

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	22-10-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-10-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (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	Central Medical Services Society (cmss)
कार्यालय का नाम/Office Name	Central Medical Services Society
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :manishbhaskar@cmss.gov.in Buyer Email id: agmproc6@cmss.gov.in
कुल मात्रा/Total Quantity	105000000
वस्तु श्रेणी /Item Category	Ivermectin Tablet (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	52 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	52 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of evaluation
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Partial Turn over value - 52 (in lakh)
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Partial Turn over value - 52 (in lakh)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder's Authorization Certificate,OEM Annual Turnover Certificate (ATC),Additional Doc 2 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance certificate *In case any bidder is seeking exemption from the above documents, he/she must submit supporting documents to prove his eligibility for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में 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	1

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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन / Past Performance	40 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ Primary product category	Ivermectin Tablet
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	Item wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	263592
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	65898

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for good: exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

(d).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the

लाभार्थी /Beneficiary :

DG AND CEO

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	70:30

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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall "Bidder 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 from Turnover shall upload supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" subject to meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload supporting documents to prove his eligibility for Relaxation.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March or above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant period Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the data is more than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be considered.

4. 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 indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates should be uploaded 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.

5. 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 Audited Balance Sheet from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. If the 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 the Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Ministry. A minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the preference, it should upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the product is manufactured, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or Chartered Accountant for companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I suppliers as per 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible 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 Procurement Policy for Micro and Small Enterprises Order, 2012 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated and approved by Buyer after evaluation of documents submitted.

7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having been validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises Order, 2012 and its subsequent Orders/Notifications issued by concerned Ministry. In respect of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of the provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and its subsequent Orders/Notifications issued by concerned Ministry. Products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence should be uploaded with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on the evidence. In case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be eligible for purchase preference. The buyers are advised to refer the [OM No.1 4](#) Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement Policy for Micro and Small Enterprises Order, 2012 and its subsequent Orders/Notifications issued by concerned Ministry. 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 the purpose of determining the impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted price. Buyer will decide the impact on bid participation 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 product 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
07-10-2026 12:00:00	CMSS (HQ)

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

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

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category
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Schedule 1	Ivermectin Tablet
Schedule 2	Ivermectin Tablet

Ivermectin Tablet (84000000 tablet(s))

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 80% and 50% Local Content 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत
PRODUCT INFORMATION	Strength	3 mg

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quar
1	Anurodh Singh	110021,Second Floor , Viswa Yuvak Kendra , Chanakyapuri New Delhi -110021	84000000

Ivermectin Tablet (21000000 tablet(s))

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 80% and 50% Local Content 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत
PRODUCT INFORMATION	Strength	12 mg, 3 mg

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quar

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quar
1	Anurodh Singh	110021,Second Floor , Viswa Yuvak Kendra , Chanakyapuri New Delhi -110021	21000000

Special terms and conditions-Version:1 effective from 15-05-2025 for category Ivermectin Tablet

1. The sellers are registered on GeM and exempted from the Vendor Assessment process based on the un Manufacturing Drug License certified by the issuing authority. Buyers must mandatorily ask for submit 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 un 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 a notifications issued by *Central Drugs Standard Control Organization (CDSCO)*, Ministry of Health & Fam 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 a 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 auti 1940 and Rules made there under as amended till date. The Drug/medicine quoted should be clearly m License. The valid own manufacturing license shall be submitted to the buyer at the time of bid submis

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

Manufacturer shall be responsible for verifying the validity and authenticity of drug license held by thei

If revalidation of drug license has been applied for, the buyer shall be informed accordingly and the cop 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 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 shall be allowed to submit only one bid for all units but necessary document regarding separate manufacturing units. 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 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 (USP, BP, IP) 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 along with licensing agreement. (If manufacturer has licensed a formula from another company and such licensed formula is used for the product, the stability data 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, the bidder/seller should not have been blacklisted / debarred / de-registered/banned due to quality failure, such bidder/seller or their Partner should 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 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 criminal offence or 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 00/-) in the following format.

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 Drugs (Price 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 the order of the 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 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 Drugs (Price Control) Act, 1950 (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.
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 pharmaceutical product, the bidder/seller shall be responsible for the recall and shall bear the cost of the recall.

buyer, providing full details about the reason leading to the recall, and shall take steps to replace the product at its ultimate destination 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** from the supplier'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. 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 approved laboratory or 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 as indicated in official compendiums or technical specifications throughout the shelf-life period of the drug. 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 inspection and testing. 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 delivery to the destination shall in no way be limited or waived by reason of the goods having previously been inspected and tested at 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 shelf-life 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 supplier.
- If a batch is declared "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/ batches will be rejected and the cost of the entire batch shall be recovered from the supplier.
- **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 when the batch is rejected.
- 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/consignee location 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 the 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 quality of the supplied drugs/medicines/goods is found to be substandard.

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

Signature name & designation

- 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 / 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 (primary and secondary) 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 requirements shall be specified in the 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 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 specific terms and conditions, 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. **Buyer Added Bid Specific ATC**

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

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The bid is published on GeM Portal. Accordingly, bidders are requested to submit their bid online on GeM Portal. The terms and conditions stipulated in this bid document and the terms of and conditions of GeM portal, the clauses of this tender shall prevail.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer disclaims any liability for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising from the modification of technical specifications and / or terms and conditions governing the bid. All representations and warranties shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer, the same shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith if the bidder fails to comply with the terms and conditions of the bid.

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ bids are specifically approved by the Buyer).

product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Sing
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension p
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted with requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specific Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional to buyer needs more items along with the main item, the same must be added through bunching category base bunching a 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 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; 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, Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to apply.

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 strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement. In case of any dispute, the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the Service Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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 भाग लेने वाले देशों के बिडर को 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 जानने व इसका 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 registered and undertakes 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---
