Tender Ref. No 12(R)/Ayur-Classical/CGMSCL/Drugs/PSU/2026-27,Dt.02/09/2026

e-proc NIT No.- 198778

CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.

(A Government of Chhattisgarh Undertaking)

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

Website: http://www.cgmsc.gov.in, email Id: medicine.cgmsc@gov.in

e –TENDER FOR RATE CONTRACT with Central Public Sector Undertakings (CPSUs) or from Public Sector undertakings (PSUs), Pharmacies and Cooperatives under State/UT Governments with their own manufacturing units and following Good Manufacturing Practices (GMP) compliance OF (AYUSH) AYUR-CLASSICAL TO CHHATTISGARH MEDICAL SERVICES CORPORATION LTD

(AS PER ANNEXURE II)

LAST DATE FOR ONLINE SUBMISSION OF TENDER : 16/09/2026

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S. No.	PARTICULARS	DETAILS
1.	TENDER REFERENCE	12(R)/Ayur-Classical/CGMSCL/Drugs/PSU/ 2026-27,Dt. 02/09/2026
2.	TENDER WEBSITE	https://eproc.cgstate.gov.in
3.	DATE OF TENDER UPLOAD	02/09/2026
4.	STARTING DATE OF ONLINE BID SUBMISSION	02/09/2026
5	TIME AND DATE OF PRE-BID MEETING	07/09/2026 Time12:00 PM
6.	LAST DATE AND TIME FOR SUBMISSION OF QUERIES AND CLARIFICATION	07/09/2026 Time 05:00 PM
7	LAST DATE AND TIME FOR SUBMISSION OF TENDER	16/09/2026 Time 05:00 PM
8.	PLACE OF OPENING OF TENDER DATE AND TIME OF RECEIPT OF	Online on https://eproc.cgstate.gov.in
9	SAMPLES FOR QUALITATIVE EVALUATION (IF APPLICABLE)	Bidders eligible in cover A shall submit **3-3 sample** for each quoted items within 7 days.

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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./2924/सी.लिमि.सी.एस.एम.जी./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, 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 **02/07/2026 से 30/09/2026** 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 01/07/2026
(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./ 2924/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, 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 **02/07/2026 to 30/09/2026** and visit above websites for various amendments on tenders issued time to time.

Date: 01/07/2026 (Approved By MD,CGMSCL)

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

SECTION I

INTRODUCTION

1.1. Chhattisgarh Medical Services Corporation (CGMSCL) is incorporated on 7th October 2010 under the Companies Act 1956 and that the company is Limited under Health and Family Welfare Department of Chhattisgarh for providing various services to the health care institutions under the Department of Health and Family Welfare, Government of Chhattisgarh.

1.2. Our Main objectives are:

- CGMSCL is established to procure, test, store and supply of all kinds and variety of generic drugs & medicines, Suture and Surgical items to the various Health facilities (Medical Colleges, District Hospitals, CHCs and PHCs) as per indent received from Health Department.

- CGMSCL is established for Procurement, Distribution, Installation and Maintenance of all types of medical equipment and instruments required in various Health facilities in Chhattisgarh.

- Designing and construction of hospitals and other building for Health Department Govt. of Chhattisgarh.

1.3. This tender is an e-tender and only on-line bid submission is possible. The e-tender portal (https://eproc.cgstate.gov.in) is designed by Chhattisgarh Infotech Promotion Society (CHIPS) Raipur.

1.4. Bidders are cautioned that bids devoid of proper documents or adequate information are liable to be rejected. Bids of firms who have furnished all the required documents for each of the product quoted, would only be considered. Utmost care should be taken to see that all the required/proper documents are uploaded.

1.5. All supplies shall be accompanied with the certificates of analysis from the In house test report or NABL Accredited Laboratory or Government Labs or Government Undertaking Laboratory (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. This test report or the QC approval will not be deemed as a proof of stability of the product during shelf life. The bidders are cautioned that supply of drugs of inferior quality would attract different penal provisions. It is the onus of the manufacturer and supplier under the Drugs and Cosmetics Act and Rules to produce and supply drugs of standard quality and various measures are prescribed in the law to achieve the object. The Corporation would test each and every batch of the drugs and other materials and the supplier will have the obligation to pay the cost of the goods found to be defective and shall be liable for penalties applicable. The supplier may also be liable for criminal procedures as may be initiated by the Drugs Control department. The bidder will also be liable for disqualification from the tenders of the Corporation.

1.6. A pre bid meeting will be convened to clarify the doubts of the prospective bidders held at CGMSCL Head office, Naya Raipur as scheduled.

1.7. Amendments in the terms and conditions of the Tender Documents may be necessitated before the last date of submission of bid on the basis of feedbacks obtained and on expert advice.

1.8. Since the drugs procured are meant for treatment of precious human life in Government hospitals, depended by the poor and downtrodden of the society, it is our endeavor to ensure that only quality drugs are procured and supplied.

1.9 If on testing in the laboratory or other verifications the drug is found to be of inferior quality or not complying with the parameters of quality including packaging or any of the provisions of the law the drug supplied will be refused and the supplier will be liable to repay the amount paid and make good the other losses as may be applicable.

1.10. Where any drug is found to be not of standard quality or misbranded or adulterated or spurious or otherwise contravenes the provisions of the Drugs and Cosmetics Act & Rules, the payments for the entire supply of the batch(s) concerned will be withheld or recovered. However, if the Tender Inviting Authority finds the supplier to be an unreliable party by virtue of the violations of the law or of the contract as the case may be, the TIA may terminate the contract and also may blacklist the supplier. Apart from the tests mentioned in the official monographs, additional tests like friability and hardness of the tablets, leak test for primary packing of the products, freedom from pathogenic organisms etc. will be conducted as drug safety depends upon total quality compliance. The suppliers shall be solely responsible for ensuring the quality of the item during transportation and shelf-life. The packaging drugs used for primary and secondary packaging shall be of such nature that the quality of the drug contained is preserved throughout its life period. The storage requirements stated on the labels shall be in accordance with the provisions of the Drugs and Cosmetics Act & such stipulation is made in the law will not be acceptable. Quality Assurance goes together with Quality Control and it is the onus of the bidder to ensure not only proper quality control but also total quality assurance.

1.11. Inspections of manufacturing units of bidders prior to acceptance of bid or at any stage before or after award of contract will be at the discretion of the Corporation

1.12. The money spent by the Corporation is public money and hence accountable. All decisions will be published from time to time on our website **www.cgmsc.gov.in.**

Sd/-
Managing Director
CGMSCL
Atal Nagar,Nava Raipur(CG)

Section II

DESCRIPTION, DIRECTIVE & ABBREVIATIONS

Chhattisgarh Medical Services Corporation Limited 4th Floor, C.G Housing Board Commercial Complex, South East Corner Sector 27, Atal Nagar Nava Raipur-CG Pin 492015 (here in after referred as **Tender Inviting Authority/Purchaser** unless the context otherwise requires) invites e – TENDER FOR RATE CONTRACT OF AYUSH DRUGS to Chhattisgarh medical services corporation limited **FOR THE YEAR 2026-27.**

2.1 DESCRIPTION

S. No.	Particulars	Details
1	Purchaser	Chhattisgarh Medical Services Corporation Limited, New Raipur, (CG)
2	Consignee	Assistant manager of drug warehouses (**Annexure** XVI).
3	Bidder	Intending agencies participating in Tender process for supply of goods.
4	Supplier	Successful Bidder to whom contract is awarded.
5	Language of Bid	English
6	List of Items	List of Items in **Annexure** –II (Schedule of requirements)
7	EMD	Rs. 200000/- (NEFT/RTGS), (Refundable) for **manufacturer with own manufacturing unit .**
8	Tender Processing cost	**Rs.5000/- (e-transfer, RTGS) (Non - refundable)**
9	Tender System	3 cover system, Cover –A: EMD, tender fee & prequalification, Cover –B: Technical bid, Cover – C: Price bid.
10	Schedule of events	As per online tender time schedule (Key dates) on ***http://eproc.cgstate.gov.in***
11	Validity of rate contract:	One and half years from the date of signing of contract and extendable upto six months, if required.
12	Address for communication	4th Floor, C.G Housing Board Commercial Complex, South East Corner Sector 27, Atal Nagar Nava Raipur-CG Pin 492015 E Mail -**medicine.cgmsc@gov.in**

Note: The bidders shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids. Bids will be opened in the presence of authorized representative appointed by bidder on the specified date and time.

2.2 GENERAL DEFINITIONS/ EXPLANATIONS

In this Contract, the following terms shall be interpreted as indicated:

2.2.1 Government-Government of Chhattisgarh, represented by the Secretary to Health &Family Welfare, Nava Raipur.

2.2.2 Tender Inviting Authority (TIA) - is the Managing Director of the CGMSCL, who on behalf of the User Institution/Government or the funding agencies invites and finalizes bids and ensures supply of the drugs procured under this Tender Document. The term shall include such other officials not below the rank of General Manager of the CGMSCL to whom any of the powers of the Managing Director is delegated.

2.2.3 Tender Document-means the document published by the Tender Inviting Authority containing the data identifying the article to be purchased, the quantity and delivery, and which includes designs, specifications, quality requirements and general conditions which will govern the contract on acceptance of a bid.

2.2.4 e-tender-The process of notifying/ floating tender and pursuing actions of tender opening online.

2.2.5 Goods - All Drugs, medicines, equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

2.2.6 Purchaser - means the Chhattisgarh Medical Services Corporation Limited (CGMSCL), the organization purchasing the Goods.

2.2.7 Bidder - means the individual or firm who participates in the tender and submits its bid.

2.2.8 Days - means calendar days.

2.2.9 Supplier - means the individual or firm supplying the goods and Services under the contract.

2.2.10 Services - means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract.

2.2.11 End User - means the consignees stated in Annexure XVI.

2.2.12 Notification of Award - means the intention of the Purchaser to place the Purchase order on the bidder or to enter in to contract with the bidder.

2.2.13 Contract - means the agreement entered in between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and the appendices thereto and all documents incorporated by reference therein.

2.2.14 Contract Price - means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.

2.2.15 L1 rate - means the lowest rate declared by the Tender Inviting Authority for products mentioned in this Tender Document.

2.2.16 Matched L1 rate - means the rate of the bidder or bidders who have consented, in writing, to match with the L1 rate for the particular product and agreed to abide by the terms and conditions of the Tender Document.

2.2.17 Purchase order - means the order issued by the Tender Inviting Authority to the supplierinforming to supply the required quantity of the Drugs at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the purchase order.

2.2.18 Supply Schedule–means the schedule for supply of product which shall be adhered to forsupply as per Clause mentioned unless altered with mutual consent on the basis of the movement /consumption of products, exigencies and other reasons suiting the requirements of TIA and not suiting to the requirements of the supplier.

2.2.19 SKU(Pack Size)–The rate to be given on the price bid shall be quoted for SKU(Pack Size) **as mentioned in schedule of requirement (Annexure-II).**

2.2.20Empaneled laboratory - Drug testing laboratory approved under the Drugs and Cosmetics Act, selected by the TIA either through open tender process or by expression of interest or otherwise for the purpose of conducting analytical testing of drugs listed in Section IV supplied by the suppliers.

2.2.21 Inspection -The premises and related facilities and documents shall be open for inspection at the discretion of the TIA at any stage after presentation of bid or award of contract.

2.2.22 NABL Accredited LAB - The testing Laboratories duly recognized by the National Accreditation Board for Testing and Calibration Laboratories (a Constituent Board of Quality Council of India) for the technical competence for performing the specific tests with reference to international standards. Such Laboratories should have NABL accreditation in relevant disciplines separately to perform quality tests for the tested category of items and shall be duly approved by the D&C Act, in case of drugs. The NABL accredited laboratory should furnish certificate of analysis as per Form 39 of D & C Rules.

