qualified transport service provider, satisfactory to the Procuring Entity, demonstrating the capacity to deliver goods in accordance with prescribed cold chain norms to the designated facilities of CGMSCL as specified in the Purchase Order.

5.4 Tertiary packaging for cold chain items shall consist of seven-ply corrugated boxes or Styrofoam containers placed within three-ply corrugated boxes, and such packaging must remain intact and undamaged upon receipt at the warehouse.

5.5 For drugs mandatorily required to be tested at government laboratories such as CRI Kasauli, NIB, or equivalent institutions (e.g., ASV, ARV, Vaccines), deliveries shall be accepted without imposition of liquidated damages for a period of up to ninety (90) days from the date of the PO. However, deliveries made beyond ninety days (90) shall attract liquidated damage at the rate of 0.2% per day on the basic value of the goods supplied with delays till 120 days.

## Appendix-A: List of quoted products as per Schedule of Requirements

| S. No. | Drug Code | Drug Name | Strength | SKU | Basic Unit |
|---|---|---|---|---|---|
| 1 | D653A | Sodium Phosphate Enema BP (Sodium Acid Phosphate IP 10% w/v Sodium Phosphate IP 8% w/v) | 10% + 8% | 100ml | 1 |
| 2 | D1175 | Liquid Paraffin-Menthol Drops: Menthol 10 gm +Eucalyptus 2 ml+ Camphor 10 mg+ liquid paraffin to 100 ml | 10gm + 2ml + 10 mg + 100ml | 100ml Bottle | 1 |
| 3 | D270 | Hyoscine Butylbromide 20mg/ml Injection IP | 20mg/ml | 1 ml Ampoule | 1 |
| 4 | D1230 | Potassium Chloride Oral Liquid 500 mg/5 ml | 500mg/5ml | 100 ml Bottle | 1 |
| 5 | D361 | Neostigmine Methylsulfate 0.5 mg/ml Injection IP | 0.5 mg/ml | 1 ml Ampoule | 1 |
| 6 | SP19580 | Everolimus 10mg Tablet | 10mg | 1 | 1 |
| 7 | D1450 | LEVOFLOXACIN Injection | 0.015 | 1 | 1 |
| 8 | D212A | Theophylline 25mg/ml Injection | 25mg/ml | 1 | 1 |
| 9 | SP19372 | Butorphanol Tratrate 1mg Injection | 1mg | 1 ML Vial | 1 |
| 10 | ND107 | Daratumumab 100mg Injection | 100mg | 1 | 1 |
| 11 | D1337 | DECITABINE 30MG Injection | 30mg | 1 | 1 |
| 12 | SP1918 | Ethamsylate Injection | 125 mg/ml | 2ml Amp | 1 |
| 13 | D22 | Aminophylline Injection IP | 25 mg/ml | 1 | 1 |
| 14 | D847 | Placenta extract Gel | 20GM | 20GM Tube | 1 |
| 15 | SP1963 | Butorphanol Tratrate 2mg Injection | 2mg | VIAL | 1 |
| 16 | D600 | Daunorubicin 20 mg Injection IP | 20 mg | Vial | 1 |
| 17 | SP19594 | Etizolam 0.5 Mg Tablet | 0.5 Mg | 10X10 | 1 |
| 18 | D685 | Methotrixate 5 mg Tablet | 5 mg | 10 x 10 | 1 |
| 19 | D336 | Methylprednisolone Sodium Succinate 40mg/ml for Injection USP | 40mg/ml | Vial | 1 |
| 20 | SP19727 | Formaline 1 Gm Tablet | 1 Gm | 1 | 1 |
| 21 | SP19804 | Tacrolimus 0.1%w/v Lotion | 0.1% w/v | 20ml FFS | 1 |
| 22 | D523 | Vincristine Sulphate 1mg Injection IP | 1 mg / ml. (IV Use) | Vial | 1 |
| 23 | D871 | Temozolamide 20mg Capsule | 20mg | 1 | 1 |
| 24 | SP19598 | Oxcarbamazepine 300mg Tablet | 300mg | 1 | 1 |
| 25 | SP152 | Vitamin-E Tablet | 500mg | 10 X 10 | 1 |
| 26 | SP19258 | Cyclophosphamide 1000 Mg Injection | 1000 Mg | Vial | 1 |
| 27 | SP19222 | Lactic Acid Bacillus Tablet | lactobacillus sporogenes not less than 120 million spores | 1 | 1 |

| S. No. | Drug Code | Drug Name | Strength | SKU | Basic Unit |
|---|---|---|---|---|---|
| 28 | ND73 | Clonazepam Tablet. | 1mg | 10X10 | 1 |
| 29 | SP19196 | Isotretinoin 10mg Capsule | 10mg | 1 | 1 |
| 30 | SP19487 | Micronised Progesteron 100mg Tablet | 100mg | 1 | 1 |
| 31 | D258 | Homatropine 2% eye drop IP | 2% w/v | 1 | 1 |
| 32 | SP19707 | Tropicacel 0.8% + Phenylepherine 5% Eye Drop | 5ml | Drops | 1 |
| 33 | D428A | Prednisolone Tablet. | 40mg | 10x10 | 1 |
| 34 | D597 | Cytarabine 100mg Injection | 100mg per ml | Vial | 1 |
| 35 | SP19398 | Tirofiban 12.mg/50ml Injection | 12.mg/50ml | INJECTION | 1 |
| 36 | SP19142 | Minoxidil 2% Lotion | 2% | 60ml BOTTLE | 1 |
| 37 | D552 | Tobramycine eye drop | 0.3% | 5 ml FFS vial | 1 |
| 38 | SP1909 | Amiodarone 100mg Tablet | 100mg | 1 | 1 |
| 39 | D59 | Atropine Suphate 1% Eye drop IP | 0.01 | 5 ml FFS Vial | 1 |
| 40 | SP19106 | Desonide .05% Lotion | 30ml | FFS BOTTLE | 1 |
| 41 | D595 | Cyclophosphamide 500mg Injection IP | 500 mg | Vial | 1 |
| 42 | ND7 | Dacarbazine Injcetion | 200mg | 1 | 1 |
| 43 | D85 | Calcium Carbonate Tablet with Flavour IP | 500mg | 10 X 10 | 1 |
| 44 | SP19261 | Dacarbazine 500 Mg Injection | 500 Mg | Vial | 1 |
| 45 | D506 | Timolol Maleate 0.5% Eye Drop IP | 0.5% | 5 ml Drops | 1 |
| 46 | D412 | Pilocarpine Hydrochloride 2% eye drop | 2% | 5ml Drops | 1 |
| 47 | D144 | Cyclophosphamide 200mg Injection | 200mg | 1 | 1 |
| 48 | SP19525 | Exemestane 25mg Tablet | 25mg | TABLET | 1 |
| 49 | SP19396 | Octerotide 50mcg/Ml Injection | 50mcg/Ml | 1 | 1 |
| 50 | D149 | Dapsone 100 mg Tablet | 100 mg | 10 x 10 | 1 |
| 51 | D897 | Olaparib 150mg Tablet | 150mg | 1 | 1 |
| 52 | ND92 | Desirox 500 mg Tablet | 500 mg | 10X10 | 1 |
| 53 | D10 | Acyclovir (as sodium salt) powder for inj. IP | 250 mg | Vial | 1 |
| 54 | AC008 | Hydrogen peroxide 3% Solution | 3% Solution | 400 ml | 1 |
| 55 | SP19192 | Ulinastatin 100000i.U. Injection | 100000i.U | 5ml | 1 |
| 56 | D332 | Mercaptopurine Tablet IP | 50mg | 10 x 10 | 1 |
| 57 | D38 | Amphotericin B powder for Injection IP | 50 mg | Vial | 1 |

| S. No. | Drug Code | Drug Name | Strength | SKU | Basic Unit |
|---|---|---|---|---|---|
| 58 | D874 | Vitamin B1 (Thiamine) 100mg + Vitamin B6 (Pyridoxine) 100mg + Vitamin B2 (Riboflavin) 5mg + Vitamin B12 (Mecobalamin /Cynocobalamin/ Methylcobalamin) 1000mcg + Vitamin B3 (Nicotinic Acid / Niacin/ Nicotinamide) 100mg+ D-Panthenol 40mg | Vitamin B1 (Thiamine) 100mg Vitamin B6 (Pyridoxine) 100mg Vitamin B2 (Riboflavin) 5mg Vitamin B12 (Mecobalamin /Cynocobalamin/ Methylcobalamin) 1000mcg Vitamin B3 (Nicotinic Acid / Niacin/ Nicotinamide) 100mg D-Panthenol 40mg | 3ml Ampoul | 1 |
| 59 | SP51 | Valethamate Bromide 8 mg/1 mL Injection | 8 mg/1 mL | 1ml amp | 1 |
| 60 | SP19593 | Diltiazem 90 Mg Tablet | 90 Mg | 1 | 1 |
| 61 | D977 | Diclofenac Injection 25 mg/3 ml | 25mg/3ml | 1 | 1 |
| 62 | CN65 | Combipack (Mifepristone 200mg and Misoprostol 200mcg) Tablet | 1 Kit (1 Tablet Mifepristone 200mg and 4 Tablet Misoprostol 200mcg) | 1 Combipack kit | 1 |
| 63 | D1327 | DABRAFENIB 50 MG Tablet | 50 mg | 1 | 1 |
| 64 | D622A | Epirubicin Injection 100mg | 100mg | vial | 1 |
| 65 | D818 | Promethazine 50mg Injection | 50 mg | Vial | 1 |
| 66 | D1677 | XYLOCAINE JELLY | 0.02 | 1 | 1 |
| 67 | D1478 | METOPROLOL TABLET | 12.5mg | 1 | 1 |
| 68 | D921 | Ketoconazole 2 % + Salicylic acid 2% Shampoo | 2% + 2% | 100ml Bottle | 1 |
| 69 | D1611 | SORAFINIB 400 MG Tablet | 400 mg | 1 | 1 |
| 70 | SP19640 | BECLOMETHASONE 20mg Cream | 20mg | CREAM | 1 |
| 71 | SP19229 | Canagliflozin 300mg Tablet | 300mg | 1 | 1 |
| 72 | D1093 | Acetylsalicylic Acid (Aspirin) Tablet | 25mg | 1 | 1 |
| 73 | D1100 | Codeine Oral Solution 15 mg/5 ml | 15mg/5ml | 100ml Bottle | 1 |
| 74 | SP19647 | Salicylic Acid 10% Cream | 10% | 1 | 1 |
| 75 | COVFAV800 | FAVIPIRAVIR 800mg Tablet | 800mg | 1 | 1 |
| 76 | SP19733 | Amlodipine + Hydrochlorthiazide Tablet | 5mg+25mg | 1 | 1 |
| 77 | SP19543 | Nilotinib 50mg Capsule | 50mg | 1 | 1 |
| 78 | D1262 | ALCAFTADINE 0.25% EYE DROP | 0.25% | 1 | 1 |
| 79 | COVTOC400 | Tocilizumab Injection | 400 mg | 1 vial | 1 |
| 80 | SP1982 | B Complex Drops | 30ml | 1 | 1 |

