

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details

बिड बंद होने की तारीख/समय /Bid End Date/Time	03-02-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-02-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health And Family Welfare
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Dr. Ram Manohar Lohia Hospital, New Delhi
कुल मात्रा/Total Quantity	30000
वस्तु श्रेणी /Item Category	Fentanyl Injection (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	4 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	9 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Authorization Certificate,OEM Annual Turnover Certificate(ATC),Compliance of BoQ specification and other documents as per tender document *In case any bidder is seeking exemption from submitting supporting documents to prove his eligibility for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a tender/bid process will also be displayed to all bidders)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank Of Baroda
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	0.01
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in f

लाभार्थी /Beneficiary :

Director
Dr. Ram Manohar Lohia Hospital, New Delhi, Department of Health and Family Welfare, N/A, Ministry of Health and F
(Director)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation shall upload supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the "Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation shall upload supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the relevant financial year, shall be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant period or Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the documents are more than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Org or Private Org indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category should meet this criterion.
7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheet / certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the documents are more than 3 year old, the average turnover in respect of the completed financial years after the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years shall be taken into account for this criteria.
8. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per the MII ORDER : time)

in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned No minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to av upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declar be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I a 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4](#) Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurem

9. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated o in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchas / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro a products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Service offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not a within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such M price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is val and approved by Buyer after evaluation of documents submitted.

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or simi least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the category related to primary product having highest bid value should meet this criterion.

11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting big bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following case

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Fentanyl Injection (30000 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Conte 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत
PRODUCT INFORMATION	Medicine Name	Fentanyl
	Dosage Form	Injection
	Strength	50 mcg/mL
	Compliance to uploaded Special Terms and Conditions	Yes
PACKAGING	Type of primary packing	Ampoule
	Primary pack size	2 ml
CERTIFICATIONS & REPORTS	Availability of valid drug manufacturing license issued from the competent authority defined under Drugs and Cosmetic Act and Rules there under as amended till date	Yes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत
	Submission of all necessary certifications, licenses and test reports to the buyer as per buyer requirement at the time of bid submission and along with supplies	Yes
SHELF LIFE	Shelf life in months from the date of manufacture	36 Or higher (month)

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसू तारीख से दिनों
1	Vivek	110001,dr. ram manohar lohia hospital baba kharak singh marg new delhi	मात्रा /Quantity
			7500
			7500
			7500
			7500

Special terms and conditions-Version:1 effective from 14-11-2025 for category Fentanyl Injection

1. The sellers are registered on GeM and exempted from the Vendor Assessment process based on the ur Manufacturing Drug License certified by the issuing authority. Buyers must mandatorily ask for submitt regulatory documents applicable with the bid. Buyers must also check and validate the details e.g., val drug/medicine under procurement, the license issuing authority etc. at their end.
2. The Buyer shall ask the seller to submit the "Notarized Undertaking" in the mentioned below format (sc may be verified by the buyer at their end.

UNDERTAKING

(to be on non-judicial stamp paper of Rs 10 and not)

I, _____, s/o / d/o / w/o _____, aged about _____resident of _____
undertake that;

1. I am the partner / proprietor / director of _____ (name of entity) and duly
_____. (Name of entity)
2. We are the manufacturers of the drug/medicine _____ ("Product") and intend to offer
3. We state that the license for the Product has been granted/obtained by us as per the provisions
there under as amended till date.
4. We further state that the details regarding the Product/licenses have been uploaded by us on the
of the Drugs and Cosmetics Rules, 1945 as amended till date. Reference no. for SUGAM portal is
5. We undertake that all the information provided above is true and complete in all respect. We uni
information/declaration is provided by us, suitable legal action/action as per Drugs and Cosmetic

there under will be initiated.

Place:

Date:

.....

