Chhattisgarh Medical Services Corporation Limited

E-Tender for Supply of Consumable Items Year 2026-27

Tender reference No:221(R)/CGMSC/Consumable/2026-27
Date 05-05-2026
Eproc No.- 190241

Chhattisgarh Medical Services Corporation Limited
4th Floor, C.G Housing Board Commercial Complex,
Southeast Corner Sector 27, Atal Nagar,
Nava Raipur (CG) Pin 492015

Website:*https://cgmsc.gov.in*

Email *: medicine.cgmsc@gov.in*

छत्तीसगढ मेडिकल सर्विसेस कार्पोरेशन

हाऊसिंग बोर्ड कमर्शियल कॉम्प्लेक्स , चतुर्थ तल, दक्षिण पूर्व कार्नर ,
सेक्टर 27 , अटल नगर , नवा रायपुर (छ . ग .)-492015

निविदा सूचना क्र . /01/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 उपकरण, फर्नीचर सामग्री की आपूर्ति , बायोमेडिकल उपकरण रखरखाव , हाट बाजार, 1099 मुक्तान्जली , रूरल एमएमयू , प्रयोगशालाओं के साथ अनुबंध किये जाने (Laboratories Empanelment) एवं कालातीत औषधियो के निष्कासन हेतु प्रतिष्ठित फ़र्म से निविदायें आमंत्रित की जा रही है।

निविदा दस्तावेज और नियम इत्यादि का विवरण दिनांक **02/04/2026 से 30/06/2026** 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 ।

दिनांक 01/04/2026
(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

C.G. Housing Board, Commercial Complex, 4th Floor, South East Corner,
Sector-27, Atal Nagar, Nava Raipur (C.G.) – 492015
Tender Notice No./ 01/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, Furniture items, Biomedical Equipment maintenance, Haat Bazar, 1099 Muktanjalee, Rural MMU, Laboratories Empanelment & Providing service for disposal of Expiry drugs 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 **02/04/2026 to 30/06/2026** and visit above websites for various amendments on tenders issued time to time

Date: 01/04/2026
(Approved by MD, CGMSCL)

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

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Disclaimer[1]

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 an invitation to submit bids in accordance with applicable procurement laws and does not constitute a binding contract until execution of the Contract pursuant to Letter of Indent (LoI). 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.

Nothing contained in this Tender Document shall exclude or limit any statutory, fiduciary, or constitutional obligations of CGMSCL under applicable law. 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 con-

[1] Certain clauses contained herein may be modified, deleted, or supplemented, as applicable, based on the nature and technical specifications of the relevant Consumable(s). Such variations shall be undertaken only to the extent necessary to align with the specific characteristics and regulatory positioning o

tained 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 and Glossary

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 Analysis
COPP	Certificate of Pharmaceutical Products
CSPO	Central Stores Purchase Organisation
CT	Clinical Trials
DCGI	Drug Controller General of India
DGS & D	Directorate General of Supplies and Disposals
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, 2017
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
KVIC	Khadi and Village Industries Commission
L1	Lowest Evaluated Price
LCBS	Least Cost Based Selection
LLP	Limited Liability Partnership
MCGM	Municipal Corporation of Greater Mumbai
MD	Medical Device
MDR	Medical Device Rules, 2017

Abbreviations/Acronyms	Description
MRP	Maximum Retail Price
MSC	Market Standing Certificate
MSEs	Micro and Small Enterprises
NABL	National Accreditation Board for Laboratories
NEFT	National Electronic Funds Transfer
NPPA	National Pharmaceutical Pricing Authority
NSIC	National Small Industries Corporation Ltd.
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
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

221(R)/CGMSC/Consumable/2026-27 Date 05-05-2026

Managing Director, Chhattisgarh Medical Services Corporation Limited invites **ONLINE BID** for the year **2026-27** in **two envelope system** from the manufacturers/importers for the purchase of following items:

S. No.	Description	Tender Fee (Rs.)	EMD (Rs.)
1.	**Schedule of Requirement as per Appendix– A**	INR 5,000 (Indian Rupees Five Thousand Only) (GST @ 18% thereon).	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) consumables. However, if the Bidder is submitting its Bid quote for more than 8 consumables, then for each additional consumables beyond 8 number of consumables, the EMD amount shall correspondingly increase by a value of Rs. 25,000/- per additional consumable, subject to a maximum EMD amount of **Rs. 5.00 lacs.** **Example:** • Till 8 consumables: **EMD = Rs. 2.00 lakhs** • For 10 consumables: Rs. 2.00 lakhs + (2 × Rs. 25,000) = Rs. 2.50 lakhs • For 20 or more consumables: **EMD capped at Rs. 5.00 lakhs**

Delivery terms: Delivery at the assigned Consignee address as per bid conditions.

Interested eligible bidders may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from the tendering website e-proc.cgstate.gov.in

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:

Sr. No.	Activity	Period
1	**Period of sale of Tender Document/ download**	**from 05.05.2026**
2	**Date for submission of queries**	before pre-bid meeting
3	**Date of pre-bid meeting**	**08.05.2026 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 4th Floor, C.G Housing Board Commercial Complex, Southeast Corner Sector 27, Atal Nagar, Nava Raipur (CG) Pin 492015)
4	**Last Date of pre-bid queries submission**	**11.05.2026 Time 03:00 PM**
5	**E- tender submission duration**	**from 05.05.2026 to 19.05.2026**
6	**Last date submission of Bid: (Bid Due Date)**	**19.05.2026**
7	**Validity of Tender**	180 days from the Bid Due Date
8	**Date and time of receipt of samples for qualitative evaluation (If Applicable)**	Three samples of each quoted Consumable/Kit/Others should be submitted to CGMSCL Head Office in such a manner that samples are received at CGMSCL Head Office till date **25.05.2026 05:00PM**. Item code should be mentioned in the sample. Without item code sample will not be entertained. Physical verification of will be part of technical evaluation, only satisfactory items will be considered for opening of price-bid.

Address for communication: 4th Floor, C.G Housing Board Commercial Complex, Southeast Corner Sector 27, Atal Nagar, Nava Raipur (CG)- 492015.

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**") 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:** 540902050000103.

- **IFSC Code:** UBIN0554090
- **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

Fact Sheet

Clause Reference	Topic
Price Bid Evaluation	***The method of selection is L***1 – Lowest Evaluated Price Method for Goods Procurement
Downloading Tender Document	Tender Document can be downloaded from e-proc.cgstate.gov.in.
Earnest Money Deposit (EMD)	Bidders are required to pay the EMD **as per Clause 3.4.**
Scope of Work	Supply of Consumable(s) **(2026-27)** for use of various public health institutions in the State.
Pre-bid meeting and clarifications	A Pre-Bid Meeting will be held on **08-05-2026 11:00 AM** Bidder may submit queries through email on **medicine.cgmsc@gov.in** before scheduled time of pre-bid meeting.
Taxes	For all goods/services supplied, the 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	Bids must remain valid till 180 days from the Bid Due Date.
Submission of Responses	Bidders must upload and submit all the documents on the e- tendering 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**. 19.05.2026** will not be accepted by the e-Proc portal (*https://eproc.cgstate.gov.in)*
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).**
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 4th Floor, C.G Housing Board Commercial Complex, Southeast Corner Sector 27, Atal Nagar, Nava Raipur (CG) Pin 492015. 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.

Managing Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL), Nava Raipur, hereinafter referred to as the ("**Tending Inviting Authority (TIA)**") invites online Bid in two envelope single stage system for supply of item specified in 'Appendix-A Schedule of Requirements', for 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.

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.

All activities related to this bid shall be conducted online through the website e-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 Earnest money deposit (EMD amount). The Bid shall be liable to be rejected summarily upon failure to follow procedure in this regard as prescribed in the Tender Document.

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. 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

This Tender shall be governed by the provisions of the Chhattisgarh Store Purchase Rules, 2002, General Financial Rules, 2017 (updated as on 2024 and amended from time 2.2.to time), and the Manual for Procurement of Goods, 2024, issued by Depart-

ment 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.

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

Section 2: General Definitions

The terms and conditions of the e-Proc Portal shall be read harmoniously with the terms and conditions of this Tender Document, however, in case of any discrepancy, the terms and conditions of this Tender Document shall prevail over the terms and conditions of the e-Proc Portal.

2.1. Definitions

2.1.1. "**Applicable Laws**": shall mean all laws and regulations brought into force and effect by Government of India**,** the State Government of Chhattisgarh or Food and Drug Administration including the CDSCO norms, Drugs and Cosmetics Act 1940, the Medical Device Rules, 2017 (MDR) and other rules, regulations, notifications, directives, policies and office memorandums, made thereunder and as amended from time to time and judgements, decrees, injunctions, writs and orders of Hon'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 Tender Document or Contract.

2.1.2. "**Bid / Tender**: shall mean the two-envelope submitted i.e., envelope no. 1 (Technical Bid including EMD) and envelope No. 2 (Price Bid), collectively.

2.1.3. **"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.

2.1.4. "**Blacklisting**" or "**Debarring**": shall mean any event, as mentioned hereinbelow, occurrence of which will prevent the Bidder from participating in the future bids of TIA for a specific period from date of blacklisting or debarring. The period of Blacklisting/Debarring shall be decided on the basis of number/nature of violations in the tender conditions and the loss/hardship caused/likely to be caused to the TIA on account of each such violations.

2.1.5. **"Consumables"** shall mean goods intended for single-use or limited-life use in healthcare or allied services, including (i) notified medical devices under MDR 2017, and (ii) non-drug, non-medical device items governed by BIS/ISO or equivalent standards, as specified in Annexure-1.

2.1.6. "**Consignee**": shall mean the end user designated by the TIA to receive Consumable(s).

2.1.7. "**Contract**": shall mean a contract for the supply of an approximate 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.

2.1.8. **"Government":** shall mean the Government of India or a State Government of Chhattisgarh, as the case may be, and includes agencies and public sector enterprises under it, in specific contexts.

2.1.9. **"Medical Device Rule (MDR), 2017**": shall mean the 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.

2.1.10. **"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 Licensing Authority or Central Drugs Standard Control Organization (CDSCO).][2]

2.1.11. **"Notification of Award" or "NoA":** shall mean the intimation informing the successful Bidder, the approximate quantity for which the Tender Document is awarded and requiring the Bidder to execute a Contract in the prescribed format and to submit the Performance Security within a specified time so as to become a Supplier.

2.1.12. **"Period of Contract":** The Rate Contract shall be valid for **two (2) years** from the date of execution, extendable by **one (1) additional year** with approval of the competent authority, on same terms and rates and on mutual agreement.

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

2.1.14. **"Purchase Order":** shall mean to be an order issued by the TIA to the Supplier informing to supply the required quantity of the Consumable(s) at the contract price at various Consignees as mentioned in the Purchase Order.

2.1.15. **"Risk Purchase":** is the method of alternative procurement, with additional cost incurred by the TIA in making alternate purchases of the quantity defaulted by the any or more of the RC holder Supplier from other sources at a higher cost than L-1.

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

2.1.17. **"Tender Document":** The document published by the TIA containing the details of the Consumable(s)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 including any addendums/corrigendum published in relation thereto.

2.1.18. **"Unit":** means the singular unit of the Consumable(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.

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[2]As applicable, basis technical specifications of the Consumable(s). In case the Consumable(s) does not fall within the scope of Drugs and Cosmetics Act, 1940 (and any rules thereunder) or Medical Devices Rules, 2017, in such case the Purchaser may seek the Market Standing Certificate issued by a Statutory Auditor/Chartered Accountant.

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 3.8 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. 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) consumables. However, if the Bidder is submitting its Bid quote for more than 8 consumables, then for each additional consumables beyond 8 number of consumables, the EMD amount shall correspondingly increase by a value of Rs. 25,000/- per additional consumable, subject to a maximum EMD amount of Rs. 5.00 lacs.

Example:

- Till 8 consumables: EMD = Rs. 2.00 lakhs
- For 10 consumables: Rs. 2.00 lakhs + (2 × Rs. 25,000) = Rs. 2.50 lakhs
- For 20 or more consumables: EMD capped at Rs. 5.00 lakhs

The EMD will be as mentioned above for all firms unless exempted under Clause 3.4.7.

