

DIRECTORATE MEDICAL EDUCATION

CHHATTISGARH RAIPUR

TENDER DOCUMENT FOR OPENING & RUNNING OF 24 X 7 PHARMACY SHOP

AT

FOUR GOVERNMENT MEDICAL COLLEGES IN CHHATTISGARH

SCHEDULE OF THE TENDER (Bid has to be submitted Online only):

Sr.	Particulars	Date and Time	Venue/web address
1.	Duration of Rate Contract		Five years from the date of Contract Agreement
2.	Date of Publishing of RFP		Online at www.eproc.cgstate.gov.in
3.	Period for submitting online Request For Proposal	
4.	Last Date for submitting online Request For Proposal	
5.	Opening of Tender (Online)		Directorate of Medical Education, Old Nurses Hostel, DKS Bhawan Parisar, Raipur, Chhattisgarh

Note: In case the * marked dates will be declared as holiday for any reason, the activity is carried out to next working day.

1. The selection of Bidders shall be carried out through e-tendering process. Proposal/Bids are to be submitted online in electronic format on website www.eproc.cgstate.gov.in as per RFP document.
2. RFP document may be downloaded from the website: www.eproc.cgstate.gov.in.
3. EMD shall be paid by way of bank draft/bankers Cheque in the name of Director Medical Education, Chhattisgarh.
4. 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.

**Directorate Medical Education,
Raipur, Chhattisgarh**

NOTICE INVITING TENDER (NIT)

Director of Medical Education Chhattisgarh, Old Nurses Hostel behind DKS Bhawan Raipur (CG) invites sealed tenders from reputed, eligible and qualified Manufacturer/Authorized Dealers/Distributors for opening and running a “24x7” Pharmacy /Chemist Shop” in the premises of following medical colleges for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. to patients only against valid prescriptions of following medical colleges in Doctors at approved “ Discounted Rates”.

Government Medical Colleges In Chhattisgarh

S.No.	Name of the Hospital
1	Govt. Medical College & Associated Hospital Ambikapur CG.
2	Late Shri Baliram Kashyap Memorial Medical College & Associated Hospital Jagdalpur CG.
3	Late Shri Lakhiram Agrawal Memorial Medical College & Associated Hospital Raigarh CG.
4	Govt. Medical College& Associated Hospital Rajnandgaon CG.

**Directorate Medical Education,
Raipur, Chhattisgarh**

Section-1

1A. Technical Bid

I. Minimum Requirements for eligibility:-

- 1. The chemist/company/firm must hold continues valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940.**
- 2. The chemist must have not been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.**
- 3. Chemist should have more than three years' experience in selling / dispensing the medicines / surgical consumable etc.**
- 4. EMD shall be paid by way of bank draft/bankers Cheque in the name of Director Medical Education, Chhattisgarh.**
- 5. VAT Registration certificate should be available with the bidder for at least 3 years.**
- 6. TIN/GST Registration allotted to the firm.**
- 7. It should have No Conviction Certificate from State Drug Controller and certificate to this effect that there is no case pending under the Drugs & Cosmetics Act 1940 and Rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 3 years.**
- 8. Bidder should be registered for more than 3 years (calculated from Financial Year ending March 31, 2017)**
- 9. Average Turnover of Bidder from chemist business must be as per Annexure "A"**
- 10. Bidder must have an experience of Local Supply of Medicine in Government Hospital(s) for 02 or more than 2 year and done local supply of medicines for more than 1 crore in last 3 financial years before the date of tender issue.**
- 11. Bidder must have an experience of minimum 02 medical shops. (Licence of shop before the date of tender issue).**

The Director of Medical Education, Chhattisgarh Raipur” reserves the right to reject all/any application received from the Chemists without assigning any reason thereof.

II. Certificates/Documents required to be submitted in the Technical Bid Envelope

The prospective bidders have to submit the following certificates / documents invariably along-with Technical Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

S. No.	Documents To be Submitted	Document Enclosed Yes/No	If Yes, Mention the Page No./Annexure No.	Remarks
01	EMD			
02	Duly attested copies of valid licenses held by the bidder as on the date of be opening in specified forms of various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drug and Cosmetics Act, 1940 and rules made there under.			
03	Copy of duly signed Declaration of bidder as per Annexure-A.			
04	Copy of the valid registration Certificate of the organisation as per the applicable Act vide Section-33.c along with the list of Executive Members of the Organisation/Trust/Firm/Proprietor.			
05	TIN & Sales Tax/VAT/GST Registration Certificate.			
06	Undertaking that the Company/Firm/Proprietor has not been convicted by State Drugs Controller, and stating that no case is pending against the organisation under the “Drugs and Cosmetics Act and Rules” a well as under the “Drugs Price Control Order” issued from time to time.			
07	Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder of 6 crore in 3 financial years with CA certificate in this regard.			
08	Copy of Drug License for preceding three years.(Calculated from Financial Year ending March 31, 2018)			
09	Self-Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be. Bio-data of the Pharmacist/Pharmacists to be deployed in the Chemist Shops.			

