

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2025 17:30:00
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 Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Air Force
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	tango.sherra@gov.in
Total Quantity/कुल मात्रा	26000
Item Category/मद केटेगरी	Amiodarone Tablets (V2) (Q2) , Diltiaze
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	1 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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bi Authorization Certificate,OEM Annual Tu ATC),Compliance of BoQ specification ai *In case any bidder is seeking exemption supporting documents to prove his eligibility evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Primary product category	Amiodarone Tablets (V2)
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमति समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	INR 86650
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption shall upload supporting documents to prove his eligibility for exemption.
- If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the "OEM Average Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM or its "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption shall upload supporting documents to prove his eligibility for exemption.
- If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the experience criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload supporting documents to prove his eligibility for exemption.
- If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the experience 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 exempted from the experience criteria of "Bidder Turnover" as well as also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload supporting documents to prove his eligibility for exemption.
- Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered shall have regularly manufactured and supplied same or similar Category Products to any Central / State Govt Orgs indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance reports shall be uploaded along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the cat

should meet this criterion.

6. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified A certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period st constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed final taken into account for this criteria.

7. 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.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted pi 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 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 ir the category related to primary product having highest bid value should meet this criterion.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The d each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category
Schedule 1	25000	Amiodarone Tablets (v2)
Schedule 2	1650	Amiodarone Tablets (v2)
Schedule 3	60000	Diltiazem Tablet

Amiodarone Tablets (V2) (5000 tablet(s))

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के
PRODUCT INFORMATION	Medicine Name	Amiodarone
	Dosage Form	Tablet
	Strength	200 mg
	Compliance to uploaded Special Terms and Conditions	Yes
PACKAGING	Type of primary packing	Strip, Blister

Specification	Specification Name/विशेषि का नाम	Bid Requirement/बिड के
	Primary pack size (Number of tablets per strip/blister)	10
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
	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	24, 36 Or higher (month)

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

S.No./क्र.सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity
1	*****	*****KANPUR CITY	5000

Amiodarone Tablets (V2) (1000 tablet(s))

Technical Specifications/तकनीकी विशेषियाँ

* जेम केटेगरी विशेषि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशेषि का नाम	Bid Requirement/बिड के
PRODUCT INFORMATION	Medicine Name	Amiodarone
	Dosage Form	Tablet
	Strength	100 mg
	Compliance to uploaded Special Terms and Conditions	Yes
PACKAGING	Type of primary packing	Blister
	Primary pack size (Number of tablets per strip/blister)	10
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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के
	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	24, 36 Or higher (month)

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

S.No./क्र.सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity
1	*****	*****KANPUR CITY	1000

Diltiazem Tablet (20000 tablet(s))

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के
PRODUCT INFORMATION	Medicine Name	Diltiazem
	Dosage Form	Tablet
	Strength	60 mg
	Compliance to uploaded Special Terms and Conditions	Yes
PACKAGING	Type of primary packing	Blister
	Primary pack size (Number of tablets per strip/blister)	10
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
	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	24, 36 Or higher (month)

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

S.No./क्र.सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity
1	*****	*****KANPUR CITY	20000

Special terms and conditions-Version:1 effective from 06-07-2023 for category Amiodarone Tablets (V2

1. The sellers are registered on GeM and exempted from the Vendor Assessment process based on the manufacturing Drug License certified by the issuing authority. Buyers must mandatorily ask for regulatory documents applicable with the bid. Buyers must also check and validate the details e.g., valid 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 (so may be verified by the buyer at their end).

UNDERTAKING

(to be on non-judicial stamp paper of Rs 10 and notarized)

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 authorized _____ (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 made there under as amended till date.
4. We further state that the details regarding the Product/licenses have been uploaded by us on the SUGAM portal as per 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 undertake that if any false information/declaration is provided by us, suitable legal action/action as per Drugs and Cosmetic Act, 1940 and Rules made 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 also be applicable notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare, 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 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 as per Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date. The Drug/medicine quoted should be clearly mentioned in the bid.

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 to operate in compliance with all relevant laws and regulations and are properly licensed to sell the product. Manufacturer shall be responsible for verifying the validity and authenticity of drug license held by them.

If revalidation of drug license has been applied for, the buyer shall be informed accordingly and the copy must be submitted with a certificate that application for renewal was made within time frame as per DR 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 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 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 DR for the last two consecutive years for the drug/medicine quoted to the buyer at the time of bid submission. The drug/medicine highlighted.

This would not apply to drugs, which were introduced in India less than 2 years ago. A certificate from the concerned DR is required 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 will be allowed to submit only one bid for all units but necessary document regarding separate manufacturing unit by 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 Central / State Drug Controller / FDA under the Drugs and Cosmetics 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 DR for the product.
13. STP (Standard Testing Procedure) along with the required reference standards for non-Pharmacopoeia drugs shall be submitted to the buyer 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 the quoted product for at least 3 batches whenever required by the buyer. For New drugs/medicines, complete stability data (If manufacturer has licensed a formula from another company and such licensed formula is used for the product, then such licensed formula 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 or 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 or State Government's Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to 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 pending in any court of India by any department of Govt. under prevention of Corruption Act or for any other 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 only).

