Tender Ref. No. 142/CGMSCL/Consumable Items/2022-23, Dt. 17/03/2023
e-proc No. 128175

CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.

(A Government of Chhattisgarh Undertaking)

Chhattisgarh Housing Board Commercial Complex (North West corner)

Sector-27, Atal Nagar, Nava Raipur - 492018

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

e – TENDER FOR RATE CONTRACT OF CONSUMABLE ITEM FOR PERITONEAL DIALYSIS TO CHHATTISGARH MEDICAL SERVICES CORPORATION LTD (AS PER ANNEXURE- 2)

LAST DATE FOR ONLINE SUBMISSION OF TENDER: 17/04/2023

CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.

(A Government of Chhattisgarh Undertaking)

Chhattisgarh Housing Board Commercial Complex (North West corner)

Sector-27, Atal Nagar, Nava Raipur - 492018

www.cgmsc.gov.in email: medicine.cgmsc@gov.in

e – TENDER FOR RATE CONTRACT OF CONSUMABLE ITEM FOR PERITONEAL DIALYSIS TO CHHATTISGARH MEDICAL SERVICES CORPORATION LTD

S. No.	PARTICULARS	DETAILS
1	TENDER REFERENCE No.	142/CGMSCL/Consumable Items/2022-23
2	TENDER WEBSITE	https://eproc.cgstate.gov.in
3	DATE OF TENDER UPLOAD	17/03/2023
4	STARTING DATE OF ONLINE BID SUBMISSION	17/03/2023
5	PRE BID MEETING	24/03/2023, **12:00 PM** (After pre-bid meeting date no representation will be considered).
6	LAST DATE AND TIME FOR SUBMISSION OF TENDER	17/04/2023, **5:00 PM**
7	PLACE OF OPENING OF TENDER	Online on https://eproc.cgstate.gov.in
8	DATE AND TIME OF RECEIPT OF SAMPLES FOR QUALITATIVE EVALUATION (IF APPLICABLE)	Three samples of each quoted Consumable/Kit should be submitted to CGMSCL Office in such a manner that samples are received in CGMSCL only after last date of bid submission but not later than 15 (Fifteen) Calendar days after last date of bid submission. If 15th day is a holiday then samples must be received in CGMSCL on the next working day. Item code should be mentioned on the sample. Without item code sample will not be tested.

INDEX

31. **List of Annexure**

ANNEXURE –	1	Check list
ANNEXURE –	2	Schedule of requirement
ANNEXURE –	3	Bidders information
ANNEXURE –	4	Declaration by bidder Format for submitting list of item quoted
ANNEXURE –	5	Affidavit by bidder
ANNEXURE –	6	Annual Turnover Certificate
ANNEXURE –	7	Letter of authorization (POA)
ANNEXURE –	8	Bank detail of bidder
ANNEXURE –	9	Format for pre contract Integrity Pact
ANNEXURE –	10	Undertaking
ANNEXURE –	11	Production detail of quoted product
ANNEXURE –	12	Format for quoting price
ANNEXURE –	13	Barcode details
ANNEXURE –	14	Performance security bank guarantee
ANNEXURE –	15	Details of Consignee

छत्तीसगढ मेडिकल सर्विसेस कार्पोरेशन

हाऊसिंग बोड कर्माशियल कॉम्प्लेक्स, नाथ वेस्ट कॉनर, सेक्टर 27,

नवा रायपुर, अटल नगर (छ.ग.)- 492018

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छत्तीसगढ़ मेडिकल सर्विसेस कार्पोरेशन लिमिटेड के द्वारा ई.□□.□□. □□□□□-□.□□.□□. □□□□ (□□□□□□, □□□□, □□□□□□□, □□□□□) □□□□□□□□□, □□□ □□, □□□□□ उपकरण सामग्री को आपूर्ति करने □□□□□□□□□□ □□□□□□ □□□□□□□□ □□□ प्रतिष्ठित फ़र्म से निविदाय आमंत्रित को जा रही है।

□□□□□□ □□□□□□ □□ □□□□ इत्यादि का □□□□□ □□□□□ **09/01/2023** □□ **31/03/2023** □□ □□□□□□□ मेडिकल सर्विसेस कार्पोरेशन लिमिटेड को वेबसाइट https://www.cgmsc.gov.in □□□ https://www.eproc.cgstate.gov.in □□□□□□□□□ □□□□ □□ □□□□ □□एवं उक्त निविदाओ मे समयानुसार किये जाने वाले संशोधनों को जानकारी उपरोक्त □□□□□टो से प्राप्त किया जा सकेगा ।

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Chhattisgarh Medical Services Corporation Limited

C.G. Housing Board, Commercial Complex, North West Corner, Sector-27,
Nava Raipur, Atal Nagar (C.G.) – 492018

Tender Notice -No/9806/CGMSCL/Tech/2022-23

Online Tenders are invited from licensed manufacturers for supply of EDL/Non-EDL Medicine (Allopathy, Ayurveda, Homeopathy, Unani) and Consumables, Test kits, Medical Equipments items. Providing service for disposal of Expiry drugs in 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** between **09/01/2023 to 31/03/2023** and visit above websites for various amendments on tenders issued time to time.

Date:05/01/2023

S/d-
Managing Director
CGMSCL, 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 equipments 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 alone will 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/ NABL Accredited Laboratory/ Central Drug Testing Laboratory (CDL)/ National Institute of Biologicals (NIB) (***As required/ Applicable***) in respect of each batch supplied. Supplies devoid such reports will not be taken into stock and payments will not be made. Suppliers will be required to take back the supplies and will be

deemed as defaulters in respect of the supply and shall be liable for penalties applicable for non-supplies. 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 be testing 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. 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.

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

1.8. 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.

1.9. 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.

1.10. 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.

1.11. 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 &Rules only and prescribing cool or cold storage for drugs in respect of which no 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.

1.12. 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.