10	Copy of registration certificate of employees with pharmacy council and proof that they are under the direct employment of the bidder.			
11	Documents regarding, experience of Bidder for running 02 medical stores in Chhattisgarh last three (03) years. (Calculated from Financial Year ending March 31, 2018)			
12	Documents regarding, experience of Bidder in Government supply of 02 or more than two (02) years document of experience should be provided by Bidder. (Calculated from Financial Year ending March 31, 2018)			

SEAL & SIGNATURE OF TENDERER

DATE:

PLACE:

1B. Commercial Bid Format

Uniform Discount on the Printed Maximum Retail Price offered on All items of supply-

S. No.	Type of Drug	Minimum Discount	Discount offered (in figures)	Discount offered (in words)
1	All Items	30%		

Note: Bid of firms quoting discount less than 30% on MRP shall be summarily rejected and no correspondence shall be entertained in this regard.

Section – 2

Instruction to Bidder

1. SCOPE OF WORK

- a. To set up and operate 24x7 Modern Pharmacy / Chemist Medical Appliances Shop of high ethical and aesthetic standards within the premises of respective Government Medical Colleges for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc. on at discounted rates . The chemist shop will sell these items through computerized system and will submit the documentary proof of supply of these items to the patients at the approved discounted rates.
- b. The space for shop will be provided by Respective Government Medical College Campus.
- c. To maintain sufficient stocks of medicines, consumables, surgical items, Implants, Instruments etc for sale at the Pharmacy / Chemist Shop at discounted rates.
- d. To sell medicines, surgical items, Implants, Instruments, etc. to patients only against valid prescriptions of respective Government Medical College doctors at pre-approved discounted rates.
- e. Chemist will ensure use of bar-coding on each item and optical scanner at point of sales. The chemist will use standard software for stock checking, dispensing orders and billing on his own cost.
- f. Expenditure on establishment of shop, broadband Internet connectivity, telephone, electricity, water etc. shall be borne by the chemist. Charges for water supply will be approximately Rs as per actual rate, charged by respective Medical College.
- g. The selected chemist shall arrange & will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening the chemist shop in the allotted space. This may also include narcotics license at a later stage as per Narcotic Drugs Psychotropic substance Act 1985.
- h. The proposed premises can be visited from Monday – Friday at 9AM to 5PM by taking prior appointment from respective Government Medical Colleges.
- i. The exterior painting, interiors & civil work of shop should be completed in 45 days after the award of tender & handover of premises, and start the shop within 2 months of handover.
- j. The selected chemist shall be responsible for making available adequately qualified staff in sufficient numbers (24x7 basis) in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
- k. Sufficient space will be provided by the Institution. If required extra, civil work will be done by bidder at its own cost. This will be delivered to Institute after the completion of contract.
- l. All the local purchase of medicines included in MSBY, RSBY, Pensioner & other health scheme will be done by the Pharmacy shop as per the discounted rate given by the bidder.

2. COST OF BIDDING

The bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.

4. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

The bidder must submit his online Bid in two parts as per tender schedule mentioned below:

Part 1: “Technical Bid”

i. Earnest Money

The bidders are required to submit their EMD amount as given table below-

S.No.	Name of the Hospital	EMD Amount (INR)
1	Govt. Medical College & Associated Hospital Ambikapur CG.	100000.00
2	Late Shri Baliram Kashyap Memorial Medical College & Associated Hospital Jagdalpur CG.	100000.00
3	Late Shri Lakhiram Agrawal Memorial Medical College & Associated Hospital Raigarh CG.	100000.00
4	Govt. Medical College & Associated Hospital Rajnandgaon CG.	100000.00

ii. Documents establishing Bidders eligibility (Technical Bid)

As per Section 1 A & B.