The NABL accredited laboratory, for the purpose of this tender, means a third-party independent testing laboratory satisfying the above requirements and which shall not be a part of the manufacturing unit or not owned by the manufacture/bidder. The NABL test report should be complete and covering all parameter specified in the official monographs or other standards.

2.3 ABBREVATIONS

S. No.	Particulars	Details
1	CGMSCL	Chhattisgarh Medical Service Corporation Limited
2	MD	Managing Director
3	TIA	Tender Inviting Authority
4	TEC	Tender Evaluation Committee
5	CHC	Community Health Center
6	PHC	Primary Health Center
7	EMD	Earnest Money Deposit
8	UCP	Ultimate Cost to Purchaser
9	ISO	International Standardization for Organization
10	WHO	World Health Organization
11	CDSCO	Central Drug Standard Control Organization
12	GMP	Good Manufacturing Practices
13	US-FDA	United State Food & Drug Administration
14	MHRA	Medicine & Health Care Products Regulatory Agency
15	EU	European Union Export Certificate
16	TGA	Therapeutic Goods Administration
17	COPP	Certificate of Pharmaceutical Product
18	QA	Quality Assurance

Section-III

ELIGIBILITY OF BIDDER

3.1 ELIGIBILITY CRITERIA

3.1.1 Manufacturing license and product permit:

- The Bidder shall be PSU (a central public sector undertaking or state undertaking), Pharmacies and Co-operatives under state/UT possessing a valid manufacturing license for their own manufacturing unit (min 3 year exp.) for the item(s) quoted or duly acknowledged renewal application with old license issued by the State Licensing Authority / Central Licensing Approving Authority (wherever applicable) or copy of original Treasury Challan regarding manufacturing license retention fee.

- In case of non-drug item(s) where neither the D & C Act. 1945 Nor the medical device Rule 2017 is applicable the bidder must have a manufacturing License Import Export certificate (IEC) with an undertaking/Self declaration in his letter pad as per Annexure-XIII that the tendered item(s) quoted by the bidder is/are non-drug item(s).
- Distributors/agents/contract manufacturers are not eligible to participate in the tender.
- There is no vigilance/ CBI case pending against the firm/supplier and the firm has not been blacklisted/debarred on the date of submission of the bid by any Central Govt./State Govt. department/hospital/PSUs etc.
- Bidder must have market standing in India of minimum 3 years issued by the concerned Licensing Authority from Drug Control Department only for each and every product quoted in tender.
- All quoted items must be manufactured in a Manufacturing unit with GMP (for Manufacturers with own manufacturing units) certificate issued by the Licensing Authority.

3.1.2 Average Annual Turnover:

- The average annual turnover of the last three (financial) years for Non-SSI Units shall not be less than Rs. 4.00 Crores as per **Annexure-VI**
- In case of Micro, Small and Medium Enterprises (here in after referred as MSME) located in Chhattisgarh State, the average annual turnover of the last three financial year shall not be less than Rs.50 Lakhs. The bidder shall submit proof of the same (CA certified copy of audited accounts).

3.1.3 Special cold storage facilities:

- Those bidders offering the items requiring special cold storage condition should either have their own cold chain transporting system or should have proper contract with a transporting agent having facilities to transport the drugs under cold chain norms from the manufacturing unit to the respective warehouses of the Corporation by complying cold chain norms.

3.1.4 Market Standing:

- Bidder must have market standing in India of minimum 3 years issued by the concerned Licensing Authority from Drug Control Department only for each and every product quoted in tender.
- If above market standing certificate not provided by concerned Licensing Authority then Along with letter of Concern Licensing Authority ,CA certified market standing certificate copy (minimum 3 years) Should be submitted.
- In case of new drug (i.e., drug introduced in India within 1 year before tender floating date), exemption from submission of market standing certificate for product but, importer/manufacturer has to submit Form no- 45 or 46 (whichever is applicable) under the provisions of Drug and Cosmetics Act 1940 and Rules 1945, issued by competent authority.

Note:

- If (wherever applicable) any changes are observed in the formula/ formulation/ strength from competent authority in near past, then exemption from market standing certificate of the same will be considered.
- The merger / amalgamation / transfer of business / transfer of assets / share in sister concern / share in joint venture etc. of a firm affect the bid condition relating to 'Past Performance' / 'Market Standing Certificate' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate or any other document(s) / certificates which shall be annexed with the tender documents.

3.1.5 GMP

- All quoted items must be manufactured in a Manufacturing unit with GMP (for Manufacturers with own manufacturing units) certificate issued by the Licensing Authority.

- Note: Valid certificate mean the certificates should be valid on the date of opening of technical bid.

- Items that come under Schedule 'T' of the drugs & cosmetic Act 1940 & rules 1945 are exempted from the requirement of GMP. Only GMP required for Schedule 'T'

3.1.6 Non-conviction Declaration:

- The bidder shall not be convicted under the Drugs and Cosmetics Act and other laws administrated by the department and no prosecution actions shall be in progress or pending against the licensee and the license of the firm shall not be cancelled or suspended for non-compliance of provisions of Drugs and Cosmetics Act 1940 and the rules 1945.

3.1.7 Minimum Required Shelf Life:

- Minimum Expected Shelf Life should be 80% at the time receipt at consignee.
- Maximum Shelf Life printed on label should be as per Drug & Cosmetic Act & Rules and as per the bidder's License permission.

3.1.8 Tender fee & EMD

- Make RTGS/NEFT payment for EMD and Tender processing Fee.
- Detail of RTGS/NEFT Payment: Account Name: CGMSC Ltd Drugs Procurement Tender Account No: 540901010050665
- Fund should be transfer through RTGS/NEFT from bidder account. Noncompliance of thesame may tantamount to cause of rejection.
- **Combined tender Fee & EMD may be submitted. (e.g., EMD Rs. 200000/- & Tender Fee Rs. 5000/- may be submitted as Rs. 205000/- and Only one UTR No. may be provided) In caseof EMD exemption, only tender processing fee has to be submitted.**

3.1.9 GST Registration:

- GST registration certificate and copy of GST returns of at least 1 month of last 3 month fromthe Published date of tender.

3.2 NON-ELIGIBILITY CRITERIA FOR BID FILLING

3.2.1 For Products

- Tender should not be submitted by the firm/company for the product(s) for which the firm / company has/have been blacklisted / banned / debarred by CGMSCL or any other State Government / Central Government / its Drug procurement agencies due to quality non-compliance, GMP non-compliance, violations of Drugs & Cosmetics Act and Rules and/or fraudulent/illegal practices of the drugs supplied or on any grounds during the period of blacklisting.
- Tender should not be submitted by the firm/company for the product(s) for which the firm / company/manufacturing unit has/have been blacklisted / banned / debarred by any other State Government / Central Government / its Drug procurement agencies due to quality non-compliance during the period of blacklisting.
- For Bidders/Firms: Loan Licensees, third-party contract manufacturers, and marketers are strictly ineligible to participate in this tender. Bidders must possess absolute ownership and direct operational control over the manufacturing facility where the tendered Ayurvedic products are produced, in strict compliance with Clause 4 (4.2) of the National AYUSH Mission (NAM) procurement guidelines.

3.2.2 For Firms/ Company

- The Concern/Company/Firm which has/have been blacklisted by CGMSC Ltd., due to quality failure / nonperformance of tender conditions / any other grounds should not participate in the tender during the period of blacklisting.
- The Concern/company/firm which has/have been blacklisted by any other State Government / Central Government / its Drug procurement agencies due to quality non-compliance, violations of Drugs & Cosmetics Act and Rules, submission of Forged /fabricated /false documents and/or fraudulent/illegal should not participate in the tender during the period of black listing.

3..3 Other conditions:

- **Blacklisting:-** Tender should not be submitted by the firm/company for the product(s) for which the firm /company/manufacturing unit has/have been blacklisted / banned / debarred by CGMSCL due to quality non-compliance, GMP non-compliance, violations of Drugs &

Cosmetics Act and Rules and/or fraudulent/illegal practices of the drugs supplied or non performance of tender conditions or on any grounds during the period of blacklisting.

- Tender should not be submitted by the firm/company for the product(s) for which the firm / company/manufacturing unit has/have been blacklisted / banned / debarred by any other State Government / Central Government / its Drug procurement agencies due to quality non-compliance. During the period of blacklisting.

- Note: During the validity of the tender if the firm/ company is blacklisted by any other State Government / Central Government / its Drug procurement agencies on the grounds stated above/ convicted by any Court of law in India, it shall be intimated within 7 days to CGMSCL by the corresponding firm/ company.

- Where product(s)/ Supplier is blacklisted in any other State Government / Central Government / its Drug procurement agencies for situation detailed above occur after the submission/opening of the bid/award of contract, the products(s)/bidder/firm will be liable for blacklisting/rejection/termination/cancellation of contract/purchase order/LOI etc. It shall be intimated within 7days to CGMSCL by the corresponding firm/ company.

  The product(s)/bidder will be liable for such action in the event of any conviction/initiation of prosecution action under the Drug and Cosmetics Act at any stage after submission/opening of bid.

- The Tendered should give a notarized affidavit that they have not been blacklisted due to quality failure and/ or fraudulent/illegal practices for the quoted product / firm by any other State Government/ Central Government/ its drug procurement agencies or by CGMSCL and also not blacklisted by CGMSCL due to non-performance of tender conditions and there by eligible to participate in the present tender. (Blacklisting declaration format Notarized affidavit as per Annexure).

- That the CGMSCL Tender Inviting Committee reserved full rights to black list the Product/firm/Company if in the interest of public at large the Black listing of the product & Firm/Company is necessary.
- That the CGMSCL Tender Inviting Committee reserves full rights to black list the Product/firm/Company if in the interest of public at large the Black listing of the product & Firm/Company is necessary.

SECTION IV

INSTRUCTION TO BIDDERS

4.1 EARNEST MONEY DEPOSIT (EMD)

4.1.1 EMD acts as a safe guard against bidder's withdrawing/altering its bid during the bid validity period. EMD (or Bid Security) is must for all bidders except for those firms holding exemption certificate for EMD from the District Industries Centers of Directorate of Industries and Commerce, Govt. of Chhattisgarh. Accordingly, the bidder needs to provide sufficient documentary evidence in support of the exemption along with the tender document to avail the same.

4.1.2 **EMD will be accepted in the form of RTGS/NEFT in favors of MD, CGMSCL of the amount as mentioned in Section II.**

Account Name: **CGMSC Ltd Drugs Procurement Tender**

Account No: **540901010050665**

Bank Name: **Union Bank of India, Shankar Nagar Branch, Raipur. CG**

IFSC/RTGS code: **UBIN0554090**

(E-Transfer receipt has to be uploaded along with the Tender & UTR No. should be mentioned clearly)

Note: Fund should be transfer through RTGS /NEFT from bidder account. Noncompliance of the same may tantamount to cause of rejection. Earnest Money Deposit will not earn any interest.

4.1.3 SSI Units located in Chhattisgarh will be exempted from submission of EMD in respect of drugs for which the certificate has to be produced as per clause 4.7 (purchase rule book) of Chhattisgarh Stores Purchase Rules. The SSI Units will be required to furnish a notarized undertaking (as per **Annexure**-XIII) to the effect that in the event of non-fulfillment or non-observance of any of the condition stipulated in the tender / contract, the SSI Unit shall pay a penalty, equivalent to the applicable penalty / Earnest Money Deposit of the drug(s) quoted stipulated in the tender to offset the loss incurred by the Tender Inviting Authority consequent on such breach condition of tender / contract.

4.1.4 REFUND OF EARNEST MONEY DEPOSIT

The EMD should be refunded in the following circumstances:

4.1.4.1 The EMD submitted by unsuccessful bidders shall be returned to them when they declared not eligible in any stage of tender.