S/d-

Managing Director,

CGMSCL, Atal Nagar, Nava Raipur

SECTION - II

DESCRIPTION, DIRECTIVE & ABBREVIATIONS

The Managing Director, Chhattisgarh Medical Services Corporation Limited, Chhattisgarh Housing Board Commercial Complex (North West corner) Sector-27, Atal Nagar, Nava Raipur – 492018(hereinafter referred as **Tender Inviting Authority/Purchaser** unless the context otherwise requires) invites e-TENDER FOR RATE CONTRACT OF CONSUMABLE ITEMS to Chhattisgarh medical services corporation limited **FOR THE YEAR 2022-23.**

2.1 DESCRIPTION

S. No.	Particulars	Details
1	Purchaser	Chhattisgarh Medical Services Corporation Limited, Raipur, (CG)
2	Consignee	Assistant manager of drug warehouses (Annexure 15).
3	Bidder	Intending agencies participating in Tender process for supply of Consumable items.
4	Supplier	Successful Bidder to whom contract is awarded.
5	Language of Bid	English
6	List of Items	List of Items with indicative quantity is Detailed in Annexure –2 (Schedule of requirements)
7	EMD	Rs. **200000**/- (NEFT/RTGS), (Refundable) for manufacturer/loan licensee/importer
8	Tender Processing cost	**Rs.5000/- (**NEFT/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 up to six months, if required.
12	Address for communication	Chhattisgarh Housing Board Commercial Complex (North West corner) Sector-27, Atal Nagar, Nava Raipur - 492018 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.

2.2.2Tender 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 15.

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 into 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 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.

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

2.2.17 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.

2.2.18 Purchase order -means the order issued by the Tender Inviting Authority to the supplier informing 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.

2.2.19 Supply Schedule – means the schedule for supply of product which shall be adhered to for supply 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.

2.2.20 Basic unit – means the smallest unit of the drugs to be made available and shall be of form tab/cap/vial etc. The rate to be given on the price bid shall be quoted for the **Basic unit (As per schedule of requirement Annexure-2).**

2.2.21 Empanelled 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.

2.2.22 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 ABBREVIATIONS

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 ELIGIBILITYCRITERIA

3.1.1 Manufacturing license and product permit:

- The Bidder shall be the manufacturer/loan licensee having valid manufacturing license 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 or Manufacturing license issued by competent authority as per Medical Devices Rules, 2017 .
- In case of Importer, it should have a valid import license and product registration certificate issued by the Drugs Controller General of India or Import license issued by competent authority as per Medical Devices Rules, 2017. Importers shall possess the valid sale license also, as applicable.
- In case of non-drug item(s) the bidder shall have a valid manufacturing license or valid Import Export Certificate (IEC) issued by appropriate authorities-local bodies, industrial department etc. with an under taking/Self declaration in his Notarized 100/- Stamp paper 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**

3.1.2 Average Annual Turnover:

- Average Annual turnover for Non SSI Units in the last three years shall not be less than Rs. 4.00 Crores as per annexure-6
- In case of Micro, Small and Medium Enterprises (here in after referred as MSME) located in Chhattisgarh State, the average annual turnover for the last three year shall not be less than Rs.50 Lakhs. The bidder shall submit proof of the same (CA certified copy of audited accounts). The Annual Turnover for the last three financial years.

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.

3.1.5 WHO-GMP:

- ***WHO-GMP of manufacturing unit issued by Competent Authority. In case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or certificate which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc or COPP certificate of their Principal Manufacturing Company or firm.***
- Note: Valid certificate mean the certificates should be valid on the date of opening of technical bid.
- N/B: - In case of bidder as manufacturer having manufacturing license as per Medical Devices Rules, 2017, there is no requirement for submission of Valid GMP/WHO-GMP certificate. However, the bidder has to submit compliance to Quality Management System (QMS) as per CDSCO letter Dt.08.08.2018.

- Items that come under Schedule 'O' of the drugs & cosmetic Act 1940 & rules 1945 are exempted from the requirement of WHO –GMP. Only GMP required for Schedule 'O'
- **In case of item not comes under Drug or MDR** - The bidder should have ISO certificate issued by BIS.
- In case of items required with ISI/CE Mark the bidder should furnish valid ISI/CE certificate issued by competent authority for the items as per technical specification.

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:

- Bidder should not be submitted for a product with shelf life lesser than minimum 36 month.

- **3.1.8 Tender fee & EMD**

a. Make RTGS/NEFT payment for EMD and Tender processing Fee.

b. Detail of RTGS/NEFT Payment :

Account Name: CGMSC Ltd Drugs Procurement Tender

Account No: 540901010050665

c. Fund should be transfer through RTGS/NEFT from bidder account. Non compliance of the same may tantamount to cause of rejection.

d. Tender Fee & EMD may be submitted combined. **(e.g. EMD Rs. 200000/- & Tender Fee Rs. 5000/- may be submitted as Rs. 205000/- and Only one UTR No. may be provided) In case of EMD exemption only tender processing fee has to be submitted.**

3.1.9 GST Registration:

A. GST registration certificate and copy of GST returns of at least 1 month of last 3 month from the 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.

3.2.2 For Firms/ Company

- The Concern/Company/Firm which has/have been blacklisted by CGMSC Ltd., due to quality failure / non performance 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, GMP non-compliance, violations of Drugs & Cosmetics Act and

Rules, submission of Forged /fabricated /false documents and/or fraudulent/illegal practices of the drugs supplied should not participate in the tender during the period of black listing.

3.2.3 Other conditions

- Where product(s)/ Supplier is blacklisted in any other State Government / Central Government / its Drug procurement agencies for situations as 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. 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.
- That if the firm/company suppresses/mislead/non-disclose any fact regarding his product/firm, blacklisting process will be initiated against the product/firm and the product/firm will be eventually blacklisted.

Note:

(i) During the validity of the tender if the firm/ company is black listed 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 to CGMSCL by the corresponding firm/ company.

(ii) 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 thereby eligible to participate in the present tender. (Notarized affidavit as per Annexure-5).

(iii) 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 and/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 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. Non compliance 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-10) 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.

4.1.5 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.

4.1.5.4 The Tenderer, whose manufacturing unit is found to be not complying with the WHO GMP (but furnished an affidavit) during inspection, will be levied with a fine of Rs.25,000.00 This fine amount shall be deducted from the EMD deposited by the bidder or any other amount payable to them in any nature. The amount will be deducted without any notice. In case of deficit, legal action will be taken against the bidder for recovery.