iii. PERIOD OF CONTRACT

The contract shall initially be for a period of five years from the date of the signing of contract and may be extended for another for maximum of 2 year with 10% increase on rate applied. However, strictly on the basis of the satisfactory performance it may be extended for a further period of two year at the sole discretion of the Director of Medical Education Chhattisgarh, Old Nurses Hostel behind DKS Bhawan, Raipur (CG) on the same terms and conditions.

iv. RIGHT TO ACCEPT/REJECT ANY BID

The **Director of Medical Education Chhattisgarh, Old Nurses Hostel behind DKS Bhawan, Raipur (CG)**, reserves the right to annul the bidding Process and reject all bids at any time without assigning any reasons and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the such decision.

v. PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rs. 5,00,000/- (Rs. Five lakhs only) either in the form of FDR/Bank Guarantee valid for contract period (as per format at Annexure – B) issued by the Scheduled Bank for each medical colleges. No claim shall be made against “**Director of Medical Education Chhattisgarh, Old Nurses Hostel behind DKS Bhawan, Raipur (CG)**” in respect of interest if any due on the Performance Security. The Performance Bank guarantee should remain valid up to six months beyond the validity of the contract.

vi. INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

The Institute requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract.

In pursuance of this policy, the terms are set forthwith as follows:

- a. “Corrupt practice” means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the contract execution.
- b. “Fraudulent practice” means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.
- a. The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
- d. The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract if at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

Part 2: “Commercial Bid”

- i. Duly filled-in prescribed Bid Form (as per price bid format, Section 1B) containing the discount offered on MRP will have to be submitted. The discount offered will have to be more than 30% of MRP, in any case, on all items across the board, to be sold at the pharmacy/chemist shop in the space provided by respective medical college.
- ii. Contract will be awarded to the bidder who will quote for maximum percentage of discount on printed MRP on all items across the board, subject to fulfilment of technical bid and all other terms and conditions in case of bidder quoting same rules then bidder with maximum Government experience shall be awarded the tender.
- iii. Percentage discount will become applicable on the MRP mentioned and will be inclusive of VAT/GST etc. No taxes of any kind would be levied on the discounted price. The medicine and appliances should be of standard make and with stationary standards any item not liked or approved by respective Hospital Committee will be rejected.**
- iv. The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for Individual signing the Bid and other documents must specify whether he signs as:
 - a. A partner of the organization/trust/NGO, if it is in joint ownership/ trusteeship/ partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the Directorate Medical Education Chhattisgarh Raipur without prejudice to other Civil and Criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

v. PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 270 days after the date of bid opening.

vi. INVENTORY MANAGEMENT

- a. Inventory management will be through computerized system
- b. Periodical inspection by the duly constituted Monitoring committee will be carried out to verify the stock position of medicines, cold chain maintenance, bar coding etc.
- c. The Monitoring Committee shall inspect, either directly or through a nominated team, whether the medicines/materials/articles in stock are not past their shelf life or use by date.

vii. PENALTY

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

viii. FORFEITURE OF EMD/PERFORMANCE SECURITY.

- a. The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:
 - I. To sign the contract in accordance with the terms and conditions,
 - II. To furnish Performance Security as per the terms and conditions.
- III. If it is found out before signing of the contract that the successful bidder has provided false and misleading information about his credentials in his bid that has resulted in his winning the bid over the competitors.
 - b. **Performance Security** is liable to be forfeited if selected chemist:
 - I) Fails to adhere to the terms and conditions of the contract
 - II) Supplies any sub-standard, spurious medicines, substituted drug/molecule or supplying medicines past their shelf life / use by date
 - III) Non – availability of common medicines / surgical consumables, with a malafide intent
 - IV) Over – charging i.e. not offering the predetermined discount
 - V) Non-payment of rent / any other dues.

ix. SUBMISSION & OPENING OF BIDS

Bidders will submit the entire Bid documents, under two-bid system & Price bid online only on website www.eproc.cgstate.gov.in and opened as per tender schedule.

Xii. MISCELLANEOUS

The successful Bidder's Earnest Money will be returned upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be returned within 30 days after the successful completion of the tender process.

Section – 3

Terms and Conditions of Contract

1. NON SUBSTITUTION

The chemist will not change Molecule (generic) mentioned by the treating doctor. In case of request for specific brand of medicines, the brand shall not be substituted. However, the chemist shop will be provided with a list of all the standard manufacturers; duly recommended by the Monitoring Committee constituted by the “**Concerned College Authority**”

2. PACKED SUPPLIES

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine / drug on any particular day.