4.1.4.2 The EMD submitted by the successful bidder should be returned without any interest after the successful bidder deposits the performance security according to conditions stipulated in the bid document.

4.1.4.3 If Bidder Qualify in any single/ More than one Medicine, then also full EMD amount submitted with the Bid shall be returned without any interest after the successful bidder deposits the performance security according to conditions stipulated in the bid document.

4.1.5 Forfeiture of Earnest Money Deposit-

The EMD shall be forfeited in the following circumstances.

4.1.5.1 If the bidder withdraws from the bid after submitting the technical bid.

4.1.5.2 If any document /information provided by the bidder in support of its eligibility is proved to be false or forged then EMD may be forfeited.

4.1.5.3 The EMD of the successful bidder shall be forfeited if the bidder fails to sign agreement and furnish security deposit within stipulated time after the award of contract.

Note: Without EMD or Tender fee bidder will not be considered for further process / rejected.
(Except bidder submitted document & Eligible for exemption of EMD & tender fee).

4.2 VALIDITY OF BID-

The bid shall be valid 120 Days from the date of opening of Cover-A and prior to the expiry of the bid validity; the Tender Inviting Authority may request the tenderers to extend the bid validity for further period as deemed fit. However, CGMSC Ltd., reserves the right to place purchase orders at the quoted rate till such period of validity of the tender and the tenderer (s) are bound to accept the orders at the rates quoted / accepted and within the production capacity indicated in the tender, irrespective of execution of agreement / finalization of price.

4.3 CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by e-mail at the Purchaser's mailing address indicated in the Invitation for Bids. The purchaser may decide to plan a pre-bid meeting which will be notified in office website. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised up to that stage. Tender inviting authority reserves the right to take decision on nature and extend of amendments required.

4.4 AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment. All such amendments will be made available on http://www.cgmsc.gov.in website. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

4.5 PERFORMANCE SECURITY

Contract security acts as a safeguard against successful bidder's withdrawing/altering/breaching its contract during the contract period. The EMD of successful bidder(s)will be automatically treated as contract security, from the moment of declaration of successful bidder(s). If successful bidder(s) wishes to submit this contract security in the form of a BG/FDR, then they can do so and after submission of such equivalent value of BG/FDR, earlier deposited EMD amount shall be released by CGMSC. Contract Security shall be refunded/ returned up to the extent of submission of performance guarantee against Purchase Order or after completion of contract period, whichever is earlier. If the successful bidder breaches/withdraws/alters obligations during contract period and or fails to furnish performance guarantee within the stipulated period after issuance of any purchase order, then contract security as available, shall be forfeited.

SECTION-V

THE TENDER PROCESS

5. THE TENDER PROCESS

The tender process will be of 3 cover system, consisting:

Cover – **A**: EMD, Tender fee & prequalification

Cover – **B**: Technical evaluation

Cover – **C**: Price bid

5.1 Requirements of Cover A: -

S.No.	Documents
1	Copy of RTGS Receipt for submission of EMD & Tender processing fee with UTR No.
2	Copy of EMD exemption certificate if applicable.
3	GST registration certificate and copy of GST returns of at least 1 month of last 3 month from the Published date of tender.
4	The bidder shall be a Public Sector Undertaking (PSU) owned or controlled by the Government of India or any State Government.(The bidder shall submit documentary evidence in support of its status as a CPSU, PSU, State/UT Government Pharmacy, or State/UT Government-controlled Cooperative Organization)
5	Valid manufacturing license /Loan License / Import license (Original copy of Drug license & Renewal Certificate to be scanned & uploaded only; incase original copy is not available, Self attested copies of Drug license & Renewal Certificate to be scanned & uploaded) approved by the drug licensing authority in case of Drug items. In case of non-drug items copy of manufacturing license in case of manufacturers, copy of Import Export Certificate (IEC) in case of importers and copy of authorization letter from original manufacturer/importer. Original documents should be produced when demanded for verification.
6	Self attested copy of approved license by licensing authority with product permission of the bidder. The items quoted & drug code (CGMSC) should Mandatory be **HIGHLIGHTED**; drug code as mentioned in tender document should be indicated. If the products quoted are not found highlighted in the copy of license and product permission submitted then it will not be considered for further processing. Original documents should be produced when demanded for verification.
7	Self attested copy of Import License for the products quoted issued by licensing authority. The items quoted & drug code (CGMSC) should Mandatory be HIGHLIGHTED; drug code as mentioned in tender document should be indicated. If the products quoted are not found highlighted in the copy of license and product permission submitted then it will not be considered for further processing. Original documents should be produced when demanded for verification. (Document should be uploaded in color scan copy of either original of attested copy)
8	Attested photocopy of import license (in Form 10 with Form 41), as per Rule 122A of the Drugs and Cosmetics Act 1940, if the product is imported should be furnished. The license must have been renewed up to date. A copy of a valid license for the sale of Drugs (In form 20B/21B) imported by the firms issued by the State Licensing Authority

	shall be enclosed. Original documents should be produced as and when demanded for verification.
9	GMP (for manufacturers with own manufacturing units) issued by Competent Authority. In case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with GMP or certificate. In case of bidder as manufacturer having manufacturing license as per Medical Devices Rules, 2017, there is no requirement for submission of Valid GMP certificate.
10	The details containing the name and address of the manufacturing premises / importing unit where the drugs quoted are actually manufactured / imported should be given as per the format in **Annexure-**III (On Non-Judicial Stamp Paper worth Rs.100/-duly notarized by public notary)along with exact address of the registered/Corporate office.
11	List of items for which bid is quoted as per format in Annexure IV (On Non-Judicial Stamp Paper worth Rs. 100/-duly notarized by public notary) With GST & HSN No.
12	Affidavit Strictly as per format in Annexure V (On Non-Judicial Stamp Paper worth Rs. 100/-duly notarized by public notary).
13	Annual turnover statement (As per annexure-VI)
14	Production detail of quoted product (As per format in Annexure –VII).
15	The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the Tenderer should sign the tender documents. (ANNEXURE VIII).
16	Bank details of the firm (ANNEXURE IX).
17	Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 year (Certificate obtained specifically for CGMSC tender / it should be in General) should be uploaded with list of Product. In case of direct importer, evidence of import of the said product for the last one year such as bill of landing, bill of entry for last one year and certificate of analysis are to be produced (irrespective of the Importer). In case the market standing certificate is not having the product as per the specifications mentioned in the tender, it will not be considered for further processing. If above market standing certificate not provided by concerned Licensing Authority then Along with letter of Concern Licensing Authority ,CA certified market standing certificate copy (minimum 3 years) Should be submitted.
18	Signed copy of pre contract integrity pact, signed on all pages by the tenderer. As per ANNEXURE XI.
19	Certificate for SSI units registered in Chhattisgarh state as per clause 4.7 of Chhattisgarh Stores Purchase rules for claiming EMD exemption as per provision 13.1 & 13.2 of Chhattisgarh Stores Purchase Rules (if applicable), Certified / Notarized copy of latest audited annual balance sheet and information providing their Investment in plant and machinery to prove their present status as an SSI Unit. Notarized Undertaking as per format in -Annexure XIII (On Non-Judicial Stamp Paper worth Rs. 100/- duly notarized by public notary) will have to be submitted by the bidder claiming EMD exemption.

20	Statement of Capacity of production. Annexure - XII (Not applicable for importer)
21	UNDERTAKING (Only for SSI Units) Annexure - XIII
22	Blacklisting declaration format. Annexure - XVI
23	Valid Non-Conviction Certificate issued by licensing authority.
24	Other documents for establishing eligibility of bidder

Note:

1. TIA can ask for samples submission before finalization, bidder need to submit the same within 10 days of intimation, failure to which may lead to rejection of bid.
2. 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.inor 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.

5.2 Requirements of Cover B:

1. List of items for which bid is quoted as per format in Annexure IV (On Non-Judicial Stamp Paper worth Rs. 100/-duly notarized by public notary) With GST & HSN No.

Note:-

- **Drug samples will be requested later only from eligible firms in Cover-A. An additional period of 10 days will be provided separately for submission of samples. Item code should be mentioned on the sample. Samples without item code will not be tested. Physical verification would be a part of technical evaluation, only satisfactory items will be considered for opening of price-bid.**
- TIA can ask clarification document before finalization; bidder need to submit the same within 10 days of intimation.

5.3 **Requirement of Cover C:**

Ultimate cost to the purchaser with breakup for each item (to be filled online) As per Annexure-X.

5.3.1 The rates should be quoted on SKU(Pack Size) mentioned in price bid format and not in respect of any other supply units and quoted price shall be landed price inclusive of all packing, freight, Insurance, loading & unloading, handling charges at various heads etc.

5.3.2 The rates quoted in paisa should be up to two decimal places only

5.3.3 If there is an error in the total amount obtained by the addition of sub totals, the sub- totals shall prevail and the total will be corrected. If the bidder does not accept the correction of errors, the bid will be disqualified and the EMD will be forfeited.

5.3.4 The list of documents mentioned above is only inclusive in nature; the bidder should upload all other documents which may be asked by the Tender inviting authority. All documents should be uploaded in specific template available in tender website.

5.3.5 The bidders meeting all criteria of Cover: A (Eligibility and qualification criteria as defined in Eligibility clause 3) will be qualified for evaluation of Price bid Cover: C (of qualified bidder) will be considered only for those firm/ items of any bidder that deemed satisfactory and responsive during technical evaluation/ Sample evaluation.

5.3.6 TIA/ Purchaser will have the right to ask any document (other than price bid which are mentioned in the tender document or not) at the point of evaluation of tender/ Contract period.

5.3.7 After completing the entire evaluation process for the responsive bids on they it will be entered into a ranking statement in ascending order of the evaluated prices (for example L1, L2, L3…) along with other relevant details, so that a clear picture of their standing as well as comparative financial impact is available at a glance.

SECTION-VI

AWARD OF CONTRACTS

6. AWARD OF CONTRACTS:

6.1 Award Criteria:

6.1.1 After the conclusion of Price Bid opening, the lowest offer (after giving preferences to MSMEs and State PSUs) is declared as L1 rate and the bidder as the L1 bidder.

6.1.2 If more than one Bidder will quote the same rate (up to two decimal), than all the bidder with same rate shall be declared as L1 Bidder. In this case the purchase orders for the requirement of items will be placed among them in equal/appropriate proportions.

6.1.3 To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one Tenderers, as per the tendered quantity, criticality of the item and the past performance of the suppliers and preferences applicable to state PSUs/MSMEs.

6.1.4 The TIA will publish the bid status and L1 rate in the website of the Corporation permitting the other eligible bidders to match with the lowest rate for the item quoted by them.

6.1.5 The Bidders who agree to match lowest rate (L1 rate), will be considered as Matched lowest tenderer (Matched L1 bidder).

Rate Matching:

This measure is to ensure continuity of supply, in case of non-performance by L1. When L1 has been discovered, all eligible bidders will be allowed to match L1 rates, within a period of 10 days of such discovery being made public. Such matching by non-L1 eligible bidders does not guarantee any supply order (s) to them. Only in the event of L1 failing to perform supply obligations as per tender, TIA may cancel such order to L1 (and initiate proceedings against such L1, as per tender terms) and place same order to next chronological L_n who offered to match L1 rate, as above mentioned (n=02,03,04,05…….).