Note: Without **EMD or Tender processing fee** bidder will not be consider 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 till the decision of TIA 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.

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.

4.3 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.

SECTION-V

THE TENDER PROCESS

5. **THE TENDER PROCESS**

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

Cover – A: EMD, Tender fee & prequalification

Cover – B: Technical bid

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. **(in color scan copy of original Document)**
2.	Copy of EMD exemption certificate if applicable. **(in color scan copy of original Document)**
3.	GST registration certificate and copy of GST returns of at least 1 month of last 3 month from the Published date of tender. **(in color scan copy of original Document)**
4.	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, Notarized 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. (**in color scan copy of original Document)**
5.	Valid manufacturing license issued by licensing authority with product permission of the bidder. The items quoted &Product/drug code (CGMSC) should Mandatory be ***HIGHLIGHTED***; Product/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. **Note:- Document should be uploaded in color scan copy of either original or Notarized copy.**
6.	Quality assurance certificate like ISO:13485 or any other. **Copy of ISO certificate Issued by competent Authority. (in color scan copy of original Document)**
7.	**Copy of USFDA/BIS/CE/any other Certificate as per technical specification (if any). in color scan copy of original Document)**

S. No.	Documents
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. **Document should be uploaded in color scan copy of either original of attested copy**
9.	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. **Note:- Document should be uploaded in color scan copy of either original or Notarized copy.**
10.	*WHO-GMP of Manufacturing unit issued by Competent Authority. In case of Imported drugs, WHO-GMP or certificate which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc or COPP certificate of their Principal Manufacturing Company or firm.* In case of bidder as manufacturer having manufacturing license as per Medical Devices Rules, 2017, there is no requirement for submission of Valid GMP/WHO GMP certificate. (**in color scan copy of original Document**) **or** any other relevant document if applicable.
11.	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- 3 (On Non Judicial Stamp Paper worth Rs.100/-duly notarized by public notary)along with exact address of the registered/Corporate office. (**in color scan copy of original Document**)
12.	List of items for which bid is quoted as per format in Annexure 4 (On Non Judicial Stamp Paper worth Rs. 100/-duly notarized by public notary) With GST & HSN No. (**in color scan copy of original Document**)
13.	Affidavit Strictly as per format in Annexure 5 (On Non Judicial Stamp Paper worth Rs. 100/-duly notarized by public notary). (**in color scan copy of original Document**)
14.	Annual turnover statement for 3 years as per format in Annexure- 6 (**in color scan copy of original Document**)
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. (As per Annexure- 7). (**in color scan copy of original Document**)
16.	Bank Details of the Firm. (As per Annexure 8). (**in color scan copy of original Document**)
17.	Signed copy of Pre-contract integrity pact, signed on all pages by the tendered (As per Annexure 9). (**in color scan copy of original Document**)

S. No.	Documents
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 an SSI Unit. Notarized Undertaking as per format in Annexure-10 (On Non Judicial Stamp Paper worth Rs. 100/- duly notarized by public notary) will have to be submitted by the bidder claiming EMD exemption. (**in color scan copy of original Document**)
19.	Production details of the quoted product for last 3 years. Copy of agreement/ purchase order (As per given format Annexure - 11). (**In color scan copy of original document**) is not applicable for imported product.
20.	***Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder has previous experience of at least 03 years (for the years mentioned in Annexure 06).***
21.	Other document for establishing eligibility of bidder (**In color scan copy of original document**)

Note:

- All original copy should be scanned and submitted. (Photo copy in any form will not be accepted. TIA can ask clarification/claim objection document before finalization, bidder need to submit the same within 07 days of intimation.
- Three samples of each quoted Consumable/Kit should be submitted to CGMSCL Office in such a manner that samples are received in CGMSCL only after last date of bid submission but not later than 15 (Fifteen) Calendar days after last date of bid submission. If 15^{th} day is a holiday then samples must be received in CGMSCL on the next working day. Item code should be mentioned on the sample. Without item code sample will not be tested.

Requirements of Cover B:

S. No.	Documents
1	Technical data sheet of the product quoted, Brochure/Leaflet/Manual/ Literature of original catalogue of the product. (**in color scan copy of original Document**)
2	CE/US-FDA/CDSCO/Other relevant Certificates mentioned in eligibility criteria of tender document indicating Quoted item. (**in color scan copy of original Document**)
3	Other relevant documents for quoted product specific. (**In color scan copy of original Document**)

NOTE:-

- Three samples of each quoted Consumable/Kit should be submitted to CGMSCL Office in such a manner that samples are received in CGMSCL only after last date of bid submission but not later than 15 (Fifteen) Calendar days after last date of bid submission. If 15th day is a holiday then samples must be received in CGMSCL on the next working day. Item code should be mentioned on the sample. Without item code sample will not be tested. Physical verification of will be part of technical evaluation, only satisfactory items will be considered for opening of price-bid.
- All original copy should be scanned and submitted. (Photo copy in any form will not be accepted. TIA can ask clarification/claim objection document before finalization, bidder need to submit the same within 07 days of intimation.

5.2 Inspection of manufacturing premises:

- The purchaser may depute a team for inspection of the facility; the bidder should facilitate the same on short notice.
- Each and every manufacturing unit/ facility is to be inspected at least once in every 3 years as per Drug and Cosmetic Act.
- The Tenderer shall allow inspection of the factory at any time during the validity of the tender / currency of the contract by a team of Experts/Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the drugs quoted. If Company/Firm does not allow for any such inspection, their tenders will be rejected during the currency of the contract.
- The purchaser is free to terminate the contract and / or take penal action against the supplier as per the provisions of the "conditions of tender" on the basis of the results of such inspections. Inspection of manufacturing facility will be a part of technical evaluation which will be very important for qualification or disqualification of a bidder.
- The Tenderer should not influence the Inspection team in any manner including providing conveyance, accommodation, food etc., any effort may result in rejection of the tender without prejudice to other conditions.
- If any time during inspection, the manufacturing unit is not found satisfactory according dissertation of the inspecting team deputed by CGMSC then the facility will be disqualified for the tender/ no further Purchase order will be placed till compliance. In such cases a penalty amount of Rs.25,000/-or expenditure incurred by CGMSC whichever is higher will be deducted towards inspection charge. This fine amount shall be deducted from the EMD deposited by the bidder or any other amount payable to them in any nature. The amount will be deducted without any notice. In case of deficit, legal action will be taken against the bidder for recovery.