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 account, or be submitted in the form of irrevocable Bank Guarantee issued in favour of the Managing Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL) from any Nationalized or Scheduled bank, as per the format provided in Annexure-13, 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 (Two hundred 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-Proc Portal **[**A Bidder needs to furnish/pay a minimum EMD amount of Rs. 2 lac, however, if the Bidder is submitting its quote for more than one Consumable(s), then for each additional Consumable(s), the EMD amount shall correspondingly increase by a value of Rs.25000/- per additional Consumable(s), subject to a maximum of Rs. 5 lac, unless exempted under Clause 3.4.7. In case, the value of EMD submitted by the Bidder does not correspond in value as per terms above, to the number of Consumable(s) for which the Price Bid is submitted, then the number of Consumable(s) starting at the top which corresponds to the actual EMD amount will only be considered for evaluation. For avoidance of doubt, the quoted items by the Bidder will be counted in sequence up to the value of EMD deposited. However, without minimum EMD the Bid will not be considered at all.**]**[3] **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 for 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 the TIA under the Tender Documents and/ or under the Contract, or otherwise, the TIA may forfeit the EMD and/or blacklist the Bidder upon occurrence any of the below-mentioned circumstances:

As applicable, basis technical specifications of the Consumable(s). In case the Consumable(s) does not fall within the scope of Drugs and Cosmetics Act, 1940 (and any rules thereunder) or Medical Devices Rules, 2017, in such case the Purchaser may seek the Market Standing Certificate issued by a Statutory Auditor/Chartered Accountant.

To be retained if a multiple Consumable(s) are being procured, in case a single Consumable(s) is being procured this clause should be deleted.

a) A Bidder fails to accept the Purchase Order; or

b) a Bidder engages in an Unethical Practice as defined in Clause 3.23 of this Tender Document; or

c) 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

d) the Selected Bidder fails within the specified time limit -:

(i) to sign and return the duplicate copy of NOA; or

(ii) To sign the Contract in accordance with terms and conditions or.

(iii) To furnish Performance Security within the period prescribed therefore in this Tender Document.

e) EMD forfeiture, if any, shall be item-specific, proportionate, and subject to issuance of a show-cause notice and reasoned order.

f) the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security; or

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 consumables 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-Proc System**

All the Bidders are required to register themselves on the centralized portal https://eproc.cgstate.gov.in besides fulfilling any state specific registration norms.

Bidders 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. Also 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-Proc system integrator:

M/s. Mjunction Services Limited, Raipur – 492001

Toll free 1800 419 9140 or

Email: helpdesk.cgeproc@mjunction.in.

The Vendor should 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: https://dpdmis.in/Vregistration/login

The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the 'e-Proc Portal' of the TIA, duly signed in digital form by the authorized signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Price Bids in BOQ/digital format (i.e. scanned copy of original signed documents and the supporting documents). 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-Proc Portal. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the TIA and shall ensure that there are no changes caused in the content 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 Digital Certificate, 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 / 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.

3.5.2. **Technical Bid: 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 Micro & Small, Medium Industries Development Act, 2006);

2. Manufacturing license: The bidder must possess a valid manufacturing license issued under the Medical Devices Rules, 2017 by the State Licensing Authority or the Central Licensing Approving Authority, as applicable. In cases where the license has expired, a duly acknowledged renewal application along with the previous license shall be considered acceptable. The license must have been duly renewed up to date and the quoted items along with item code in the tender shall be clearly highlighted in the license. ISO-13485/9001/14000 certificate

3. License issued by CDSCO/State Licencing Authority, as the case may be.

4. Importer Exporter Code (IEC) certificate (applicable for imported items only);

5. ISI/BIS/CE/USFDA/QMS certifications, as the case may be;

6. Original literature/ photographs mentioning all technical specifications & user manual for the Consumable(s) quoted.

7. [Market Standing Certificate for the last three financial years preceding the Bid Due Date issued by Licensing Authority/CDSCO for such Consumable(s);][4] In case, the bidders is submitting the bids through loan licensee the Market Stand-

[4] As applicable, basis technical specifications of the Consumable(s). In case the Consumable(s) does not fall within the scope of Drugs and Cosmetics Act, 1940 (and any rules thereunder) or Medical Devices Rules, 2017, in such case the Purchaser may seek the Market Standing Certificate issued by a Statutory Auditor/Chartered Accountant.

ing Certificate of the manufacturing unit of Loan Licensor will also be considered valid."

8. Appendix A: (Schedule of Requirements);

9. Appendix B: (Checklist);

10. Annexure 1: (Technical Specifications, Compliance and Deviation, if any Sheet);

11. Annexure 2: (Letter Comprising Technical Bid);

12. Annexure 3: (Production detail certificate);

13. Annexure 4: (Details of Manufacturing Unit);

14. Annexure 5: (Details of Item Quoted with Item code);

15. Annexure 6: (Annual Turnover Statement for three Years) from sale of Medical Consumables/Medical Devices/ Drugs & Pharmaceuticals business along with Copies of Balance Sheet and Profit and Loss Accounts for last 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);

16. GST Registration certificate along with copy of the GST return of last quarter.

17. PAN card of the Bidder.

18. Annexure 7: (Format of Power of Attorney for signing of Bid), except for proprietorship. The Power of Attorney should be duly supported by the instruments such as resolution of board etc. authorizing an officer of the bidder for signing the bid document.

19. Annexure 8: (Undertaking for rates, specification, blacklisting);

20. Annexure 9: (Non-Conviction Certificate);

21. Annexure 10: (Bank Mandate Form);

22. Annexure 11: (Manufacturer's Authorization Form), if applicable

23. Annexure 12: (Format of Authorization Letter for Imported Consumable(s)for Authorized Distributor);

24. [Annexure 14: Declaration for Non-Drug/Non-Medical Device Items][5], if applicable; and Incorporation / Registration Certificate of Bidder.

25. Annexure- 15 (Bank Guarantee format for EMD), if applicable

26. Annexure-16 (Pre-Contract Integrity Pact)

27. Authorization letter nominating a responsible person of the Bidder to attend the meetings like pre bid & negotiation meeting

28. 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.

29. Vendor registration certificate(optional) -Vendors may apply for registration on the CGMSC portal; however, registration is not mandatory for participation in this tender.

30. Bid & bidder information (Mandatory) Download Zip file from Tender Attachment in e-Procurement portal

31. Technical data sheet of the product quoted, Brochure/Leaflet/Manual/ Literature of original catalogue of the product. (in color scan copy of original Document)

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

32. Schedule-1 (Contract Form)

33. Schedule-2 (Performance Security form)

34. Schedule-3 (place or places or Consignee locations)

Note: In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided.

Note:- 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

[5] As applicable, basis technical specifications of the Consumable(s). In case the Consumable(s) does not fall within the scope of Drugs and Cosmetics Act, 1940 (and any rules thereunder) or Medical Devices Rules, 2017.

that no documents will be accepted/ replaced in any manner whatsoever. Only clarification letter will be accepted

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

3.5.4. **Price Bid:**

A. Every Bidder shall submit their financial quote for Consumable(s) in the prescribed proforma 'Price Bid' form (BOQ) (refer Annexure 13) online on the e-Proc Portal in Indian Rupees only. The Price Bid for the supply of Consumable(s) with conditions like 'AT CURRENT MARKET RATES' shall not be accepted. CGMSL shall not be responsible for any payments with respect to damages, handling, clearing, transport and insurance charges. The deliveries should be made as stipulated in the place/consignee address in the Purchase Order placed with successful Bidder. Conditional bids are not accepted and are liable for rejection.

B. The Price Bid shall be submitted only online in the format given; no hard copy of Price Bid shall be submitted. In case a Bidder submits Price Bid in hard copy, such bid shall be summarily rejected.

C. The Price Bid (BOQ) file shall be available to be downloaded from the e-Proc Portal, and the Bidder shall quote the prices for respective Consumable(s) as per Annexure 13 and upload the same on the e-Proc Portal. The Bidders shall not rename the BOQ files downloaded. Bidders are allowed to enter the Bidder's name & values only.

D. Price Bid in Annexure 13 should not be submitted in Technical Bid. If the Price Bid is submitted in Technical Bid, the Bid will be rejected.

E. The rates, with detailed break up should be quoted as per the prescribed format available on the e-Proc Portal. The Bidder shall quote their Price Bid as per Annexure 13. Nothing else should be written or filled in Annexure 13. The rates should be comprehensive as per the terms of the Tender Document. The rates entered by the Bidder, as per the format outlined in Annexure 13 (Price Bid), shall be presumed, in all cases, as the net price inclusive of all duties, levies and taxes. No payment against any duty / delivery charges etc., will be considered under any separate heading under any circumstances.

F. 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 will not accepted and will be liable for rejection.

i. 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 TIA immedi-

ately about such reduction in the contracted prices. The TIA shall 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.

G. 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 Consumable(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.

H. The rates accepted will be binding on the Bidder during validity of the bid and after execution of Contract for at least one and a half year (18 Months). [Purchases may be made on staggered basis as per the requirement of the TIA][6].

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

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 translat-

[6] To be modified basis technical specifications.

ed 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 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-Proc portal.

3.9.3. Any addendum corrigendum uploaded on e-Proc Portal 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 on e-Proc Portal.

3.10. Acknowledgement by Bidder

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

a) made a complete and careful examination of the Tender Documents.
b) received all relevant information requested from the TIA.
c) satisfied with all matters, things, and information necessary and required for submitting an informed Bid, of the Contract/ Purchase Order in accordance with the Tender Document and performance of all of its obligations thereunder.
d) 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 the TIA, or a ground for termination of the Contract

by the Supplier; acknowledged that it does not have a 'Conflict of Interest'; and agreed to be bound by the undertakings provided by it under and in terms hereof.

3.10.2. The TIA shall 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 TIA reserves 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 thereof. In the event that the Tender Inviting Authority (TIA) rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.11.2. The TIA 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 TIA, the supplemental information sought by the TIA 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 TIA 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 TIA, 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 TIA to the Bidder, without the TIA being liable in any manner whatsoever to the Bidder. The TIA 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 TIA may have under this Tender Document, the Contract, Purchase Order or otherwise.

3.11.5. The TIA 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 so required by the TIA, 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 TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder.

3.11.6. The TIA 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 and Clarifications

3.12.1. **Pre-bid Schedule:** 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 on the via email at least two (2) days prior to the scheduled meeting.

3.12.2. **Pre-Bid Submissions:** 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.in** no later than one (1) 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. No communication be entertained after pre bid meeting and no claims be entertained there after

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. Non-attendance at pre-bid meeting shall not be a cause for disqualification of the Bidder.

3.12.4. **Amendments/Corrigendum issuance**: 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-Proc Portal. No individual communication shall be made to Bidders. The Tender Document shall be read in conjunction with such modifications.

3.12.5. **No-rights clause for 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. TIA reserves the right to reject the same. Bidders requiring any clarification on the Tender Document may notify the TIA 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 TIA shall endeavour to respond to the queries within reasonable time. The TIA will post all the queries and its responses on the e-Proc Portal without identifying the source of queries.

3.12.6. **Bid Rejection:** It is essential that during the whole application process Bidder follows the recommended process and ensures the completeness and correctness of information and adheres to specified timelines. Following are the common grounds for bid rejection

a) Non-submission of tender within stipulated time.
b) Submission of tender without Tender document fee.
c) Tender supporting document not submitted in separate envelopes as per conditions and the envelopes are not super scribed with details of the tender enquiry and part enclosed.
d) Non-payment of Earnest Money Deposit (if not exempted).
e) Non-submission of required documents as shown in general condition and Annexure-1.
f) Conditional offers: Conditional and / or vague offers.
g) Unsatisfactory past performance of the tenderer.
h) Rates have been shown elsewhere than Commercial Bid part.
i) Items with changes / deviations in the specifications / standard / grade / packing /quality.
j) Rates are quoted in technical bid.
k) Stamp paper is not as per statutory provisions.
l) Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
m) Tender did not fill up properly as mentioned in the tender document.
n) Non-submission of authority letter in prescribed format for imported items.
o) Non submission of Micro/small enterprise Registration certificate and valid CSPO/NSI.C./DGS & D/KVIC (if applicable).
p) Self-Attested certificate from the bidder regarding MSME status on due date of tender.

3.12.7. The TIA may respond to the questions raised or clarifications sought by the Bidders in writing. However, the TIA 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 TIA to respond to any question or to provide any clarification.

3.13. Modification/substitution/withdrawal of Bids

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

3.14. Proprietary data

All documents and other information supplied by the TIA or submitted by a Bidder to the TIA shall remain or become the property of the TIA. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for prepa-

ration and submission of their Bid. The TIA will not return any Bid, or any information provided along therewith.