Signature, Name, Designation & Seal

on behalf of the Manufacturer

3. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will be applicable and all notifications issued by *Central Drugs Standard Control Organization (CDSCO)*, Ministry of Health & Family Welfare, Government of India, Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
4. All provisions of Narcotic Drugs & Psychotropic Substances Act, 1985 as amended till date will also be applicable to the Substances.
5. The purchase shall be made through Bidding/RA only irrespective of the value.
6. Manufacturer shall have a valid own manufacturing license issued by the competent drug licensing authority under the 1940 and Rules made there under as amended till date. The Drug/medicine quoted should be clearly marked with the License. The valid own manufacturing license shall be submitted to the buyer at the time of bid submission.

In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer or resellers who are operating in compliance with all relevant laws and regulations and are properly licensed to sell the drug/medicine.

Manufacturer shall be responsible for verifying the validity and authenticity of drug license held by their authorized resellers/distributors.

If revalidation of drug license has been applied for, the buyer shall be informed accordingly and the copy of the application must be submitted with a certificate that application for renewal was made within time frame as per Drug and Cosmetics Act that has not been deleted by drug licensing authority.

7. Bidder/Seller shall submit the valid GMP/WHO-GMP Certificate of the manufacturing site as per revised requirements issued by the Concerned Drug Licensing Authority to the buyer at the time of bid submission.
8. Bidder/Seller shall submit a valid **non-Conviction** certificate for last two (2) consecutive years issued by the competent authority to the buyer at the time of bid submission. The certificate must have been issued within 12 months from the date of bid submission.
9. Bidder/Seller shall submit **Manufacturing & Market Standing certificate** (in India) issued by the concerned authority for last 2 consecutive years for the drug/medicine quoted to the buyer at the time of bid submission. The drug/medicine shall be highlighted.

This would not apply to drugs, which were introduced in India less than 2 years ago. A certificate from the concerned authority for all new drug formulations to this effect.

10. If a company/firm has two or more separate manufacturing units at different sites / States/region, which are all licensed, it shall be allowed to submit only one bid for all units but necessary document regarding separate manufacturing units shall be submitted. Only one bidder will be allowed to submit only one offer for one product.
11. The manufacturer shall have in house testing facilities and valid Good Laboratory Practice (GLP) Certificate issued by the concerned authority under the Act and Rules made thereunder as amended up to date issued by Central / State Drug Controller / FDA.
12. Bidder/Seller shall have Maximum Production Capacity Certificate (section wise) issued by concerned drug licensing authority for the product.
13. STP (Standard Testing Procedure) along with the required reference standards for non-Pharmacopoeia drugs shall be submitted by the bidder/seller at the time of submission of the bid.
14. The bidder/seller shall submit complete stability data (long term stability studies and accelerated stability studies) for at least 3 batches whenever required by the buyer. For New drugs/medicines, complete stability data shall be submitted (If manufacturer has licensed a formula from another company and such licensed formula is used for the product, it should be submitted along with licensing agreement.)
15. The bidder/seller should have not been blacklisted/debarred/de-registered/banned for the quoted product by any Central / State Government's Drug procurement agencies at the time of submission of bid. Further, if the bidder/seller has been blacklisted / debarred / de-registered/banned due to quality failure, such bidder/seller or their Partner shall not participate in the bid.
16. During the validity of the bid if the firm/Company is blacklisted/debarred/de-registered/banned by any Central / State Government's Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to the buyer by document by the bidder/seller firm/ company within one month.
17. During Contract period, if the supplier is debarred/deregistered /blacklisted/ banned by any Central Government's Drug procurement agencies due to quality failure, buyer may cancel the contract and go for fresh bid as per discretion of the buyer.

18. The firm/company/ corporation and any of its director/proprietors/ partners/ Authorized signatories should not be involved in any court of India by any department of Govt. under prevention of Corruption Act or for cheating Government fund or any criminal conspiracy in the said matter at the time of submission of bid.
19. Bidder/seller should submit a notarized undertaking on an affidavit of Rs. 100/- (Rupees One Hundred and only)

They will comply with all the statutes & legislation regarding manufacturing, import, sale, and supply of drugs/medicines as per the Acts/Enactments viz., The Drugs and Cosmetics Act, 1940, The Drugs and Cosmetics Rules, 1945 (as amended), The Narcotic Control (Control) Act, 1950, The Indian Statistical Institute Act, 1959, GST Act.