6.1.6 The division of quantity to State MSMEs is as follows;

i. If the MSME has quoted the lowest rate, the quantity will be ordered as per Clause 6.1.2 and Clause 6.1.8 above. The offer of other MSMEs coming within the price preference of 10% will not be considered.

ii. If the rate quoted by one MSME is not L1 but comes within the price band of L1+10%, then orders will be placed for 30% or the quantity offered by the MSME whichever is lesser. The

orders for the remaining quantity will be placed with the L1/other matched bidders as specified in Clause 6.1.8.

iii. If two or more MSMEs comes within the price band of L1 + 10%, then the 30% quantity eligible to State MSMEs will be divided in the ratio specified in Clause 6.1.2 and Clause 6.1.8 above provided the second MSME matches with the lowest quoted MSME.

iv. If State MSMEs matches with the lowest rate then the quantity will be ordered in the ratio 50:50 between L1& MSMEs, irrespective of the bid ranking status of MSMEs.

6.1.7 Within 10 days of LOI supplier shall submit agreement, copy of LOI duly signed and sealed on all pages in token of acceptance and other documents specified.

6.2 Purchaser's right to accept any bid and to reject any or all bids:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

6.3 Issue of notification of award:

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

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

6.3.3 Purchase orders will be placed with the successful bidder based on the existing stock, availability of funds, directions of the Government and/or at the discretion of the Tender Inviting Authority.

6.3.4 The supplier, on receipt of the PO finds that the PO exceeds the production capacity declared in the Bid documents and the delay would occur in executing the order, shall inform to the CGMSC immediately without loss of time and the PO shall be returned within 10 days from the date of the order, failing which the supplier is stopped from disputing the imposition of liquidated damages, fine for the delayed supply.

6.3.5 The supplier shall furnish confirmed dispatch schedule within 10 days of Purchase order, along with Security Deposit. If the confirmed dispatch schedule/ Security Deposit are not received on or before the specified period, the purchase order is liable to be cancelled and arrangement for alternate purchases will be done at the risk and cost of the supplier.

6.3.6 Also, in case of non-pharmacopeia drug products the supplier must submit complete "Standard test procedure" along with technical specification of the product in the head office of CGMSC within 10 days of release of Purchase order. In case of failure on part of the supplier to furnish such document the batch of the drugs will not be accepted. It should be noted that in case of multiple batches of same drugs in one purchase order such documents will be submitted only once for one purchase order.

6.3.7 The Tendered 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 what so ever.

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

6.3.9 If the bidder fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the earnest money deposit deposited by the tendered along with the tender shall stand forfeited by the CGMSC Ltd., and the firm will also be liable to make for the damages/losses suffered by CGMSC Ltd., apart from blacklisting and other penal actions.

6.3.10 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

6.4 PERFORMANCE SECURITY

6.4.1 Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security should be an amount of 5% of the value of each purchase order. Raised during the RC validity period. Performance security may be furnished in form of an account payee demand Draft/FDR/BG. The format for Performance Bank Guarantee is annexed at Annexure XV.

6.4.2 Performance security is to be furnished within 10 days after notification of the award and it should remain valid for a period of 2 years from date of contract signing. As medicines comes under emergency services so if Performance security/Security deposit not submitted within 10 days of purchase order than the purchase order may be cancelled or such amount may be deducted by finance section at the time of payment.

6.4.3 In case of breach of contract by the supplier, the performance security is to be forfeited. If the supplier duly performs and completes the contract in all respect, the performance security shall be returned to the supplier without any interest, on completion of all such obligations under the contract.

SECTION-VII

CONDITIONS OF CONTRACT

7.0 CONDITIONS OF CONTRACT

7.1 STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the technical specifications mentioned in Annexure IV and when no applicable standard is mentioned, to the authoritative standard appropriate to the goods country or origin and such standards shall be latest issued by concerned institution.

7.2 USE OF CONTRACT DOCUMENTS AND INFORMATION

The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

7.3 PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

7.4 PACKING

7.4.1 Packaging material must be suitable for the purpose and have no detrimental effects on the pharmaceutical products. Primary packaging must give adequate protection against external influence and potential contamination.

a. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in conditions of contract clause-8. The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per specification mentioned. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.

b. The pediatric drops should always be supplied with dropper. A measuring cap with suitable markings must be provided for other pediatric oral liquid preparations.

c. All plastic containers should be made of virgin grade plastic.

d. The name of the drug should be printed in clearly legible bold letters (It is advisable that the color of font be different from other printed matter to make the name highly conspicuous.

e. It should be ensured that only first-hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.

f. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act.

g. Packing should be able to prevent damages or deterioration during transit.

h. In the event of items supplied found to be not as per specifications in respect of their packing, the ordering authority is at liberty to make alternative purchase of the item for which the purchase orders have been placed from any other sources or from the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier. In such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in conditions of contract clause 10 and clause (LD)

i. The cap of vials/bottles should not carry any name/logo/marks of the supplier. Failure to comply with this provision would attract penalty @ 0.5% of value of such supply.

j. Light-sensitive pharmaceuticals must be packed in containers that allow maximum protection from light.

k. Damaged/Mutilated labels due to spillage, breakage or poor quality of containers, closures, packing materials etc. would result in replacement of goods of such supply, under the penalty clause 11.1.

7.4.2 SCHEDULE FOR PACKAGING OF AYUSH MEDICINES

a. SPECIFICATION FOR CORRUGATED BOXES HOLDING AYUSH (PATENT /CLASSICAL) DRUGS.

- No corrugate package should weigh over 15 kgs (i.e., product + inner carton corrugated box).
- All items should be packed only in first hand strong boxes only. Every corrugated box should preferably be of single joint and not more than two joints.
- Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The flaps should uniform meet but should not overlap each other. The flap when turned by 90 degrees should not crack. Every box should be sealed with gum tape running along the top and lower opening.

b. CARRY STRAP-

- Every box should be strapped with two parallel nylon carry straps (they should intersect.)
- No box should contain mixed products or mixed batches of the same product.

c. SPECIFIATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 100 ml AND BELOW 1 LITER

- All these bottles should be packed only in single row with partition between each row. Also,the top and bottom pad should be of 3 ply.

7.5 LABELING

The labeling of products should comply with guidelines set forth in the drug & cosmetic act.

i. Labeling should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act.

ii. The label should prominently display the International Non-Proprietary name (INN) or generic name.

iii. The name and amount of preservatives and coloring agents must be stated on the label.

iv. The primary and secondary packaging material (box, carton) must be clearly labeled with Rogadhikar name and the names of the item, batch number, expiry date, components and the number of units per carton/box.

v. Different products must not be packed in the same box. Different batches of the same product must not be mixed.

vi. **Products with MRP will not be accepted.**

vii. Secondary and tertiary packs should bear GS1 barcode containing the detailed product information.(Annexed)

viii. Products without barcode not be accepted.

7.6 LOGO GRAM

i. All supplies under this tender should be supplied with following logogram, clearly printed on labels of primary, secondary and tertiary packing. Stamping on Primary packaging is also acceptable

CGMSC

"Chhattisgarh Govt. Supplies - Not for sale"

OR

"Chhattisgarh Govt. Supplies - Not for sale"

7.7 SAMPLE LABEL FOR TERTIARY PACKING:

"CHHATTISGARH GOVT. SUPPLY NOT FOR SALE"
श्वासकुठाररस100 ml
CGMSC **Batch.:** **Quantity Packed:100 ml** **Mfg Date:** **Shipper No:** **Exp Date:** **Components:** **Manufactured by:**

Note: Barcode should also be displayed. be required for Supplied Drugs, drug name must be written in all packing. Self-adhesive sticker is also acceptable.

8. **Supply Conditions**

8.1 Shelf Life: The medicines should be supplied must have a shelf life of 80% at the time of delivery. Essential medicines or Imported product having shelf life 60 to 80% will be accepted only after the approval of MD CGMSC if the supplier/agency/firm/manufacturer submitted notarized undertaking on Rs. 100/- Stamp paper stated that supplier/agency/firm/manufacturer will replace the expired medicines free of cost with fresh batches.

8.2 The bidder must submit a complete test analysis report for every batch of drug along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of item will be returned back to the suppliers and he is bound to replenish the same with approved lab test report.

8.3 The items supplied by the successful Bidder shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the Bid documents.

8.4 The supplier shall supply ordered quantity within 60 days from the date of purchase order at the destinations mentioned in the purchase order. If the above day happened to be a holiday for CGMSC Ltd., the supply should be completed by 5.00 PM on the next working day. However, if the bidder fails to execute 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 unexecuted PO value quantity.

Note: (1) If the bidder fails to execute the supply within 90 days then the unexecuted ordered quantity will be accepted only after the approval of MD CGMSCL

(2) If the bidder fails to execute the supply subject to levy of penalty charge of 20 % of PO value for unexecuted quantity.

8.5 Deleted

8.6 All the medicines should always be supplied with:

- In house test report or
- NABL Accredited Laboratory or
- Government Labs or
- Government Undertaking Laboratory (As required/Applicable)

Drugs which require mandatory government or government undertaking lab reports, additional 30 days (Total 90 days) delivery period will be provided without penalty. Post then, Penalty will be charged @ 0.2% per day with maximum penalty upto 10% of unexecuted PO value quantity. If the bidder fails to execute the supply within 120 days, then the unexecuted ordered quantity will be accepted only after the approval of MD, CGMSCL.

If the supplier fails to execute the supply, the supplier would be imposed with the penalty charge of 20 % of unexecuted PO value quantity.

8.7 **Deleted.**

8.8 The order stands cancelled at the end of 120th days from the issue of the purchase order after levying penalty on the value of unexecuted order as specified under Clause 11.1 Further, the BIDDER shall also be liable to pay other penalties as specified. However, if such default occurs for 3 or more purchase orders placed during the tender period, penal action like blacklisting from participating in present and future tenders of CGMSC Ltd., may be enforced by the CGMSC Ltd.

8.9 It shall be the responsibility of the BIDDER for any shortages/damage at the time of receipt in Warehouse. CGMSC Ltd., is not responsible for the stock of drug received, for which no order is placed.

8.10 The supplier should ensure that the items requiring special cold storage condition are supplied with proper cold chain transporting system.

8.11 **Force Majeure**: If at any time the BIDDER has, in the opinion of the CGMSC Ltd., delayed the supply of drugs due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the drugs may be extended by the CGMSC Ltd., 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 and it cannot be claimed ex-post facto approval. The exceptional events do not include the Scarcity of raw material, Increase in the cost of raw material, Electricity failure, breakdown of machineries, Labor disputes/Strikes, Insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc. The supplier shall not be liable to pay LD/penalty and forfeiture of performance security for the delay in executing the contract on account of the extension of supply period granted on the ground of force majeure events.

8.12 If any sample fails quality test and report is received certifying that sample is "NOT OF STANDARD QUALITY" then supply batch in declared "NOT OF STANDARD QUALITY" and the concerned supplier has to **resupply (within 30 days)** the drug of standard quality and declared NSQ batch will be disposed of by corporation and supplier would bear the burden of cost incurred on disposal of that drug/product.

9 .0 QUALITY TESTING

9.1 Samples of supplies in each batch will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different empanelled laboratories including government drugs testing laboratory as decided by the CGMSC Ltd., after coding.

9.2 The drugs shall have the active ingredients at the prescribed level as indicated in official compendiums throughout the shelf-life period of the drug. The samples will be drawn periodically throughout the shelf-life period and if found "Not of Standard Quality", the cost of entire batch paid will be recovered whether consumed fully/partially. Also, action will be initiated for blacklisting as per instruction to bidder's clause 8, 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 requirement shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches will deem to be rejected goods.

9.3 In the event of the samples of drugs and medicines supplied fails in quality tests or found to be not as per specifications, the CGMSC Ltd., is at liberty to make alternative purchase of the drugs of drugs and medicines for which the purchase orders have been placed from any other sources or in the open market or from any other BIDDER who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the CGMSC Ltd., has every right to recover the cost and impose penalty as mentioned in clause conditions of contract 11.

9.4 Deleted

9.5 Deleted

9.6 Deleted

9.7 In case of admixture of drugs / mixing of various batches in the primary / secondary and/or tertiary packing, such case will be treated as a violation of tender conditions and action will be initiated as per clause conditions of contract 11.