3.15. Correspondence with the Bidder

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

3.16. Bid Evaluation Process

3.16.1. The TIA shall open the Technical Bids on the Bid Due Date as specified in Bid Schedule, e-Proc Portal and in the presence of the Bidders who choose to attend.

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

3.16.3. The technical evaluation of the bids shall be carried out by the designated officials of CGMSCL

3.17. Confidentiality

3.17.1. 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 TIA in relation to, or matters arising out of, or concerning the bidding process. The TIA 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 TIA 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 TIA or as may be required by law or in connection with any legal process.

3.18. Clarifications regarding Evaluation

3.18.1. To facilitate evaluation of Bids, the TIA 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 TIA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.18.2. If a Bidder does not provide clarifications sought under Clause 3.18.1 above within the prescribed time, its Bid may be rejected. In case the Bid is not rejected, the TIA 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 TIA.

3.18.3. Bidder shall ensure that, all correspondence with the TIA shall be through the official email id mentioned in Annexure 4 submitted by the Bidder.

3.19. Selection of Bidder

3.19.1. The Bidders are required to register on the e-Proc Portal for submission of their Bids in accordance with the procedure set out therein. Bidders are requested to visit the e-Proc Portal for the details related to online registration and submission of Bids. A Bidder may familiarize itself with the e-Proc Portal and in accordance with the instructions given on the e-Proc Portal (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 of Tender Document from e-Proc Portal and undertake the final Bid submission through the e-Proc Portal. Bids which are submitted on the e-Proc Portal alone will be accepted by the TIA.

3.19.2. A Bidder may submit its Price Bid for one or more Consumable(s) in accordance with terms of this Ternder Document. A Bidder is required to furnish all the specified documents in respect of each consumable for which the Bidder submits its Price Bid.

3.19.3. Bids of Bidder who have furnished all the required documents in respect of each of the item 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 consumable item(s) will be rejected. Utmost care should be taken to see that all the required documents are uploaded.

3.19.4. The Bidder's whose Bids are determined to be responsive to the requirements outlined in clause 3.19.3 shall be eligible for technical evaluation in accordance with clause 4.1 of the Tender Document.

3.19.5. 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.

3.19.6. Upon conclusion of the Price Bid opening, the lowest quoted offer(s) for each item shall be considered the lowest (L1) bidder with regard to such item. Price negotiation shall not be routine and shall be undertaken only in exceptional circumstances (such as abnormally high rates, budgetary constraints, or market volatility) and in accordance with GFR 2017 and CVC guidelines, with recorded justification and the final negotiated price shall be deemed as final L1 price for each consumable. The Bidder(s) offering the L1 rate for the specified consumable item(s) will be declared as the selected Bidder for those consumables(s) ("**Supplier**"). manufactured

3.19.7. **Tie- Breaker Mechanism:** 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 Contract 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.

Parallel Rate Contract Rule: The TIA shall, subject always to the provisions outlined in this clause below, notify the other Eligible Bidders who have quoted prices higher than the L-1 prices for all Consumable(s) 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 Consumable(s) shall be considered for multiple supplier empanelment. For this a maximum of two bidder 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. Matched L1 bidders must submit a monthly supply plan aligned to allocated quantity. Failure beyond 2 months triggers automatic reallocation to L1 bidder.

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.

3.19.8. The allocated quantities to the respective supplier are only approximate estimated quantities. The Managing Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL), Nava Raipur, reserves the right to increase or decrease the quantities', as per requirement of indenter without assigning any reason thereof.

3.19.9. Subject to Clause 3.19.8, TIA will issue LoI to the parallel contract Bidder specifying 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 LoI, 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.

3.19.10. The notified Bidder shall within 2 (two) days from the receipt of NOA submit to TIA its acceptance to LoI.

3.20. Unethical Practices

3.20.1. CGMSCL's policy to require 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 TIA'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 TIA 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 TIA.

3.20.2. The TIA 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 TIA 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 TIA.

3.21. Code of Integrity

Any person participating in a procurement process shall-

i. Not offer 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 TIA 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.

The TIA 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 TIA reserves the right to terminate the Contract, forfeit EMD/ Performance Security (as applicable) and debar/blacklist the Supplier.

3.22. Dispute Resolution

3.22.1. 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.

3.22.2. 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.

3.22.3. 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.

3.22.4. 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 TIA agree and undertake to carry out such Award without delay.

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

3.23. Governing law and jurisdiction

3.23.1. 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.

3.24. Indemnification

3.24.1. 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 Consumable(s) supplied under this tender.

3.24.2. The TIA, 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 Consumable(s), whether arising from negligence, breach, or otherwise.

3.24.3. The Supplier shall indemnify and hold harmless the TIA 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 pharmacopeial standards.
c) use of patent-protected or counterfeit materials.
d) any third-party claims due to injury or loss attributable to the Consumable(s) supplied.

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

3.24.5. The TIA's total liability under this Contract shall, in any circumstance, be limited to the value of the Consumable(s) actually supplied and received under the specific Purchase Order concerned.

3.25. Saving clause:

Nothing herein shall bar any statutory remedy available under applicable law. In the event of any inconsistency between this Tender Document and applicable procurement rules, statutory provisions, or government guidelines, the latter shall prevail to the extent of such inconsistency.

3.26. Force Majeure:

3.26.1. If at any time the Bidder has, in the opinion of the CGMSCL, delayed the supply of Consumable(s) 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 Consumable(s) 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** from the date of occurrence of such event with necessary documentary evidence. Force Majeure shall be interpreted in accordance with Section 56 of the Indian Contract Act, 1872, and evaluated on a case-to-case basis. 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 ground of force majeure events.

3.27. Performance Security

3.27.1. The Successful Bidder shall, at the time of execution of the Contract, submit a Performance Security to the TIA. The amount of such 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. Performance Security shall remain valid for **Contract Period + 60 days.**

3.27.2. 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).

3.27.3. The Performance Security will be discharged by the TIA and returned to the Supplier **not later than 60 days** following the date of completion of the Supplier's performance obligations under the Contract.

3.27.4. 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 TIA thinks fit and proper, as the terms of this Tender Document.

3.28. Execution of Contract

3.28.1. 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 TIA. 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.

3.28.2. 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.

3.29. Method of Placing Purchase Orders

3.29.1. Subject to clause 3.18, clause 3.19 and clause 3.20, the Bidder, who executes the Contract for the supply of the Consumable(s) along with Performance Security and processing fees, shall be eligible for the placement of Purchase Orders.

3.29.2. CGMSL shall issue the Purchase Order upon execution of the Contract but before the first anniversary of the date of execution of the Contract.

3.29.3. The Supplier shall submit a printed catalogue/original Consumable(s) literature containing all the operational guidelines of the Consumable(s) by OEM.

3.30. Blacklisting of Supplier on withdrawal of Bid

3.30.1. If the Bidder fails to (i) submit acceptance to NOA, or (ii) pay processing fees (iii) execute the Contract, or (iv) deposit Performance Security, or (v) perform the obligations as per the conditions in the Tender Document, or (vi) commits default in the performance of the contract, such Bidder will be blacklisted for a period of 2 years by

TIA, from the date of intimation besides forfeiture of Earnest Money Deposit (EMD) / Performance Security, as applicable.

3.30.2. The Bidder who has withdrawn its Bid after opening of the Technical Bid and before the TIA finalizes and places the Purchase Order, either fully or partially, shall be blacklisted for a period of one (01) year from the date of intimation by the TIA, in addition to forfeiture of the Performance Security / EMD

3.31. Procedure for Blacklisting/Debarment

3.31.1. In the event of instance indicated under Clauses 3.31, a show cause notice shall be issued to the Supplier calling for explanation within 7 days from the date of notice. Debarment shall be effected only after personal hearing and by a reasoned speaking order, with right of appeal as per Schedule-4. On receipt of explanation from the Supplier, the Managing Director, CGMSL, may take appropriate action on merits of the case and impose damages as per Clause 4.8 of this Tender Document on the unsupplied value or blacklist the particular Consumable(s) of the Supplier or blacklist the Supplier, as deemed fit besides the termination of Contract and/or Purchase Order issued thereunder and forfeiture of Performance Security and processing fee.

3.31.2. If a particular Supplier has been blacklisted for a particular Consumable(s) according to the procedure stated above, the Supplier shall not be eligible to participate in any of the tenders for that particular Consumable(s) floated by the TIA, until the period of blacklisting is over.

Section 4: Specific Terms and Conditions

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

4.1. Eligibility Criteria and Supporting Documents to be Submitted.

4.1.1. The Bidder shall fulfil the below-mentioned eligibility criteria:

Sr. No.	Basic Requirement	Specific Requirement	Documents required
1	**Registered Legal Entity**	a. The Bidder shall be any person/ company/ Partnership Firm/ Society/ Proprietorship/Trust / Government-owned enterprise or any institution, registered under the Applicable Laws ("**Bidder**"): b. The Bidder shall be – i. A manufacturer, registered in India, having experience of manufacturing and selling the Consumable(s)for the last three financial years preceding the Bid Due Date. OR ii. In case of imported Consumable, the Importer or authorized distributer of such foreign manufacturer, provided that such authorized distributor is a regular supplier for such Consumable(s)for last three financial years preceding the Bid Due Date. "**Importer**" shall mean an entity such as a Company/ Society/ Trust/Partnership firm registered under applicable Act in India/ Government-owned enterprise or institution that engages in the process of bringing Consumable(s)or goods	a. Copy of GST Registration certificate issued by GSTN authorities; and copy of PAN Card. b. GST return of any month/any quarter not older than 3 months preceding the bid date c. Attested photocopy of valid Consumable(s) manufacturing license in form MD-5/ MD-9 / import license in form MD-15/ MD-19, or loan licensee as per MD-6/ MD-10 (as applicable), and other licenses, as applicable, duly approved by the State Licensing Authority/ CDSCO (as the case maybe) for each and every product quoted as per specification in the Tender Document. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. d. [Attested photocopy of valid manufacturing /import license with product list duly approved by the Licensing Authority. The license

Sr. No.	Basic Requirement	Specific Requirement	Documents required
		from outside India into the country's borders for commercial purposes.	must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. If quoted item is manufactured at different places, Manufacturing License & Performance certificate should be enclosed.][7] [Attested photocopy of valid manufacturing permission along with an undertaking as per format outlined in Annexure 14][8] **Note:** If the Bidder manufactures the quoted Consumables(s) at more than one premises, the Bidder shall submit the applicable license such as the manufacturing license, for each such premise. <u>Other documents to be submitted by the Bidder:</u> a. A certificate for production and sales as per the format outlined in Annexure 3.

[7] To be modified in accordance with the technical specifications of the Consumable(s). The following provisions shall be retained in the event that the Consumable(s) **fall within the scope** of the Drugs and Cosmetics Act, 1940 and/or the Medical Device Rules, 2017.

[8] To be modified in accordance with the technical specifications of the Consumable(s). The following provisions shall be retained in the event that the Consumable(s) **do not fall** within the scope of the Drugs and Cosmetics Act, 1940 and/or the Medical Device Rules, 2017.