| S. No. | Drug Code | Drug Name | Strength | SKU | Basic Unit |
|---|---|---|---|---|---|
| 81 | D1743 | Phenytoin ER(Extended Release) 300 mg Tablet | 300mg | 1 | 1 |
| 82 | D1002 | Phenytoin Tablet 50 mg | 50mg | 1 | 1 |
| 83 | D1388 | GATIFLOXACIN (0.3%) EYE DROP | 0.003 | 1 | 1 |
| 84 | D989 | Pregabalin Tablet 150 mg | 150mg | 1 | 1 |
| 85 | SP1922 | Ofloxacin 200mg/100ml Infusion | 100ml | FFS | 1 |
| 86 | SP19173 | Terbinafine 1% + Mometasone 0.1% Cream | 1% +0.1% | 15gm Tube | 1 |
| 87 | D1841 | Diphenylhydantoin 100mg Tablet | 100mg | 1 | 1 |
| 88 | SP19214 | Carboprost 125mcg Injection | 125mcg | VIAL | 1 |
| 89 | D1604 | SODIUM CHLORIDE 6% EYE OINTMENT | 5gm | 1 | 1 |
| 90 | SP75 | Rocuronium Injection | 10mg/ml | 5 ml vial | 1 |
| 91 | D923 | Atorvastatin 10mg + Choline Fenofibrate 135 mg Tablet | 10mg + 135mg | 1 | 1 |
| 92 | D852 | Doxorubicin Hydrochloride Liposome INjection | 50mg | 1 | 1 |
| 93 | D33 | Amoxicillin + Potassium Clavulanic 300 Injection IP | Amoxicillin 250mg Clavulanic acid 50mg (300mg) | Vial | 1 |
| 94 | SP1983 | Ketoconazole Tab | 250mg | 10X10 | 1 |
| 95 | D1768 | Xylocard 2% (Lidocaine) 50ml Injection | 2% 50ml | 1 | 1 |
| 96 | SP1980 | Cefixime 25mg Drops | 15ml | BOTTLE | 1 |
| 97 | SP150 | Pregabalion + Methylcobalamine Tablet | 150mg | 10 X 10 | 1 |
| 98 | D658 | HIB vaccine Injection | Haemophilus type b conjugate Vaccine 0.5ml | 0.5ml Vial | 1 |
| 99 | SP19274 | Palenosetron Injection | 0.25mg/5ml | 1 | 1 |
| 100 | SP19832 | Sodium Citraate 200 mg + citric Acid 40 Mg Flavoured With Ginger oil Cinnamon Oil Caraway Oil Clove Oil + Alcohol 9.5%v/v per 5ml | 200mg + 40mg + 9.5% v/v per 5ml | 100 ML BOTTLE | 1 |
| 101 | D1109 | Chlorpheniramine Tablet 10 mg | 10mg | 1 | 1 |
| 102 | D1153 | Betamethasone Injection 12 mg | 12mg | 3 Ampoule x 4mg (Units) | 1 |
| 103 | D1527 | PARADICHLORO BENZENE 2%+ BENZOCAINE 2.7% CHLORBUTO 5% EAR DROPS | 2% + 2.7% + 5% | 10ml Bottle | 1 |
| 104 | D1252 | ACALABRUTINIB 100MG | 100mg Cap | 1 | 1 |
| 105 | SP19585 | Duloxetine 20mg + Methylcobalamin 1.5mg Tablet | 20mg + 1.5mg | 1 | 1 |
| 106 | D1801 | FLUROURACIL 500mg Injection | 500mg | 1 | 1 |
| 107 | D1170 | Boro-Spirit Ear Drops | 0.183 gm Boric Acid in 2.08 ml of Alcohol | 10 ml Drops | 1 |

| S. No. | Drug Code | Drug Name | Strength | SKU | Basic Unit |
|---|---|---|---|---|---|
| 108 | D129 | Clofazimine 100 mg Capsule | 100 mg | 10X10 | 1 |
| 109 | D120 | Chlorpromazine Hydrochloride 25mg/ml injection | 25 mg/ml | 2 ml Amp | 1 |
| 110 | D795 | Cisplatin Injection | 100mg | 1 | 1 |
| 111 | D1769 | Povidone iodine + Ornidazole 1% ointment | 1% | 1 | 1 |
| 112 | D988 | Nortriptyline 10 mg Tablet | 10 mg | 1 | 1 |
| 113 | SP19888 | Ursodeoxycholic acid 600mg Capsule | 600mg | 1 | 1 |
| 114 | D167 | Diazepam 2mg/5ml Oral Suspension | 2mg/5ml | 60 ml Bottle | 1 |
| 115 | COVRAM100 | Ramdesivir Injection | 100 mg | 1 Vial | 1 |
| 116 | D601 | Doxorubicin Hydrochloride injection | 100mg | Vial | 1 |
| 117 | D312 | Lidocaine Hydrochloride 20 mg/ml Injection IP (preservative free) | 20 mg/ml | 5 ml Amp | 1 |
| 118 | D924 | Atorvastatin 20 mg + Choline Fenofibrate 135 mg Tablet | 20mg + 135mg | 1 | 1 |
| 119 | SP19538 | Esomeprethanetophylline 77 Mg+ Theophylline 23 Mg Ol Ip 60% V/V With With Emollient Moisturizer 1000 Ml Azole 40 Mg | 77 Mg23 Mg 60% V/V 1000 Ml | 1 | 1 |

**Note: -**

1. Purchaser will have the right to procure any of the items selectively based on user/indenters opinion. The tender is a rate contract tender. Purchase orders can be placed multiple times within validity of rate contract &quantity of procurement can vary substantially as per actual consumption. The quantity mention above is only indicative that can vary substantially as per actual requirement of the user departments.
2. There will not be any minimum quantity guaranteed against bid quantity. The bid quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual consumption in the hospitals during Rate Contract period.
3. Purchase orders will be placed on the successful Bidder at the discretion of the Ordering Authority.

## Appendix-B: Checklist

(Mandatory Documents to be uploaded online in the Technical Bid)

**Tender Reference. No.:**
**Date:**
**Bidder Name** (For Manufactures/ Importers):

**Prequalification Financial Documents:**

| Sr. No. | Document Required | Format Name/ Annexure | Document Provided (Yes/No) |
|---|---|---|---|
| **1** | Copy of RTGS Receipt for submission of EMD & Tender processing fee with UTR No. | | |
| **2** | Copy of EMD exemption certificate (if exempted as per Clause 3.4, attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006 *(if applicable)*. | | |
| **3** | GST Registration certificate along with copy of the GST return of the last three quarters preceding the bid due date. | | |
| **4** | Annual Turnover Statement for Three Years i.e., (2022-23, 2023-24, 2024-25 **OR 2023-24, 2024-25, 2025-26)** certified by the Statutory Auditor or Chartered Accountant. | **Annexure:6** | |
| **6** | Mandate Form (including Bank Details of the Firm) | **Annexure: 10** | |

**Prequalification Technical Documents:**

| Sr | Document Required | Format Name/Annexure | Document Provided (Yes/No) |
|---|---|---|---|
| 1 | **Technical Specification and Compliance** | **Annexure:1** | |
| 2 | **Letter comprising Technical Bid** | **Annexure:2** | |
| 3 | **Details of Item quoted with drug code** (In Rs. 100 Stamp paper duly Notarized by public notary) With GST & HSN No. | **Annexure:5** | |
| **4** | Format of Power of Attorney for signing of Bid) except for proprietorship | **Annexure:7** | |
| **5** | PAN Card Details | | |
| 6 | Details of manufacturing premises/importing unit where the drugs quoted are actually manufactured / imported should be given along with exact address of the registered/Corporate office.<br>***Details of Manufacturing unit with details of installed capacity for 30 days*** | **Annexure:4** | |
| 7 | **Notary attested photocopies of;** | | |
| (i.) | Copy of manufacturing drug license with product list duly approved by the Licensing Authority/ State drug authority for each and every product quoted as per specification in the bid. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. However, Loan Licensee are also allowed.<br>**Date of first registration & renewals to be highlighted clearly** | | |
| (ii.) | Certificate of renewal/current validity certificate | | |
| (iii) | Copy of permission from DCGI for "New drug & Fixed Dose Combination."<br>***Mandatory be highlighted with quoted items (CGMSC) drug code*** | | |
| **8** | Notary attested photocopies of *(if applicable;)* | | |
| | Valid Import license (in Form 10 with Form 41) ***Mandatory be highlighted with quoted items (CGMSC) drug code*** | | |
| | Valid license for the sale of Drugs imported by the firms issued by the licensing authority if the product(s) are imported. ***Mandatory be highlighted with quoted items (CGMSC) drug code*** | | |
| | Valid COPP Certificate | | |
| **9** | Valid WHO-GMP Certificate for manufacturing unit issued by Competent Authority. In case of Imported drugs, labels and product literature of all | | |

| | | | |
|---|---|---|---|
| | quoted product(s) must be submitted with WHO-GMP or certificate which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc. or COPP certificate of their Principal Manufacturing Company or firm. | | |
| **10** | Production detail of quoted product | **Annexure:3** | |
| **11** | Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years | Market standing certificate Mandatory for the last financial year. | |
| **12** | Declaration regarding blacklisting as per format in (Certificate on self-attested non-judicial stamp paper of Rs.100/-) | **Annexure:8** | |
| **13** | Signed copy of Pre-contract integrity pact, signed on all pages | **Annexure:13** | |
| **14** | Statement of compliance of Barcode-GS-1<br>(**To be submitted in the letterhead of the parent firm)** | **Schedule: 5** | |
| **15** | Non-Conviction Certificate | **Annexure: 9** | |
| **16** | Vendor registration certificate(optional) -Vendors may apply for registration on the CGMSC portal; however, registration is not mandatory for participation in this tender | | |
| **17** | **Bid & bidder information (Mandatory) Download Zip file from Tender Attachment in e-Procurement portal.** | | |
| **18** | Other Document | | |

*Other documents:* Only to be uploaded if some important document other than above is required to submit to fulfil the justification in support of Prequalification, only if needed.

*Note: *Mandatory nomenclature of the documents to be submitted with bids.Violation and noncompliance of followings may lead to disqualification summarily at the discretion of TIA.*

1. The documents required under financial and technical prequalification are to be clearly legible, without ambiguity, strictly as per instructions thereunder, clearly spelled out, indicated with page number, in sequence as required clearly.
2. The documents required should be strict as per particulars mentioned above, any deviation, narrative statement, haphazardly arranged in non-sequenced manner, misnumbered, wrongly marked, without highlighted, wrongly sequenced document in respective rows, may be subject to disqualification.

*(The documents should be so arranged in sequence and should be having standard name as per annexure or as per requirement)*

For the avoidance of any confusion, scanned copies of the above-mentioned documents shall be uploaded online on the e-ProcPortal on or prior to the Bid Due Date.

## Annexure 1 : Technical Specifications and Compliance

Tender reference No: ___/CGMSCL/ ****
(2026-27)

Item Name: Following are the minimum requirements. Products offered must meet these parameters herein.

| Sr. No | Item Name | Technical specifications /composition of schedule of requirement | Compliance on each parameter with detailed substantiation on how the offered product meets the requirement. | If ColumnB= C(write Yes or No) | Generic Name / Brand Name (only for Importer) | Drug Mfg. License (Form 25 or 28 & 26)/ Medical devices/ Import License (Form 10 & 41/Patent Certificate/Proprietary Certificate) | MSME/ SSI status in Chhattisgarh | Remarks, if any |
|---|---|---|---|---|---|---|---|---|
| | A | B | C | D | E | F | G | H |
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Note:

- Pharmacopoeia standards IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of the Applicable Laws.
- Active ingredient used in formulation of item quoted shall be of mentioned Pharmacopeialquality & Specifications.

Sign

Stamp

Date

## Annexure-2 : Letter Comprising Technical Bid

To,

Managing Director
Chhattisgarh Medical Services Corporation
Limited (CGMSCL), Nava Raipur,
Sardar Vallabh Bhai Patel Bhavan, 1st & 2nd Floor,
Kayabandha, Sector 24, Atal Nagar, Nava Raipur
(CG) Pin 492018

Subject: Bid for the [*******]

Dear Sir,

With reference to your Tender document dated ……., I, having examined the Tender document and understood its contents, hereby submit my/our Bid for the aforesaid [*******]. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Purchaser will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Supplier for the supply of the specified drugs, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

2. I/ We shall make available to the Purchaser any additional information it may find necessary or require supplementing or authenticating the Bid.