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

9.9 In cash of small quantity suppled against any purchase order which cause difficulty to test, MD CGMSC have right to accepted and distributed the drug without test of same with reference to NABL report submitted by firm at time of supply.

10 <u>NSQ and Blacklisting:</u>

A. **GENERAL CONDITIONS**

i. The Bidder who submits false, forged or fabricated documents or conceals facts with intent to win over the Bid or procure purchase order; bid security deposit of such bidder firm will be forfeited

and firm will be liable for blacklisting for a period of 3 years. The firm will also be liable for Legal action depending on the facts & circumstances of the case.

ii. The successful bidder fails to execute the agreement after being declared as L-1 to perform the obligations under the bid conditions, bid security deposit of such bidder firm will be forfeited and firm will be liable for blacklisting for a period of 3 years or the period specified in bid document.

iii. The bidder who has withdrawn after participating in the tender either fully or partially, the entire firm/company will be blacklisted for a period 3 years from the date of intimation by CGMSC apart from forfeiture of the security deposit/EMD.

B. **BLACK LISTING FOR NON-SUPPLY**

i. If the supplier fails to execute at least 70% of the ordered quantity as mentioned in a single Purchase order and such part supply for any three Purchase orders of the same drug, then the particular product of the supplier will be blacklisted and becomes ineligible to participate in any of the tenders for that particular drug(s) by CGMSC for a period of 3 years from the date of intimation for blacklisting besides forfeiture of security deposit of that product(s).

ii. If the supplier supplies more than one drug and 2 or more drugs are blacklisted for non-supply, the firm is liable to be blacklisted for a period of 3 years from the date of intimation besides forfeiture of security deposit in full.

iii. 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.

iv. 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 procurement agencies including respective state drugs control department where the company or firm is located.

C. **BLACKLISTING FOR QUALITY FAILURES/ISSUES**

i. If any sample fails quality test and report is received certifying that sample is "NOT OF STANDARD QUALITY" then supply batch in declared "NOT OF STANDARD QUALITY" and the concerned supplier has to resupply the drug of standard quality. And declared NSQ batch will be disposed of by corporation and supplier bear the burden of cost incurred on disposal of that drug/product

ii. The resupplied batch is again subjected to quality testing and if found "NOT OF STANDARD QUALITY" then the particular drug of the firm shall be blacklisted for a period of 3 years beside forfeiture of security deposit of the particular products.

iii. In case of any complaints/ quality issues found for such quality passed batches if received after declaration of result of the earlier supply, the same will be again subjected to testing and the latest report of that particular batch will prevails 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.

iv. If such Sample fails in quality test for ASSAY content of less than 50% as per the analysis report, such product of the BIDDER will be blacklisted for 3 years beside forfeiture of security deposit of the particular products.

v. If 3 batches of a particular drug supplied by the supplier is reported to be failing in ASSAY content (above 50% but below prescribed limit) and/or other parameters, then the particular drug of the firm shall be blacklisted for period of 3 years besides forfeiture of security deposit of that particular product(s).

vi. If on organoleptic evaluation drugs fail in descriptions such as change of color, chipping, breaking, being/becoming fragile or soft, appearance of spots, being/becoming sticky, presence/appearance of particulate matters/flakes/ misbranding including label tampering etc. make the drug unfit for use and hence will be deemed as not of standard quality summarily for the purposes of the tender and all clauses applicable to not of standard quality drugs shall apply to such drugs even if the drug has not been tested in the laboratory.

D. **BLACKLISTING FOR Quality Testing By Statutory Authorities.**

i. On complaint from Drug Inspector(s) during their Test of statutory sample, that the particular drug has been reported to be of "NOT OF STANDARD QUALITY", the issue of available stock of the particular drug will be stopped. Further, the available stock of the product in hospitals will be retrieved. If the sample is reported to have less than 50% of content, the particular product will be blacklisted for a period of 3 years from the date of intimation of blacklisting.

ii. If 3 batches of a particular drug supplied by the supplier is reported to be failing in ASSAY content (above 50% but below prescribed limit) and/or other parameters, then the particular drug of the firm shall be blacklisted for a period of 3 years from the date of intimation.

iii. If a single batch of any product(s) supplied by the company/firm declared as adulterated/spurious/ misbranded by the government authorities during the shelf life of the product supplied irrespective of tender period, the company/firm shall be blacklisted for a period of 3 years from the date of intimation besides forfeiture of security deposit in full.

iv. If the supplier supplied more than one drug and if 2 or more drugs are blacklisted for quality failure in 3 financial year the firm will be blacklisted for a period of 3 years from the date of intimation.

v. The purchaser has a separate agreement with the empaneled labs. The bidder shall not be penalized for non-supplied or delayed supplies if the there is a delay on the part of empaneled labs for providing reports and time and time shall be extended suitably by the purchaser which shall be communicated to the supplier.

E. **OTHER CONDITIONS FOR BLACKLISTING**

i. If total 5 batches of particular tender for any product/ combination of products of firm are found NSQ (for any reason) then firm may be blacklisted for 3 years.

ii. If any articles or things supplied by the bidder have been partially or wholly used after supply and are subsequently found to be inferior in quality or NSQ, then the contract price or prices of such articles will be recovered from the bidder, if payment had already been made to him.

iii. CGMSC Ltd., or its authorized representative(s) has the right to inspect the factories of BIDDER, before, accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections by any statutory authorities besides blacklisting for a period of 3 years.

F. **Procedure for Blacklisting**

i. Before Blacklisting, a show cause notice shall be issued to the supplier calling for explanation within 15 days from the date of notice. Within the above specified period if no reply will be filed or satisfactory reply not received, then on the basis of that, the Managing Director, CGMSCL may take appropriate action on merits of the case and impose penalty including the blacklisting of the particular drug of the product/company.

ii. If a particular drug of the drug has been blacklisted according to the procedure stated above,

the supplier is not eligible to participate in any of the tenders for that particular drug floated by the CGMSC until the period of blacklisting is over.

iii. If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the CGMSCL until the period of blacklisting is over.

iv. In all the cases decision of the Managing Director CGMSC Ltd will be conclusive and final and binding on the suppliers.

Note: -In all the above conditions the decision of the CGMSCL purchase committee or any officer authorized by the committee shall be final and binding.

11. PENALTY CLAUSE

11.1 LIQUIDATED DAMAGE & PENALTY:

1. The entire ordered quantity shall be supplied within 60th day from the date of purchase order from the tender inviting authority. However, if the bidder fails to execute 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 unexecuted quantity. And, if the bidder fails to execute the supply within 90 days, then the unexecuted ordered quantity will be accepted only after the approval of MD, CGMSCL. If the bidder fails to execute the supply, it would lead to levy of penalty charge of 20 % of PO value for unexecuted quantity.
2. 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 30th day from the date of NSQ declaration if the bidder/Supplier fails to execute the fresh batch supply within the stipulated time (i.e30 days), beyond 30 days PENALTY CLAUSE 11.1 LIQUIDATED DAMAGE & PENALTY will be applicable.*

11.2 **LOGO & PACKING:**

1. 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%). (except barcode)
2. Products with MRP will not be received.

Note: Penalty under these clauses will be waived, if PO value is worth Rs.1 lakhs or less.

12. DELIVERY AND DOCUMENTS:

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

12.1 Two originals and two copies of the supplier's invoice, showing purchaser, 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.

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

12.3 Copy of the insurance certificate, showing the purchaser as the beneficiary;

12.4 Three copies of the packing list identifying contents of each package

12.5 One original of the manufacturers or supplier's warranty certificate covering all items supplied;

12.6 All supplies shall be accompanied with the certificates of analysis from the In house test report or NABL Accredited Laboratory or Government Labs or Government Undertaking Laboratory (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.

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

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

12.9 Batch quantity of invoice should be match with actual supply of drugs.

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

12.11 In the case of excisable drugs and medicines, 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

13. PAYMENT TERMS

13.1 The supplier's request(s) for payment shall be made to the purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods, document delivered and upon fulfillment of other obligations stipulated in the contract.

13.2 Payment for goods shall be made in Indian rupees as follows:

a) No advance payment is payable.

b) Payment process will only be initiated after supply of 90 % of purchase order if QC Passed. In case of cancellation of a particular purchase order due to failure in delivery, payment for part supplies less than 70% of the purchase order quantity on the date of cancellation of the purchase order may be considered for release of payment subject to the following:

i) If the Tenderer have supplied at least 70% of the quantity ordered in the subsequent purchase order within 70 days from the issue of such purchase order.

ii) If further purchase order is not placed with the supplier due to any reason, not attributable to the supplier, the amount eligible will be paid after 70 days from the date of last supply.

iii) The payment for part supply as mentioned above will subject to the deduction of liquidated damages, penalty towards unexecuted quantity, risk and cost etc., as per the tender conditions.

c) The payment will only be made after goods/drugs received are declared of standard quality.

d) The CGMSC Ltd/government shall have the right to cause audit/ post payment verification and technical examination of the bids of the bidders/suppliers including all supporting vouchers, abstracts etc. to be made as per contract & payments of the bills. If as a result of such audit & technical examination the sum is found to have been overpaid in respect of any supply of any goods by the suppliers under the contract, the suppliers shall be liable to refund the amount of over payment and it shall be lawful for the corporation to recover the same from the security deposit of the supplier or from any dues payable to the supplier. In case recovery amount is higher than security deposit or payment due to the supplier then corporation will have right to impose revenue recovery. If it is found that the supplier was paid lesser than what was due to him under the contract in respect any purchase order executed by him under it, the amount of such under payment shall be duly paid by the CGMSCL the supplier. In the case of any audit examination and recovery consequent on the same the supplier shall be given an opportunity to explain his case and decision of the MD CGMSC shall be final.

e) If at any time during the period of contract, the price of tendered drugs is reduced or brought down by any law or act of the central or state government or by the tenderer himself, the tenderer shall be bound to inform the CGMSC Ltd., immediately about such reduction in the contracted prices. tender Inviting authority is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates

f) Payment will be made either by means of cheque or through RTGS (Real Time Gross Settlement System) / Core Banking / NEFT (Net Electronic Fund Transfer).

14. PRICES

14.1(a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

(b) In the case of revision of statutory levies/Taxes during the finalization period of tender, the purchaser reserves the right to ask for reduction in the prices.

(c) GST amount will not include (in price of SKU(Pack Size)) for decision of L-1.

14.2 Prices once fixed will remain valid during the schedule delivery period. If at any time during the period of contract, the price of tendered drugs is reduced or brought down by any law or Act of the central or state government or by the tenderer himself, the tenderer shall be bound to inform the CGMSC Ltd., immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Tenderer fails to notify or fails to agree for such reduction of rates. In case of any increase of decrease in the taxes, such as excise duty, customs duty, sales tax, VAT etc., after the date of submission of tenders and during the tender period, such variation in the taxes will be to the account of the CGMSC. For claiming the additional cost on account of the increase in taxes, the Tenderer should produce the proof of having paid additional amount on this account on the goods supplied to CGMSC Ltd., from the concerned Excise authorities and also must claim the same in the invoice separately.

However, the basic price structure and the price of the Drugs approved under the tender shall not be altered. Similarly, if there is any reduction in the taxes and statutory levies as notified by the Govt., after the date of submission of tender, the Tenderer will be paid based on the SKU(Pack Size) rate worked out on the basis of the reduced taxes/statutory levies without any change in the basic price or the price structure of the drugs approved under the tender. Any increase or decrease in taxes and statutory levies will be considered based on the notification issued by the Government.

15. TERMINATION FOR DEFAULT

15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;

(i) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract

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

(iii) if the supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, as defined in clause 21, in competing for or in executing the contract.