5.3 **Requirements of Cover C:**

Ultimate cost to the purchaser with breakup for each unit (to be filled online) As Per Annexure-12 **(As mentioned on Schedule of Requirement (Annexure-2).**

5.3.1 The rates should be quoted on basic units 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& site inspection.

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 The L1 bidder is eligible for placement of Purchase Orders for the item and if there is more than one L1 supplier, 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.

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

6.1.6 The bidders agreeing for matching with lowest rate shall furnish the revised rate breakup details of their final rate in the price bid format.

6.1.7 The matched L1 bidder, on placement of LOI will be deemed as L1 rate supplier for the purpose of the tender and all provisions of the tender documents applicable to the L1 bidder will apply to the matched L1 supplier.

6.1.8 The division of Purchase order quantity will be according to the bid ranking status. Where other eligible bidder match with the L1 rate, the award will be as follows:

i. If L2 bidder matches with the lowest rate then the quantity will be ordered in the ratio 70:30 between L1 & L2 bidders.

ii. In case of bulk quantity, if L2 & L3 bidder's match with the lowest rate then the ratio will be 60:20:20.

iii. In case L2 and L3 bidder has not matched with the lowest rate then the share of the order will be given to the next matched bidder according to the bid ranking status.

6.1.9 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.

6.1.10 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 bidder 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 FDR/BG. The format for Performance Bank Guarantee is annexed at Annexure 14.

6.4.2 Performance security is to be furnished within 10 days of receiving of PO and it should remain valid for a period of 2 Years beyond the date of completion of all contractual obligations of the supplier. If Performance security/Security deposit not submitted within 10 days of receiving of purchase order than the purchase order shall be automatically cancelled and amount of EMD shall be forfeited.

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 4 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. The labels in the case of injectable should clearly indicate whether the preparations are meant for IV, IM, SC, etc.
d. Injection vials should have flip off seals.
e. All plastic containers should be made of virgin grade plastic.
f. The name of the drug should be printed in clearly legible bold letters (It is advisable that the colour of font be different from other printed matter to make the name highly conspicuous.
g. 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.
h. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act.
i. Packing should be able to prevent damages or deterioration during transit.
j. 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)
k. The cap of vials/bottles should not carry any name/logo/marks of the supplier. Failure to comply with this provision would attract penalty @ 5% of value of such supply.
l. Light-sensitive pharmaceuticals must be packed in containers that allow maximum protection from light.
m. Damaged/Mutilated labels due to spillage, breakage or poor quality of containers, closures, packing materials etc would attract penalty @ 5% of value of such supply.

7.4.2 SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES

a. General Specifications-

- 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 45-60 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. SPECIFICATION FOR CORRUGATED BOXES HOLDINGTABLETS/CAPSULES/PESSARIES

- The total weight of the box should be approx of 7-8 Kgs.

d. SPECIFIATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 100 ml AND BELOW 1 LIT.

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

e. SPECIFICATION FOR IV FLUIDS

- Each corrugated box may carry maximum of only 24 bottles of 500 ml in a single row or 50 botles of 100 ml in 2 rows with individual sealed polythene cover and centre partition pad, top and bottom pads of 3 ply.

f. SPECIFICATION FOR OINTMENT/CREAM/GELS PACKED IN TUBES:

- No corrugated box should weigh more than 7-8 Kgs. Every ointment/cream/gel tube should be individually packed in carton and then packed in 20’s in a grey board box, which may be packed in a corrugated box.

g. SPECIFICATIONS FOR INJECTION (IN VIALS AND AMPOULES)

- Vials may be packed in corrugated boxes weighing upto 15 Kgs. ampoules should be packed in C.B weighing not more than 8 Kgs. In the case of 10 ml ampoules or 50 ampoules may be packed in a grey board box. multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition. If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual cartoon may be packed as such in the CB with centre pad. In case of ampoules every grey board box should carry 5 amps along with cutters placed in a polythene bag. vials of eye and ear drops should be packed in a individual cartoon with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box. cutters are not required with ampoules in the case of snap off type ampoules.

h. SPECIFICATION FOR ORS

Primary packing:- The pouches/sachets of ORS should be three layered with following composition:

Site	Material	Micron	MM	Gm/m2
Inner	Polyethylene	50	0.040-0.050	36.9-46.1
Middle	Aluminum	09	0.009-0.015	24.3-40.50
outside	Polyester	12	0.012-0.015	12.9- 20.9

Secondary Packages and Tertiary package:-

- 50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

i. LYSOL

- Not more than 5 liters can may be packed in single box.

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. For injections and liquid oral preparations, the concentration of the active ingredient must be given in mg/ml or IU/ml.

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

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

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

vii. ***All (Primary, Secondary and tertiary)*** *packs should bear GS1 barcode containing the detailed product information. (As per Annexure-13).*

viii. Products with MRP will not be accepted.

ix. ***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. Unless secondary pack is not applicable like IV bottles, ORS powder oral liquid etc.

CGMSC

"**Chhattisgarh Govt. Supplies - Not for sale**"

7.7 SAMPLE LABEL FOR TERTIARY PACKING

"CHHATTISGARH GOVT. SUPPLY NOT FOR SALE"

PARACETAMOL TAB 500 mg I.P

CGMSC

Batch. : B-420

Mfg Date: Nov - 2019

Exp Date: Oct-2021

Quantity Packed: 100x10x10

Shipper No:

Manufactured by:

Note: Barcode should also be displayed.

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 consignment will not be accepted by consignee.

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 Tenderer 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.

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

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

8.5 For Surgical items requiring sterility test and imported ones, the supplier shall supply ordered quantity within 70 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 Tenderer fails to execute the supply within the stipulated time (70 days), then the supplier may continue the supply of the unexecuted quantity after 70th day upto 5 PM of 100th day, subject to levy of penalty @ 0.2% per day maximum penalty upto 10% of PO value for unexecuted quantity.