3. I/ We acknowledge the right of the Purchaser to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/ We certify that in the last three years, we or our associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I/ We declare that:

   (a) I/ We have examined and have no reservations to the Tender Document, including any Addendum / Corrigendum issued by the Purchaser.

   (b) I/ We do not have any conflict of interest in accordance with the Tender Documents; and

   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any unethical practice, as defined in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the

Purchaser or any other public sector enterprise or any government, Central or State.

6. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Tender, without incurring any liability to the Bidders, in accordance with the provisions of the Tender Document.

7. I/ We believe that we satisfy(ies) the Annual Turnover and Net Worth criteria and meet(s) all the requirements as specified in the Tender Document and am/ are qualified to submit a Bid.

8. I/ We certify that in regard to matters other than security and integrity of the country, weor any of our associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Contract or which relates to a grave offence that outrages the moral sense of the community.

9. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

10. I/ We certify that we will inform from time to time in case any of the investigation by a regulatory authority is pending either against user against our associates or against our CEO or any of our directors/ managers/ employees / Partners /Trustees.

11. I/We further certify that weor any of our Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any supply of drugs contract, and no bar subsists as on the Bid Due Date.

12. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender Document, we shall intimate the Purchaser of the same immediately.

13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Purchaser in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above-mentioned Contract and the terms and implementation thereof.

14. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided to me prior to the Bid Due Date along with the Tender Document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I/ We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Contract and Purchase Order, we shall have no claim, right or title arising out of any documents or information provided to us by the

Purchaser or in respect of any matter arising out of or relating to the bidding process including the award of Contract.

16. The power of attorney for signing of Bid, as per format provided at Annexure-7 of the Tender Document, is also enclosed.

17. I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

18. I/ We offer a Tender Fee of INR 5,000 (Indian Rupees Five Thousand Only) + GST (Total 5900/-) and EMD of INR_____only to the Authority in accordance with the Tender Document.

19. I/We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Contract is not awarded to me or our Bid is not opened or rejected.

20. The Price Bid has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and after a careful assessment of the all the conditions that may affect the price and implementation of the Contract.

21. I/We shall keep this offer valid for 180 days from the Bid Due Date as specified in the Tender Document.

22. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Contract in accordance with the Tender Documents and the Contract.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

Date:

(Signature, Name and designation of the Authorised signatory)

Place:

(Name and seal of Bidder)

## Annexure-3 : Production Detail Certificate

(For a period of last 3 Years preceding the Bid Due Date)

Name of the bidding entity:

| S No. | Year | Item Code | Item Name with specification | Date of Production of first batch | Standard Batch Size | No. of Batches Manufactured/Imported | Quantity in unit Manufactured /Imported | Quantity Sold | Quantity Returned /Rejected | Name of Govt. Agency to which last supply made |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2022-23 | | | | | | | | | |
| | | | | | | | | | | |
| 2 | 2023-24 | | | | | | | | | |
| | | | | | | | | | | |
| 3 | 2024-25 | | | | | | | | | |
| | | | | | | | | | | |

**OR**

| S No. | Year | Item Code | Item Name with specification | Date of Production of first batch | Standard Batch Size | No. of Batches Manufactured/Imported | Quantity in unit Manufactured /Imported | Quantity Sold | Quantity Returned /Rejected | Name of Govt. Agency to which last supply made |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2023-24 | | | | | | | | | |
| | | | | | | | | | | |
| 2 | 2024-25 | | | | | | | | | |
| | | | | | | | | | | |
| 3 | 2025-26 | | | | | | | | | |
| | | | | | | | | | | |

Add rows as per requirement.

Note:

1. All the data of the bidding entity, as provided in the above table has been verified by undersigned Chartered Accountant/Statutory Auditor.

2. The issuer of this certificate must ensure that the above information/details are related to the bidding entity only.

Name, Membership number and signature of the Chartered Accountant/Statutory Auditor:

UDIN:-

Name and seal of the firm:-

Location:-

Date:-

**Annexure-4: Details of Manufacturing Unit**

(The details of manufacturing facility to be furnished)

| | |
|---|---|
| Name of the Bidder and Office Address | : |
| Factory Address | : |
| PAN | : |
| GST No. | : |
| Phone Nos. | : |
| Fax | : |
| E-Mail[1] | : |
| Date of Inception | : |
| Date of commencement of Production: | |
| License No. & Date | : |
| Issued by | : |
| Valid up to | : |
| Details of installed Production Capacity | : |

Name and seal of the firm:
Location, Date:
Authorized Signature *(PoA holder)*

[In full and initials with Seal]:

Name and Title of Signatory:

Name of Bidder (Firm/ Organization's name):
Address:
Telephone:
Email:
*(Name and seal of the Bidder)*
[*Location, Date*]

[1]Bidder shall ensure that, all correspondence with the Purchaser shall be through the official email id mentioned herein.

**Details of Installed Production Capacity for 30 days**

(In Terms of Unit Packs)

Tablets:

Capsules

General:

Beta-Lactum:

Injection

Ampoules:

Vials:

I.V.Fluids:

Sterile Powder:

Liquids

Suspension:

Syrups:

Drops:

Ointment:

Powders:

Antiseptics/
Disinfectants:

Name & designation of the authorized signatory:

Specimen signature of the authorized Signatory:

*The details of manufacturing unit should be for the premises where drugs quoted are actually manufactured

## THE DETAILS OF FACTORY PREMISES

Person In-charge of Factory

Name:

Phone No.:

Mobile No.:

Nearest Landmark of Factory:

Layout:

Km from Airport:

Name of the Airport and City:

Km from Railway Station:

Name of the Railway Station:

Km from Bus Stand:

Name of the Bus Stand:
And City

All the data provided in the above table has been verified by undersigned Chartered Accountant/Statutory Auditor.

Name, Membership number and signature of the Chartered Accountant/Statutory Auditor:
UDIN
Name and seal of the firm:
Location, Date:
Authorized Signature *(PoA holder)*

[In full and initials with Seal]:

Name and title of Signatory:

Name of Bidder (Firm/ Organization's name):
Address:
Telephone:
Email:

*(Name and seal of the Bidder)*
[*Location, Date*]

## Annexure-5: Details of Items Quoted with Drug Code

1. Name of the firm:

2. Address as given in drug license:

3. License details and period of validity:

| Parameter | Form 25 | Form 28 | Import License (If applicable) | Non-Conviction Certificate (NCC) Certificate | Market Standing Committee (MSC) Certificate | Patent Certificate (If applicable) |
|---|---|---|---|---|---|---|
| Date of Issue | | | | | | |
| Validity Period | | | | | | |

4. Details of endorsement for all products:

| Sr. No. | Drug code | Drug name | Strength | Specifications IP/BP/USP | Date of endorsement obtained from State Drugs Commissioner | Whether Endorsement is in Generic or Brand Name |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
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| | | | | | | |

Add as many rows as possible you want to add
(Additional column should be inserted asking date of permission from CDSCO, in case of all newly introduced drugs and Fixed dose combinations)

## Annexure 6: Annual Turnover Statement for Last Three (3) Years

*(To be submitted on the letterhead of the Statutory Auditor ORChartered Accountant of the Bidder)*

The Average Annual Turnover and Net Worth detail of M/s _____ are given below and certified that the turnover shown below andstatement is true and correct.

| Sr. No. | Year | Turnover (In Indian Currency INR. ) |
|---|---|---|
| 1 | 2022-23 | |
| 2 | 2023-24 | |
| 3 | 2024-25 | |
| 4 | Average Annual Turnover of above 3 years | |
| 5 | Net worth in the latest financial year preceding the Bid Due Date (positive/negative) | |
| **OR** | | |
| Sr. No | Year | Turnover (In Indian Currency INR. ) |
| 1 | 2023-24 | |
| 2 | 2024-25 | |
| 3 | 2025-26 | |
| 4 | Average Annual Turnover of above 3 years | |
| 5 | Net worth in the latest financial year preceding the Bid Due Date (positive/negative) | |

For other eligible entities, the Net Worth shall mean the amount derived by subtracting the liabilities from the assets as certified by the Chartered Accountant (CA)/Statutory Auditor (SA) having valid registration.

Note:

1. Certificate issued by a Statutory Auditor/Chartered Accountant along with audited financial statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted on the letterhead of the Statutory Auditor/Chartered Accountant.
2. The Net Worth of the bidder in the financial year immediately preceding the Bid Due Date should be positive.
3. "Turnover" for the purposes of this Tender Document shall mean the monetary value of drugssold by the Bidder.

Name, Membership number and signature of the Chartered Accountant:
UDIN:
Name and seal of the firm:
Location, Date:

Authorized Signature of Bidder *(PoA holder)*
[In full and initials with Seal]:
Name and title of Signatory:
Name of Bidder (Firm/ Organization's name):
Address:
Telephone:
Email:
*(Name and seal of the Bidder)*
[*Location, Date*]

**Annexure-7: Format for Power of Attorney for signing of Bid**

*(Refer Clause 3.2)*

*(To be executed as an Affidavit on a Stamp paper of appropriate value)*

Know all men by these presents, We, …… (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of……. and presently residing at ……., who is presently employed with us and holding the position of ……, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the [******] (bid number),proposed or being developed by the [*******] (the "Purchaser") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Purchaser, representing us in all matters before the Purchaser, signing and execution of all contracts including the rate Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Purchaser in all matters in connection with or relating to or arising out of our bid for the said rate Contract and/or upon award thereof to us and/or till the entering into of the Contract with the Purchaser.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF ……, 20…...

For …….

(Signature, name, designation and address
of person authorized by Board Resolution
in case of Firms/Company)/Partner in case of
Partnership Firms

Witnesses:

1.

2.

Notarised
Person identified by me/personally appeared before me
/Signed before me/Attested/Authenticated*
(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date_____

Accepted

(Signature, name, designation and address of the Attorney)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

  *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate issued by the designated competent authority and has been notarized by the public notary.*

## Annexure-8: Affidavit for blacklisting

*(Non-Judicial Stamp Paper of Rs. 100/-)*

Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized

Tender reference No: __/CGMSCL/ essmed(2026-27)

1. This is to certify that the rates quoted in the bid are not higher than DPCO, NPPA, or not higher than MRP.

2. I/We undertake to provide the drugs/medicines/equipment's as required by Chhattisgarh Medical Services Corporation Limited (CGMSCL), Nava Raipur, and there will be no deviation in composition, quality, packaging etc.

3. The Bidder ……..(Name of the Bidder) has not been found guilty of malpractices, misconduct or Blacklisted/Debarred/ deregistered for the quoted product/firm by any department of Govt. of Chhattisgarh or by any local authority and semi-Govt. organization and other State Government/Central Government's organizations/ procurement corporation as on the date of submission tender document for the quoted items.We also agree that any such procedure or event undertaken against the quoted product/firm would be informed to CGMSCL within 7 days post occurrence of such event.

4. I/We undertake that I/we are not involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings.

Seal Signature of Authorised Signatory

Date

Place

Verification

I, the above named *[Name of the Bidder],* do hereby solemnly verify that the contents of the above Affidavit are true and correct to my knowledge and belief. Nothing false has been stated therein or material concealed therefrom.

Verified at *{location}* on *{Date}*

Note: The Bidder shall mandatorily enclose Non-Conviction Certificate issued by Licensing Authority/ State FDA/CDSCO along with this Affidavit for blacklisting.