To supply drugs of standard quality as prescribed under the provisions of Drug and Cosmetic Act, 1940 and to supply items/drugs "not of standard", "Grossly sub-standard" and "Spurious and adulterated drugs" as notified by the Controller of India from time to time.

20. The price offered by the seller/bidder shall not, in any case, exceed the DPCO/NPPA controlled price or ceiling price. If the seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government.
21. Guidelines of Department of Pharmaceuticals applicable as nodal ministry for implementing the provisions of the Government of India order (PPO) 2017-revision as amended to date, related to procurement of Goods & Services in Pharmaceuticals.
22. **Fall Clause:** Provision of fall clause will not be applicable on the sale of drugs which have an expiry date on or after 31/03/2020-Policy dated 12-9-2020.
23. **Shelf Life:** Shelf life of each quoted drugs/medicines shall be in accordance with Schedule P of Drugs and Cosmetics Act, 1940.

In case pre-dispatch inspection is not applicable, the life of the drugs/medicines shall not have passed more than one sixth (1/6th) of the total shelf life of the drugs/medicines at the time of delivery to the consignee.

In case of pre-dispatch inspection, at the time when the stores are offered for inspection, the life of the drugs/medicines shall not have passed more than one sixth (1/6th) of the total shelf life of the drugs/medicines.

24. **Recalls**

If products are recalled because of problems with product quality or adverse reaction to the pharmaceuticals, the seller/bidder shall take steps to replace the products at their ultimate destination with a fresh batch of acceptable pharmaceuticals or withdraw and give a full refund to the consignee. The seller/bidder shall be responsible for the cost of recall.

25. **Inspection, Testing and Quality Control**

- All the batches of the drugs/medicines supplied shall be accompanied with in-house **Test Report** from the seller's own Quality Control Lab. The Test Report/Certificate of Analysis shall include:

1. Generic name of the product
2. Batch No.
3. Pharmacopoeia Reference and/ or In-house method
4. Batch quantity
5. Date of manufacture
6. Expiry date
7. Date of test
8. Description (clarity, color etc)
9. All identity, potency, purity, sterility, pyrogen and all other test required by the specified pharmacopoeia. The results and the limits for the individual tests should be given
10. Conclusion
11. Qualified Person's signature

The above-mentioned batch shall be manufactured in accordance with the applicable GMP regulations.

- Buyer will embark on stringent quality checks to ensure that drugs/medicines/goods meet required quality standards. The buyer reserves the right to carry necessary inspections/tests from NABL Accredited/Government Laboratory or any combination of or/ all following stages:

a) At Pre-Dispatch stage

b) At Delivery Stage: Inspection done once the drugs/medicines/goods reach at consignee location and before releasing to inventory.

c) Post Delivery Surveillance: The Drugs/Medicines/goods shall have the active ingredients and impurities as indicated in official compendiums or technical specifications throughout the shelf-life period of the drug. The surveillance may also be organized by the buyer post-delivery.

- The Buyer may engage the services of a Quality Control Agent & Quality Control Testing Laboratory for the purpose of Quality Control. The sampling quantities shall be borne by the supplier.

- The buyer's right to inspect, test and, where necessary reject the drugs/medicines/goods after their destination shall in no way be limited or waived by reason of the goods having previously been in dispatch from the place of manufacture.
- **Inspection Methodology:** At pre-dispatch and/or delivery stage, samples of supplies in each batch shall be collected and sent to designated laboratories (NABL Accredited/Government approved laboratories).

At post-delivery surveillance - The samples will be collected from the warehouse of buyer/or designated Quality Control Labs in respect of supplied drugs/medicines/goods at any point during the contract period.

Handling and testing charges will be borne by the buyer for the above purpose.