Note: (1) If the Tenderer fails to execute the supply within 100 days then the unexecuted ordered quantity will be accepted only after the approval of MD CGMSCL

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

8.6 Supplier shall complete the earliest pending purchase order before commencing the supply of subsequent purchase orders.

8.7 For ***all medicines (For exam***. Enzymes, hormones, vaccines, blood product etc.) which were need to be tested at NIB/CRI Kasauli should be supplied with NIB/CRI Kasauli test reports. For which additional 30days (Total 90 days) delivery period will be provided without penalty after this time, penalty will be charge @ 0.2% per day maximum penalty upto 10% of PO value for unexecuted 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 bidder fails to execute the supply subject to levy of penalty charge of 20 % of PO value for unexecuted quantity.

8.8 **No Medicine will be accepted Without Barcode**. Except PO value is worth Rs.1 lakhs or less and for Imported product

8.9 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 Tenderer 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.

8.10 For Surgical items requiring sterility test and imported ones, the order stands cancelled at the end of 130th day from the issue of the purchase order after levying penalty on the value of unexecuted order as specified under Clause 11.1 Further, the Tenderer 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.

8.11 It shall be the responsibility of the Tenderer 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.

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

8.13 **Force Majeure**: If at any time the Tenderer 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 Tenderer within 10 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events does not include the Scarcity of raw material, Increase in the cost of raw material, Electricity failure, breakdown of machineries, Labour disputes/Strikes, Insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc. The supplier shall not be liable to pay LD/penalty and forfeiture of performance security for the delay in executing the contract on account of the extension of supply period granted on the ground of force majeure events.

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 bidders 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 be deemed 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 Tenderer

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

9.5 The supplier shall furnish evidence of the basis for expiration dating and other stability data concerning the commercial final package on request by the CGMSC Ltd., In case of any adverse report in the field, the B.M.R/B.P.R for the particular batch of the product(s) supplied shall be produced when demanded.

9.6 The products should conform to the standards of IP/BP/USP/EP/JP as the case may be. In case the product is not included in the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. for imported drugs, respective country's pharmacopeia standards shall be acceptable (even if the product is official in IP).

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

10 NSQ and Blacklisting:

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 Tendered who have 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 in " NOT OF STANDARD QUALITY " then supply batch in declared " NOT OF STANDARD QUALITY " and the concerned supplier has to replace the consignment on as is where basis within 60 days of intimation with batch of standard quality.

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 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 tenderer 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 empanelled labs. The bidder shall not be penalized for non supplied or delayed supplies if the there is a delay on the part of empanelled 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 tenderer, 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.

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

2 For Surgical items requiring sterility test and imported ones entire ordered quantity shall be supplied within 70th day from the date of purchase order from the tender inviting authority. However, if the Tenderer fails to execute the supply within the stipulated time (70 days), then the supplier may continue the supply of the unexecuted quantity after 70th day upto 5 PM of 100th day, subject to levy of penalty @ 0.2% per day maximum penalty upto 10% of PO value for unexecuted quantity. And if the Tenderer fails to execute the supply within 100 days then the unexecuted ordered quantity will be accepted only after the approval of MD CGMSCL. and If the Tenderer fails to execute the supply subject to levy of penalty charge of 20 % of PO value for 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 60th day from the date of NSQ declaration if the Tenderer / Supplier fails to execute the fresh batch supply within the stipulated time (i.e 60 days), beyond 60 days PENALTY CLAUSE 11.1 LIQUIDATED DAMAGE & PENALTY will be applicable

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.

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 manufacturer's 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/ NABL Accredited Laboratory/ Central Drug Testing Laboratory (CDL)/ National Institute of Biologicals (NIB) (***As required/applicable***) in respect of each batch supplied. Supplies devoid such reports will not be taken into stock and payments will not be made. Suppliers will be required to take back the supplies and will be deemed as defaulters in respect of the supply and shall be liable for penalties applicable for non-supplies.

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 Unit) 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 unit 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)

Chhattisgarh Housing Board Commercial Complex (North West corner)

Sector-27, Atal Nagar ,Nava Raipur - 492018

www.cgmsc.gov.in, **Email**: **medicine.cgmsc@gov.in**

Website: www.cgmsc.gov.in, email: **medicine.cgmsc@gov.in**, gmtechnical.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) Not with standing 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. The rates quoted by the bidder shall remain valid for **one and half years** from the date of signing of contract which may be extended for further six months after approval of MD, CGMSCL. Firm shall be bound to accept the extension period of rate contract.

Note: List of Items in Annexure – 2 (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.

23.2 In 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.

APPEAL:

- Any tender aggrieved by the order passed tender accepting authority may appeal to **PS/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.

24. JURISDICTION

In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Raipur and High Court of Chhattisgarh only.

ANNEXURE - 1

CHECK LIST

TENDER REF. NO. …… DATED ……..

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 copy of GST returns of at least 1 month of last 3 month from the Published date of tender	
4.	Notary 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;	
5.	Notary 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.	

S. No.	Document	Page No.
6.	***WHO-GMP of Manufacturing unit issued by Competent Authority. In case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or certificate which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc or COPP certificate of their Principal Manufacturing Company or firm.*** In case of bidder as manufacturer having manufacturing license as per Medical Devices Rules, 2017, there is no requirement for submission of Valid GMP/WHO GMP certificate.	
7.	Details of manufacturing premises / importing unit where the drugs quoted are actually manufactured / imported should be given as per the format in **Annexure- 3** (In 100 Rs. Stamp Paper, Notarized by public Notary) along with exact address of the registered/Corporate office.	
8.	List of items for which bid is quoted As per format **Annexure – 4** (in Rs. 100 Stamp paper duly Notarized by public notary) With GST & HSN No.	
9.	Document (Strictly as per format in **Annexure - 5** (In Rs. 100/-duly notarized by public notary).	
10.	Annual turnover statement for 3 years (**As per Annexure - 6)**	
11.	Notary attested copy of Power of Attorney/Resolution of Board **(As per Annexure – 7).**	
12.	Bank Details of the Firm. **(As per Annexure – 8)**	
13.	Signed copy of Pre-contract integrity pact, signed on all pages by the tendered **(As per Annexure 9).**	
14.	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 Annexure 10** (On	