**Annexure- 9: Non-Conviction Certificate**

(on Non-judicial Stamp Paper of Rs.100/-)

Tender reference No: __/CGMSCL/ ess med

(2026-27)

I ---------- age ---------- address---------- ---------- (authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner/authorized signatory of the bidding entity----------and I am submitting the documents online on e-proc portal for the purpose of security of the contract. I hereby agree to the conditions mentioned below: -

1. I am liable for action under Bhartiya NyayaSanhita (BNS) for submission of any false/ fraudulent paper/information submitted.

2. I am liable for action under Bhartiya NyayaSanhita (BNS) if during contract period and any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Bhartiya NyayaSanhita (BNS).

3. I am liable for action under BhartiyaNyayaSanhita (BNS) if any paper is found false / fraudulent during contract period and even after the completion of contract (uptothe finalization of final bill).

Authorised Signature of Bidder

Seal of Company

Verification

I, the above named *[Name of the Bidder],* do hereby solemnly verify that the contents of the above Affidavit are true and correct to my knowledge and belief. Nothing false has been stated therein or material concealed therefrom.

Verified at *{location}* on *{Date}*

## Annexure-10: Mandate Form

| | | |
|---|---|---|
| 01 | Company Name | |
| 02 | Postal Address of the company with Telephone No., Fax No. and Mail address | |
| 03 | Name of the Managing Director/<br>Director/Manager<br>Mobile No. /Phone No.<br>E-mail address | |
| 04 | Name and designation of the<br>authorized company official<br>Mobile No. /Phone No.<br>E-mail address | |

Bank Details

| | | |
|---|---|---|
| 01 | Name of the Bank<br>Branch Name &Address.<br>Branch Code No.<br>Branch Manager Mobile No.<br>Branch Telephone no.<br>Branch E-mail ID | |
| 02 | 9-digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank. | |
| 03 | IFSC code of the Branch | |
| 04 | Type of Account (Current/Savings) | |
| 05 | Account Number (as appear in cheque book) | |

(in lieu of the bank certificate to be obtained, please attach the original cancelled cheque issued by your bank for verification of the above particulars)

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Chhattisgarh Medical Services Corporation Limited (CGMSCL), Nava Raipur. I have read the conditions of tender/ agreement entered and agree to discharge the responsibility expected of me/from the company as a tenderer/ successful bidder.

Date: Company seal Signature

Place: (Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS

Bank Seal with address

Signature of the Authorized Official of the bank

**Annexure-11 (Part-I) :Indicative format for PRICE BID (BOQ) to be submitted online only**

*(To be uploaded asEnvelope No. 2submission)*

| Item Code | Item Name | HSN (Harmonized System of Nomenclature) number | (Basic Price ) Single Rate (In INR) for 1 Tablet/1 Capsule/ 1Ampoule/ 1Vial/1 Bottle | GST (%) | GST Amount applicable on taxable supply (In Rs.) | Total landed cost per unit (4+7) (INR) |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 6 | 7 | 8 |
| | | | | | | *(in figure and Words)* |

**L1 rate would be decided on comparative price per unit (Reflected in column no. 4 in above table)**

The price should be quoted only in Indian currency Note.

In case of discrepancy between unit price and total price, the unit price shall prevail for purpose of Total landed Cost per unit computation. Only total landed cost per unit considered for rate comparison.

If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected.

If there is a discrepancy between words and figures, the amount in words shall prevail.

Signature of the Tenderer
Name
Designation
Business address

A separate price schedule to be used for each item while quoting rates. Each price schedule to be uploaded separately mentioning PRICE BID for Item _____..

To be uploaded in the form of Excel.

**Annexure- 12: Performance Bank Guarantee (PBG)/Security Deposit (SD) format**

*(To be filled in case issuing bank does not have prescribed format for Bank Guarantee)*

B.G. No. Dated:

1. In consideration of you, ……..……, having its office at ……, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ……(a company registered under the Companies Act, 1956/2013) and having its registered office at …… (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the for supply of item specified in 'Appendix-A List of quoted products as per Schedule of Requirements', for use in public health facilities in the State of Chhattisgarh, pursuant to the Tender Document dated issued in respect of the supply of the item and other related documents including without limitation the draft purchase order, contract (hereinafter collectively referred to as "Tender Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at ……..(hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in accordance with the terms of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of [*****] (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Bidder to keep its Bid open during the Bid Validity period of 180 days as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs**** (Rupees ****** Only)

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Tender Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. **** (Rupees ***** Only) . The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [……. (indicate date falling 240 days after the Bid Due Date)].

Signed and Delivered by Bank
By the hand of Mr./Ms …….., its …….. and authorised official.
(Signature of the Authorised Signatory)

(Official Seal)

## Annexure-13: Pre-Contract Integrity Pact

1.1 Enabling the Purchaser to obtain the desired Drugs 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

1.2 Enabling Bidders to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the Purchaser will commit to prevent corruption, in any form, by its official by following transparent procedures.

**2 COMMITMENTS OF THE PURCHASER**

The Purchaser commits itself to the following: -

2.1 The Purchaser undertakes that no official of the Purchaser, connected directly or indirectly with the contract, will demand, take 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.

2.2 The Purchaser will, during the pre-contract stage, treat 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 the other Bidders.

2.3 All the officials of the Purchaser will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

3 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Purchase with the full and verifiable facts and the same prima facie found to be correct by the Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Purchaser 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 Purchaser the proceedings under the contract would not be stalled.

**4 COMMITMENTS OF BIDDERS**

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

4.1 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 Purchaser, connected

directly or indirectly with the biding 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.

4.2 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 Purchaser or otherwise in procuring the Contract of forbearing to do or having done any act in relation of 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.

4.3 The Bidder further confirms and declares to the Purchaser that the Bidder is the original manufacture/Integrator/Authorized government sponsored export entity of the drugs and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Purchaser 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 or company in respect of any such intercession, facilitation or recommendation.

4.4 The Bidder, either while presenting the bid or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the Purchaser or their family members, agents, brokers or any their intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5 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.

4.6 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Purchaser 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.

4.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## 5 PREVIOUS TRANSGRESSION

5.1 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 tender process.

5.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 6 EARNEST MONEY DEPOSIT

Every Bidder while submitting Price Bid, shall deposit an amount as specified in Tender Document as Earnest Money Deposit, with the Purchaser.

## 7 SANCTIONS FOR VIOLATIONS

7.1 Any breech 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 Purchaser to take all or any one of the following actions, wherever required:

7.2 To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed), as decided by the Purchaser and the Purchaser, shall not be required to provide,any reason therefore.

7.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

7.4 To recover all sums already paid by the Purchaser, and in case of the Indian Bidder with interest thereon as 2% higher than the prevailing Prime Lending Rate while in case of a Bidder from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Purchaser in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

7.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Purchaser, along with interest.

7.6 To cancel all or any other contracts with the Bidder and the Bidder shall be liable to pay compensation for any loss or damage to the Purchaser resulting from such cancellation/recession and the Purchaser shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

7.7 To debar the Bidder from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the Purchaser.

7.8 To recover all sums paid in violation of this Pact by Bidder(s) to any middlemen or agent or broken with a view to securing the contract.

7.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Purchaser with the Bidder, the same shall not be opened.

7.10 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Purchaser, or alternatively, if any close relative of an officer of the Purchaser has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling of tender. Any failure to disclose the interest involved shall entitle the Purchaser to rescind the contract without payment of any compensation to the Bidder.

7.11 The term 'close relative' for this purpose would mean pause whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent uponGovernment servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or tothe Government servant's wife or husband and wholly dependent upon Government servant.

7.12 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

7.13 ThePurchaser, and if he does so, the Purchaser shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Purchaser resulting from such rescission and the Purchaser shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

7.14 The decision of the Purchaser 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 canapproach the Monitor(s) appointed for the purposes of this Pact.

## 8 INDEPENDENT MONITORS

8.1 The Purchaser will appoint Independent Monitors (Hereinafter referred to as Monitors) for this Pact.

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

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

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will inform the Authority designated by the Purchaser.

8.6 The Monitor will submit a written report to the designated Authority of Purchaser/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

**9 FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Purchaser 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 of the relevant documents and shall extend all possible help for the purpose of such examination.

**10 LAW AND PLACE OF JURISDICTION**

The Pact is subject to Indian Law; the place of performance and jurisdiction shall be the seat of the Purchaser.

**11 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 any other law in force relating to any civil or criminal proceedings.

**12 VALIDITY**

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend to 3 years or the complete execution of the contract to the satisfaction of both the Purchaser and the Bidder/Supplier whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire six months after the date of the signing of the contract.

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

13 The parties hereby sign this Integrity Pact at……on……

PURCHASER

Name of the Officer:

Designation:

BIDDER

Witnesses

1.

2.

Note: *For witness component, the authorised person should sign on bidder side with witness name and signature.*

## Annexure-14: Details of drug and licenses

| BIDDERS NEED TO MANADATORILY FILL DETAILS OF QUOTED PRODUCTS WITH PAGE NUMBER | | | | | | | | | PRODUCTION DETAIL (with drug code mentioned) | | | MARKET STANDING (with drug code mentioned) | | | BILL OF LANDING (For Importers with drug code mentioned & highlighted) | | | CERTIFICATE OF ANALYSIS (for Imported Products with drug code mentioned & highlighted) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SL.NO. | Quoted Drug Code | MANUFACTURING LICENCE / IMPORT LICENCE ((with drug code mentioned & highlighted) | | WHO-GMP or CERTIFICATE OF PHARMACEUTICAL PRODUCT ((with drug code mentioned& highlighted) (FOR IMPORTED PRODUCTS) | Form 20 B & Form 21 B (For Imported Items) | PRODUCT PERMISSION (with drug code mentioned & highlighted) | WHO GMP (Quoted Product Formulation /Dosage Form Specific) | PRODUCTION CAPACITY (with drug code mentioned) | 2022-23 | 2023-24 | 2024-25 | 2022-23 | 2023-24 | 2024-25 | 2022-23 | 2023-24 | 2024-25 | 2021-22 | 2022-23 | 2023-24 |
| | | | | | | | | | **OR** | | | | | | | | | | | |
| | | | | | | | | | 2023-24 | 2024-25 | 2025-26 | 2023-24 | 2024-25 | 2025-26 | 2023-24 | 2024-25 | 2025-26 | 2023-24 | 2024-25 | 2025-26 |
| 0 | | FORM -10 | FORM 41 | | | | | | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | | | |

## Schedule 1:Contract Form

(Stamp duty as applicable as per the Applicable Law)

THIS AGREEMENT("Contract") made the .....day of....., 20..., at ……. between Chhattisgarh Medical Services Corporation Limited (CGMSCL), Nava Raipur, formed as per the [*******], represented by its Managing Director and having its registered office at Sardar Vallabh Bhai Patel Bhavan, 1st & 2nd Floor, Kayabandha, Sector 24, Atal Nagar, Nava Raipur (CG) Pin 492018 (hereinafter "the Purchaser") of the One Part.
and

[insert name of entity], a [●] incorporated/ registered under the provisions of the [insert name of relevant statute, if applicable] and having its registered office at [●], (hereinafter referred to as the "Supplier" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes) of the OTHER PART.

WHEREAS

A. the Purchaser is desirous that certain specified drugsto be procured and has accepted a bid by the Supplier for the supply of …… [name of the drug as per the list annexed] in the sum of..... (contract price in words and figures) (hereinafter called "Contract Price").
B. Whereas the Supplier has deposited a Bank Guarantee of Rs..... (Rs. in words.....) asPerformance Security towards the fulfilment of this Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The Supplier has accepted the Contract on the terms and condition set out in notice No.---------- ---------- as well in the NOA Acceptance Letter No : - ---------- Dt:---------- which will hold good during the period of this Contract .

