

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-05-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-05-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Indo Tibetan Border Police (itbp)
Office Name/कार्यालय का नाम	Directorate General
क्रेता ईमेल/Buyer Email	procdte@itbp.gov.in
Total Quantity/कुल मात्रा	23075
Item Category/मद केटेगरी	Ayurvedic Classical Medicines - Avaleha and Pak (Q1)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	19 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	49 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Stage-wise Inspection
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Estimated Bid Value/अनुमानित बिड मूल्य	6178331
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	185350

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).

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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DIG (Procurement)

Directorate General, Central Armed Police Forces, Indo Tibetan Border Police (ITBP), Ministry of Home Affairs (Ashwani Kumar)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a

certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less 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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will 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 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

10. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date

and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

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

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. 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
- v. 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

Ayurvedic Classical Medicines - Avaleha And Pak (23075 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERAL FEATURES	Medicine name	Chyavan Prash
PACKAGING & LABELLING	Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)	1000 Grams
	Additional marking requirement on the label and other cartons	GOVT. SUPPLY, NOT FOR SALE

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Kaushik Ghosh	321001,SS BN, Saboli Camp, Village Saboli, PO Nathupura, District Sonipat, Haryana-321001	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			13845	01	30
			9230	91	120

Special terms and conditions-Version:4 effective from 14-03-2024 for category Ayurvedic Classical Medicines - Avaleha and Pak

1.

1. All Provision of Drugs & Cosmetic Act 1940 as amended till date and rules made there under and all rules and regulations issued by Ministry of AYUSH will always be applicable.
2. Only CPSEs/State PSUs/State Pharmacies/Co-operatives are allowed to upload their products for sale based on authorization letter of these manufacturers from State Ayush Department/National Ayush Mission at the time of vendor assessment process.
3. The sellers are allowed to register on GeM and exempted from the Vendor Assessment process based on the submitted copy of a valid Manufacturing Drug License for the medicine(s) certified by the issuing authority. Buyers must mandatorily ask for submitting the relevant valid drug license and other regulatory documents applicable with the bid. Buyers must also check and validate the details e.g., validity, authenticity/genuineness, name of the drug/medicine under procurement, the license issuing authority etc. at their end.
4. The purchase shall be made through Bidding/RA only irrespective of the value.
5. Manufacturer shall have a valid own manufacturing license issued by the competent drug licensing authority defined under the Drugs and Cosmetics Act 1940 and Rules made there under as amended till date. (If revalidation of drug license has been applied for, the buyer shall be informed accordingly and the copy of application to State Drug / Licensing authority must be submitted with a certificate that application for renewal was made within time frame as per Drug and Cosmetic Act as amended up to date and that has not been deleted by drug licensing authority.)
6. Loan license arrangement shall not be allowed under any circumstances.
7. Medicines must fully comply in all respect with the technical specifications and in accordance with the Pharmacopoeia standards wherever applicable.
8. Each batch of the medicines shall be got tested by the seller from the laboratories approved by State Drug controllers / run by State Government/NABL accredited lab/Government Approved Lab and shall be dispatched along with these test reports.
9. INSPECTION & QUALITY TESTING
 - a) Medicines shall continue to conform to the description and the quality during the shelf life from the date of delivery of the medicines to the buyer and notwithstanding the fact that the buyer may

have inspected and or approved the said medicines.

b) The buyer has the right to inspect, test and where necessary reject the medicines after arrival at the final destination shall in no way be limited or waived by reason of the medicines having previously been inspected, tested and passed by the buyer or his authorized representative prior to the medicines dispatch from the place of manufacture or arrival as the case may be.

c) If any inspected or tested medicines fail to conform to the specifications, the buyer may reject them and the seller will remove the rejected medicines at its own cost.