S. No.	Document	Page No.
	Non Judicial Stamp Paper worth Rs. 100/- duly notarized by public notary) will have to be submitted by the bidder claiming EMD exemption. **(As per Annexure 10)**	
15.	Production detail of quoted product. **(As per Annexure 11)**	
16.	Tender document seal & signed.	
17.	Technical data sheet of the product quoted, Brochure/Leaflet/Manual/ Literature of original catalogue of the product. (**in color scan copy of original Document**)	
18.	CE/US-FDA/CDSCO/Other relevant Certificates mentioned in eligibility criteria of tender document indicating Quoted item. (**in color scan copy of original Document**)	
19.	Quality assurance certificate like ISO or any other.(**in color scan copy of original Document**)	
20.	Other documents for establishing eligibility of bidder. (**In color scan copy of original Document**)	
21.	Other documents	

ANNEXURE – 2

Schedule Of Requirement

S. No.	Item Code	Item Name	Technical Specification	Pack Size	Basic Unit
1	**C180**	Minicap/Disinfectanat cap with Povidine Iodine	**Minicap/Disinfectanat cap with Povidine Iodine** Protective cap made up of plastic containing Povidine iodine solution for single use only of appropriate size in pack of 60 . Product must be made at Plant having 1) USFDA Or CE and 2)ISO 13485 plant certified. Must not be made of Natural rubber Latex , must be NON_PVC, must be Non- DEHP	Pack of 60	One Cap.
2	**C181**	CAPD Drainage Bag	**CAPD DRAINAGE BAG** Empty Drain bag 3 ltr Product must be made at Plant having 1)USFDA Or CE and 2)ISO 13485 plant certified	each	One Bag
3	**C182**	CAPD Outlet port clamp	**CAPD Outlet port clamp :** Short Nose Clamp for Outlet Port of plastic Container , clamp intended to facilitate peritoneal dialysis set connector insertion into and removal from, Peritoneal Dialysis Solution in plastic container. When closed the clamp occludes the outlet port tube of the solution container and provides support for insertion and removal of the set connector.Must not be made with natural rubber latex	each	One Clamp
4	**C183**	CAPD Extended Transfer Set with Twist Clamp	**CAPD Extended Transfer Set with Twist Clamp** and components : This PD Transfer Set with Twist Clampset is indicated for use when connecting to CAPD Disposable Disconnect YSet,MiniCap Disconnect Cap with Povidone-Iodine Solution or other compatible disconnect systems . must contain Tip protector,Insert, Main Body, Sleeve,Tubing, Adapter, Pull ring Cap,Female locking Connector, Double Sealing male luer lock connector made up of Low Density Polyethylene (LDPE), Polysulfone (PSU), Blue,Polybutylene Terephthalate (PBT), Silicone, Polyester, LDPE, Blue, Polyester, Blue (shelf life 60 months)	-	One set
5	**C184**	CAPD Locking Catheter adapter with Luer lock	**CAPD Locking Catheter adapter with Luer lock :** Locking Titanium Adapter for peritoneal Dialysis Catheter, double sealing female Luer lock adapter with a 2-piece, combination compression fit/barbed catheter connector. should be able to connect the PD catheter to a solution transfer set with locking connector. must be compatible with peritoneal dialysis cathe-ters of nominal measurements of 2.6mm ID / 5mm OD and 3.5mm ID / 5.1mm OD. (Shelf Life :60 Months)	-	One adapter

Note: Purchaser will have the right to procure any of the items selectively based on user / indenter's 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 – 3

Tender Reference No……..

DETAILS OF THE BIDDER AND MANUFACTURING UNITS

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

		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/WHO- Geneva,EU/MCC/TGA/ANVISA WHO – GMP certification by FDA	
B	a	Address of the manufacturing unit-II	
	b	GST Registration No. of the manufacturing unit -II	
	c	Drugs manufacturing license No. & Validity	
	d	Name of Contact person, Contact No.,E-mail ID	
	e	US-FDA/MHRA/WHO- Geneva,EU/MCC/TGA/ANVISA WHO – 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 – 4

Tender Reference No……..

LIST OF ITEM'S FOR WHICH BID IS QUOTED

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

Name of the firm and address as given in Drug license	
Drug License no. in form 25 & 28 or import License No. (As per requirement)	
Date of issue & validity	
Revised WHO-GMP compliance Certificate obtained on	
Market standing Certificate obtained on	

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

ANNEXURE – 5

Tender Reference No……..

AFFIDAVIT

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

I/We, Sole Proprietor/Managing Partner/Managing Director/Power of Attorney holder of M/s……..having its Registered Office/Place of business at……and having Factory Premise(s) at ……&……..do here by 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. The prices charged by us is not higher than charges to wholesalers or for institutional supplies in last six months.
4. 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.
5. 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 failure and /or fraudulent/illegal practices for the quoted product / firm by any other State
6. 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.
7. 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 Deposit and 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 – 6

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 for Consumable/Pharmaceuticals based on their audited balance sheet as follow.

Turnover in the financial year of 2019-2020 ……..……..Rs

Turnover in the financial year of 2020-2021 …….……..Rs

Turnover in the financial year of 2021-2022 …….……..Rs

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 – 7

Tender Reference No……..

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 of person), on behalf of ……..(name of Bidder).

Name of Authorise Person :……

Contact Detail :…….

Address :…….

Photo:

Authorised persons photo with sign and seal

Sincerely,

(Company counsel or company officer signature)

(Name and Title)

ANNEXURE –8

Bank Mandate format:

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 BIDDER /successful BIDDER.

Date: Company Seal Signature

Place: (Name of the person signing & designation)

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

Bank Seal with address. Signature of the authorized Official of the bank.

ANNEXURE – 9

Tender Reference No……..

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1 This pre-bid contract Agreement (herein after called the integrity Pact) is made on …… day of the month …../……20……, 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, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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 the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or

Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 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 manufacture/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 any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public

Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

6. EARNEST MONEY (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 favour 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.

13.2 If 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 – 10

UNDERTAKING

(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 Consumable items for the year 2022-2023 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 – 11

PRODUCTION DETAIL OF QUOTED PRODUCT

S No	Item code	Item Name with Unit pack/size	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 Govt. Agency to which last supply made
F.Y. 2019-20									
1									
2									
F.Y. 2020-21									
1									
2									
F.Y. 2021-22									
1									
2									

Signature and Seal of the Bidder.....