15.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to tender Claus, the Purchaser 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 Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

16. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

17. TERMINATION FOR CONVENIENCE

17.1 The Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

17.2 The Goods that are complete and ready for shipment within 30days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect.

I. To have any portion completed and delivered at the Contract terms and prices; and /or

II. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

18. GOVERNING LANGUAGE

The contract shall be written in English language. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

19. TAXES AND DUTIES

Suppliers shall be entirely responsible for all taxes, duties, license fees, Octrai, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

20. NOTICES

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier

Purchaser:

CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.

(A Government of Chhattisgarh Undertaking)

4th Floor, C.G Housing Board Commercial Complex, South East Corner Sector 27, Atal Nagar Nava Raipur-CG Pin 492015

Website: www.cgmsc.gov.in, email ID: **medicine.cgmsc@gov.in**,

Supplier: To be filled during contract signing

21. FRAUD AND CORRUPTION

1. If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 7 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract.

2. For the purposes of this Sub-Clause:

(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;

(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;

(iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(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;

(v) "Obstructive practice" is:

(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser 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

(b) Notwithstanding the clause above, should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.

22. RATE CONTRACT:

The tender is also a 'Rate Contract'. The bidders are expected to quote their best rates for the item(s). The rates quoted by the bidder shall remain valid for 02 year (that is, 24 months) from the date of signing of contract and the purchaser will have the option to extend the period of price firmness for a further period of up to 01 year (only if required by the purchaser and to be communicated in writing), during which CGMSC, may place order for the supply of same item procured under this tender. If the purchaser chooses to place the orders for supply, the supplier is bound to supply at the same rate as per same terms and conditions of this tender to such agencies/institutions, placing such order. Nonsupply or short supply or refusal to supply, in any manner whatsoever, under this rate contract will tantamount to non-performance of supply and attract relevant action against successful bidder, under terms of this tender.

Note: List of Items in Annexure –02 (Schedule of requirements).

23. RESOLUTION OF DISPUTES

23.1 The Purchaser and the supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the Contract.

23.2In case of a dispute or difference arising between the CGMSC Ltd., and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Raipur.

24. APPEAL:

- Any tender aggrieved by the order passed tender accepting authority may appeal to **Secretary Health, Govt. of Chhattisgarh** within 30 days of receipt of order and Secretary Health shall dispose the appeal as early as possible.
- No appeal shall be preferred while the tender is in process and until tender is finalized and Notification of Award is issued by CGMSC Ltd.

25. JURISDICTION

- In the event of any dispute arising out of the tender such legal and quari-judicial would be subject to the jurisdiction of the Civil Court within the city of Raipur and High Court Chhattisgarh only.
- The bidders will have to expressly declare that they would only pursue legal remedies in Raipur.
- Any Labour Court case/MSME facilitation Council, Arbtration and Concilation, Jurisdiction place Within the City Raipur and High Court of Chhattisgarh only.

ANNEXURE-I

CHECK LIST

DATED…….

TENDER NO. ……

NAME OF THE BIDDER:……

S.No.	Document	Page No.
1	Copy of RTGS Receipt for submission of EMD & Tender processing fee with UTR No	
2	Copy of EMD exemption certificate if applicable.	
3	GST Registration Certificate and GST return copy of at least 1 Month of last quarter should be submit with the Bid.	
4	The bidder shall be a Public Sector Undertaking (PSU) owned or controlled by the Government of India or any State Government.(The bidder shall submit documentary evidence in support of its status as a CPSU, PSU, State/UT Government Pharmacy, or State/UT Government-controlled Cooperative Organization)	
5	Self attested photocopies of; i. Manufacturing License ii. Certificate of renewal/current validity certificate iii. Product permit duly approved by the Licensing Authority for all quoted product items quoted & drug code (CGMSC) should Mandatory be HIGHLIGHTED in product permit;	
6	Self attested photocopies of; i. Valid import license (in Form 10 with Form 41) ii. Valid license for the sale of Drugs imported by the firms issued by the licensing authority. if the product(s) are imported.	
7	GMP (for manufacturers only) issued by Competent Authority. In case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with GMP or certificate which is at par with GMP issued by the authorities of their Principal Manufacturing Company or firm. In case of bidder as manufacturer having manufacturing license as per Medical Devices Rules, 2017, there is no requirement for submission of Valid GMP certificate. (If Applicable)	
8	Details of manufacturing premises / importing unit where the drugs quoted are actually manufactured / imported should be given as per the format in **Annexure III** (In 100 Rs. Stamp Paper, Notarized by public Notary) along with exact address of the registered/Corporate office.	
9	List of items for which bid is quoted as per format **Annexure–IV**(in Rs. 100 Stamp paper duly Notarized by public notary) With GST & HSN No.	
10	Document (Strictly as per format in **Annexure V** (In Rs. 100/-duly notarized by	

	public notary).	
11	Annual turnover statement **(As per Annexure VI)**	
12	Production detail of quoted product **(As per Annexure–VII).**	
13	Notary attested copy of Power of Attorney/Resolution of Board **(As per Annexure – VIII)**	
14	Bank Details of the Firm. **(As per Annexure IX).**	
15	Price Bid **(As Per Annexure-X)**	
16	Signed copy of Pre-contract integrity pact, signed on all pages by the tendered**(As per Annexure** XI)	
17	Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years. If above market standing certificate not provided by concerned Licensing Authority then Along with letter of Concern Licensing Authority ,CA certified market standing certificate copy (minimum 3 years) Should be submitted.	
18	Certificate for SSI units registered in Chhattisgarh state as per clause 4.7 of Chhattisgarh Stores Purchase rules for claiming EMD exemption ~~as~~ per provision 13.1 & 13.2 of Chhattisgarh Stores Purchase Rules (if applicable),Certified / Notarized copy of latest audited annual balance sheet and information providing their Investment in plant and machinery to prove their present status as a Unit. Notarized Undertaking **As per Annexure- XIII** (On Non-Judicial Stamp Paper worth Rs. 100/- duly notarized by public notary) will have to be submitted by the bidder claiming EMD exemption.	
19	Statement of capacity of production. **(As per Annexure - XII).**	
20	Blacklisting declaration format (**Annexure-XVI**)	
21	Valid Non-Conviction Certificate issued by licensing authority.	
22	Other documents	

ANNEXURE – II

Schedule Of Requirement

FORMAT FOR SUBMITTING LIST OF ITEMS FOR WHICH BID IS QUOTED

S. NO.	ITEM CODE	DRUG NAME	Ref Book Name	PACK SIZE (SKU)
1	AGA38	SUDDHA TANKAN	भैषज्य रत्नावली, आयुर्वेद प्रकाश	50 GMS
2	AGA137	AAKIK PISHTI	रसतंत्रसार एवं सिद्ध प्रयोग संग्रह	50 GMS
3	AGA148	AYUSH KWATH CHURN	एएफआई पार्ट II	50 GMS
4	AGA84	GILOY SATV	ए.एफ.आई.पार्ट1, योगरत्नाकर	50 GMS
5	AGA39	SHANKH BHASM	ए.एफ.आई.पार्ट1, रसतरंगिन	50 GMS
6	AGA43	PRAVAL PISHTI	ए.एफ.आई.पार्ट1, आयुर्वेद सारसंग्रह	50 GMS
7	AGAS62	BALCHATUBHADRA CHURN	ए.एफ.आई.पार्ट1,भैषज्य रत्नावली	50 GMS
8	AGA70	LAVAND BHASKAR CHURN	ए.एफ.आई.पार्ट1,शारंगधर संहिता	250 GMS
9	AGA117	CHAYAWANPRASHAVALEH	ए.एफ.आई.पार्ट1,चरकसंहिता	100GM
10	AGA179	MAHAMASHA TAIL (AFI)	AFI	50 ML
11	AGA153	TRAYODASHANG GUGGUL (AFI)	AFI	250 GM
12	AGA197	KAPARDIKA BHASMA (AFI)	AFI	05 GMS
13	AGA101	BALA ARISTA (AFI)	AFI	200ML
14	AGA32	PUNARNAVADI MANDUR (AFI)	AFI	05 GMS
15	AGA164	SWARNAMAKSHIKA BHASMA (AFI)	AFI	100 GMS
16	AGA170	VASAVALEHA (AFI)	AFI	100 GM
17	AGA25	KUTAJGHAN VATI	AFI -II, Sidhha Yoga Samgraha: Atisara Pravahika Grahani Adhikara	100 GM
18	AGA22	BRAHMI VATI	AFI -II: Siddha yoga samgraha: Vata roga adhikara	100 GM
19	AGA44	SWET PARPATI	AFI Part I: Siddha Yoga Samgraha: Ashmari Mutra krichhra Adhikara	50 GM
20	AGA152	RASNADI GUGGUL (AFI) (S.S.)	AFI,S.S.	250 GM
21	AGA95	VASAARISTA	AFI_I	200ML
22	AGA14	RAS MANIKYA	AFI-1 Siddha bhaishjya Manimala (Jwara Chikitsa)	10 GM
23	AGA28A	LASUNADI VATI	AFI-1,Vaidyajivanam	250 GM
24	AGA108	KASHISASI OIL	AFI-1. Bhaishajya ratnavali (Arsh Rogadhikar)	50 ML
25	AGA110A	IRMEDADI OIL	AFI-1.Astanga Hridaya (Mukhrog Pratisedh)	10 ML
26	AGA92	ARVINDASAV	AFI-1.Bhaishajya Ratna Vali (Bal Rogadhikar)	100 ML
27	AGAS76	DASHMULKWATH CHURN	AFI-1.Bhaishjya ratna vali (Aamvat Rogadhikara)	500 GM
28	AGA48	YOGRAJ GUGGUL	AFI-1.Bhaishjya ratna vali (Aamvata Rogadhikar)	250 GM
29	AGA99	ABHYAARISTA	AFI-1.Bhaishjya Ratna Vali (Arsh	200ML