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

   i. Purchase order(s) issued under this Contract, if any.

   ii. Supplier's Acceptance to NOA

   iii. Notification of Award (NOA)

   iv. Supplier's Bid including response to the clarification (if any)

   v. The Price Bid submitted by the Supplier.

   vi. The schedule of requirements.

   vii. The technical specifications.

viii. Tender Documents and all of its terms &conditions.

4. 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 drugs and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the drugs 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.

6. Upon breach by the Supplier of any of the condition of the Contract, the Purchaser may by a notice in writing, determine and terminate this Contract without prejudice to the right of the Purchaser to claim damages for antecedent breaches thereof on the part of the Supplier ,as certified in writing by the Purchaser which certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.

7. This Contract shall remain in force until the expiry of the date of delivery of material but notwithstanding herein or in the tender and acceptance forms contained the 'Purchaser shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the Contract at any time upon giving one month's notice in writing without compensating the Supplier.

8. The Supplier has fully read understood & shall abide by all the term and conditions as stipulated in TenderDocument, failing which the Contract is liable to be terminated at any time without assigning any reason by the Purchaser.

9. Any change/amendments if required to be incorporated in the Contract at a later stage shall be discussed & mutually agreed by both the parties and supplementary agreements shall be binding on both the parties and shall form the part of this Contract.

10. We, [Firm Name & Address], hereby declare that we have not been blacklisted, debarred, or banned by any Central or State Government department, public sector undertaking, or statutory authority in India. We further declare that no court case, vigilance inquiry, or investigation by CBI or any other law-enforcement agency is pending against the firm in relation to fraudulent practices, quality assurance failures, or any other matter that may affect our eligibility to participate in this tender. During this Rate Contract (RC) period, if it happens then we will inform to CGMSCL within 7 working days. We further undertake that, in the event of any failure on our part to comply with the terms and conditions of the tender or the rate contract, CGMSCL shall be free to take appropriate action in accordance with the provisions of the tender and the rate contract therein blacklisting, penalties, forfeiture of EMD/SD, liquidated damage (LD), demurrages, and/or other actions deemed fit, without prejudice to any other rights available under law.

11. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Raipur and high court of Chhatisgarh only.

PARTICULARS OF ITEMS WHICH SHALL BE SUPPLIED / PROVIDED BY THE SUPPLIER ARE:

12. This Contract shall be governed by and construed in accordance with the laws of Republic on India.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

| Sr. No. | Drug Code | Product Name | Strength | Indicative Quantity to be Supplied (+/- as per actual requirement) | Size/ Basic Unit | Base Price Per Unit | GST% | Total Price Per Unit |
|---|---|---|---|---|---|---|---|---|
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** |
| | | | | | | | | |

The rate contract shall be valid for two (2) years from the date of execution, extendable by additional one (1) year with approval of competent authority and mutual agreement on same terms and rates.

*Note:

1. Actual quantity to be supplied may vary & will be strictly as per actual requirement.
2. Actual supply to take place only after & as per the supply order(s) issued by the Authority from time to time.
3. Tender Document is part and parcel of Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered

(on behalf of the Purchaser)

Signed, Sealed and Delivered

(on behalf of the Supplier)

Address for communication:

In presence of

1.

Address for communication:

2.

Office of the-

Sd/-
Managing Director,
[******]

## Schedule2: Performance Security Form

*To,*

Managing Director
Chhattisgarh Medical Services Corporation Limited,
Nava Raipur
Sardar Vallabh Bhai Patel Bhavan,

1st & 2nd Floor, Kayabandha,

Sector 24, Atal Nagar,

Nava Raipur (CG) Pin 492018

Dear Sir

Whereas you intent to enter into a contract, as per your Notification of Award, Reference No. _____ dated _____(hereinafter referred to as "the contract") with M/s _____ as Supplier for the supply of_____ defined in contracts schedule, (hereinafter referred to as "drugs") and whereas the Supplier has undertaken to produce a performance cum warranty bond for amount of Rs _____ being equal to 3% of the total contract value of the drugsto be delivered as specified in NOA No _____dated _____ .

1. We _____ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Supplier that in the event that the CGMSCL submits a written demand to us stating that the Supplier has not performed according to the terms and conditions of the contract, we will pay CGMSCL on demand and without demur any sum up to a maximum amount of (3% of the contract value) for Bidders not registered under the Micro, Small and Medium Enterprises (MSME) Act, and one percent (1%) of the total Contract value for Bidders registered as MSEs, subject to submission of valid proof of registration. Any claims must bear the confirmation of CGMSCL's bankers that the signatures thereon are authentic. CGMSCL's written demand shall be conclusive evidence for us to make payment to CGMSCL. For the avoidance of doubt, any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose(s) under this guarantee.

2. We shall not be discharged orreleased from this undertaking and guarantee by any arrangements, variations made between beneficiary and the seller or any forbearance whether as to payment, time performance or otherwise.

3. Unless a demand under this guarantee is received by us in writing on or before the expiry dates (unless this guarantee is extended by the Supplier), all CGMSCL's rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

4. This guarantee shall be a continuing guarantee (which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the Supplier.

5. Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.

6. Our liability under this guarantee will cease to be valid even if the guaranteed deed is not returned to us.

7. This guarantee is personal to CGMSCL and not assignable to a third party without our prior written consent.

8. This guarantee shall be governed by Indian Law. This guarantee is valid until <<mention date { dateof validity should not be less than 24 months from signing of the Contract} >>.

Signature and Seal of Guarantors _____

Date _____

Address: _____

_____

**Schedule3:Supply Schedule**

(in accordance with clause 4.10)

Date:

| | |
|---|---|
| **Supplier Name:** | |
| **Consignee Name:** | |
| **Total Ordered Qty:** | |

| Sr.No. | PO Number | PO Date | Item Code and Name | Ordered Qty | Expected Date of drug to be manufactured | Expected Date of in-house/NABL testing | Expected Date of Delivery | No. of daysexpected fordelivery post PO issue Date | Remarks, if any |
|---|---|---|---|---|---|---|---|---|---|
| 1. | | | | | | | | | |
| 2. | | | | | | | | | |
| 3. | | | | | | | | | |

Seal

Signature

Date

Place

## Schedule 4: Schedule for packaging of Drugs and Medicines

**A.** General Specifications: All drugs should be packed &supplied in prescribed packaging only.

1. No corrugate package should weigh more than 15 Kgs (i.e., Product + Inner Carton Corrugated box)
2. All boxes should be tampering proof with bilingual labelling (English + Hindi)
3. All corrugated boxes should be of 'A' grade paper.i.e. Virgin.
4. All items should be packed only in first hand boxes only.
5. Flute - The corrugated boxes should be of narrow flute.
6. Joint - Every box should be preferably single joint and not more than two joints.
7. Stitching - Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
8. Flap - The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60 degree should not crack.
9. Tape - Every box should be sealed with gum tape running along the top and lower opening.
10. Carry strap- Every box should be strapped with two parallel nylon carry straps (they should intersect).
11. Label - Every corrugated box should carry a large outer label clearly indicating that the drug is for **'Government of Chhattisgarh (CGMSCL) Supply- Not for Sale',** wherein 'Government of Chhattisgarh (CGMSCL) Supply' should be in readable purple colour and 'Not for Sale' should be ingreen colour
12. The product label on the carton should be large at least 15 cm. x 10 cm. dimension. It should carry the correct technical name, strength or the drug, date of manufacture &distributor, date of expiry, quantity packed and net weight of the box.
13. Other - No box should contain mixed drugs or mixed batches of the same drug.

**B.** Specification for Corrugated Boxes Holding Tablets / Capsules / Pessaries

1. The box should not weigh more than 7-8 Kilograms. The grammage of outer box should be 150 gsm and inside partition / lining should be 120gsm.

2. The box should be of 5 ply with bursting strength of 9 Kg/ Cm2

**C.** Specifications for Ointment / Cream / Gels Packed in Tubes

1. No corrugate box should weigh more than 7-8 Kgs.
2. Every Ointment tube should be individually packed in carton and then packed in 20's in a White board box, which may be packed in a corrugated box.
3. The grammage of outer box should be 150 gsm and inside partition / lining should be 120gsm.

**D.** Specifications for Injectable (in Vials and Ampoules)

1. Vials may be packed in corrugated boxes weighing up to 15 Kilograms. Ampoules should be packed in corrugated boxes weighing not more than 8 Kilograms.
2. Corrugated box for vials should be of 150 gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while corrugated box for ampoules should be of 150 gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.
3. Bursting strength for CB boxes for
    a. Vials: Note less than 13 Kg/Cm2
    b. Amp: Note less than 9 Kg/Cm2
4. In the case of 10 ml Ampoules, 100 or 50 ampoules may be packed in a White board box. Multiples of White board boxes packed in corrugated box. In case of Ampoules larger than 10 ml, only 25 ampoules may be packed in a White board box with partition.
5. If the vial is packed in individual carton, there is no necessity for White board box packaging. The individual carton may be packed as such in the corrugated box with centre pad.
6. In case of ampoules, every White board box should carry 5 amps. Cutters placed in a polythene bag.
7. Vials of Eye and Ear drops should be packed in an individual carton with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a White board box.

**E.** Primary Package

1. Tablets & Capsules
    - 10 Tablets/Capsules or multiples of 10 should be packed in an Aluminum strip / Aluminum – P V C blister pack.
    - Aluminum strips: Thickness of Aluminum foil: 40 microns with LDPE 25-micron coating/heat seal lacquer
    - PVC Film: Transparent, clear/amber, food grade, blister forming PVC film, Film gauge 200 microns, P E coating: 25 microns, PVdCcoating: 60 gsm.
    - Aluminum foil: Hard tempered Blister foil, VMCH coated, Thickness: 0.025 mm.

    'Government of Chhattisgarh (CGMSCL) Supply - Not for Sale' in readable purple or green colour on each strip.

2. Injections
    - Injection in ampoule form should be supplied in Double constructed neck ampoules with the label bearing the words 'Government of Chhattisgarh (CGMSCL) Supply - Not for Sale' in readable purple or Green colour.

- The vials should be supplied with Aluminum seal ampoules with the label bearing the words 'Government of Chhattisgarh (CGMSCL) Supply - Not for Sale' in readable purple or Green colour.

3. Liquid Orals

   Liquid preparations should be in FDA approved glass/plastic bottles with pilfer-proof caps. The top of the cap and the label to be affixed on the containers should bear a distinct colour different from the colour of the label of the trade packs and they should be overprinted in readable purple colour with the words 'Government of Chhattisgarh (CGMSCL) Supply - Not for Sale'.

4. Ointments
   Ointments should be supplied in tube and bearing the words 'Government of Chhattisgarh (CGMSCL) Supply - Not for Sale' in readable purple or green colour.

**F.** Secondary Package

The strips/ampoules/vials, tubes and bottles should be packed in boxes for easy handling, transport and distribution. It shall be fabricated from Millboard/grey board/cardboard with appropriate bursting strength. The secondary packaging material must be clearly labelled with the names of item, batch number, mfg date, expiry date and the number of units per box. The secondary box shall bear the words 'Government of Chhattisgarh (CGMSCL) Supply - Not for Sale' in readable purple or Green color.

**G.** Tertiary Package

The boxes shall be packed in weather resistant triple walled insulated corrugated 5 ply cartons, each ply having strength of minimum 150 gsmIt should be fabricated from virgin quality "A" grade material. The overall dimension of the carton should be such that the drug does not get damaged during transportation and storage. Each international shipping carton should weigh less than 50 kg. It is important that individual boxes are not too heavy during transport as they are frequently loaded and offloaded manually at airports and intermediate stores.