Sr. No.	Basic Requirement	Specific Requirement	Documents required
			b. In case of the Bidder is an authorized distributer, the Bidder shall submit authorization letter from the manufacturer (OEM) as per Annexure 11 and Annexure 12, as applicable. c. In case of an Importer, the Bidder shall submit the import license for the items which are restricted under Foreign Trade Policy, Government of India. The list can be viewed from http://dgft.gov.in. For items which are not covered under restricted category, the Bidder shall submit valid IEC code certification as on Bid Due Date. d.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 consumables.
2	**Certifications/ registration**	The Bidder shall have to provide requisite certifications / registration.	a. Certificates of DPIIT (if applicable) b. Original manufacturer's certificate that the product is being used in country of origin, as applicable. c. Import Export Certificate (IEC Code), as applicable along with Affidavit of Importer regarding Consumable(s)being imported in India for last three years. d. ISO-13485/9001/14000 certificate, as applicable e. I.S.I. Certificate, if applicable; and

Sr. No.	Basic Requirement	Specific Requirement	Documents required
			f. BIS/CE/USFDA/QMS certifications, as the case may be.
3	**Past Experience**	Bidder to provide details of Past Experience/Production Details in Annexure 3 Micro, Small and Medium Enterprises existing in Chhattisgarh can claim exemption for past experience clause subject to submission of documentary proof.	***Bidder to provide details of Past Experience/Production Details in Annexure 3***
4.	**Average Annual Turnover**	Average Annual Turnover from Medical Consumables/Medical Devices/Drugs & Pharmaceutical business-related business (in last three financial years preceding the Bid Due Date shall be minimum Rs. **4 Crore/-** Firms participating as MSEs should have at least **1 Cr** as the annual average turnover. **Note**: The annual turnover of the bidder in any of the last 3 financial year should not be 'null'	Certificate issued by a statutory auditor/chartered accountant (as attached Annexure 6) along with audited financial statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted. The Turnover should be certified by the Chartered Accountant/statutory auditor (specifying UDIN).
5	**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).
6	**Production Capacity / Import Quantity**	Production Capacity of the OEM must be at a minimum of 1.5 times the quoted order quantity in last financial year.	Certificate of Statutory Auditor/ Chartered Accountant

Sr. No.	Basic Requirement	Specific Requirement	Documents required
7	**Market Standing Certificate**[9]	Bidder should possess Market Standing Certificate (mandatory for medical device linked consumables) for the last 3 years preceding the Bid Due Date as a manufacturer/importer for Consumable(s). 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 relevant field.	Market Standing Certificate as issued by Central or State Licensing Authority under the Applicable Law. Bill of lading of a foreign manufacturer and bill of entry of the importer, mentioning the country of origin. *MSC is optional (except for medical device linked consumables)*
8	**Blacklisting or banned**	As on the Bid Due Date, the Bidder should not be blacklisted or banned by any ministry/ department/attached offices/ sub-ordinate offices under the Government, autonomous bodies (established by Central/ State Govt.), any Central/ State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. The Bidder(s) quoting for this Tender Document should not have been convicted as on Bid Due Date by any court of law in India/overseas in lieu of deficiency noticed in the any of the quoted Consumable(s)in the Tender Doc-	Affidavit as per **Annexure 8.**

[10] To be modified in accordance with the technical specifications of the Consumable(s). The following provisions shall be retained in the event that the Consumable(s) **fall within the scope** of the Drugs and Cosmetics Act, 1940 and/or the Medical Device Rules, 2017.

[9] To be modified in accordance with the technical specifications of the Consumable(s). The following provisions shall be retained in the event that the Consumable(s) **do not fall** within the scope of the Drugs and Cosmetics Act, 1940 and/or the Medical Device Rules, 2017.

Sr. No.	Basic Requirement	Specific Requirement	Documents required
		ument and the Bid should not be submitted for such Consumable(s)for which conviction was pronounced by any court of law.	
9	**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.
10	**EMD**	The Earnest Money Deposit indicated under Clause 3.4 unless exempted under Clause 3.4.7, shall be the minimum EMD amount of Rs.2.00 lacs for up to eight (8) consumables. However, if the Bidder is submitting its Bid quote for more than 8 consumables, then for each additional consumable beyond 8 number of consumables, the EMD amount shall correspondingly increase by a value of Rs. 25,000/- per additional consumable, subject to a maximum EMD amount 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") having their manufacturing unit in Chhattisgarh state then subject to submission of Udyam registration certificate, Bidder will 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.
11	**Conflict of Interest**	The Bidder should not have any Conflict of Interest as on Bid Due Date.	Undertaking by the authorized signatory as per Annexure 2.

4.1.2. **Conflict of Interest:** Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the TIA throughout the tender process and execution of

the Contract. The Bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations:

a) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.

b) The bidder provided services for the need assessment/ procurement planning of the Tender process in which it is participating.

c) A Bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name.

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

4.1.4. Bid should not be submitted by any Bidder as a whole or for the specified Consumable(s)who have been blacklisted/debarred either by TIA or by any other State/Central Government's organization/procurement agencies/ autonomous bodies (established by Central/State govt), any Central/State PSUs on the grounds of unsatisfactory past performance, unethical practices such as fraudulent/corrupt practices etc., and the bar subsists as on Bid Due Date.

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 Technical Bid.

4.1.6. Any Bidder from a country which shares a land border with India will be eligible to Bid in response to this Tender Document only if the Bidder is registered with the Competent Authority as provided in the Order (Public Procurement No. 1) dated 23rd July 2020, as amended from time to time, 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.
Any award of the Contract pursuant to this Tender Document shall be subject to the terms of Tender Document.

4.2. Market Standing

4.2.1. Bidder should mandatorily possess **3 years** Market Standing Certificate as a manufacturer/importer for the quoted Consumable(s)for the three financial years preceding the Bid Due Date. 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 relevant field. Also, the importer shall have due authorization for quoted Consumable(s)from the principal manufacturer along with relevant import licenses & marketing agreements as applicable.][10] However in case the bidder is loan licensee, the bidder has to submit the Market Standing Certificate of Manufacturing unit of loan licensor.

4.3. Blacklisting of Supplier for Default in Supply of Goods

4.3.1. In case the Supplier fails to supply the Goods as per the terms contained in this Tender Document, Contract and the Purchase Order, the Supplier shall be blacklisted for period of **2 years**

4.4. Payment Provisions

4.4.1. Payment against Purchase Order issued under this Tender Document will be made by CGMSCL, Raipur. The payments shall be made by the TIA upon submission of following documents by the Supplier:

a. 3 copies of Supplier's invoice,
b. Receipt and acceptance certificates issued by the consignees on DPDMIS and
c. Batch wise NABL lab report of the Supplier.

4.4.2. The Supplier shall issue the invoice in original against the Purchase Order along with the following details:

i. Details of the consumables (such as their identification number), and
ii. name of the Consignee -list.

4.4.3. Payments for supplies will be considered maximum within 15 days post receiving reports of standard quality on samples having been tested by approved laboratories of ordering authority. The payment will be made through RTGS/ NEFT. The Supplier shall furnish the relevant details to make the payment through RTGS/NEFT.

[10] As applicable, basis technical specifications of the Consumable(s). In case the Consumable(s) does not fall within the scope of Drugs and Cosmetics Act, 1940 (and any rules thereunder) or Medical Devices Rules, 2017, in such case the Purchaser may seek the Market Standing Certificate issued by a Statutory Auditor/Chartered Accountant.

4.4.4. The TIA shall have the right to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The Supplier shall not agitate the said issue in future.

4.5. Supply Conditions

4.5.1. Purchase Orders along with the place of supply (destinations) will be issued to the Supplier(s).

4.5.2. Within 3 days from the receipt of Purchase Orders, the Supplier(s) should provide the confirmation for the receipt with signed copy of Purchase Order via email (_____).

4.5.3. The Supplier shall supply the entire ordered quantity within the timeline as specified in the Contract/Purchase Order, and subsequent amendments thereto.

4.5.4. If the Supplier fails to commence delivery as scheduled or to deliver the quantities ordered to him within the delivery period stipulated in the Contract, it shall be discretion of the TIA either (a) To extend the delivery period or (b) To cancel the Contract in whole or in part for the unsupplied quantities without any show cause notice.

4.5.5. All supplies will be scheduled for the period from the date of Purchase Order till the completion of the tender, as may be stipulated in the Purchase Order, subject to various conditions mentioned here under.

4.5.6. Consignee shall not accept any damage in the Consumable(s)at the time of receipt. It is Supplier's responsibility to fulfil/replace/rectify the deficiencies in Consumable(s)recorded at the time of receipt, as the case may be, within timelines as applicable as per the terms of the Purchase Order. TIA is not responsible for the excess stock of Goods received, for which no order is placed.

4.5.7. If the Supplier fails to supply the Consumable(s)within the stipulated time, either fully or partly, TIA, is at liberty to place Purchase Orders either with other Bidders at the price offered by them or with alternate sources and in such cases the defaulted Supplier is liable to indemnify TIA, without any protest or demur, for the difference in cost incurred by TIA, and the TIA is entitled to recover the difference in cost from any amount due/payable to the defaulted Supplier.

4.5.8. Notwithstanding anything contained in Clause 4.5.7 above, the Supplier, after committing the default in supply either partly or fully, can inform the TIA, about its willingness to execute the Purchase Order. The TIA, at discretion, may consider the willingness of the Supplier on merit. However, such supplies will be subjected to the levy of Damages and other penalties as stipulated in the Tender Document/ Contract and Purchase Order, at the discretion of the TIA.

4.6. Deliverables and Timelines

4.6.1. The Bidder should deliver the Consumable(s)in accordance with Schedule 3 and as per the timelines given below:

Sl. No.	Deliverable	Timeline
1.	Supply / Delivery of Consumable(s) (Delivery Period)	• For Consumable(s)manufactured in India within **45 days** from the issuance of Purchase Order. • For Consumable(s)manufactured outside India within **90 days** from the issue of the Purchase Order.

Bidder needs to ensure that the supplied consumables shall have a remaining shelf-life of **not less than 75%**, at the time of delivery. For items with shelf-life less than 12 months, the date of manufacture shall **not be older than 3 months** from the date of supply. For ultra-short shelf-life items (e.g., certain reagents), the bidder shall ensure supply from the latest batch manufactured within 30 days prior to dispatch. Essential consumables or Imported product will be accepted only if the shelf life of the provided items is >60 % at the time of supply and supplier/agency/firm/manufacturer submit notarized undertaking on Rs. 100/- Stamp paper stating that supplier/agency/firm/manufacturer will replace the expired consumables free of cost with fresh batches within 2 months of such event.

4.7. Place of Delivery

4.7.1. The goods should be delivered to the Consignee's addresses safely undamaged and tallied. The consignees' addresses are mentioned in Schedule 3.

4.8. Deductions and Damages

4.8.1. The Supplier shall supply the quantity specified in Purchase Order as per the timelines mentioned in the Purchase Order. If the Supplier (a) fails to deliver any or all of the goods within the period(s) specified in the Purchase Order, or (b) is any derogations of any obligations as per the Tender Document (including non-compliance with the packaging standards); or (c) in case the Consumable(s) are declared of substandard quality as per the Applicable Laws; the TIA shall be entitled to:

i. impose damages in accordance with this clause 4.8 as liquidated damages ("**Damages**"); and/or

ii. cancellation of Contract for the specified item shall be decided by the Managing Director, CGMSCL, after reviewing the severity of sub-standard quality of item (the testing report issued by FDA approved laboratory regarding quality shall be final & binding on the Supplier); and/or

iii. recover any extra expenditure incurred if any because of Risk Purchase from the Supplier; and/or

iv. 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; and/or

v. The Goods which are not used but belong to the said substandard batch shall be destroyed by the TIA. The necessary expenditure incurred for this shall be recovered from the Supplier and/or

vi. take any other actions as outlined in the Tender Document.

4.8.2. The TIA shall, without prejudice to its other remedies under the Tender Document, shall recover from the Supplier as Damages, a sum equivalent to 0.5% of the price of the undelivered/damaged/defective Goods at the stipulated rate for each week or part thereof during which (a) the delivery of such Consumable(s)may be delayed, or (b) the damaged goods are not replaced, as under:-

A. In case of an order not exceeding Rs. 2.00 lakh in value –damage amount –at the rate of 0.5% per week (i.e., 0.0714% per day) subject to maximum limit of 10 %.
B. In case of an order of Rs 2.00 lakh and above –damage amount –at the rate of 0.5% per week (i.e., 0.0714% per day) subject to maximum limit of 5 %.

4.8.3. If the Supplier fails to commence delivery as scheduled or to deliver the quantities as per the Purchase Order within the delivery period stipulated in the Purchase Order/Contract, it shall be discretion of the TIA either (a) to extend the delivery period, or (b) to cancel the Contract in whole or in part for the unsupplied quantities without any show cause notice, or (c) impose Damages including forfeiture of Performance Security.

4.8.4. All supplies will be scheduled for the period from the date of Purchase Order till the completion of the Contract, as may be stipulated in the Purchase Order, subject to various conditions mentioned in the said documents.

4.8.5. The TIA may impose Damages as per clause 4.9.2 in an event the Supplier fails to fulfil his obligations as contained in this Tender Document.

4.8.6. The TIA may, at its discretion, make an alternative purchase in accordance with clause 4.5.7 in an event the Supplier fails to fulfil his obligations as contained in this Tender Document.