			rogadhikar)	
30	AGA105	KANKASAV	AFI-1.Bhaishjya ratna vali (Hikka-Swas Rogadhikar)	200 ML
31	AGA33	DATRI LOHA	AFI-1.Bhaishjya ratna vali (Shool Rogadhikar)	100GM
32	AGA30	SAPTAMRIT LOHA	AFI-1.Bhaishjya ratna vali (Shool Rogadhikar)	100GM
33	AGA113	MAHANARAYAN TAIL	AFI-1.Bhaishjya ratna vali (Vatvyadhi Rogadhikar)	50 ML
34	AGAN113	NARAYAN TAIL	AFI-1.Bhaishjya ratna vali (Vatvyadhi Rogadhikar)	50 ML
35	AGA124	VRIHATVAT CHINTAMANI RAS	AFI-1.Bhaishjya ratna vali (Vatvyadhi Rogadhikar)	1 GM
36	AGA132	SAINDHAVADI OIL	AFI-1.Bhaishjya ratna vali (Nadivran Rogadhikar)	100 ML
37	AGA112	SADVINDU OIL	AFI-1.Bhaishjya ratna vali (Siro Rogadhikara)	10 ML
38	AGA54	HARIDRAKHAND	AFI-1.Bhaishjya ratna vali (Udard shitpitta koth Rogadhikara)	100 GM
39	AGA21A	AGNITUNTI VATI	AFI-1.Bhaishjya ratna vali (Agnimandyaadi Rogadhikar)	50GM
40	AGA96	ARJUNAARISTA	AFI-1.Bhaishjya ratna vali (Hridrog Rogadhikara)	200ML
41	AGA1	LAKSHMIVILAS RASA (NARADIYA)	AFI-1.Bhaishjya ratna vali (Rasayanadhikar)	50GM
42	AGA47A	KAISHOR GUGGUL	AFI-1.Bhaishjya ratna vali (Vatarakta Rogadhikar)	250GM
43	AGAS121	KUMAR KALYAN RAS	AFI-1.Bhaishjya ratna vali (Bal Rogadhikar)	1 GM
44	AGA19	KHADIRADI VATI	AFI-1.Carak samhita (Trimarmiya chikitsa)	100 GM
45	AGA18A	SANJEEVANI VATI	AFI-1.Sharang dhara Samhita	50GM
46	AGA111	GANDAK RASAYAN	AFI-1.Sharanga dhara samhita	100GM
47	AGA111	JATYADI OIL	AFI-1.Sharanga dhara samhita	50 ML
48	AGA56	TALISHADI CHURN	AFI-1.Sharanga Dhara samhita	250 GM
49	AGA49A	GOKCHURADI GUGGUL	AFI-1.Sharangdhara samhita	250 GM
50	AGA118	PRASHARINEE TAIL	AFI-1.Sharangdhara samhita	1000 ML
51	AGA24	CHANDRAPRABHA VATI	AFI-1.Sharangdhara Samhita (Madhyam khand)	100GM
52	AGA120	MAHAYOGRAJ GUGGUL	AFI-1.Sharangdhara samhita (Madhyam khanda)	100 GM
53	AGA123	CHANDNLBALA LAKSHADI TAIL	AFI-1.Yoga ratnakar (Visama jwara Chikistha)	50 ML
54	AGAS127	SWARN SUUTSHEKHAR RAS	AFI-1.Yoga ratnakara (Amlapitta Chikistha)	1 GM
55	AGA27	MAHASANKH VATI	AFI-2.Bhaishjya ratna vali (Agnimandyaadi Rogadhikar)	250 GM
56	AGA9A	VATAGHAJANGUSH RASA	AFI-2.Bhaishjya ratna vali (Vat vyadhi Rogadhikar)	50GM
57	AGA26A	AROGYAVARDANI VATI	AFI-2.Rasa ratna Samuchhaya (Visarpa adhikara)	50GM
58	AGA7A	ARSHAKUTAR RASA	AFI-2.Yoga ratnakar (Arshrog chikitsa)	50GM

59	AGA53	ARAND PAK	AFI-2.Yoga ratnakar (Vatvyadhi Chikistha)	100 GM
60	AGAS79	GUDUCHYADI KWATH CHURN	AFI-3,Brihad Nighantu Ratnakar	500 GM
61	AGA20	SARPAGANDHA GHAN VATI	AFI-II	50 GM
62	AGA83	AYUSH 64	Anti malarial Herbal compound , CCRAS	100 TAB
63	AGA73	HARITAKI CHURNA (API)	API	50GM
64	AGA157	AMALAKI CHURNA (API)	API	50 GMS
65	AGAS130	GARBAPALA RASA (AFI) (B.R.)	B.R.	100 GMS
66	AGAS134	BLA KWATH	BR,CD	500 GM
67	AGAS139A	SAMEER PANNAG RAS	Rasa Yoga Sagar: Part-II	10GM
68	AGA59A	SWADISHT VIRECHAN CHURN	SYS	100 GM
69	AGA122	SWARN BASANT MALTI RAS	Yoga Ratnakar (Gulm Chikistha)	1 GM
70	AGA4	KAMDUDHA RAS	Rasa Tantra sara evam siddha prayoga samgraha-I	50 GM
71	AGAM106	MAHAVISHGARBHA TAIL	AFI-1, BR	50 ML
72	AGAS117A	CHAYAWANPRASH AVALEH - 250GM	ए.एफ.आई.पार्ट1,चरकसंहिता	250GM
73	AGA71	ARJUNTWAK CHURNA	ए.पी.आई.	250 GM
74	AGA61	TRIFALA CHURN	AFI-1,BP	500 GM
75	AGA57	AVIPTTIKAR CHURAN	AFI-1,BR	250 GM
76	AGA58	HINGVASTAK CHURAN	AFI-1,BR	250 GM
77	AGA60	PUSHYANUG CHURN	AFI-1,BR	500 GM
78	AGA114	BHRINGRAJ TAIL	AFI-1,BR	50 ML
79	AGA23A	RAJAH PRAVARTINI VATI-50GM	AFI-1,BR	50GM
80	AGA52A	SHIHNAAD GUGGUL	AFI-1,BR	250 GM
81	AGA68	SITOPLADI CHURN	AFI-1,SS	250 GM
82	AGA51A	KANCHNAAR GUGGUL	AFI-1,SS	250 GM
83	AGA65	SHATAVARI CHURNA	API	500 GM
84	AGA64	ASHWAGANDHA CHURNA	API, Gadnigrah	500 GM

Note: 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.

ANNEXURE – III

DETAILS OF THE BIDDER AND MANUFACTURING UNITS

(On Non-Judicial Stamp Paper worth Rs. 100/-duly notarized by public notary)

Tender Reference No……..

Bidder Details			
A	a	Name of the Bidder	
	b	Address for Communication	
	c	PIN code	
	d	Landline Phone No	
	f	Mobile No	
	g	Email ID	
B	a	Name of the Managing Director/Proprietor/Director/Partner	
	b	Landline Phone No	
	c	Mobile No	
	d	Email ID	
C	a	Name Of Authorized Contact Person	
	b	Mobile No	
		Email ID	

Manufacturing Units Details			
A	a	Address of the manufacturing unit-I	
	b	GST Registration No. of the manufacturing unit -I	
	c	Drugs manufacturing license No. & Validity	
	d	Name of Contact person, Contact No., E-mail ID	
	e	US-FDA/MHRA//MCC/TGA/ANVISA GMP Certification By FDA	
B	a	Address of the manufacturing unit-II	
	b	GST Registration no. of the manufacturing unit-II	
	c	Drug manufacturing license no.& validity	
	d	Name of Contact person ,Contact No., E-mail ID	
	e	US-FDA/MHRA/MCC/TGA/ANVISA GMP Certification By FDA	

* If the items offered are manufactured in two or more manufacturing units/loan licensee, the above details of all the units shall be furnished.

 Only Bidders information is required to filled up in case of Importer

ANNEXURE – IV

LIST OF ITEMS FOR WHICH BID IS QUOTED

(On Non-Judicial Stamp Paper worth Rs. 100/-duly notarized by public notary)

Mentioned Tender Reference No…….	
Name of the firm and address as given in Drug license	
Drug License no. in form 25 & 28 or import License No.	
Date of issue & validity	
Revised GMP compliance Certificate obtained on	
Market standing Certificate obtained on	

S. No.	Item Code	HSN No./Code	GST %	Name of the Item Code	IP/BP/USP	Date of endorsement obtained from the states Drug Controller	Whether endorsement is in generic or trade name	Expiry period for the item quoted in months	Mfg/Import License no.& date	MFG/Importing unit location (state for which supplies will be made	Value of EMD
1											
2											
Total EMD -											

ANNEXURE – V

AFFIDAVIT

(On Non-Judicial Stamp Paper worth Rs. 100/-duly notarized by public notary)

Tender Reference No……..

I/We, Sole Proprietor/Managing Partner/Managing Director/Power of Attorney holder of M/s……..having its Registered Office/Place of businessat……and having Factory Premise(s) at……& ……..do hereby declare on oath as follows;

1. I / We have carefully read all the terms & conditions of tender of Ref. No.…… of CGMSC Ltd., for the supply of ……. and I/we do accept(s) all the terms and condition of tender document and Governing laws of India including amendments of the tender published by the Corporation.
2. I/We certify that the rates of items quoted are reasonable & not higher than as allowed under D.P.C.O. for wholesale / institutional supplies {where applicable}
3. I / We state that I / We am /are observing all the conditions of the drug licenses and provision of the drug & cosmetics ACT-1940 and rules there under meticulously. Further I / We undertake that I / We shall remain scrupulous in observing the various provisions of the drug & cosmetics ACT-1940, Amendment there in and rules there under throughout the contract period.
4. I/We declare that that I/We have not been convicted of any bailable /non-bailable offence, by a criminal court and I have not been convicted, or reasonably suspected of blacklisted due to quality issues and /or fraudulent/illegal practices for the quoted product / firm by any other State
5. I / We do hereby declare that I/we will supply the Drugs and Medicines as per Packing Labeling and Logogram norms mentioned in Conditions of Contract Clause nos. 7 and as per the instructions given in this regard.
6. I/we will supply Drugs strictly as instructed in the label of the product and the products requiring special cold storage conditions (2-8^{0}C) will be supplied in conditions so that the items have reached CGMSCL warehouses adhering the cold chain norms.

Verification

I/We (name)_____ (address)_____ (designation) _____ do

hereby declare all information provided is true & correct to the best of my knowledge and nothing is hidden. I/We do hereby declare I/We have not been convicted by any court of Law nor I/We are de-recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. organization / Govt. Health Institutions for reasons mentioned in Eligibility Clause …….. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Depositand or Security Deposit and/or blacklist me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Tender terms & conditions.

(Signature, Name & Designation)

ANNEXURE – VI

TOTAL TURNOVER CERTIFICATE

To,

Managing Director, CGMSC Ltd.

Chhattisgarh, Raipur

We hereby certify that M/s_____ (the name of participant in the tender) who is participating the tender for supply of Goods called by CGMSC Ltd. Chhattisgarh, Raipur having their office at……. (Address of office) has a sales turnover as per audit report:

Turnover in the financial year of
2022-2023 _____ ₹
2023-2024_____ ₹
2024-2025_____ ₹
OR
2023-2024_____ ₹
2024-2025_____ ₹
2025-2026_____ ₹

Average Turnover_____ ₹

The above information is correct and true and verified from audited Balance Sheet.

CHARTERED ACCOUNTANT
(With membership no.)

Name:

Contact No.

Contact Add:

UDIN.:

- NOTE: The turnover of other than participant will not be accepted.

ANNEXURE – VII

PRODUCTION DETAIL OF QUOTED PRODUCT

(On Company letter head)

S. No.	Item Code	Item Name with specification	Date of Production of first batch	Standard batch size	No. of batches manufactured/imported	Qty in unit manufactured/imported	Qty Sold	Qty Returned/rejected	Name of the government agency to which last supply made
F.Y.2022-23									
1									
2									
F.Y.2023-24									
1									
2									
F.Y.2024-25									
1									
2									
OR									
F.Y.2023-24									
1									
2									
F.Y.2024-25									
1									
2									
F.Y.2025-26									
1									
2									

Signature and seal of the Bidder

……

ANNEXURE-VIII

LETTER OF AUTHORIZATION

(On Company letter head)

Date

TO WHOM IT MAY CONCERN

I/We the undersigned, hereby authorize Mr. …….. to act on our behalf in all manners relating to communication for the tender No……..., including signing of all documents relating to these matters. Any and all acts carried out by …….(Name person) on be half of ……..(Name of Bidder).

Name of Authorize Person:……

Contact Detail:……

Address:……. …….

Photo:

Authorized person's photo with sign and seal

Sincerely,

(Company counsel or company officer signature)

(Name and Title**)**

ANNEXURE –IX

Bidder's Bank Details:

1	Name of the Bank.	
2	Branch Name& address.	
3	Branch Code No.	
4	Branch Manager Mobile No.	
5	Branch Telephone no	
6	Branch E-mail ID	
7	9-digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.	
8	IFSC code of the Branch	
9	Type of Account (Current / Savings).	
10	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 M/s. Chhattisgarh Medical Services Corporation Limited (CGMSC) responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a tenderer /successful tenderer.

Signature
Date: Company Seal
Place: (Name of the person signing and 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–X

FORMAT FOR QUOTED PRICE

Chhattisgarh Medical Services Corporation Limited

4th Floor, C.G Housing Board Commercial Complex, South East Corner Sector 27, Atal Nagar
Nava Raipur-CG Pin 492015

Tender Reference No……..