d) During the shelf-life period, the consignees shall be at liberty to draw samples and send it to laboratories approved by State Drugs controllers / run by State Government/NABL approved laboratories/ Government Approved Lab without any intimation to the seller. If found "Not of Standard Quality", (the decision of the buyer in this behalf will be final and conclusive), the buyer will be entitled to reject the said medicines of such portion thereof as may be discovered not conforming to the said description and quality upon testing. The seller shall have to replace the rejected batches (unused quantity) with fresh batches within 3 months or refund the cost of the rejected medicines to the buyer, if so, decided by him. In the event of replacement of rejected medicines by the seller, all the above mentioned provision shall apply to the new medicines replaced from the date of replacement thereof, otherwise the seller shall pay to the buyer such damages as may arise by the reasons of the breach of the conditions here in contained and the facts will be notified to the Drugs Controller of India/State Drug Controller for taking necessary action.

e) In case any medicines are found substandard either at the inspection stage or during the shelf life of the medicines, the report of the Government approved/NABL accredited laboratory shall be accepted by the seller. If the same is disputed by the seller giving the reasons, the sample will be sent to the designated appellate Lab (Pharmacopoeia commission for Indian medicine & Homeopathy) for the purpose and the report of the same will only be accepted as final and conclusive report. De-registration / debarment action will be taken against the seller according to the category-A and category-B defects as per guidelines issued by the Ministry of Health & Family Welfare.

f) The cost of post-delivery inspection and testing will be borne by the buyer. However, inspection & testing charges for the failed batches shall be borne by the seller.

g) In the event of the samples of medicines supplied fails in quality tests or found to be not as per specifications, the buyer will send second sample to the 2nd Govt. approved /NABL accredited lab. If the second sample fails, the batch will be rejected but if the second sample passes then third sample will be sent to the designated Appellate lab for the medicines and decision of the Appellate lab will be final.

h) In the event of the samples of medicine supplied finally fail in quality tests or found to be not as per specifications, the seller will have to replace the rejected batch with fresh stock duly inspected within 3 months. If not replaced, the buyer will be at liberty to purchase from other source and recovery to be made from the seller and action to blacklist the company/cancellation of the Drug license will also be initiated.

10. Warranty

Each supply shall be accompanied with a "Warranty Certificate" as specified below, duly signed by the Seller as under.

WARRANTY CERTIFICATE:

I/We, _____ (name of the seller), hereby declare that the medicines sold to the _____ (name of the buyer) under this supply order (No. of the supply order with date) are of the best quality (and workmanship) and strictly in accordance with specification and particulars mentioned and I/we hereby guarantee that the said medicines would continue to conform to the description and the quality for a period as specified in the Gazette of India No. 605, dated 20/10/2009 & 16-08-2016 from the date of delivery of the said medicines to the buyer and that notwithstanding the fact that the buyer may have inspected and or approved the said medicines, if during the aforesaid period, discovered not conforming to the description and quality aforesaid or have deteriorated (the decision of the buyer in this behalf will be final and conclusive), the buyer will be entitled to reject the said medicines of such portion thereof as may be discovered not conforming to the said description and quality. On such rejection, the medicines will be at the

seller's risk and all provisions herein contained relating to the rejection of medicines etc., shall apply. In the event of replacement of rejected medicines by the seller, the above-mentioned guarantee period shall as apply to the medicines replaced from the date of replacement thereof, otherwise the contractor shall pay to the buyer such damages as may arise by the reasons of the breach of the conditions here in contained. Nothing here in contained shall prejudice and other right of the buyer in that behalf under this supply order or otherwise.