3. INDIVIDUAL PACKETS

The chemist shall put all medicines / surgical items as per prescription per patient in one packet.

4. LIFE PERIOD OF MEDICINES SUPPLIED

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

5. Quality Assurance

- a) The Hospital authorities would institute the following measures to ensure quality of generic/branded medicines to be procured and sold by the Bidder :
 1. The fair price outlet would procure stocks only from the approved manufacturers as described under **Procurement Policy in Section 6**.
 2. The Hospital authorities may ask the Bidder to submit analytical report from the manufacturers and/or approved and accredited laboratories in the country for certain randomly selected batches of stocks supplied by the manufacturers. In such cases, it is obligatory on the and submit the reports within a specific time frame.
- b) In addition, quality audits would be undertaken time to time from the office of the Director, Drugs Control through its testing laboratory.
- c) The Bidder shall ensure that items which are on the verge of expiry or already expired are not sold to the customers under any circumstances. The Bidder shall not sale any misbranded or spurious or adulterated drugs as well as drugs and combination of drugs banned in India under Notifications issued by the Government of India.
- d) Items other than medicines must conform to the specification standards as applicable. (e.g. specifications standards laid down by the Bureau of Indian Standards).

6. PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines / surgical consumables, etc. supplied by the authorized Chemist against the request placed on them in pursuance of this contract are subsequently found as having not conforming to quality and the parameters mentioned in "FORFEITURE OF EMD/PERFORMANCE SECURITY".

7. PENALTY FOR DEFAULT

The firm will ensure availability of all medicines & surgical consumables at all times. In case of non-availability of any item, the firm will procure the requisite item from nearby market and provide the same within an hour to the patient.

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

In case of prescription for specific brand of medicines and other items, the same shall not be substituted. If any such case is noticed during random check / complain by the purchaser etc. after the payment, then chemist will be penalized for Rs. 1050/-plus cost of the specific brand for each such default.

8. TERMINATION FOR DEFAULT

The Director of Medical Education Chhattisgarh may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part:

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

9. BLACKLISTING

- 1 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 not less than 2 years or indefinitely. The firm will also be liable for legal action depending on the facts and circumstances of the case.
- 2 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 not less than 2 years or the period specified in Bid document.
- 3 The Tenderers who have withdrawn after participating in the tender either fully or partially, the entire firm/company will be blacklisted for a period of 2 years from the date of intimation apart from forfeiture of the Security Deposit/EMD.

- 4 Blacklisting for Quality failure: The Bidder should provide good quality drug and medicine. If the bidder supplied Adulterated/Spurious/Misbranded drug during the shelf life of the product supplied irrespective of tender period, the bidder shall be black listed for the period of 2 years.

10. LIQUIDATED DAMAGES

If the bidder fails to commence the Pharmacy/Chemist shop within two Months of signing of agreements L.D. will be imposed at the rate of Rs. 1,000/- per day.

11. SALE OF MEDICINES etc.

- a Sufficient stock of standard quality of medicines / surgical item / medical implant / Orthotic and Prosthetic Devices at all times will have to be maintained by the chemist.
- b The chemist will indicate name of the medicine, quantity, batch number, date of expiry including Discount given in the Cash Memo at the time of supplying the medicines / surgical item to the purchaser.
- c The medicines / surgical item etc. to be supplied will be of standard quality. In case, it is found that any particular medicines/surgical item, etc. is expired or is near to the date of expiry, found not of standard quality, substandard or spurious, chemist will liable to be penalized which may include being debarred for a period of 3 years besides other legal action as may be necessitated.
- d Medicines / surgical items for the patient shall be supplied in individual packets by the chemist.
- e WHO - GMP certificates should be provided if asked by the respective Medical College hospital.

12. RETURN OF UNCONSUMED STOCK OF MEDICINES/SURGICAL ITEMS

Chemist will accept the stock of unconsumed / unused stock of medicines / consumable / items etc. from patient, if returned to him in good & original pack within a week of purchase along with the original cash memo and refund the original amount.

13. INDEMNITY

The bidder shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. **The Director of Medical Education Chhattisgarh** may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

14 DISPUTE RESOLVE MECHANISM

14.1 The Service Provider and the Contracting Authority shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

14.1.1 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within fifteen (15) days of receipt of the notice.