4.9. Consequences of inferior substandard/supply:

4.9.1. If the Consumable(s) supplied is found substandard, or not as per specifications, the same shall be communicated to the Supplier **within two (2) days** of its receipt. The Supplier shall compensate for the substandard Consumable(s) by supplying new batch of the same quantity **within thirty (30) days** of the letter for information, at the cost & risk of the Supplier. If the Supplier fails to deliver the same within the stipulated timeline, then the Purchase Order for the item will be cancelled and no payment shall be made against that supply. The Supplier shall also be liable to pay the Damages imposed by the Consignee, failing which Performance Security of the Supplier shall be forfeited and the Supplier shall be liable for penal action including Blacklisting/Debarment etc. In addition to the forfeiture of the Performance Security, if any Damages are imposed by the Consignee same shall be recovered from other dues to the Supplier including any bills payable.

A. If any of the Consumable(s) supplied by the Supplier has been partially or wholly used or consumed after supply and are subsequently found to be inferior in quality or description or otherwise faulty or unfit for consumption, then the con-

tract price for the quantity not consumed and informed to take back, will be recovered from the Supplier, if payment has already been made.

B. The decision of the TIA, or any officer authorized by it, as to the quality of the supplied Goods shall be final and binding.

4.10. Quality Assurance and Testing

4.10.1. Each batch of consumables supplied by the selected Bidder shall be subject to mandatory quality testing by Empanelled Laboratories or Government laboratories by the CGMSCL, in accordance with the procedures prescribed by the CGMSCL.

4.10.2. Three samples of each quoted Consumable/Kit/Others should be submitted to CGMSCL Head Office in such a manner that samples are received at CGMSCL Head Office. Item code should be mentioned in the sample. Without item code sample will not be entertained.

4.10.3. The consumables shall have the active ingredients/ standard/validated materials at the prescribed level as indicated in official compendiums throughout the shelf-life period of the consumables. The samples will be drawn periodically throughout the shelf-life period and if found failing to comply with quality standards, the cost of entire batch paid will be recovered whether consumed fully/partially. Also, action will be initiated for blacklisting as per instruction to bidders as per conditions set in this document, 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 failing in prescribed quality standards, such batch/batches will deemed to be rejected goods.

4.10.4. In the event of the samples of consumables 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 consumables 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 failed in quality standards then, 20% penalty will be charged on value of failed quality stock. After declaration of quality failure, fresh batches quantity shall be supplied within 60th day from the date of failure 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.

4.10.5. The supplier shall furnish evidence of the basis for expiration date and other stability data concerning the commercial final package on request by the 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.

4.10.6. In case of admixture of consumables 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.

4.10.7. 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.

4.10.8. The quantity corresponding to any batch declared as quality failure shall be deemed as non-supply, and flat penalty of 20% shall be levied on failed consumable stock.

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

4.10.10. If the Supplier fails to lift the quality failed batch stock within the stipulated period, a demurrage charge of 0.25% per day shall be levied on the value of the uplifted quantity.

4.10.11. If the Supplier does not retrieve the quality failure 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.

4.10.12. **Procedures in the Event of Quality Failure will involve the following Steps:**

i. The consumables supplied by the Suppliers to the Drug Warehouses are quarantined and samples of each and every batch of consumables 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.

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

iii. 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.

iv. 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).

v. On confirmation of the test result by the second and third empanelled laboratory, if the consumables batch is found NSQ, the case will be referred to designated officials of CGMSCL for further action. If the Supplier is aggrieved by the declaration of any consumables 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.

vi. 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 consumable which is declared as "NSQ" by the empanelled lab / Govt. Lab.

4.10.13. **Shelf life**

The samples will be drawn periodically throughout the shelf-life period and if found failed for quality check, 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 empanelled /Govt. Lab for testing. In case- continue.

4.10.14. **Complaint**

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.

4.11. Blacklisting and Debarring

4.11.1. 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.

4.11.2. 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.

If for more than one consumable 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 2 years.

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.

4.11.3. **On account of non-supply**

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 stat-

ed 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.

4.11.4. 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 consumable, then the particular product of the supplier will be blacklisted and becomes ineligible to participate in any of the tenders for that particular consumable by CGMSC for a period of 2 years from the date of intimation for blacklisting besides forfeiture of security deposit of that product(s).

4.11.5. If the supplier supplies more than one consumable and 2 or more consumables 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.

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.

The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under drugs and cosmetics act 1940 or any other law of Land. CGMSC will display names of such blacklisted product(s) and company/firm on its website and also circulate the same among other state government/ central government and its drug and consumable procurement agencies including respective state drugs control department where the company or firm is located.

4.11.6. If the Supplier fails to execute the purchase order due to vis 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.

4.11.7. **Blacklisting For Quality Failures/Issues**

I. Every batch of consumables supplied by the suppliers shall be subjected to quality test by the laboratories empanelled through open tender process/selected by tender inviting authority.

II. The samples are collected from the Stores from each batch of supply of the same item and after eliminating the common batch, samples shall be taken in random, decoded and to be sent to the empanelled testing laboratories for testing the quality of items. If such sample passes quality test in all respects, ordering authority will instruct its store to issue such items of surgical, suture item, consumables diagnostics and materials to various hospitals / Institutions.

III. If the sample fails in quality test and report is received certifying that sample is NOT OF STANDARD QUALITY, one more sample shall be drawn from the same batch and to be sent to another Laboratory for quality testing. On confirmation of the test result by the second laboratory, firm will be blacklisted as per terms.

IV. In case when the second report is contradictory to the first report, the Govt. Lab report or TIA decision will be final and if the sample has been tested by the Govt. Lab at any stage, its report will be conclusive & final unless challenged as per provisions of Drugs & Cosmetics Act, 1940.

V. In case any one batch is found NSQ than particular product of the firm will be black-listed/debarred for not less than one year. upon blacklisting /debarment of such 3 products or found such 3 NSQ batches (of one or more products) then firm will be blacklisted not less than 2 years

VI. In case of any sample in even one batch declared as spurious or adulterated or mis-branded by the Government Analyst or declared NSQ the company shall be blacklist-ed not Less than 2 years.

VII. On complaint from Drug Inspector during their Test of field sample, that the particular item has been reported to be of NOT OF STANDARD QUALITY, the issue of avail-able stock of the items will be stopped. Available stock of the product in hospitals will be retrieved. The supplier shall be called upon to explain why the product should not be blacklisted. On receipt of his explanation and scrutiny of record, decision will be taken by the TIA to decide the appropriate punishment / penalties including blacklist-ing as per above terms whichever is applicable.

4.12. Penalty Clause

4.12.1. **Liquidated Damage & Penalty**

4.12.2. The entire ordered quantity shall be supplied within 60th day from the date of pur-chase order from the tender inviting authority. However, if the Tenderer fails to exe-cute the supply within the stipulated time (60 days), then the supplier may continue the supply of the unexecuted quantity after 60th day upto 5 PM of 90th day, subject to levy of penalty @ 0.2% per day maximum penalty upto 10% of PO value for unexe-cuted quantity.

4.12.3. And, if the Tenderer fails to execute the supply within 90 days, then the unexecuted ordered quantity will be accepted only after the approval of MD CGMSCL. And If the Tenderer fails to execute the supply subject to levy of penalty charge of 20 % of PO value for unexecuted quantity.

4.12.4. For Surgical items requiring sterility test and imported one's entire ordered quantity shall be supplied within 70th day from the date of purchase order from the tender in-viting authority. However, if the Tenderer fails to execute the supply within the stipu-lated time (70 days), then the supplier may continue the supply of the unexecuted quantity after 70th day upto 5 PM of 100th day, subject to levy of penalty @ 0.2% per day maximum penalty upto 10% of PO value for unexecuted quantity. And if the Ten-derer fails to execute the supply within 100 days, then the unexecuted ordered quantity will be accepted only after the approval of MD CGMSCL. and If the Tenderer fails to execute the supply subject to levy of penalty charge of 20 % of PO value for unexe-cuted quantity.

4.12.5. 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 Tenderer / Supplier fails to execute the fresh batch supply within the stipulated time (i.e 60 days), beyond 60 days PENALTY CLAUSE 11.1 LIQUIDATED DAMAGE & PENALTY will be applicable

4.12.6. **Logo & Packing:**

4.12.7. 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%).

4.12.8. Products with MRP will not be received.

4.12.9. **Delivery And Documents**

Before and upon delivery of the Goods, the supplier shall notify the TIA in writing and deliver the following documents to the TIA:

1. Two originals and two copies of the supplier's invoice, showing TIA, the contract number, goods' description, quantity, unit price, and total amount. invoices must be signed in original and stamped or sealed with the company stamp/seal.

2. Two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document showing TIA as Chhattisgarh Medical Services Corporation Limited [enter correct name of TIA for excise purposes] and delivery through to final destination as stated in the Contract.

3. Copy of the insurance certificate, showing the TIA as the beneficiary.

4. Three copies of the packing list identifying contents of each package

5. One original of the manufacturers or supplier's warranty certificate covering all items supplied.

6. All supplies shall be accompanied with the certificates of analysis from the In house test report/ NABL Accredited Laboratory/ Central Drug Testing Laboratory (CDL)/ National Institute of Biologicals (NIB) (As required/applicable) in respect of each batch supplied. Supplies devoid such reports will not be taken into stock and payments will not be made. Suppliers will be required to take back the supplies and will be deemed as defaulters in respect of the supply and shall be liable for penalties applicable for non-supplies.

7. Whenever required submit certificate of analysis of API used, clearly mentioning the AR NO. / Batch no. of API and its Source.

8. Two copies of Invoice should be submitted at head office and two copies of invoice at warehouse with goods.

9. Batch quantity of invoice should be match with actual supply of cons.

10. Tax rate should be clearly bifurcated in Invoice which should match with original online quoted rate.

11. In the case of excisable consumables, the bills should be drawn as per central excise rules in the name of Chhattisgarh Medical Services Corporation Ltd.

Note-NABL test report not required for Imported product which has been manufactured from USFDA approved manufacturing unit.

4.13. Replacement of Rejected materials

4.13.1. Supplier shall have to replace any rejected Consumable(s) promptly with approved Consumable(s) as per the instruction of the TIA. The Supplier shall remove the rejected Consumable(s) within fifteen (15) days, failing which the same will be disposed of by Consignee at the risk and cost of Supplier without any further correspondence in this regard. The Supplier shall compensate for the substandard Consumable(s) by supplying new batch of the same quantity within thirty (30) days of the letter for information, at the cost & risk of the Supplier. If the Supplier fails to deliver the same within the stipulated timeline, then the Purchase Order for the item will be cancelled and no payment shall be made against that supply.

4.13.2. In the event of making alternative purchase, as specified in Clause 4.5.7 damage will be imposed on the Supplier. The excess expenditure over and above contracted prices incurred by TIA, in making such purchases from any other sources or in the open market or from any other bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Supplier including through encashment of Performance Security or adjustment from any money payable to the Supplier under this Contract. Upon encashment and appropriation of the Performance Security, the Supplier shall, within fifteen (15) days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the TIA shall be entitled to terminate the Contract. In all the above conditions, the decision of the TIA, shall be final and binding.

4.14. Logogram and Packaging

Logogram: 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.



In addition, GHS Pictograms for chemicals should indicate the logo for various categories

- Skull & crossbones (Toxic)
- Flame (Flammable)
- Corrosion (Corrosive)

- Health hazard (Carcinogen, etc.)

These symbols must be **printed on primary and secondary packaging** along with signal words ("Danger", "Warning") and hazard statements.

4.14.1. All Goods should be packed and supplied in prescribed packing only as per standard guidelines of ISI. The Goods should be packed in accordance with below:

1. No corrugate package should weigh more than 15 Kgs (i.e. Goods + Inner Carton Corrugated box).

2. All corrugated boxes should be of 'A' grade paper i.e. virgin.

3. All items should be packed only in fresh boxes only.

4. Flute - The corrugated boxes should be of narrow flute.

5. Joint - Every box should be preferably single joint and not more than two joints.

6. 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.

7. Flap - The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60 degree should not crack.

8. Tape - Every box should be sealed with gum tape running along the top and lower opening.

9. Carry strap- Every box should be strapped with two parallel nylon carry straps (they should intersect);

10. Label - Every corrugated box should carry a large outer label clearly indicating that the product is for **'CGMSCL-YYYY & CG Government Supplies-Not For Sale'** in readable purple or green colour**,** wherein 'Government of **Chhattisgarh** logo' should be in readable Green or black colour.