(Signature name & designation and date with rubber stamp)

11. The classification of defects into different categories will as per guidelines issued by the Drugs Controller of India and action will be taken accordingly.
12. If the seller, having been notified, fails to replace rejected medicines with fresh medicines within 3 months, the buyer may proceed to take such remedial action as may be necessary at the seller's risk and expense and without prejudice to other rights which the buyer may have against the seller under the contract.
13. Loss or premature deterioration due to biological and other activities during the life potency of the medicines shall have to be made good by the seller free of cost or shall have to refund the cost of rejected medicine.
14. Recalls- If medicines must be recalled because of problems with medicines, the seller will be obliged to notify the buyer, providing full details about the reason leading to the recall, and shall take steps to replace the medicines in question at seller's own cost at the ultimate destination with a fresh batch of acceptable medicine or withdraw and give a full refund if the medicine has been taken off the market due to safety issues.
15. Maximum lead time will be 60 days from date of receipt of order and delivery will commence there after.
16. It is the responsibility of the seller to intimate Government e-Marketplace (GEM) about any quality complaints of the medicines reported by any buyer/consignee.
17. Order should be placed for the quantities in multiples of the primary packing.
18. The seller shall not be blacklisted / debarred / banned by any State Governments U.T. / Central Government/Corporations/Local Government Bodies in the preceding 3 years.
19. Seller shall not sell the product(s) for which the firm / company has been blacklisted/debarred/de-registered/banned by any State Government / Central Government / its Drug procurement agencies due to quality failure of the medicines.
20. During the period of contract if the firm / Company is blacklisted/debarred/deregistered/banned by any State Government / Central Government / its Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to buyer along with relevant authentic document by seller within one month.
21. Each supply of medicines shall be accompanied with batchwise quality analysis report from government approved /NABL accredited laboratory. This report shall contain specific tests for Identity, Purity, Quality and Strength of the ingredients used in the medicine as per Ayurvedic Pharmacopoeia in case of Ayurvedic medicines and Unani Pharmacopoeia in case of Unani medicines.
22. Packing and Marking
 - a) All containers meant for packing is required to be secured with pilfer proof seal to ensure genuineness of the product packed. With each consignment the seller should give an undertaking that material used is of food grade / HDPE material if supplied in plastic bottle.
 - b) For secondary packing, material is required to be corrugated boxes having "A" grade paper i.e. Virgin, and packed in first-hand boxes only, with suitable flute, joint, stitching, flap, tape. The box should be of 5 ply with bursting strength of 9Kg / cm²
 - c) Weight/volume of the medicines to be mentioned on the inner packing. Weight & other technical requirements shall adhere to as per the pharmacopoeia standard applicable i.e. A.F.I. in case of Ayurveda and N.F.U.M. in case of Unani medicines.
23. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC & GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure drugs/medicines are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede specific Special Terms and Conditions (STC) which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

5. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

6. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less 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.

7. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NABL accredited Labs

Post Receipt Inspection at consignee site before acceptance of stores:
Random samples shall be drawn by BoO from each lot of supply and sent to NABL lab for lab test.

8. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

10. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

11. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

12. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

13. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

DIG (Proc)

payable at

State Bank of India, New Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

(A) E.M.D. - The bid security may be submitted in the form of [Insurance Surety Bonds] Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee [including e-Bank Guarantee] from any of the Commercial Banks or online payment.

(B) Supply Schedule :-

(i) Contractor shall supply contracted item phase-wise as mentioned in uploaded ATC within 30 days on receipt of supply schedule from consignee i.e. Commandant, SS Bn, ITBP.

(ii) DP for 30 days will be refixed on receipt of performance security from contractor.

(C) Factory Inspection - Not Applicable

(D) Licence :-FPO/FSSAI licence of OEM/Manufacturer is required for all Bidders including Resellers.

(E) The firms will submit the tender sample (Qty-06 (six) samples of 01 Kg each) and Lab Test Charges (Rs. 2,183/- in Demand Draft in favour of Commandant, SS Bn, ITBP) in the Procurement Branch, Dte. Genl. ITB P, Block No. 2, CGO Complex, Lodhi Road, New Delhi-110003 on or before the date of opening the tender.

15. Buyer Added Bid Specific ATC

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM 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 by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
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 categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
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.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder 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 registered with the Competent Authority. While participating in bid, Bidder has 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 laws./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 के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---