They will comply with all the statutes &legislation regarding manufacturing, import, sale, and supply of drugs and cosmetics viz., The Drugs and Cosmetics Act, 1940, The Drugs and Cosmetics Rules, 1945 (as amended), The Drugs (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 per guidelines issued by the Central/State Drug 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 the seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State DR.
21. Guidelines of Department of Pharmaceuticals applicable as nodal ministry for implementing the provisions of DR (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 before 31026/1/2019-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 i the drug/medicine 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 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 pharmaceutical buyer, providing full details about the reason leading to the recall, and shall take steps to replace the product with a fresh batch of acceptable pharmaceuticals or withdraw and give a full refund if the product has been taken off the market due to safety problems.

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

- All the batches of the drugs/medicines supplied shall be accompanied with in-house **Test Report** or 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 pharmaceutical 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 requirements. Buyer reserves the right to carry necessary inspections/tests from NABL Accredited/Government 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/inventory.

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

- The Buyer may engage the services of a Quality Control Agent & Quality Control Testing Laboratory/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 arrival at destination shall in no way be limited or waived by reason of the goods having previously been in transit or dispatched 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 delivery.

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 buyer.
- The supplies will be deemed to be completed only upon receipt of the quality certificates from the supplier.

"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 will be rejected. The cost of entire batch paid will be recovered from the supplier who supplied the batch.
- If any inspected or tested drugs/medicines/goods fails to conform to the specifications or fails in any manner, the supplier will be responsible to take back the rejected drugs/medicines/goods from the depots/consignees.

fresh stock duly inspected and tested within 45 days from the date of intimation from the buyer buyer has the right to destroy such rejected drugs/medicines/goods if the supplier does not take stipulated time. The buyer will arrange to destroy the "NOT OF STANDARD QUALITY ITEMS" after

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

The decision of the buyer or any officer authorized by buyer, as to the quality of the supplied dr

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

The de-registration / debarment action will be taken by the buyer against the manufacturing unit category-A and category-B defects as per guidelines issued by the Ministry of Health & Family Welfare communicated to GeM.

- The supplier shall furnish evidence of the basis for shelf life and other stability data concerning the buyer. In case of any complaint in the field, the B.M.R/ B.P.R for the particular batch of the product. 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 up to date is vested with the DCGI (CDSCO)/ MoH& FW, including its Central/ Zonal/ Regional Drug Control Authorities. Confiscation, sealing or prosecution with relation to drugs/medicines under the said Act is also within their jurisdiction.
- 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 whole or in part. If the supplier fails to promptly replace any drug/medicine/goods rejected submitted to the applicable Regulatory Authority in the country of manufacture due to unacceptable quality or reports 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 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 up to 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 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 in 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 charge within forty five days or such further period as may be extended from time to time by the buyer at his option. The supplier/seller after the stores or such portion of the stores thereof as is rejected by the buyer at his option period shall apply to the stores replaced from the date of the replacement thereof otherwise the

as may arise by reason of the breach of the conditions. Nothing herein contained shall prejudice this contract or otherwise".

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

- If the supplier, having been notified, fails to replace within the period specified above, the buyer may be necessary/deemed fit by the buyer, at the suppliers' risk and expense and without prejudice 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 amended up-to-date, other particulars of packaging, labelling & marking, if any, prescribed by the buyer. Conditions (ATC) shall be complied with.

31. **Bar Coding**

All drugs/medicines supplied should incorporate GS1 barcodes standards at various packaging levels (p 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

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 manufacturing unit to the warehouses/consignee location.
33. Any specific requirements for the packaging, labelling, logograms, printing, artwork, bar coding or any other requirement will be as per the provisions contained in the Drugs and Cosmetics Act, 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 STC, Additional Terms and Conditions (ATC) in the bid to ensure drugs/medicines are procured from authentic quality. The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede 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**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, All Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished

3. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50% of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of 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 by exercising the option clause. Bidders must comply with these terms.

4. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screensh

5. Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum two or more years life
Shelf Life. On the date of supply, minimum five sixth shelf life remaining as on date of SO usable shelf life should be available / balance.

6. Buyer Added Bid Specific ATC

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

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TWO TO THREE YEARS OF SHELF LIFE AS PER DRUG CONTROLLER GENERAL OF INDIA AS CDSCO FIFTH SIXTH SHELF LIFE REMAINING AS ON DATE OF PLACEMENT OF SUPPLY ORDER AND RECEIPT OF UNDERTAKING TO REPLACE THE MEDICINES THREE MONTHS BEFORE SHELF LIFE IF UNCONSUMED COLD CHAIN AS REQUIRED FOR THE MEDICINE AS PER DRUG CONTROLLER GENERAL OF INDIA AND C

8. Certificates

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

9. Inspection

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated facilities available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated facilities will be borne by the bidder.

Disclaimer/अस्वीकरण

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 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 Order / Office Memorandum issued.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category inclusion.

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 template 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 terms and conditions 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 same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a 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 are mandated to ensure compliance with all the applicable laws / Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Gratuity Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract under GeM Contract.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अनुसार 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 share 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 wo 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 वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार

---Thank You/धन्यवाद---