**H.** Case Identification

All cases should prominently indicate the following:

1. Purchaser's line and code numbers
2. The generic name of the drug
3. The dosage form (Tablet, Ampoule, Syrup)
4. Date of manufacture and expiry (month and year) (in clear language not code)
5. Batch number
6. Quantity per case (Carton containing -------- secondary packages)
7. Special instructions for storage and handling
8. Name and address of manufacture
9. Any additional cautionary statements.

SPECIMEN LABEL FOROUTER CARTON (20cm x 15cm)

Chhattisgarh Medical Services Corporation Limited, Supply - Not for Sale

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Generic Name of Drug I.P.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

10 x 10 TABLETS

Batch No: XXXXXX

Quantity Packed: XXXXXX

Mfg. Date: XXXX- 2025

Exp. Date: XXXX -2027

Manufactured by: M/s. XXXXXX

Carton containing -------- secondary packages

Special instructions for storage and handling - Store in a Cool and Dry Place

Bar Code

## Schedule 5: Label specifications

| Sr No. | Column name | Description / Use | Example (for a sample drug) |
|---|---|---|---|
| 1 | Product Name (Generic + Strength/Form) | Official drug name + strength (e.g. "Paracetamol 500 mg Tablets") | Paracetamol 500 mg Tablets |
| 2 | Schedule / Regulatory Category | E.g. "Schedule H", "Schedule H1", "OTC", "Schedule X", etc. — for required warnings / labelling rules | Schedule H |
| 3 | Required Regulatory Labels/Warnings | All required labels per regulation / schedule: e.g. "Rx", "Schedule H – Warning: To be sold by retail on prescription only", etc. | Rx; "Schedule H Drug — Warning: To be sold by retail on prescription only" |
| 4 | Batch/Lot No. | To be printed on innermost container + outer packaging | B. No: 12345 |
| 5 | Manufacture Date (Mfg date) | Mandatory on label per regulation | 10-15-2025 |
| 6 | Expiry Date (Exp date) | Mandatory (month/year or full date) | 10/2027 |
| 7 | Net Contents / Quantity | E.g. no. of tablets, volume (ml), number of units — mandatory info | 10 × 10 tablets |
| 8 | Manufacturer Name & Address + Licence No. | Required on innermost & outer packaging | ABC Pharma Ltd., Delhi — Lic. No. DL-2345 |
| 9 | Storage Instructions / Special Conditions | Mandatory E.g. "Store below 25 °C", "Protect from light", "Refrigerate 2–8 °C", etc. | "Store below 25 °C. Protect from light & moisture." |
| 10 | Tamper-evident / Seal / Integrity Warning | Box to mention (especially for injectables, sterile items, etc.) — "Do not use if package is broken/damaged", "Seal intact" | "Do not use if seal broken" |
| 11 | Sterility / Single-Use / Reuse Instructions | For disposables / sterile items — e.g. "Sterile — Do not reuse", "Single use only", "Do not resterilize" | "Sterile. Single use only. Do not reuse." |
| 12 | Route / Use Instructions | E.g. "For IV use only", "For external use only", "Shake well before use", "Discard after single use / X hours after opening", etc. | "For oral use only" |
| 13 | Transport / Handling / Packaging Symbols or Instructions | E.g. "Fragile — Handle with care", "This side up ↑", "Cold-chain / Maintain 2–8 °C", "Do not stack", etc. (especially for fragile / cold-chain / sterile goods) | "Fragile — Handle with care. Do not stack." |
| 14 | Serialization / Barcode / QR-code / UDI | Mandatory (e.g. APIs, certain formulations) for traceability & anti-counterfeiting; must carry unique product/batch code etc. | QR Code (encoded: API, Batch 12345, Exp 2027-10) |

| | | | |
|---|---|---|---|
| 15 | Package Type / Packaging Material (Primary / Secondary) | To specify primary container type (blister, bottle, vial, pouch, etc.) + secondary (carton, box), packaging material (plastic, glass, PVC/aluminium blister, cold-chain pack etc.) | Primary: PVC-Alu blister; Secondary: Cardboard carton with humidity barrier liner |
| 16 | Package Integrity & Durability Requirements | E.g. "Moisture-resistant labelling/ink", "Water-resistant packaging", "Tamper-proof seal", "Protect from light/moisture/heat", "Cold-chain compliant packaging" (as required) | Moisture-resistant blister + humidity-protective carton; Indelible ink label; outer carton sealed; blister foil intact |
| 17 | Remarks / Additional Instructions / Quality Assurance (QA) Checks | Bilingual label (English + Hindi), inclusion of patient-information leaflet, packaging inspection checklist, special handling, disposal instructions etc. | Bilingual label (English + Hindi); Include PIL (Patient Information leaflet); Check seal & label legibility before dispatch |

## Schedule-6: Bar Code & Advance Shipment Notification details

As Chhattisgarh Medical Services Corporation Limited, Nava Raipur (CGMSCL), is implementing, an Advanced Shipment Notice (ASN) system and automation of the stock receiving and dispensing process. It is mandatory for Suppliers to adhere to the below implementation guidelines. Else, the stocks will not be accepted.

- All suppliers of drugs/sutures/surgical items are required to incorporate barcodes as per GS1standards at secondary and tertiary packaging level .At the time of supply,
- Supplier is required to submit valid GS1registration Certificate/document and barcode verification report issued by GS1India, not older than three months from the date of issue.

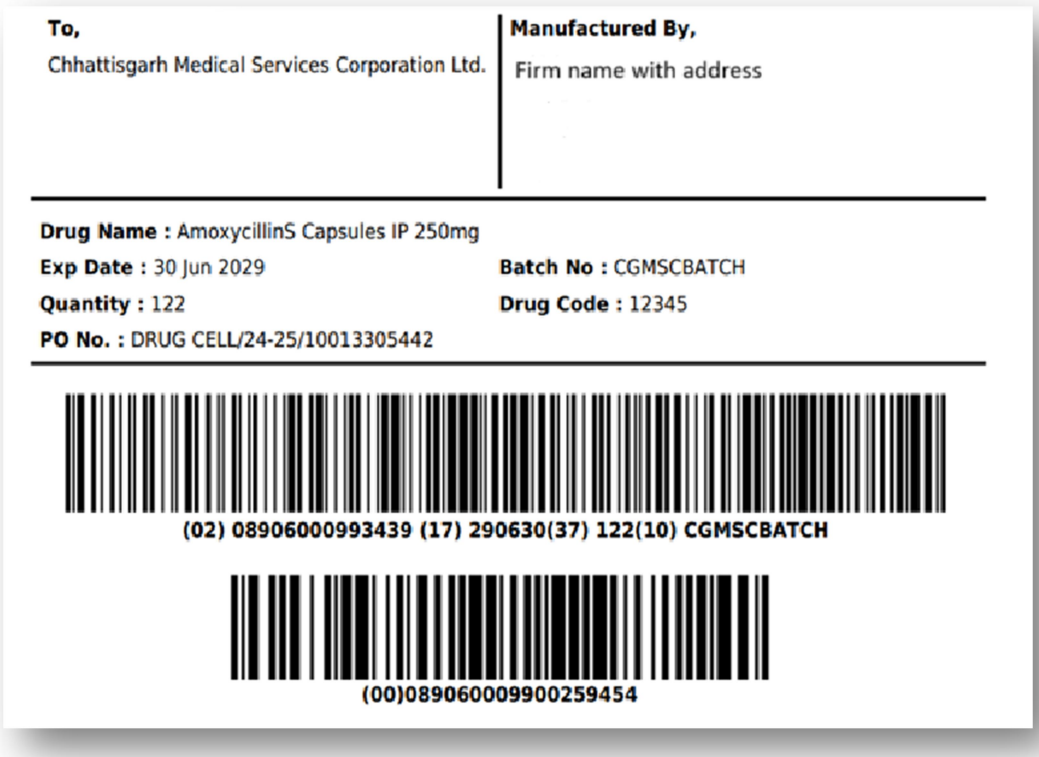
Technical Specification for GS1Standardsfor Manufacturer(s)/Importer(s):

**Tertiary Level Pack**: Data attributes to be captured in case of Homogenous Pack:

- Unique product identification code (GTIN-Global Trade Identification Number)
- Expiry date
- Batch no
- Quantity
- Serial Shipping Container Code(SSCC)

e.g.
1st Barcode (GS1-128):(02)08906000993439 (17)290630 (37)122 (10)CGMSCBATCH
2nd Barcode (GS1-128):( 00)089060009900259454

Recommendedbarcodetype:GS1-128



| Attribute | Description | Length | Nature | DataType |
|---|---|---|---|---|
| (02) | Application Identifier (01) identifier to indicate the GTIN-14 and is encoded within the barcode data string | 2 | Fixed | Numeric |
| 08906000993439 | Unique Product Number-GTIN-14 | 14 | Fixed | Numeric |
| (17) | Application Identifier to indicate Expiry date Bracketsnotencoded in the barcode | 2 | Fixed | Numeric |
| 290630 | ExpiryDateYY/MM/DD | 6 | Fixed | Date |
| (37) | Application Identifier to Indicate Quantity Brackets notencoded in the barcode | 2 | Fixed | Numeric |
| 122 | Quantity | 8 | Fixed | Numeric |
| (10) | Application identifier to indicate Lot/batch number Brackets not encoded in the barcode | 2 | Fixed | Numeric |
| CGMSCBATCH | Batch No/LotNo | 20 | Variable | Alphanumeric |
| (00) | Application identifier to indicate the SSCC Brackets note n coded In the barcode | 2 | Fixed | Numeric |
| 0890600099002594 54 | Unique number of the Tertiary pack | 2 | Fixed | Numeric |

**Tertiary Level Pack**: Data attributes captured in case of heterogeneous pack

- Serial Shipping Container Code (SSCC)

e.g.
Barcode(GS1-128):(00)089011170001245890

Recommendedbarcodetype:GS1-128




| Attribute | Description | Length | Nature | DataType |
|---|---|---|---|---|
| (00) | Application identifier to indicate the SSCC Brackets Not encoded in the barcode | 2 | Fixed | Numeric |
| 0 8906000990025945 4 | Unique No. of Tertiary Pack | 18 | Fixed | Numeric |

**Secondary Level Pack**:
Data attributes captured in case of heterogeneous pack

- Unique product identification code(GTIN-Global Trade Identification Number)
- Expiry date
- Batch no
- Quantity

e.g.
Barcode (G S 1 Data Matrix): (02) 08906000993439 (17) 290630 (10) CGMSCBATCH (37) 122

Recommendedbarcodetype:GS1DataMatrix




| Attribute | Description | Length | Nature | DataType |
|---|---|---|---|---|
| (02) | Application Identifier to indicate GTIN-14. Bracketsnotencodedin the barcode | 2 | Fixed | Numeric |
| 08906000993439 | GTIN-14-Unique product code with firstdigitbeingthe packaging indicator | 14 | Fixed | Numeric |
| (17) | Application Identifierto indicate Expiry date Bracketsnotencoded in the barcode | 2 | Fixed | Numeric |
| 290630 | ExpiryDate YY/MM/DD | 6 | Fixed | Date |
| (10) | Application identifier to indicate Lot/batch Bracketsnotencoded in the barcode | 2 | Fixed | Numeric |
| CGMSCBATCH | Batch. No/Lot No | 20 | Variable | Alphanumeric/Numeric |
| (37) | Application identifier to indicate Count of trade items contained in a logistic unitBrackets not encoded | 2 | Variable | Numeric |
| 122 | Units/Countof trade items | 8 | Variable | Numeric |

Please contact GS1 India and PrintEz office for any further assistance:

**Mr. Sandeep Issar,**
GS1 India(Under Ministry of Commerce, Govt. of India)
Tower B, Ground Floor, World Trade Center,
Nauroji Nagar, New Delhi – 110029

T: +91–22-62847400, (D) +91-22-62847421 / 414
M: 9871869650/9560016183
E: sandeep@gs1india.org
W: http://www.gs1india.org

**Mr. Amrit Garg,**
Print-Ez (M/s Dash Technologies)
F-79/80, 828B, 8th Floor DLF Prime Tower,
Okhla Industrial Area, New Delhi - 110020
M: +91- 9873937280
E: dashmesh@dashtechlabels.com

## Schedule 7: CDCSO Quality Failure Categorization

### Category A (Spurious and Adulterated Drugs)

Spurious or imitation drug products are drug formulations manufactured concealing the true identity of the product and made to resemble another drug, especially some popular brand, to deceive the buyer and cash on the popularity of original product. The product may or may not contain the active ingredients. Spurious drugs are usually manufactured by unlicensed anti-social elements, but sometimes licensed manufacturers may also be involved. The adulterated drugs are those drugs which are found to contain an adulterant/substituted product or contaminated with filth rendering it injurious to health.