- In case of failure of batches during or at any stage (indicated above), the testing charges would be borne by the supplier.
- The supplies will be deemed to be completed only upon receipt of the quality certificates from the concerned State.
- **“Not of Standard Quality”** or spurious or adulterated or misbranded, such batch/ batches will be rejected.
- **At any of testing stage,** Samples which do not meet quality requirement shall render the relevant batch declared to be “Not of Standard Quality” or spurious or adulterated or misbranded, such batch/batches of drugs/medicines/goods and the cost of entire batch paid will be recovered from the supplier where the batch is found substandard.
- If any inspected or tested drugs/medicines/goods fails to conform to the specifications or fails in any of the tests, the supplier will be responsible to take back the rejected drugs/medicines/goods from the depots/colleges/hospitals and replace with fresh stock duly inspected and tested within 45 days from the date of intimation from the buyer. The buyer has the right to destroy such rejected drugs/medicines/goods if the supplier does not take back the rejected goods within stipulated time. The buyer will arrange to destroy the “NOT OF STANDARD QUALITY ITEMS” after the expiry of the stipulated time.

Action may also be initiated by the buyer for debarring/blacklisting against the supplier for suitable reasons. The concerned State will also be informed by the buyer for initiating necessary action on the supplier if the supplier is found to be forfeited without any intimation.

The decision of the buyer or any officer authorized by buyer, as to the quality of the supplied drugs/medicines/goods shall be final.

- In case any drug/medicine is found substandard either at any of testing stage or during the shelf life, the batch shall be rejected. The batch shall be re-tested by the approved laboratory shall be accepted by the supplier/seller. If the same is disputed by the supplier, the batch shall be sent to Central Drug Laboratory, Kolkata, and the report of CDL will only be accepted as final and the supplier shall bear the cost. The batch shall be submitted within three months, from the date of communication of the disputed test report to the buyer. The supplier shall approach the concerned Drug Control Authorities for getting the drugs/medicines tested, as per the guidelines issued by the Government of India, at their own cost.

The de-registration / debarment action will be taken by the buyer against the manufacturing unit if the supplier is found to be defective in category-A and category-B defects as per guidelines issued by the Ministry of Health & Family Welfare, Government of India, communicated to GeM.

- The supplier shall furnish evidence of the basis for shelf life and other stability data concerning the drugs/medicines/goods supplied by the buyer. In case of any complaint in the field, the B.M.R/ B.P.R for the particular batch of the product shall be submitted to the buyer. For New drugs/medicines, complete stability data of 6 months period shall be acceptable.
- The case of admixture of drugs will be treated as a violation of terms and conditions and will not be accepted.
- Statutory provisions on manufacture, distribution, storage and quality issues of drugs/medicines/goods are up to date is vested with the DCGI (CDSCO)/ MoH& FW, including its Central/ Zonal/ Regional Drug Control Authorities. The power of confiscation, sealing or prosecution with relation to drugs/medicines under the said Act is also vested with the DCGI (CDSCO)/ MoH& FW.
- In accordance with the provisions of Sec 22 & 31 of the Drugs and Cosmetic Act, 1940, as amended, the Controller/ Drug Inspector may exercise their powers as an Inspecting Agency.

26. **Deduction, Blacklisting, and other penalties on account of Quality failure**

The suitable conditions may be added by the buyer in the bid through Additional Term & Conditions (ATC).

27. **Quality Test by Statutory Authorities:**

If any batch of any product(s) supplied by the supplier is declared “NOT OF STANDARD QUALITY”, by any authority, the supplier shall inform the same immediately to the buyer so that the use of the available stock of the product with all consignee/users will be retrieved.

28. **Termination for Default**

The buyer may without prejudice to any other remedy for breach of contract, by written notice of default terminate the contract in whole or in part. If the supplier fails to promptly replace any drug/medicine/goods rejected submitted for testing by the applicable Regulatory Authority in the country of manufacture due to unacceptable quality or reports of recall of the recall.