11. The product label on the cartoon should be large at least 15 cm. x 10 cm. dimension.

12. Labels shall also include relevant ISO pictograms (e.g., sterile, do not reuse) and comply with IS 15495 for printing inks. Information shall be indelible and legible under normal handling and storage conditions.

13. No box should contain mixed products or mixed batches of the same product.

14. Packaging: The boxes shall be packed in weather resistant triple walled insulated corrugated 5 ply cartons, each ply having strength of minimum 150 gsm It should be fabricated from virgin quality 'A' grade material. The overall di-

mension of the carton should be such that the product does not get damaged during transportation and storage.

15. 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 off loaded manually at airports and intermediate stores.

16. Case Identification: All cases should prominently indicate the following:
    1. TIA's line and code numbers,
    2. The generic name of the product,
    3. Date of manufacture and expiry (month and year) (in clear language not code),
    4. Batch number,
    5. Quantity per case (Carton containing - secondary packages),
    6. Special instructions for storage and handling,
    7. Name and address of manufacture, and
    8. Any additional cautionary statements.

17. Marking: Each packing shall be marked with nomenclature of the Goods and shall be labelled in accordance with the requirement of the relevant standards as applicable.

18. **Exception to Primary Packaging Requirements:** Notwithstanding the primary packaging specifications prescribed in the tender, exceptions may be permitted for medical consumables under the following circumstances:

    a) Consumables which are non-sterile, bulk-use, or procedure-specific, and for which individual primary packaging is not technically required or commercially standard, may be supplied in bulk or alternative primary packaging, subject to safety and usability.

    b) Consumables where the primary packaging format is governed by applicable standards such as ISO, BIS, CDSCO, CE, or US-FDA, or by manufacturer's validated packaging protocols, shall be exempted from tender-specific primary packaging norms.

    c) Items supplied in hospital-use packs, procedure kits, or unit-of-use packs, as per established healthcare practices, shall be considered acceptable.

    d) The bidder shall clearly indicate such exception at the time of bid submission and provide:
        - Product technical literature,
        - Applicable quality certifications / standards, and
        - Justification for deviation from prescribed primary packaging.

    e) Acceptance of such exceptions shall be subject to evaluation by the Purchaser, and approval shall be granted only if the packaging ensures product integrity, safety, shelf life, and traceability.

4.15. Risk Purchase

4.15.1. In case the Supplier, at any time during the continuance of the Contract, fails to supply satisfactorily the Consumable(s)within the prescribed time as herein provided and or in case shall fail to replace any part/s that may have been rejected with other of approved quality, the TIA shall be at liberty forthwith to procure the same in the open market at the risk and cost of the Supplier.

4.15.2. Similarly if the work underlying the Contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the TIA within the said specific period, the TIA shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the Supplier and expenses thereby incurred, shall be payable by the Supplier and / or may be deducted from any moneys due or become due to the Supplier and the TIA may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

4.16. Insurance

4.16.1. Goods should be dispatched at carrier's risk, failing which they should be properly covered by transit insurance.

4.16.2. The Bidder/Supplier shall ensure that, (i) the Consumable(s) are inserted in packages in a safe and in a sound condition, and (ii) the Consumable(s)are according to the normal trade practice packing used is good.

4.16.3. Failure to comply with these instructions may result in non-acceptance of transit risk by the insurance officer.

4.17. Termination of Contract:

4.17.1. The TIA may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part, on the below mentioned grounds:

A. Termination on Supplier's default

B. The TIA, by serving written notice to the Supplier, terminate the Contract/Purchase Order if:

i. the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the TIA; or

ii. the Supplier fails to perform any other obligation(s) under the Contract; or

C. it is found that the Bidder/Supplier has been engaged in unethical practices as defined in this tender.

D. In case, the Supplier becomes bankrupt or otherwise insolvent, the TIA 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 fur-

ther condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the TIA.

E. Termination for convenience: The TIA reserves the right to terminate the contract, in whole or in part for its (TIA's) convenience, by serving written notice to the Supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the TIA. 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 TIA will be at liberty to terminate the contract either wholly or in part on **thirty (30) day** notice. The Supplier will not be entitled for any compensation whatsoever in respect of such termination.

4.17.2. **Consequences of Termination**

The TIA may, without prejudice to any other remedy, on account of default of the Supplier:

i. Recover any extra expenditure incurred because of Risk Purchase,
ii. Forfeit the EMD or Performance Security, as applicable,
iii. Debar/blacklist the Supplier for subsequent 2 years from participating in any future tenders published by the TIA.
iv. In case if found that the Bidder has submitted forge documents, a police case will be filed against the bidder.
v. The Contract already entered into will be liable for termination.
vi. The TIA may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the TIA for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

4.18. Dispute Resolution

4.18.1. 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.

4.18.2. Disputes shall be referred to sole arbitrator appointed as per Arbitration & Conciliation Act, 1996, unless otherwise mutually agreed.

4.18.3. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 4.15.3 shall be final and binding on the parties as from the date it is made, and the Supplier and the TIA agree and undertake to carry out such Award without delay.

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

4.19. Governing law and jurisdiction

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 the Contract and/or Tender Document.

4.20. Indemnification

The Supplier shall indemnify the TIA against all actions, suit, claims and demand or in respect of anything done or omitted to be done by Supplier in connection with the Contract and against any losses or damages to the TIA in consequence of any action or suit being brought against the Supplier for anything done or omitted to be done by the Supplier in the execution of the Contract. The Supplier shall submit an indemnity bond to this effect.

Appendix A: Schedule of Requirements:

S NO	Item Code	Item Name	STRENGTH	Unit	Basic Unit
1	CN33	Micro Glass Slide Size- 76 mm x 26 mm (-1.00 mm) Thickness 1.35 mm	Size- 76 mm x 26 mm (-1.00 mm) Thickness 1.35 mm	One Packet of 5 Nos	1
2	CN41	Sample Collection Vial (Plastic)5ml Pack of 100	5ml Pack of 100	Pack of 1	1
3	C189	Blood Collection Tube EDTA 3Ml	3ml	1	1
4	NC955	Shoe Cover		1	1
5	NC771	Disposable Shoe Cover Plastic		1 Pair/Pkt	1
6	NC847	Nitrile Gloves medium (100 pcs x 1)	(100 pcs x 1)	1	1
7	CN13	Cover Slip With ISI Marked	18mm x 18mm(+/- 1.mm) Thickness .13mm to .17mm)	Pack of 1	1
8	NC851	Disposible Gloves 7	Gloves 7	1	1
9	NC852	Disposible Gloves 6.5	Gloves 6.5	1	1
10	GV9	Nitrile Gloves XS	XS pair	5's or 1's piece packs	1
11	NC126	Cover Slip 22x22 mm	22x22 mm	1pkt	1
12	NC127	Cover Slip 22x40 mm	22x40 mm	1 pkt	1
13	C84	Medicated Sterile Paraffin Gauze	1cmX1cm	Packet of 1cm x 1cm	1
14	NC943	Betadine Ointment 15 gm	15 gm	1	1
15	NC953	Oxygen Mask (Adult)	(Adult)	1	1
16	NC992	Ear Buds		5/pkt	1
17	NC945	Urobag		1	1
18	NC721	PCR Tubes 1ml	1ml	1 nos/Box	1
19	NC684	Polypropylene Petri Dish 90 mm	90 mm	5 nos/Pkt	1
20	NC999	Crescent knife 2.6mm	2.6mm	Each	1
21	NC997	Keratome 2.8mm	2.8mm	Each	1
22	NC874	Whattman no 1 paper sheet		1	1
23	C237	ECG Paper A4 size	A4 size		1
24	NC672	Test-Tube Polypropylene (12 x 100mm) Clear,Transparent and Disposable	(12 x 100mm)	1 nos/Pkt	1
25	NC89	Disposable Microscopic cover		1	1
26	NC996	Ophthalmic knife 15°side port		Each	1
27	NC998	Keratome 5.2mm	5.2mm	Each	1
28	NC95	1 6Dihydroxy 2-5 Dioxahexane Glutarel-dehyde Benzalkonium chloride alkyl urea derivatives (Bacillocid solution) 500ml	5ml	1	1
29	NC991	Eye drape with pocket (100x 80)	(100x 80)	Each	1
30	NC42	Reagent strips for Urinalysis	1	1	1
31	NC76	Urinary Catheter 8 No	8 No	1	1
32	NC925	Romovac Drain 16 No.	16 No.	1	1
33	DBC	DEATH BODY COVER	-	1	1
34	C46	Endotracheal Connectors	2.5-1mm		1
35	NC972	Haemoglobin Tube		1	1
36	NC981	Cutasept		1	1
37	NC713	Test Tube Brush (Nylon) Small Size		1 nos/Pkt	1

38	NC941	Baktoline Hand wash)		1	1
39	C57	Gigglis Wire Saw			1
40	NC147	Pasteur and teat pipette		1 nos	1
41	NC683	Glass Petri Dish 110 x 20mm	110 x 20mm	5 nos/Pkt	1
42	NC778	PCR Plate(ABI)+Optical Sheet		1 Pcs/Pkt	1
43	NC136	Glass Marking pencil (Blue and Red , white)		1nos	1
44	NC969	RBC Pipette		1	1
45	NC547	Sanitizer 500 ml(Gel Based) with pump	500 ml	5ml/Bottle	1
46	NC82	Tracheostomy tube Plain (All size)		1	1
47	NC134	Gauze Piece Bundle		1 Bandel	1
48	NC33	Spirit 5 lt.	5ml	1	1
49	NC714	Test Tube Brush (Nylon) Medium Size		1 nos/Pkt	1
50	NC125	Coplin Jar (Glass)		1 Pice	1
51	NC939	Bougie (All size)		1	1
52	C21	Bone Wax			1
53	NC333	Test tube cleaning Brush		1 x 1	1
54	NC154	Test Tube holder		1 nos	1
55	C68	Inter costal drainage Tube (with Under water seal) Pediatrics	Pediatrics	Nos	1
56	CN51	Test Tube Holder		Single unit	1
57	LABC27	Parafilm 4”x125”	Thermpstatic self sealing film,holds moisture loss and offers excellent barrier protections to samples.	each	1
58	C81	Laryngoscopes Set of 4 Blades			1
59	NC958	CHEST TUBE 30NO with trocar	30NO	1	1
60	COVB	RT-PCR Test Kit	Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19)	1	1
61	NC722	Micro Plates 96 well(U,V and Flat Bottom)		1 nos/Pkt	1
62	NC832	Aluminum Slide Tray, 20 Slide - 13L x 7.5W	20 Slide - 13L x 7.5W	1	1
63	NC158	Urine Container(plastic) 500 ml capcity.		1 nos	1
64	NC151	Spreader (polished)		1 nos	1
65	S11	Catgut Chromic length 150 cm	2	12 Foils	1
66	C128	Trochar and canula bivalve (Disposable and Metallic) (For SPC) 20	2		1
67	NC954	Signal Lock (Autoclave)		1	1
68	NC121	Bunsen burner		1 nos	1
69	NC761	Foot Pedal Dust Bin Red Coloured 100 Litre		1 nos/Pkt	1
70	COV3	Face Shield (Reusable)	Optically Clear Anti-Fog Light weight Anti-Static	1 Unit	1
71	NC751	Blue colour puncture proof container		5 nos/Pkt	1
72	NC763	Foot Pedal Dust Bin Yellow Coloured 100 Litre		1 nos/Pkt	1