Reports of availability of spurious drugs in the country shake the confidence of indigenous as well as foreign buyers. As the problem is an emotive issue also, it is required to be handled with a firm hand and in co-ordination with other agencies.

### Category B (Grossly sub-standard drugs)

Drugs manufactured by licensed manufacturers and reported to have defects of serious nature to affect the quality of the drug. Such defects may arise out of gross negligence or non-conformance to GMPs during manufacture. These defects may broadly be as under:

(i) Active ingredient contents below 70% for thermolabile products and below 5 % of the permitted limits for thermostable products.

(ii) Tablets/Capsules failing in disintegration tests wherever prescribed.

(iii) Tablets/Capsules failing in dissolution test and active contents found less than 70% for thermolabile products and below 5 % of the prescribed limits for thermostable products.

(iv) Liquid preparations showing presence of fungus.

(v) Parental preparations failing in sterility, pyrogen/endotoxin test or undue toxicity.

(vi) Vaccines failing in potency, sterility, toxicity or moisture content.

(vii) Presence of any adulterant which renders the product injurious to health

### Category C (Minor defects)

Drugs manufactured by the licensed manufacturers found not of standard quality because of defects arising out of minor variations in quality. Such defects may arise because of inadequate pre-formulation development studies, lack of in process controls exercised by the manufacturer or unsuitable conditions under which drugs are stored or transported. Examples of some such the defects are as under:

(i) Broken or chipped tablets.

(ii) Presence of spot/discolouration/uneven coating.

(iii) Cracking of emulsions.

(iv) Clear liquid preparations showing sedimentation.

(v) Change in colour of the formulation.

(vi) Slight variation in net content.

(vii) Formulations failing in weight variation.

(viii) Formulations failing to respond to the colour test.

(ix) Isolated cases of presences of foreign matter.

(x) Labelling error including nomenclature mistake, Rx, NRx, XRx, Red Line, Schedule H. Caution, Colour etc.

## Section 8: Details of Consignee

| Sr No. | Name of Drug Warehouse | Address | In-Charge Name and contact Detail |
|---|---|---|---|
| 1. | Regional Drug Warehouse Raipur | Banjari Nagar Road, Parking No-9, Near Govt. Hospital, Transport Nagar, Ranvabhata, Raipur, Pin:-493221 | Mr.Arvind Kumar Verma, Mr.RishabhSahu (Store Officer) Mob. No.- 7828202022, 6260597350 Email: raipurwh.cgmsc@gov.in |
| 2. | District Drug Warehouse Durg | Village - Khamhariya, Opposite Krishna Engineering College, Junwani , Dist - Durg | Mrs.TriptiChandrakar (Assistant Manager) Mob. No.-9770176401 Email: durgwh.cgmsc@gov.in |
| 3. | District Drug Warehouse Rajnandgaon | Drug Warehouse Rajnandgaon, In front of Dena RSETI, Village - Barga GE Road, Rajnandgaon | Mr.VipinRamteke (Assistant Manager) Mob. No.-79893245640 Email:rajnandgaonwh.cgmsc@gov.in |
| 4. | Regional Drug Warehouse Bilaspur | Drug Warehouse Bilaspur Near State Mental Hospital Vill.-SendariBilaspurRatanpur Main Road, Dist.-Bilaspur, Pin:-495009 | Mrs.Sunita Singh (Assistant Manager) Mob. No.-7773006983 Email: bilaspurwh.cgmsc@gov.in |
| 5. | District Drug Warehouse Janjgir | Drug Warehouse Janjgir Near CMHO Office, Tah. -Janjgir, Dist.-Janjgir- Champa Pin:-495668 | Mrs.Rashmi Singh (Store Officer) Mob. No.-9589066505 Email: janjgirwh.cgmsc@gov.in |
| 6. | District Drug Warehouse Raigarh | Drug Warehouse Raigarh, In front of Shreshtha Hotel, Jindal Road Bhagwanpur, Raigarh Pin: 496100 | Mr.Kirti Ram Patel (Assistant Manager) Mob. No.-8770600497 Email: raigarhwh.cgmsc@gov.in |
| 7. | Regional Drug Warehouse Ambikapur | Drug Warehouse Ambikapur, Transport Nagar, Pachpedi, Ambikapur, Surguja, Pin:-497001 | Mr.Surendra Kumar Yadav (Assistant Manager) Mob. No.-9424265461 Email: ambikapurwh.cgmsc@gov.in |
| 8. | District Drug Warehouse Kanker | Drug Warehouse Kanker Smt. KiranDevi Bhagat C/O JayendraBhagat Gadpichwadi Road, Kanker, Pin:-494334 | Mr.ManakSahu (Store Officer) Mob. No.-9977446255 Email: kankerwh.cgmsc@gov.in |
| 9. | Regional Drug Warehouse Jagdalpur | Drug Warehouse Jagdalpur Village - Sargipal, Near Forest Dipo, Jagdalpur Dist - Bastar, Pin:-494001 | Mr.VipulSagarJaggi (Assistant Manager) Mob. No.-7587455559 Email: jagdalpurwh.cgmsc@gov.in |
| 10. | District Drug Warehouse Kawardha | Drug Warehouse Kawardha Village Majhgaon, Beside Collector Office Road, Kawardha Dist- Kabirdham, Pin: 491995 | Mrs.RekhaRarkam (Assistant Manager) Mob. No.-7470916785 Email: kawardhawh-cgmsc@ch.gov.in |
| 11. | District Drug Warehouse Korba | Drug Warehouse Korba CMHO OfficeCampus Near 100 Bed, Rajgamar Road, Kosabadi, Korba (C.G) Pin - 495677 | Mrs.GayatriSahu(Assistant Manager) Mob. No.- 8319385707 Email: korbawh-cgmsc@cg.gov.in |
| 12. | District Drug Warehouse | Drug Warehouse Mahasamund, Village – Kharora Raipur Road, | Mrs.ChandanDadsena( Assistant Manager) Mob. No.-78319560908 |

| | | | |
|---|---|---|---|
| | Mahasamund | Mahasamund Pin: 493445 | Email: mahasamundwh-cgmsc@cg.gov.in |
| 13. | District Drug Warehouse Dhamtari | Drug Warehouse Dhamtari Near KendriyaVidyalay and Rest House, Village Mujgahan, Post Loharsh, Thana - Arjuni, Teh + Dist- Dhamtari, Pin:- 493773 | Mr.UreesChandrakar (Assistant Manager) Mob.No.- 8871272795 Email: dhamtariwh-cgmsc@cg.gov.in |
| 14. | District Drug Warehouse Dantewada | Drug Warehouse DantewadaGeedam, Village - Bade Karli, Bijapur Road, Dist- Dantewada | Mr. Dharma Pardhi (Assistant Manager) Mob. No.-7693092500 Email: dantewadawh-cgmsc@cg.gov.in |
| 15. | District Drug Warehouse Jashpur | Drug Warehouse Jashpur, Near Shanti Nagar, DorkaChoura Road, Jashpur Nagar, Dist. Jashpur (C.G.) Pin - 496331 | Mr.Durga Prasad Gupta (Store Officer) Mob. No.- 8871441426 Email: jashpurwh-cgmsc@cg.gov.in |
| 16. | District Drug Warehouse Korea | Drug Warehouse Korea, Village - Kanchanpur, Near CMHO Office Teh. - Baikunthpur, Dist - Korea (C.G.) Pin - 497335 | Mr.TulsiRajwade (Store Officer) Mob. No.- 9399266650 Email: koreawh-cgmsc@cg.gov.in |

## Section 9: Guidelines for Bidder for e-Procurement System

### Guidelines for bidders onusing integrated e-Procurement System in Govt. of Chhattisgarh portal https://eproc.cgstate.gov.in

Note: These conditions will overrule the conditions stated in the tender document(s), wherever relevant and applicable.

1. Vendor / Bidder Registration on the e-Procurement System: All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors etc.) registered with and intending to participate in the Tenders of various Govt. Departments /Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal https://eproc.cgstate.gov.in and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department, Chhattisgarh (in case to participate in tenders restricted to vendors / bidders in a particular class).The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e- Procurement system. Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.

2. A one-time registration fee of Rs 500 (valid for 1 year) will be required to be paid online using the system integrator's (mjunction services limited) payment gateway by the first time users for registration in the e-proc portal, existing users can renew their registration online by paying Rs 100. For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur onToll free 1800-419-9140 or email helpdesk.cgeproc@gmail.com or helpdesk.cgeproc@mjunction.in

3. Digital Certificates: The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by theController of CertifyingAuthorities (CCA), Government of India. Note: It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate. Therefore, the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e- Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

4. Important Note: bid under preparation / creation for aparticular tender may only be submitted using thesame digital CHHATTISGARH MEDICAL SERVICE CORPORATION LIMITED

5. General Consultancy & DPR certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However, bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender. In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines. The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid ClassII / Class- III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority if the authorized user changes and apply for a fresh digital certificate for the new authorized user.

6. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. All bidders are required to pay Rs 311 excluding payment gateway charges as bid processing fees online as a participation fees per tender for any of the departments enlisted in the e-proc portal (eproc.cgstate.gov.in) For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link 'Payments accepted online' on the eProcurement portal https://eproc.cgstate.gov.in.

7. Setup of User's Computer System: In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 8_77 (8 update 77, Internet explorer 9 / 11, latest Mozilafirefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also, internet connection should be minimum 2 (two) MBPS.

8. Tender's Critical Dates & Time/Tender Time Schedule: The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official. CHHATTISGARH RAILWAY CORPORATION LIMITED General Consultancy & DPR.

9. Download Tender Document(s): Thetender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for

download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

10. Submission of Online Bids: Bidders have to submit their bid online after successfullyfilling the bids within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid and submit it within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

11. Submission of Earnest Money Deposit: The bidder will be required to submit their Tender processing fee and Earnest Money Deposit by way of E-transfer to the Bank Account details as mentioned inthistender document. In case the bidder is exempted from submitting EMD, the exemption certificate should be uploaded by the bidder. The Supplier will also upload scanned copy of EMD Transfer receipt along with other details during online bidding under Cover A.

12. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case the requirements are incomplete, the next, i.e. technical and commercial envelopes of the bidders concerned received online shall not be opened. The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view open details online.