14.1.2 If the parties fail to resolve their dispute or difference by such mutual consultations within fifteen days of commencement of such consultation, then the Contracting Authority or the Service provider, then either the contracting authority or the service provider may give notice to the other party of its intension to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

14.2 The above dispute shall be settled in accordance with the provisions of the Arbitration and conciliation (Amendment) Act, 2015 or as amended from time to time.

14.3 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Raipur, where the agreement has been executed for all purposes.

14.4 All arbitration proceeding shall be held at Raipur.

14.5 The parties here by submit to the exclusive jurisdiction of the courts situated at Raipur.

15 NOTICES

- a. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address.
- b. Notice shall be effective when delivered or on the notice's effective date, whichever is later.

16. Force Majeure

16.1 Notwithstanding anything contained in the provisions of conditions of contract the successful bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

16.2 For purpose of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable.

16.3 Such events may include disasters, fires, floods, epidemics.

16.4 If a Force Majeure situation arises, the successful bidder shall promptly notify the Contracting Authority in writing of such conditions

16.5 Unless otherwise directed by Contracting Authority in writing, the successful bidder shall continue to perform its obligations under the contract as far as is reasonable practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

Declaration of Bidder
(On letter head & duly notarised)

To
The Director,
Medical Education
Chhattisgarh Raipur.

Dear Sir,

1. I/We hereby offer to open & run 24 x 7 pharmacy / chemist shop to sell medicines and surgical consumables/implants etc. to patients attending of following medical colleges in cluster I, II and III as indicated in the Bid notice in the acceptance of Bid at the rate given in **Price Bid** attached and agree to hold this offer open till contract duration. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I/we are fully aware of the nature of medicines and surgical consumables/ implants etc. required; and my / our offer is to sell the medicines and surgical consumables/implants etc. strictly in accordance with the requirements of patient.
4. I/we agree to arrange supplies of standard quality drug and surgical consumables / implants.
5. I/we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My/our organization has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules 1940.
7. The information provided by us above regarding the details of firm is correct & any information found to be incorrect will lead to the cancellation of our bid.

SIGNATURE OF WITNESS

NAME.....

ADDRESS:.....

SIGNATURE OF BIDDER

NAME.....

ADDRESS:.....

ANNEXURE – B

PERFORMANCE SECURITY FORM (PSF) **(For an Amount of Rs. 5,00,000/- (Rupees Five Lakhs only))**

To

**The Director,
Medical Education
Chhattisgarh Raipur.**

WHEREAS..... Name of successful bidder) Herein after called “Successful Bidder” has undertaken, purchase Contract NO.....Dated.....2018 to..... (Description of Services) hereinafter called “the Contract” in pursuance of Tender Document dated issued by

- AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee from scheduled bank for entering into a contract in favour of “**Director Medical Education, Chhattisgarh**” payable at Raipur.

ANDWHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish a Bank Guarantee from scheduled bank for the sum specified therein as security for the compliance with the successful bidder’s performance obligations in accordance with the contract.

ANDWHEREAS we have agreed to give guarantee for the successful bidder.

1. THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. 5,00,000/- (Rupees Five Lakhs only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.
2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes

between you and him pending before an Arbitrator or any other court or tribunal or authority.

3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.

4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and cognitions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.

6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this.....day of20.....at

SIGNED, SEALED AND DELIVERED For and on behalf of (Name of the bank) By:

.....
(Signature)

Name.....

Designation.....

Address.....

ANNEXURE- A

No.	Name of The College/Institution	EMD (INR)	Turn Over (INR)	
			Annual Avg. TO	TO in Last 3 Years
1	Government Medical College & associated Hospital, Jagdalpur	1 Lakh	1 Crore	3 Crore
2	Government Medical College & associated Hospital, Raigarh	1 Lakh	1 Crore	3 Crore
3	Government Medical College & associated Hospital Rajnandgaon	1 Lakh	1 Crore	3 Crore
4	Government Medical College & associated Hospital, Ambikapur	1 Lakh	1 Crore	3 Crore

Important Note:

* Tenderer may bid for one, more than one or all colleges. The EMD should be submitted separately for each college in the form of DD/Bankers Cheque.

** The minimum annual average turn over of tenderer must be 02 Crores i.e. minimum total turn over in last 3 years (2017-18, 2016-17 & 2015-16) should be 6 crores; even the tender is submitted for single college of any category. If tenderer is submitting bid for one or more than one college hospital whose single/cumulative turnover is more than 02 crore as per table mentioned above, in such case the minimum annual average turnover of the bidder must be equal or more than cumulative annual average turnover of the colleges for which the tender is submitted.