73	NC129	Enamel Tray 18x 12 “		1 nos	1
74	NC762	Foot Pedal Dust Bin Yellow Coloured 60 Litre	Yellow Coloured 60 Litre	1 nos/Pkt	1
75	NC764	Foot Pedal Dust Bin Black Coloured 60 Litre	Black Coloured 60 Litre	1 nos/Pkt	1
76	NC765	Foot Pedal Dust Bin Black Coloured 100 Litre	Coloured 100 Litre	1 nos/Pkt	1
77	NC139	K T Stand (40 hols)	(40 hols)	1 nos	1
78	NC768	Protective Saftey Goggles		1 nos/Pkt	1
79	NC855	Parafilm 4”x125’ with Parafilm dispenser		1	1
80	NC277	Specimen Chamber	1 ml Disposable	1 nos	1
81	C18	Bone Cement			1
82	NC895	anti Human ACE-2 Antibody , Affinity-purified Polyclonal Goat IgG		1	1
83	NC884	granulosep 500ml x 1	500ml x 1	1	1
84	NC153	Staining Trough (Tray) Rectangular Size: 12x15 inch Size: 10x12 inch	12x15 inch Size: 10x12 inch	1 nos	1
85	NC266	Poly – L- Lysin coated slides.		1 Packt	1
86	NC748	wheeled foot Pedal dust bin (Yellow,Red and Black coloured)(Medium Size:-50 Litre)	(Medium Size:-50 Litre)	1 nos/Pkt	1
87	CN64	Compressor nebulizer(Piston)		Single set	1
88	NC747	Foot Pedal dust bin,Black coloured (Small Size:-15 Litre)	(Small Size:-15 Litre)	1 nos/Pkt	1
89	NC749	Wheeled Foot Pedal dust bin(Yellow,Red and Black coloured)(Large Size:-100 Litre)	(Large Size:-100 Litre)	1 nos/Pkt	1
90	NC571	Candida albicans Lyophilized Culture ATCC90028		1 Kit/Pkt	1
91	NC937	Flexometalic Tube 6, 6.5, 7, 7.5		1	1
92	NC891	Expi293F cells		1	1
93	NC899	OptiMEM (Gibco) (100ml x1)	(100ml x1)	1	1
94	NC869	Quant-iT Picogreen dsDNA Assay kit		1	1
95	NC267	Papain		1 nos	1
96	NC819	96 well optical Btm Plt polymer base black w/lid cell culture sterile PS (10pcs x 1)	(10pcs x 1)	1	1
97	PIC1712	Pigtail Curved	Large inner lumen, Hub catheter joint should be durable, Catheter Length: 1 - 11 cm, Sizes 4/5/6/7 Fr. Clinically used for minimum 1 years for minimal invasive diagnostic or therapeutic procedures. Detailed data for flexibilty, Kink Test, coating integrity, pyrogenicity and shelf life should be provided.	1	1
98	NC567	Staphylococcus aureus 29213		1 Kit/Pkt	1
99	NC561	Staphylococcus aureus lyophilized culture ATCC 43300		1 Kit/Pkt	1
100	NC893	ExpiFectamine™ 293 Transfection Kit		1	1
101	NC268	Hydrophobic Slide marker		1 nos	1

102	GV10	Nitrile Gloves	S pair	50's or 100's piece packs	1
103	SFM01	Triple Layer Masks	Tie on Mask of Non-woven Hypoallergenic 3 ply construction with filter in	Single Pack	1
104	SFM02	N95 Mask with NIOSH		1	1
105	C1	Absorbable gelantine Sponge IP/USP	70mmX50mmX10mm	0	1
106	NC781	Tissue Paper Roll		1000 Feet/Roll	1
107	NC157	Tissue Paper (Microscope lense Cleaning Paper)		1 nos	1
108	OXYM01	Oxygen Mask		1	1
109	NC875	Whattman no 1 paper disk		1	1
110	OXYM02	High Flow Oxygen Mask with Reservoir Bag		0	1
111	NC838	Mask (Individully Raped)		1	1
112	NC99	ANATOMICAL MASK 1		1	1
113	NIVM	NIV MASK FOR VENTILATOR	-	1	1
114	O2MA	O2 MASK ADULT	-	1	1
115	NC936	Anatomical Mask (All size)		1	1
116	NC100	ANATOMICAL MASK 2		1	1
117	NC715	Filter Paper (Round)		100 nos/Pkt	1
118	NC197	Cylyse FX Flow Cytometer		1 kit	1
119	NC101	ANATOMICAL MASK 3NO		1	1
120	C235	Gloves Powder	1 kg	1	1
121	C24	Corrugated rubber/latex		0	1
122	C178	LARYNGEAL MASK 1.5	1.5	1	1
123	NC258	E (Cadherin)		1 Kit	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

S No	Consumable(s) Name(s)	Make	Model	Country of Origin
1				

(Mandatory Documents to be uploaded in the technical bid)

TECHNICAL BID DOCUMENTS.			Page No. (as per the Bid)
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 Micro & Small, Medium Industries Development Act, 2006).	Yes / No	
2.	Attested photocopy of valid manufacturing license duly approved by the Licensing 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.	Yes / No	
3.	IEC code, as applicable	Yes / No	
4.	[Market Standing Certificate of relevant period issued by Licensing Authority][11]	Yes / No	
5.	Annexure 1: Technical Specifications and Compliance	Yes / No	
6.	Annexure 2: Letter Comprising Technical Bid	Yes / No	
7.	Annexure 3: Production detail certificate	Yes / No	
8.	Annexure 4: Details of Manufacturing Unit	Yes / No	
9.	Annexure 5: List of Quoted Item	Yes / No	
10.	Annexure 6: Annual Turnover Statement for Three Years	Yes / No	
11.	Annexure 7: Format for Power of Attorney for signing of Bid	Yes / No	
12.	Annexure 8: Undertaking for rates, specification, blacklisting status	Yes / No	
13.	Annexure 9: Non-Conviction Certificate	Yes / No	
14.	Annexure 10: Mandate Form	Yes / No	
15.	Annexure 11: Manufacturer's Authorization	Yes / No	

[11] As applicable, basis technical specifications of the Consumable(s).

TECHNICAL BID DOCUMENTS.			Page No. (as per the Bid)
	Form, if applicable		
16.	Annexure 12: Format of Authorization Letter for Imported Goods for Authorized Distributor	Yes / No	
17.	Annexure 14: Declaration for Non-Drug/Non-Medical Device Items	Yes/No	
18.	Products used in countries of origin.	Yes / No	
19.	Copy of certificate of incorporation/registration along with charter documents, and other registration documents according to the nature of entity.	Yes / No	
20.	Vendor registration certificate(optional) -Vendors may apply for registration on the CGMSC portal; however, registration is not mandatory for participation in this tender	Yes / No	
21.	Bid & bidder information (Mandatory) Download Zip file from Tender Attachment in e-Procurement portal		
22.	Technical data sheet of the product quoted, Brochure/Leaflet/Manual/ Literature of original catalogue of the product. (in color scan copy of original Document)		

For the avoidance of any confusion, scanned copies of the abovementioned documents shall be uploaded online on the tender portal on or prior to the Bid Due Date.

Annexure 1: Technical Specifications and Compliance

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

Part 1: Technical Specifications

Part 2: Compliance

Sr.no.	Technical specifications /composition of tender documents	Compliance on each parameter with detailed substantiation on how the offered product meets the requirement. (Do not write simply yes or complied or as per licenses mentioned in the bid. If written, then bid will be rejected)	Brand name (only for importer)	Medical devices/import license	Remark, If any

Annexure-2: Letter Comprising Technical Bid

Tender Ref No……
To,

Managing Director
Chhattisgarh Medical Services Corporation
Limited (CGMSCL), Nava Raipur,
4th Floor, C.G Housing Board Commercial Complex, Southeast Corner Sector 27, Atal Nagar, Nava Raipur (CG)- 492015.

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 TIA 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 [*name of the Consumable],* 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 TIA any additional information it may find necessary or require supplementing or authenticating the Bid.

3. I/ We acknowledge the right of the TIA 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 TIA.

   (b) I/ We do not have any conflict of interest in accordance with the Tender Document; 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 TIA 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, we or 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 further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our directors/ managers/ employees / Partners /Trustees.

11. I/We further certify that we or 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 Consumable(s)contract, and no bar subsists as on the date of 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 TIA 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 TIA 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/Supplier, 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 TIA 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) and EMD of INR [********] to the Authority in accordance with Clause 3.4 of the Tender Document.

19. I/We agree and understand that the Bid is subject to the provisions of the Tender Document. 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)

Tender Ref No……

Name of the bidding entity:

Sr 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
	2022-23									
	2023-24									
	2024-25									
OR										
	2023-24									
	24-24-25									

	2025-26									

*Add rows as per requirement.

Note:

1. In support of above statement, enclose the copies of supply orders or client's satisfactory certificates. All purchase orders should be enclosed in the serial as per the data provided in table above.
2. In case of importer, sold quantity shall be provided, production and manufactured good details may not be provided-
3. All the data of the bidding entity, as provided in the above table has been verified by un-dersigned Chartered Accountant/Statutory Auditor.
4. I hereby declare that this certificate 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)

Tender Ref No……

Name of the Bidder and Office Address :

Factory Address :

PAN :

GST No. :

Phone Nos. :

E-Mail :

Date of Inception :

Date of commencement of Production:

License No. & Date :

Issued by :

Valid up to :

RTGS (Real Time Gross Settlement) System or Core Banking A/c No:

Details of installed Production Capacity :

Sr. No.	Consumable(s)name	Total Production Capacity	Actual Production	Installed Quantity
1				
2				
3				

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*]

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 Item Code

Tender Ref No……

1. Name of the firm:

2. Address as given in drug license:

1. License details and period of validity:

Parameter	**Form MD5**	**Other forms/ regulatory guidelines**	**Import License (If applicable)**	**Non-Conviction Certificate (NCC) Certificate**	**Market Standing Committee (MSC) Certificate**	**Patent Certificate (If applicable)**
Date of Issue						
Validity Period						

2. Details of endorsement for all products:

S. No.	Item-Code	HSN No.	GST %	Name Of the Item with Unit pack/ size	IP/ BP/ USP	Date of endorsement obtained from the States Drug Controller	Whether endorsement is in generic or trade name	Expiry period for Item quoted in months	Mfg./ Importing Consumable Item quoted License No.	Mfg./ Importing unit location (state form which supplies will be made)	Value of EMD
1											
2											
								Total EMD -			

Add as many rows as possible you want to add

Annexure 6: Annual Turnover Statement for Three Years

(To be submitted on the letterhead of the Statutory Auditor/ Chartered Accountant of the Bidder)

The Average Annual Turnover and Net Worth detail generated from Medical Consumables/Medical Devices/Drugs & Pharmaceutical business of M/s _____ for participation under certified that the statement is true and correct.

Sr. No.	**Year**	**Turnover (In Indian Rupee-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 Rupee-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)	

Note:

(a) The Net Worth of the bidder in the financial year immediately preceding the Bid Due Date should be positive.

(b) "Turnover" for the purposes of this Tender Document shall mean the monetary value of goods sold by the Bidder.

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

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

Tender Ref No……

(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 [******] ,proposed or being developed by the [*******] (the "**TIA**") 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 TIA, representing us in all matters before the TIA, signing and execution of all contracts including the rate Contract and undertakings consequent to acceptance of our bid, and generally dealing with the TIA 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 TIA.

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: Undertaking for Blacklisting

(Non-Judicial Stamp Paper of appropriate value)

Tender Ref No……

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

2. The Bidder ……. (Name of the Bidder) has not been found guilty of malpractices, misconduct or Blacklisted/Debarred/ deregistered for the quoted product 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.

3. I/We hereby certify that we have not colluded, formed a cartel, or engaged in any anti-competitive practices with other bidders, manufacturers, or suppliers concerning this tender bid.

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 Ref No……

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 Bharatiya Nyaya Sanhita (BNS) for submission of any false/ fraudulent paper/information submitted.

2. I am liable for action under Bharatiya Nyaya Sanhita (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 Bharatiya Nyaya Sanhita (BNS).

3. I am liable for action under Bharatiya Nyaya Sanhita (BNS) if any paper is found false / fraudulent during contract period and even after the completion of contract (upto the 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

Tender Ref No……

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

Bank Details

01	Name of the Bank Branch Name & Address. Branch Code No. Branch Manager Mobile No. Branch Telephone no. 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: Manufacturer's Authorization Form

(Manufacturers or Producer's Letter head)

Tender Ref No……

To,

Managing Director

Chhattisgarh Medical Services Corporation
Limited (CGMSCL), Nava Raipur,

4th Floor, C.G Housing Board Commercial Complex, Southeast Corner Sector 27, Atal Nagar, Nava Raipur (CG)- 492015

WHEREAS (*Name of Manufacturer or producer*) (hereinafter, "we" "us") who is established and reputable manufacturer's or producers of (*name and/or description of Goods requiring this authorization*) having production facilities at *(Insert address of the factory)* do hereby authorize (name and address of Bidder) (herein after, the" bidder") to submit a bid, and sign the Contract with you against tender ref no. *(Title and reference of the tender)* including the above goods produced by us.

For and on behalf of the Manufacturer

Signed: _____

Date: _____

In the capacity of *(title, position, or other appropriate designation)* and duly authorized to issue Authorization Letter on behalf of *(name of manufacturer or producer)*

This Letter should be signed by a person competent and having the power of attorney/authority to legally bind the manufacturer. This should be included by the bidder in its bid.