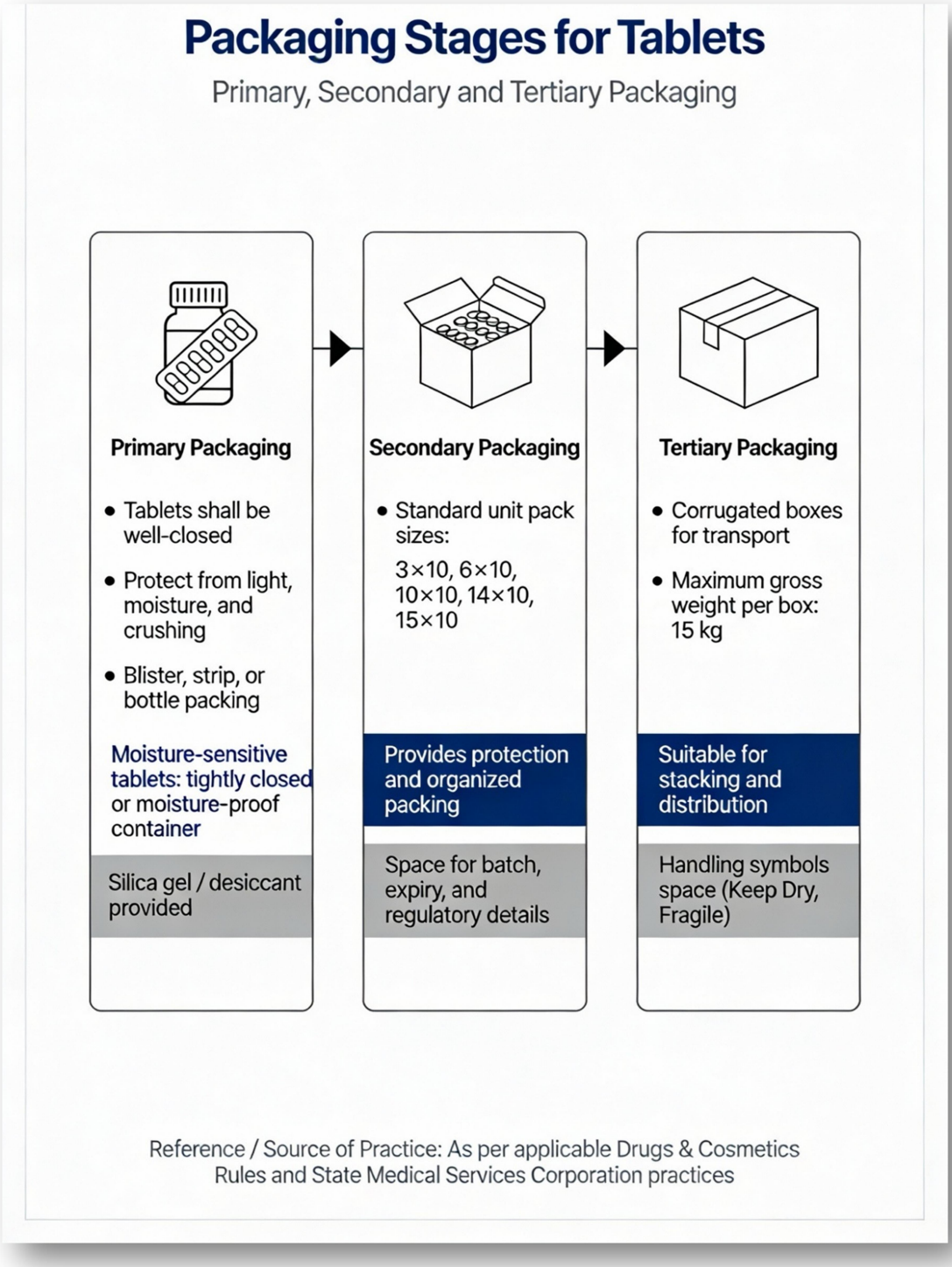
13. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries/assistance, bidders may contact:

(a) The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 419 9140 (9am – 11pm) OREmail helpdesk at helpdesk.cgeproc@gmail.Com

(b) Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech& Biotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158) email: pro-chips@nic.in

## Section 10: Standard Packaging Requirement



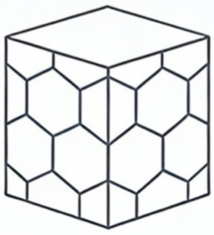
# Packaging Requirements for Oral Liquids & Syrups




**Stage 1**
Suitable measuring caps or cups to be provided
Clear and accurate dose measurement ensured

**Stage 2**
Dry syrup cap induction seal



**Stage 3**
Pediatric formulations to be supplied in mono-packs Use of square honeycomb packaging boxes for added protection



**Stage 3**
**Dry syrups:**
Induction-sealed bottles mandatory
Seal to prevent tampering and moisture ingress






**Stage 4**
Tertiary packaging suitable for safe transport
Maximum gross weight per box: 15 kg

# Primary Packaging Materials for Pharmaceuticals

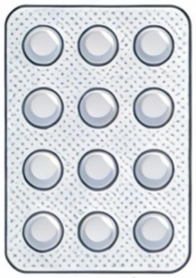
Safety, Compatibility, and Regulatory Compliance



## Glass

Type I (borosilicate glass) preferred for most pharmaceuticals

- Tested for light transmission
- High hydrolytic resistance



## Plastics

Acceptable polymers: HDPE, LDPE, PP, PET

Must comply with pharmacopeial standards

Shall not leach, absorb, or react with drug contents

**Medicine Container / Primary Packaging Materials**



## Metals

Aluminum / stainless steel components

- Excellent tamper evidence
- Impermeable and shatterproof



## Rubber Closures

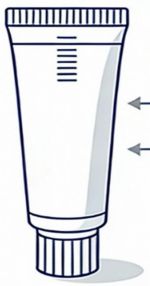
Non-extractable and chemically inert

- No interaction with drug contents
- Must meet EP / JP / USP requirements

All primary packaging materials shall conform to pharmacopeial standards:

**IP | BP | USP | EP**

# Packaging Requirements for Ointments & Creams

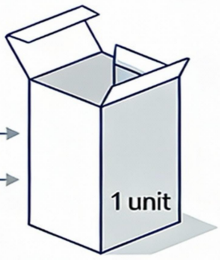


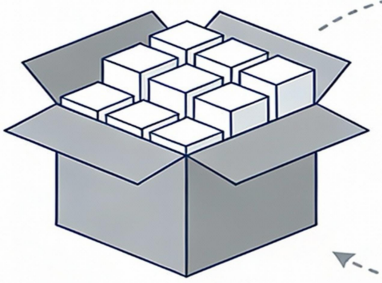
## Stage 1 Primary Pack Integrity

- Tubes to be hermetically sealed
- Polythene cover to be provided for protection

## Stage 2 Individual Consumer Packing

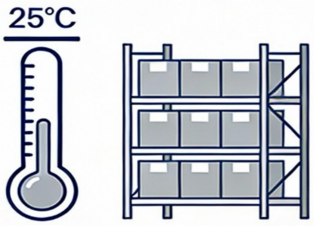
- Each tube to be packed in individual mono-cartons
- Prevents contamination and ensures traceability



## 3 Terttiar Packaging Configuration

- 30–60 g tubes: 12 packs per tertiary carton
- 15 g tubes: 20 packs per tertiary carton




## 4 Storage & Temperature Control

- Storage temperature to be 25°C or below
- Conditions to be maintained during storage and handling

# Labeling Compliance Checklist

For Government Medical Supplies

## Core Identification

- ✓ INN / Generic name (prominently displayed)
- Batch tag
- ✓ Strength and dosage form
- ✓ Batch number (clearly traceable)
- ✓ Manufacturing / batch date
- ✓ Expiry date (uncoded and clearly visible)




## Content & Usage

- ✓ Net contents (units / ml / g)
- ✓ Storage instructions, including temperature
- ✓ Directions for use and warnings
- ✓ Route of administration (IM / IV / SC) for injectables

## Regulatory & Tender Compliance

- ✓ Manufacturer name and full address
- ✓ Drug name in Hindi (India requirement)
- ✓ Tamper-evident features intact
- ✓ No MRP printed for government supply
- ✓ Marked as 'Government Supply / Not for Sale' for tenders
- ✓ No identity marks on seals or caps

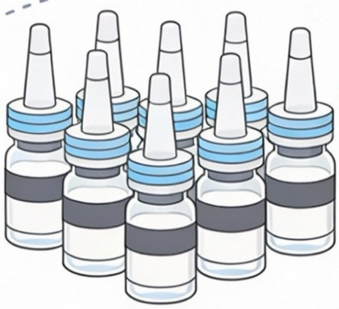
# Packaging Requirements for Eye / Ear / Nasal Drops

Stage 1
Individual mono-cartons for each unit

Sterilized dispensing device mandatory

Ensures aseptic delivery and patient safety



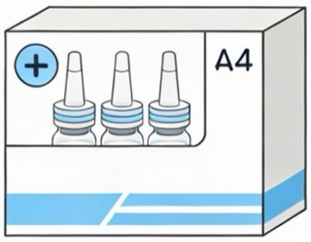


Stage 2
**10 primary packs to be hermetically sealed**

Prevents contamination and leakage

Stage 3
**2–5 primary packs per secondary box**

Organized and protective grouping




Stage 4
**Vials with flip-off caps mandatory**

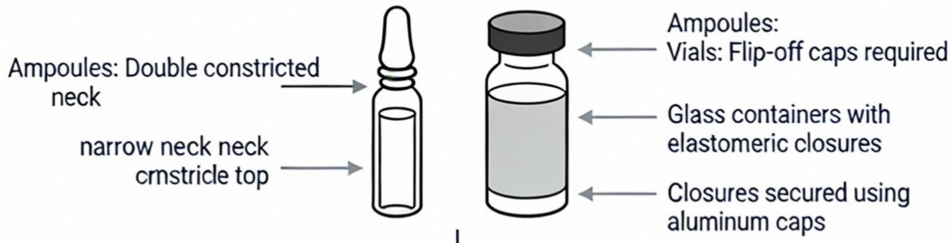
Maintains sterility until first use



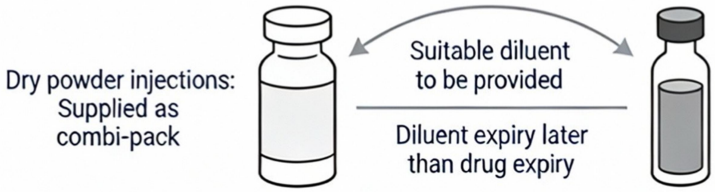
# Packaging Requirements for Injections & Parenterals

Ampoules, Vials, and Dry Powder Injections

## Stage 1 - Container Integrity

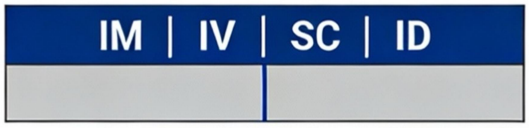



## Stage 2 - Drug-Diluent Configuration

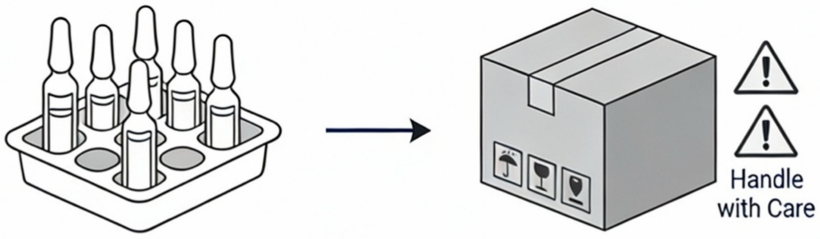



## Stage 3 - Label & Route Identification

Label must clearly state route of administration:




## Stage 4 - Protection & Transport




Protective secondary packing to prevent breakage

Corrugated boxes for transport and distribution

Reference / Source of Practice: As per applicable Drugs & Cosmetics Rules and State Medical Services Corporation practices