29. **Warranty**

- Supplies must fully comply in all respect with the Technical specifications and conditions laid down in the Pharmacopoeia standards.
- Each supply should be accompanied with a "Warranty Certificate" duly signed by the Bidder as under

"The Supplier/Seller hereby declares that the stores as detailed below sold to the buyer under the best workmanship and shall be strictly in accordance with the specifications and particulars mentioned. The stores would continue to conform to the description of and quality aforesaid for a period of the specified shelf life from the date of delivery of the said stores to the buyer, have overages within the limits and are not subject to recall by the applicable Regulatory Authority due to unacceptable quality. Notwithstanding the above, the fact that the said stores fail to conform to the description and quality and the decision of the buyer in that behalf is final and conclusive, the buyer will be entitled to reject the stores discovered not to conform to the said description and quality. Losses due to premature deterioration of potency will be made good and supplied by the firm at its own cost at consignee's site.

On such rejection, the stores will be at the seller's risk and all provisions herein contained relating to the supplier/Seller shall if so called upon to do so by the buyer in writing, replace the stores free of cost within forty five days or such further period as may be extended from time to time by the buyer at his cost. The supplier/seller after the stores or such portion of the stores thereof as is rejected by the buyer at the end of the period shall apply to the stores replaced from the date of the replacement thereof otherwise the liability shall as may arise by reason of the breach of the conditions. Nothing herein contained shall prejudice the contract or otherwise".

Sl. No. & Date	Nomenclature & Specification	Name & Address of Manufacturing Unit	Batch No.	DOM & DOE
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Signature name & designation

- If the supplier, having been notified, fails to replace within the period specified above, the buyer may, if necessary/deemed fit by the buyer, at the suppliers' risk and expense and without prejudice to the rights against the supplier under the contract.

30. **Packaging, Labelling and Marking Requirements**

Packaging, Labelling and Marking shall be as per the provisions contained in the Drugs and Cosmetics Act, 1930 as amended up-to-date, other particulars of packaging, labelling & marking, if any, prescribed by the buyer. The Additional Terms and Conditions (ATC) shall be complied with.

31. **Bar Coding**

All drugs/medicines supplied should incorporate GS1 barcodes standards at various packaging levels (primary, secondary and tertiary) and should encode the information within the barcodes as mentioned by the buyers in addition to other requirements. Details of bar-coding will be given by the buyer through Additional Terms and Conditions (ATC).

32. **Delivery Period**

- Minimum delivery period will be of 45 days from the date of issuing of the purchase order.
 - The supplier should maintain the recommended temperature of the drug/medicine (wherever indicated). If found that temperature has not been maintained, supply against the said order is liable to be rejected.
 - The items requiring special cold storage conditions shall be supplied with cold chain transporting from the manufacturing unit to the warehouses/consignee location.
33. Any specific requirements for the packaging, labelling, logograms, printing, artwork, bar coding or any other particulars shall be given by the buyer through Additional Terms and Conditions (ATC) in the bid will be applicable.
34. Any other Terms and Conditions which is not included or at variance with the conditions specified in the Standard Terms and Conditions (ATC) in the bid to ensure drugs/medicines are procured from authentic sources and of good quality. The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede Special Terms and Conditions (STC), which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid

6. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & Acceptance of the Item.

7. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload Buyer organizations policy along with bid. [Click here to view the file](#)

8. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 5% of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery or during the extended delivery period the additional time shall commence from the last date of extended delivery. (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration while exercising the option clause. Bidders must comply with these terms.

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority. The organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant policy.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category restriction.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached](#) procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms and conditions, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the buyer.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional technical specifications, needs more items along with the main item, the same must be added through bunching category based item BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, the same must be raised by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. The seller is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1947, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to apply until the new provisions are operationalised.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. are to be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall invite appropriate action in accordance with the contract and applicable law.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions of the GeM Portal.](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत सरकार का निर्णय है। इस निर्णय के तहत, भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर को भारत में भाग लेने के लिए तभी पात्र माना जाएगा जब वह बिड देने के लिए आवश्यक सभी दस्तावेजों को उपलब्ध करवाएगा। बिड में भाग लेते समय बिडर को यह ध्यान रखना चाहिए कि बिड के अंतर्गत आने वाले सभी कार्यों का अनुपालन करना अनिवार्य है। बिड के अंतर्गत आने वाले सभी कार्यों का अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is ready to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the law.

---धन्यवाद/Thank You---