This Letter is required to be provided by Importer and Authorized Distributor.

Annexure 12: Format of Authorization Letter for Imported Consumable(s)for Authorized Distributor

Tender Ref No……

(In Original)

I / We_____ hereby declare that_____

1. We_____ (name of the Original Manufacturer-OEM) declare that we are the original manufacturers of the Consumable(s)required as per tender reference no. ----------, having registered office at _____ (full address with telephone number & Email ID and website), and having factories at_____.

2. M/s._____ is authorized distributor for our product / products of our foreign manufacture in _____ from date _____and they are authorized to quote and follow up on our behalf, and the said agreement is valid in force as on date;

3. I/We undertake to supply the Consumable(s)for which the quotations are submitted by M/s._____ on our behalf in respect of tender reference no. #_____: and

4. I / We have read all the terms and conditions of the Tender Document and the same are irrevocably binding upon us till the expiry of the contract signed & executed on our behalf; and

5. I/We shall notify the Managing Director, CGMSL immediately if there is any change in the agreement between M/s._____ and me/us regarding authorized distributorship of our products and further undertake to supply the items quoted by the distributor on my / our behalf at the quoted price in the tender in case of such a change of agreement.

6. We further confirm that no supplier or firm or individual other than M/s._____ (name & address of the above distributor) is authorized to submit the tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Document for the above goods manufactured by us.

7. We also hereby declare that we have the capacity to manufacture and supply the quantity of the Consumable(s)tendered within the stipulated time.

8. We hereby declare that our Indian subsidiary company dealing with the product in question is not participating in any tender across India / we do not have a subsidiary company in India. (Please strike through the option which is not applicable)

9. This authority is applicable only for tender reference #_____.

Date: -

SIGNATURE & STAMP OF BIDDER

Note:

1. This letter of authority should be on the letterhead of the foreign manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer and the letter should be self-attested.
2. The Bidder shall mandatorily submit a notarized copy of its' license to import such Consumable(s).

Annexure 13: Indicative format for PRICE BID (BOQ)to be submitted online only

S. No	Item Code	tem Name / Specificatio	Pack size	Basic Unit	HSN NO.	BASIC PRICE	GST%	GST AMOUNT	TOTAL COST
1	2	3	4	**5**	6	**7**	8	9	10
1									
2									

(i) L1 rate will be decided on Comparative price per unit (Column 7) Basis.
(ii) As per GST Norms is Applicable
(iii) Bidder should be submitting HSN No. and GST% Document in Cover B
(iv) Price quoted will on online in e-procurement website only. Need not to be submitted in any PDF or document.

The price should be quoted only in Indian currency Note:

Signature of the Tenderer
Name
Designation
Business address

Annexure 14: [Declaration for Non-Drug/Non-Medical Device Items][12]

Tender Ref No……

To,

Managing Director

Chhattisgarh Medical Services Corporation
Limited (CGMSCL), Nava Raipur,

4th Floor, C.G Housing Board Commercial Complex, Southeast Corner Sector 27, Atal Nagar, Nava Raipur (CG)- 492015

I/we_____, am /are in the capacity of _____ in M/s_____ having its registered office at _____ and its factory premises at_____, do hereby declare that the quoted Consumable(s) i.e.,_____ does not fall in the scope of Drugs & Cosmetics Act 1940 (including any rules thereunder) and Medical Device Rule 2017.

That I/we are eligible to participate in the tender no_____, for the following item conforming the terms and conditions laid down in the tender document along with the amendment(s) if any following all the order (s) mentioned by various ministry/department referred in the subject tender:

S No.	Item Name	Specification	Compliance to Specifications

That I am / We are aware of the Tender inviting Authority's right to forfeit the Performance Security Deposit and suspending/disqualifying/blacklist me if, any information furnished by us proved to be false at any time during the contract period.

Signed.....

Name: ……..

Designation…….…….

[12] As applicable, basis technical specifications of the Consumable(s). In case the Consumable(s) does not fall within the scope of Drugs and Cosmetics Act, 1940 (and any rules thereunder) or Medical Devices Rules, 2017

(Company Seal)

(To be signed by the Authorized Signatory of the Bidder)

Annexure 15: Performance Bank Guarantee (PBG)/Security Deposit (SD) format

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 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 16: Pre-Contract Integrity Pact

Tender Ref No……

- Enabling the TIA to obtain the desired Consumable(s) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

- Enabling Bidders to abstain from bribing or indulging in any corrupt 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 TIA will commit to prevent corruption, in any form, by its official by following transparent procedures.

1. COMMITMENTS OF THE TIA

The TIA commits itself to the following:-

1.1 The TIA undertakes that no official of the TIA, 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.

1.2 The TIA 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.

1.3 All the officials of the TIA 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.

2. 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 TIA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the TIA 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 TIA the proceedings under the contract would not be stalled.

3. 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:

3.1 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 TIA, 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.

3.2 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 TIA 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.

3.3 The Bidder further confirms and declares to the TIA that the Bidder is the original manufacture/Integrator/Authorized government sponsored export entity of the Consumable(s) 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 TIA 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.

3.4 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 TIA 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.

3.5 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.

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

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

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

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

4. PREVIOUS TRANSGRESSION

4.1 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.

4.2 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.

5. ERNEST MONEY DEPOSIT

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

6. SANCTIONS FOR VIOLATIONS

6.1 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 TIA to take all or any one of the following actions, wherever required: -

i. 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 TIA and the TIA, shall not be required to assign any reason, therefore.

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

iii. To recover all sums already paid by the TIA, 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 TIA in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

iv. 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 TIA, along with interest.

v. 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 TIA resulting from such cancellation/recession and the TIA shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

vi. 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 TIA.

vii. 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.

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

ix. 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 TIA, or alternatively, if any close relative of an officer of the TIA 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 TIA to rescind the contract without payment of any compensation to the Bidder.

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 upon Government 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 to the Government servant's wife or husband and wholly dependent upon Government servant.

x. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TIA, and if he does so, the TIA 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 TIA resulting from such rescission and the TIA shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

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

7. INDEPENDENT MONITORS

7.1 The TIA will appoint Independent Monitors (Hereinafter referred to as Monitors) for this Pact.

7.2 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.

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

7.4 Both the parties accept that the 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.

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

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

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the TIA 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.

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

11.1 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 TIA 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.

11.2 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.

12. The parties hereby sign this Integrity Pact at……..on……

TIA

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*

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 4th Floor, C.G Housing Board Commercial Complex, Southeast Corner Sector 27, Atal Nagar, Nava Raipur (CG)-492015 (hereinafter "the TIA") 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 TIA is desirous that certain specified Consumable(s) as detailed in clause 10 of this Contract (Brief Description of Consumables) be procured and has accepted a bid by the Supplier for the supply of those consumables 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.....) as Performance 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.:

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

    2. Supplier's Acceptance to NOA

    3. Letter of Indent (LoI)

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

    5. The Price Bid submitted by the Supplier.

6. The schedule of requirements.

7. The technical specifications; and

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

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

5. In consideration of the payments to be made by the TIA to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the TIA to provide the consumables and to remedy defects therein in conformity in all respects with the provisions of the Contract.

6. The TIA hereby covenants to pay the Supplier in consideration of the provision of the consumables 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.

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

8. 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 'TIA 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.

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

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 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.	Item 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**

13. 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.

***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 CGMSCL 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 TIA)

Signed, Sealed and Delivered

(on behalf of the Supplier)

Address for communication:

Address for communication:

In presence of

1.

2.

Office of the-

Sd/-

Managing Director,

[******]

Schedule 2 Performance Security Form

To,

Managing Director
Chhattisgarh Medical Services Corporation Limited,
Nava Raipur
4th Floor, C.G Housing Board Commercial Complex,
Southeast Corner Sector 27, Atal Nagar,
Nava Raipur- 492015

Dear Sir,

Whereas you intent to enter into a contract, as per your LoI, 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 "Consumable") 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 Consumable(s)to 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 or released 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 {date of validity should not be less than 24 months from signing of the Contract} >>.

Signature and Seal of Guarantors _____

Date _____

Address: _____

_____

Schedule 3: Place of Delivery

Sr. No.	Consumable(s)Name	Place of Delivery

Section 4: 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.-Sendari Bilaspur Ratanpur 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	Mrs.RekhaRarkam (Assistant Manager) Mob. No.-7470916785 Email: kawardhawh-cgmsc@ch.gov.in

		Road, Kawardha Dist- Kabirdham, Pin: 491995	
11.	District Drug Warehouse Korba	Drug Warehouse Korba CMHO Office Campus 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 Mahasamund	Drug Warehouse Mahasamund, Village – Kharora Raipur Road, Mahasamund Pin: 493445	Mrs.Chandan Dadsena(Assistant Manager) Mob. No.-78319560908 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 Dantewada Geedam, 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

Schedule-5: 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.

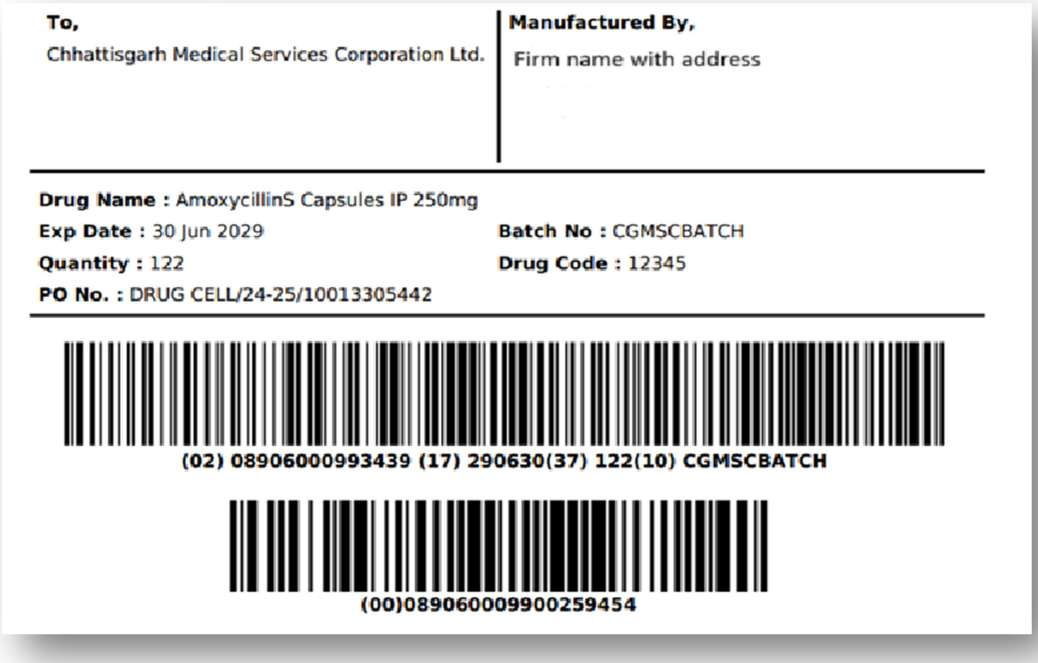
Technical Specification for GS1Standardsfor Manufacturer(s)/Importer(s):

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

Recommended bar code type: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 Brackets not encoded in the barcode	2	Fixed	Numeric
290630	Expiry Date YY/MM/DD	6	Fixed	Date
(37)	Application Identifier to Indicate Quantity Brackets not encoded 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/Lot No	20	Variable	Alphanumeric
(00)	Application identifier to indicate the SSCC Brackets not encoded n the barcode	2	Fixed	Numeric
089060009900259454	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

Recommended bar code type:GS1-128



Attribute	Description	Length	Nature	DataType
(00)	Application identifier to indicate the SSCC Brack-ets Not encoded in the bar-code	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

Recommended bar code type:GS1 Data Matrix



Attribute	Description	Length	Nature	DataType
(02)	Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode	2	Fixed	Numeric
08906000993439	GTIN-14-Unique product code with first digit being the packaging indicator	14	Fixed	Numeric
(17)	Application Identifier to indicate Expiry date Brackets not encoded in the barcode	2	Fixed	Numeric
290630	Expiry Date YY/MM/DD	6	Fixed	Date
(10)	Application identifier to indicate Lot/batch Brackets not encoded 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 unit Brackets not encoded	2	Variable	Numeric
122	Units/Count of trade items	8	Variable	Numeric

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

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