S. No	Item Code	Item Name /Specification	SKU(Pack size) (As Per ANNEXURE – II)	HSN NO.	BASIC PRICE	GST%	GST AMOUNT	TOTAL COST
1	2	3	4	5	6	7	8	9
1								
2								

(i) L1 rate will be decided on Comparative price per unit (Column 6) Basis Price.

(ii) As per GST Norms is Applicable

(iii) Bidder should be submitting HSN No. and GST % Document in Cover A

(iv) Bidder should be submitting HSN No. and GST% Document in Cover C (Financial Proposal as per e-procurement Site).

ANNEXURE –XI

PRE-CONTRACT INTEGRITY PACT
(On company letter head)

1. GENERAL

1.1 This pre-bid contract Agreement (herein after called the integrity Pact) is made on ……(Day) of the …..(Month)/20……(Year), between, Managing Director, Chhattisgarh Medical services corporation limited (A Government of Chhattisgarh,

U/T)acting through Shri…….(Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service)and M/s……..represented by Shri …….....Chief Executive Officer(hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an permuted assigns) and the Second Party, is willing to offer/ has offered.

1.2 WHEREAS the BIDDER is a private Company/Public Company/Government Undertaking/partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its functions on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service 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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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.

3.2 The BUYER 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.

3.3 All the officials of the BUYER 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.

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

4. COMMITMENTS OF BIDDERS

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

4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation of the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original manufacturer/Integrator/Authorized government sponsored export entity of the stores 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 BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments :

(i) Bank Draft or a Pay Order in favor of ……

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the …… (BUYER) ……. on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

6.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

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

(i) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposited/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER 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 BUYER, 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 BUYER 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 BUYER, 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 BUYER resulting from such cancellation/recession and the BUYER 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 BUYER.

(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 BUYER 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 BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER 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 BUYER, and if he does so, the BUYER 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 BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

8. FALL CLAUSE

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

9. INDIPENDENT MONITORS

9.1 The BUYER will appoint Independent Monitors (Hereinafter referred to as Monitors) for this Pact.

9.2 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.

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

9.4 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.

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. 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.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the

BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

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

BUYER BIDDER

Name of the Officer CHIEF EXECUTIVE OFFICER

Designation

Department/PSU

Witness Witness

1) ……. 1)……..

2) …… 2)…….

ANNEXURE –XII

Self Declaration

(To be given for each unit of plant/mfg.)

(On Non Judicial Stamp Paper worth Rs. 100/- duly notarized by public notary).

I/We hereby declare that our plant/mfg. unit…….situated at ……is holding drug manufacturing license no. ……valid up to…….. of the state. As per Drug and cosmetic rules. I/ We have all facilities such as qualified manufacturing and testing chemist, skilled labor adequate plant and machineries laboratories instrument etc.I/ We further declare that the production capacity based on the plants & machineries installed at the premises of the unit for the product listed is as under.

S.No.	Name of Items	Monthly Production Capacity	Yearly Production Capacity
1			
2			
3			

Note-Not require to submit if product is imported.

Company Seal

Date: Signature
Place: (Name of the person signing and designation)

ANNEXURE –XIII

UNDERTAKING
(Only for SSI Units)

(On Non-Judicial Stamp Paper worth Rs. 100/- duly notarized by public notary).

I _____, S/o _____, Proprietor / Partner / Managing Director of _____ (Proprietary Concern / Firm / Company Ltd.) execute this Undertaking for myself and on behalf of _____ (Proprietary Concern / Firm / Company Ltd.).

2. Whereas, CGMSC (Tender Inviting Authority) has invited Tender for supply of drugs and medicines for the year 2026-2027 and in pursuant to the conditions in the tender documents. M/s _____ (Proprietary Concern/ Firm / Company Ltd.), having its Office at _____ _____ is exempted from payment of Earnest Money Deposit as indicated in the Section-II of tender document.

3. And whereas, in pursuant to the conditions in Clause Nos. 7.2 & 7.3(viii) of the tender, the Earnest Money Deposit can be forfeited by the Tender Inviting Authority in case of violation of any of the conditions and for non-performance of the obligation under tender document.

4. In consideration of exempting M/s._____ (Proprietary Concern/ Firm / Company Ltd.) from payment of Earnest Money Deposit as indicated in the Section-II of tender document, I undertake to pay the said sum without any demur on receipt of demand issued by the tender inviting authority.

M/s_____ for Self and Firm / Company Ltd.
Signature and Seal
Witness: -
(1)
(2)

ANNEXURE –XIV

FORMAT FOR EARNEST MONEY DEPOSIT BANK GUARANTEE

To: Chhattisgarh Medical Services Corporation Limited (Name of Purchaser) 4th Floor, C.G Housing Board Commercial Complex, South East Corner Sector 27, Atal Nagar Nava Raipur-CG Pin 492015

Whereas …….. (Hereinafter called "the Tenderer") has submitted its tender in the (tender reference no….. & date…..) dated……. (Date of submission of tender) for the supply of …… (Name and/or description of the goods) (Hereinafter called "the Tender"). KNOW ALL PEOPLE by these presents that WE…….(name of bank) of……(name of country), having our registered office at .....(Address of bank) (Hereinafter called "the Bank"), are bound unto…….(Name of purchaser) (Hereinafter called "the Purchaser") in the sum of _____for which payment well andtruly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _

THE CONDITIONS of this obligation are: 1. If the Tenderer

a) withdraws its Tender during the period of tender validity specified by the Tenderer on the tender Form; or

b) does not accept the correction of errors in accordance with the Tender; or

c) rejected on inspection for the compliance of Good Manufacturing Practice as per revised schedule-M of Drugs & Cosmetics Act.

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:

a) fails or refuses to execute the Agreement if required; or

b) fails or refuses to furnish the security deposit, in accordance with the Instruction to Tenderer;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

_____

__

Signature of Bank

_____

Name of Tenderer

ANNEXURE –XV

Performance Security Bank Guarantee

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

WHEREAS ..... (Name of the Supplier) herein called "theSupplier" has undertaken, in pursuance of Tender No. (Tender Ref. No……..&Date……..) . to supply of Test kit for the year 2026-27. (Description of Goods andServices) hereinafter called "the Contract".
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a Guarantee THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of the Guarantee in Words and Figures) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt for the supplier before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputers raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract document which may be made between you and that supplier shall in any way release us form any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable lay should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

We ……. (indicate the name of bank) lastly

undertake not revoke this guarantee during its currency except with the previous consent, in writing, of The Chhattisgarh Medical Services Corporation Limited.

The Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorized officer of the Bank)

……

Name and designation of the officer

……

……

Seal, name &address of the Bank and address of the Branch

Note: The confirmation of the Bank Guarantee is available with our controlling with our controlling office at the Following address :-

Bank should mention detail address with E-mail ID and telephone no. of controlling office here.

M/s_____

for Self and Firm / Company Ltd.

Signature and Seal

Witness:- (1)

(2)

Annexure-XVI

BLACKLISTING DECLERATION FORM

(Certificate on self attested non-judicial stamp paper of Rs.100/-)

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

a). are not insolvent, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

b). (including our Contractors/ subcontractors for any part of the contract):

(i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or debarred by any State Government / Central Government or its Ministry/ Department from participation in its Tender Processes; and/ or

(ii) that there is no vigilance/ CBI case pending against the firm/supplier.

(iii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India / State Government from participation in Tender Processes of all of its entities, for offenses mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

c). During the validity of the tender / rate contract if the firm/ company is blacklisted by any State Government / Central Government or its Ministry/ Department / convicted by any Court of law in India, it shall be intimated within 7 days to CGMSCL by the corresponding firm/ company.

Signature and Seal

ANNEXURE –XVII

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	Drug Warehouse Kawardha Village	Mrs.RekhaRarkam (Assistant Manager) Mob. No.-7470916785

	Kawardha	Majhgaon, Beside Collector Office Road, Kawardha Dist- Kabirdham, Pin: 491995	Email: kawardhawh-cgmsc@ch.gov.in
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

Guidelines for bidders on using integrated e Procurement System in Govt. of Chhattisgarh portal https://eproc.cgstate.gov.in

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevantand applicable.

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

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

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

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

3. Online Payment: As the bid is to be submitted only online, bidders are required to make onlinepayment(s) of the Registration fee / Transaction or Service fees / using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. All bidders are required to pay **Rs 311 excludingpayment gateway charges** as bid processing fees online as a participation fees per tender for any of thedepartments enlisted in the eproc portal (eproc.cgstate.gov.in) For the list of available online modes of

electronic payments that are presently accepted on the online payments gateway services, please refer the link 'Payments accepted online' on the eProcurement portal https://eproc.cgstate.gov.in.

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

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

6. Download Tender Document(s): The tender document and supporting document(s) if any can bedownloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

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

8. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit in usualphysically sealed Earnest Money Deposit envelope and the same should reach the designated office as stated in the Tender document. Bidders also have to upload scanned copy of Earnest Money Deposit instrument OR Online Payment /NEFT/RTGS receipt along with the reference details online.

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

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

For any further queries/assistance, bidders may contact: 1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 419 9140 (9am – 11pm)

OR

Email helpdesk at Helpdesk.Cgeproc@gmail.Com

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

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:

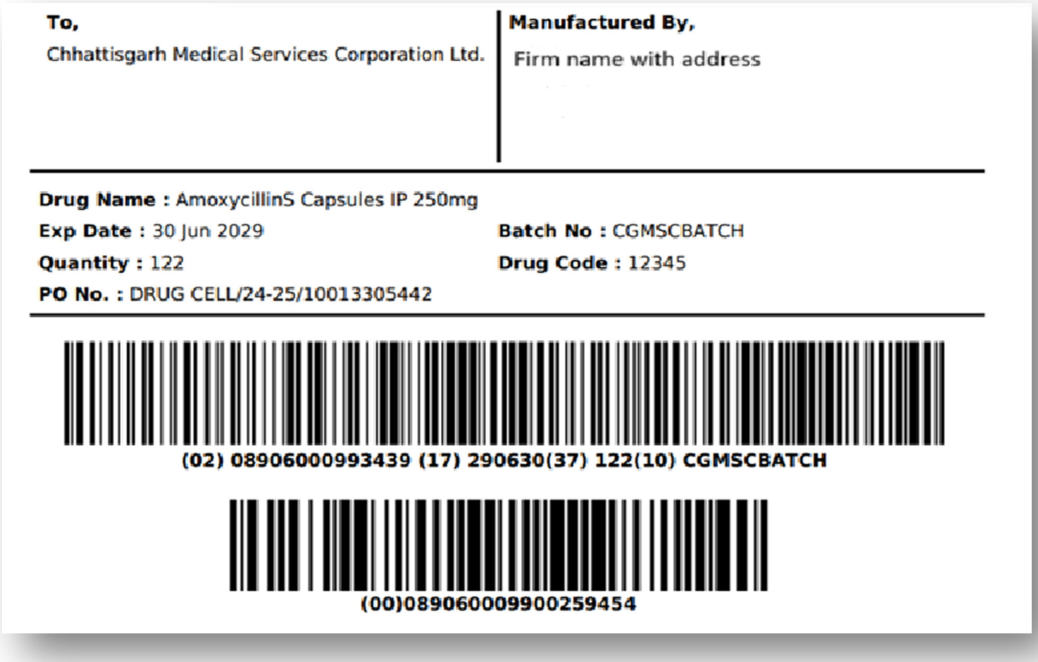
- Unique product identification code (GTIN-Global Trade Identification Number)
- Expiry date
- Batch no
- Quantity
- Serial Shipping Container Code (SSCC)

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 Brackets Not encoded in the barcode	2	Fixed	Numeric
0 8906000990025945 4	Unique No. of Tertiary Pack	18	Fixed	Numeric

Secondary Level Pack:

Data attributes captured in case of heterogeneous pack

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

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

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

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