.....

ANNEXURE – 12

Tender Reference No……..

CHHATTISGARH MEDICAL SERVICES CORPORATION LIMITED

RAIPUR - 492 018

TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES FOR A YEAR

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

(i) L1 rate will be decided on Comparative price per unit (Column 7) Basis.

(ii) As per GST Norms is Applicable

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

(iv) Price quoted will on online in e-procurement website only. Need not to be submitted in any PDF or document.

ANNEXURE – 13

Tender Reference No……..

All suppliers of drugs/sutures/surgical items are required to incorporate barcodes as per GS1 standards at secondary and tertiary packaging level. At the time of supply, supplier is required to submit valid GS1 registration Certificate/document and barcode verification report issued by GS1 India, not older than three months from the date of issue.

Technical Specification for GS1 Standards

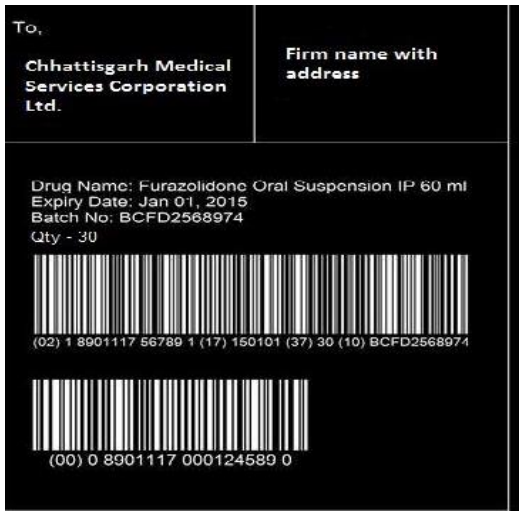
Tertiary Level Pack: Data attributes to be captured in case of Homogenous Pack -

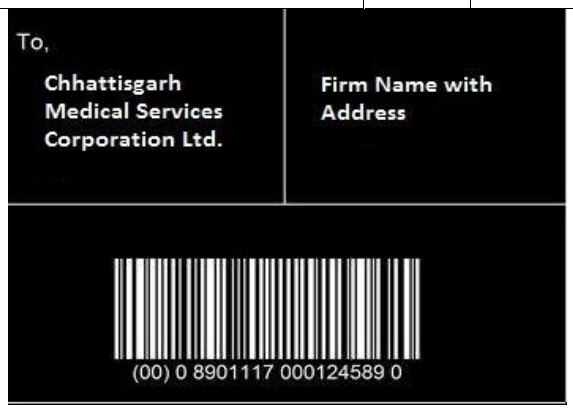
a) Unique product identification code (GTIN - Global Trade Identification Number)
b) Expiry date
c) Batch no.
d) Quantity
e) Serial Shipping Container Code (SSCC)

e.g. 1st Barcode : (02) 1 8901117 56789 1 (17) 150101 (37) 30 (10) BCFD2568974

2ndBarcode : (00) 0 8901117 000124589 0

Attribute	Description	Length	Nature	Data Type
(02)	Application Identifier to indicate GTIN-14 Brackets not encoded in the barcode	2	Fixed	Numeric
1 8901117 56789 1	Unique Product Number-GTIN-14	14	Fixed	Numeric
(17)	Application Identifier to indicate Expiry date Brackets not encoded in the barcode	2	Fixed	Numeric
150101	Expiry Date YY/MM/DD	6	Fixed	Date
(37)	Application Identifier to indicate Quantity Brackets not encoded in	2	Fixed	Numeric

	the barcode			
30	Quantity	8	Fixed	Numeric
(10)	Application identifier to indicate Lot/batch number Brackets not encoded in the barcode	2	Fixed	Numeric
BCFD2568974	Batch No / Lot No	20	Variable	Alphanumeric
(00)	Application identifier to indicate the SSCC Brackets not encoded in the barcode	2	Fixed	Numeric
0 8901117000124589 0	Unique number of the tertiary pack	2	Fixed	Numeric
Recommended barcode type – GS1-128				
Tertiary Level Pack: Data attributes captured in case of heterogeneous pack a) Serial Shipping Container Code (SSCC) e.g. Barcode : (00) 0 8901117 000124589 0				
Attribute	Description	Length	Nature	Data Type
(00)	Application identifier to indicate the SSCC Brackets not encoded in	2	Fixed	Numeric

	the barcode			
0 8901117 000124589 0	Unique No Of Tertiary Pack	18	Fixed	Numeric
Recommended barcode type – GS1-128				

Secondary Level Pack: Data Attributes Captured

Unique product identification code (GTIN)

Expiry date

Batch No.

Serial number (optional)

e.g. (01) 1 8901117 56789 1 (17) 150101 (10) BCFD2568974 (21) 0000001

(01)	Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode	2	Fixed	Numeric
1 8901117 56789 1	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
150101	Expiry Date YY/MM/DD	6	Fixed	Date

(10)	Application identifier to indicate Lot/batch Brackets not encoded in the barcode	2	Fixed	Numeric
BCFD2568974	Batch No / Lot No	20	Variable	Alphanumeric/ Numeric
(21)	Application identifier to indicate Serial Number Brackets not encoded in the barcode	20	Variable	Numeric
0000001	Serial No	20	Variable	Alphanumeric/ Numeric
Recommended barcode type – GS1 Data matrix or GS1-128	 (01) 1 8901117 56789 1 (17) 150101 (10) BCFD2568974 (21) 0000001			

Please note -

- The above barcoding requirements shall be in addition to existing statutory labeling & marking requirements.
- The parentheses (brackets) are not encoded in the bar code and they are represented in human readable form only for highlighting the application identifier number with in the brackets.
- Fixed length data fields will always precede variable length fields.
- It is mandatory to print data encoded in barcodes as human readable information.

Please contact GS1 India office for any further assistance –

Ankit Arora GS1 India (Under Min. of Commerce, Govt. of India)
330, 2nd Floor, 'C' Wing, August Kranti Bhawan ,
Bhikaji Cama Place, New Delhi – 110066
T +91-11-42890890, D +91-11-42890846 F +91-11-26168730
E ankit@gs1india.org W http://www.gs1india.org

ANNEXURE – 14

Performance Security Bank Guarantee

(Unconditional)

To: Chhattisgarh Medical Services Corporation Limited (Name of Purchaser) Commercial Complex (North West corner) Sector-27, Atal Nagar, Nava Raipur - 492018

WHEREAS ..... (Name of the Supplier) herein called "the Supplier" has undertaken, in pursuance of Tender No.(Insert Tender Ref. No. & Date).to supply of …… for the year 2022-2023. (Description of Goods and Services) 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, upto 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 – 15

Details of Consignee

S. No.	Name of Drug Warehouse	Address of Drug Warehouse	In-charge Name & Contact No.
1.	**Regional Drug Warehouse Raipur**	Banjari Nagar Road, ParkingNo-9, Near Govt. Hospital, Transport Nagar, Ranvabhata, Raipur,Pin:-493221	Mr. Virendra Kumar Dewangan (Assistant Manager) MobNo:7773006980 Email: raipurwh.cgmsc@gov.in
2.	District Drug Warehouse, Durg	Village - Khamhariya, Opposite Krishna Engineering College, Junwani , Dist - Durg	Mr. Raj kumar dewangan (Assistant Manager) Mob No:7773006989 Email: durgwh.cgmsc@ gov.in
3.	District Drug Warehouse ,Rajnandgaon	Drug Warehoue Rajnandgaon, In front of Dena RSETI, Village - Barga GE Road, Raj	Mr. Rajkumar Dewangan (Assistant Manager) Mob No:7773006989 Email: rajnandgaonwh.cgmsc@ gov.in
4.	**Regional Drug Warehoue Bilaspur**	Drug Warehoue Bilaspur Near State Mental Hospital Vill.-Sendari Bilaspur Ratanpur Main Road, Dist.-Bilaspur, Pin:-495009	Mr. Deepak Sharma (Assistant Manager) Mob No:7773006983 Email: bilaspurwh.cgmsc@gov.in
5.	District Drug Warehoue Janjgir	Drug Warehoue Janjgir Near CMHO Office, Tah.- Janjgir, Dist.- Janjgir - Champa Pin:-495668	Mr. Mukund Kumar Chandra (Assistant Manager) Mob No:7773006965 Email: janjgirwh.cgmsc@gov.in
6.	District Drug Warehoue Raigarh,	Drug Warehoue Raigarh, In front of Shreshtha Hotel, Jindal Road Bhagwanpur, Raigarh Pin: 496001	Mr.Dileep Kumar Parhi (Assistant Manager) Mob No:7773006967 Email: raigarhwh.cgmsc@gov.in
7.	**Regional Drug Warehoue Ambikapur,**	Drug Warehoue Ambikapur, Transport Nagar, Pachpedi, Ambikapur, Surguja, Pin:-497001	Mr.Mohammad Wasim (Assistant Manager) Mob No:7773006981 Email: ambikapurwh.cgmsc@gov.in
8.	District Drug Warehoue Kanker	DrugWarehoue Kanker Village - kulgaon Near Panchayat Bhawan Kulgaon ,Jagdalpur Road, Dist - Kanker, Pin:-494334	Mr.Jayant Kumar Jain (Assistant Manager) Mob No:7773006986 Email: kankerwh.cgmsc@gov.in

S. No.	Name of Drug Warehouse	Address of Drug Warehouse	In-charge Name & Contact No.
9.	**Regional Drug Warehoue Jagdalpur**	Regional Drug WarehouseJ agdalpur Village–Niyanar, Dhuruwapara, Adawal Bypass Road, Jagdalpur Dist-Bastar, (C.G.) Pin:-494001	Mr. Avnish Kumar Yadav (Assistant Manager) Mob No:7773006968 Email: jagdalpurwh.cgmsc@gov.in
10.	District Drug Warehoue Kawardha	Drug Warehoue Kawardha Village Majhgaon, Beside Collector Office Road, Kawardha Dist- Kabirdham, Pin: 491995	Mr. Deepak Lanjhi (Assistant Manager) Mob No:7773006963 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	Mr. Narottam Sahu (Assistant Manager) Mob. No.- 7773006944 Email: korbawh-cgmsc@cg.gov.in
12.	District Drug Warehouse Mahasamund	Drug Warehouse Mahasamund, Village – Kharora Raipur Road, Mahasamund Pin: 493445	Mrs. Mahima dubey (Assistant Manager) Mob No:7773006962 Email: mahasamundwh-cgmsc@cg.gov.in
13.	District Drug Warehouse Dhamtari	Drug Warehouse Dhamtari Near Kendriya Vidyalay and Rest House, Village Mujgahan, Post Loharsh, Thana - Arjuni, Teh + Dist- Dhamtari, Pin:- 493773	Mr.Jayant Kumar Jain (Assistant Manager) MobNo: 7773006986 Email: dhamtariwh-cgmsc@cg.gov.in
14.	District Drug Warehouse Dantewada	Drug Warehouse Dantewada Geedam, Village - Bade Karli, Bijapur Road, Dist - Dantewada	Mr. Avnish Kumar Yadav (Assistant Manager) Mob No:7773006968 Email: dantewadawh-cgmsc@cg.gov.in
15.	District Drug Warehouse Jashpur	Drug Warehouse Jashpur, Near Shanti Nagar, Dorka Choura Road, Jashpur Nagar, Dist. Jashpur (C.G.) Pin - 496331	Mr.Dileep Kumar Parhi (Assistant Manager) Mob No:7773006967 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.Mohammad Wasim (Assistant Manager) Mob No:7773006981 Email: koreawh-cgmsc@cg.gov.in

Guidelines for bidders on using integrated eProcurement 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 relevant and 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 & DPR

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

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

5. Tender's Critical Dates & Time/Tender Time Schedule: The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the

relevant activity of the tender as set by the concerned department official. CHHATTISGARH RAILWAY CORPORATION LIMITED General Consultancy & DPR.

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

7. Submission of Online Bids: Bidders have to submit their bid online after successful filling of the bids within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder 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 usual physically 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 the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries/assistance, bidders may contact: 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

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