बिड संख्या/Bid Number: GEM/2026/B/7906526

दिनांक /Dated: 18-08-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-09-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-09-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Employees State Insurance Corporation (esic)
कार्यालय का नाम/Office Name	Esi Hospital Sector 15 Rohini Delhi 110089
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ms-rohinidelhi@esic.gov.in Buyer Email id: dr.jn.rao@esic.gov.in
कुल मात्रा/Total Quantity	5200
वस्तु श्रेणी /Item Category	Ayurvedic Classical Medicines (Kvatha) (Q1) , Ayurvedic Classical Medicines - Choorna (Q1) , Ayurvedic Classical Medicines - Taila (Q1) , Ayurvedic Classical Medicines - Ghrita (Q1)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2.5 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	20 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Ayurvedic Classical Medicines (Kvatha)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	17600

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
MEDICAL SUPERINTENDENT
payable at
(Esic Hospital Rohini)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele 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 : DPIIT Order(as amended and applicable time to 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. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {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 and delivery acceptance certificates like CRAC 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.
3. 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.
4. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 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 (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.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.
6. 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.
7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

8. 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

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	**प्री-बिड स्थान/Pre-Bid Venue**
28-08-2026 11:00:00	DMS ROOM 2ND FLOOR ADMIN BLOCK ESIC HOSPITAL ROHINI NEW DELHI 89

Ayurvedic Classical Medicines (Kvatha) (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	**विशिष्टि का नाम /Specification Name**	**बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)**
GENERAL FEATURES	**Medicine name**	Dashmool Kvatha
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	100 Grams

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	45

Ayurvedic Classical Medicines (Kvatha) (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Rasnairandadi Kvatha
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	100 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	45

Ayurvedic Classical Medicines (Kvatha) (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Panchavalkala Kvatha
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	100 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	45

Ayurvedic Classical Medicines (Kvatha) (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Phalatrikadi Kvatha
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	100 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	30

Ayurvedic Classical Medicines - Choorna (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Triphala Choorna
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	50 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	45

Ayurvedic Classical Medicines - Choorna (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Ajmodadi Choorna

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	50 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	45

Ayurvedic Classical Medicines - Choorna (400 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Amalaki Choorna
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	100 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	400	45

Ayurvedic Classical Medicines - Choorna (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Madhuyashti Choorna
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	25 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	45

Ayurvedic Classical Medicines - Taila (100 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Neelibhringyadi (Tila) Taila
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	450 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	100	45

Ayurvedic Classical Medicines - Taila (100 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Chandanabalakshadi Taila
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	450 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	100	45

Ayurvedic Classical Medicines - Taila (500 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Pinda Taila

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	50 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	500	45

Ayurvedic Classical Medicines - Taila (500 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Panchaguna Taila
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	50 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	500	45

Ayurvedic Classical Medicines - Taila (300 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Anu Taila
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	10 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	300	45

Ayurvedic Classical Medicines - Taila (100 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Kshirabala Taila (Ekapaki)
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	450 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	100	45

Ayurvedic Classical Medicines - Taila (400 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Maha Narayana Taila
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	50 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	400	45

Ayurvedic Classical Medicines - Taila (400 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Br. Saindhavadya Taila

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	50 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	400	45

Ayurvedic Classical Medicines - Taila (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Erand Taila (Murchhit)
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	50 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	45

Ayurvedic Classical Medicines - Taila (100 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Mahamasha Taila (Samisha)
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	450 ml

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	100	45

Ayurvedic Classical Medicines - Ghrita (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Mahatriphaladya Ghrita
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	100 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	45

Ayurvedic Classical Medicines - Ghrita (300 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Panchatiktaguggulu Ghrita
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	100 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	300	45

Ayurvedic Classical Medicines - Ghrita (200 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL FEATURES	**Medicine name**	Brahmi Ghrita

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	100 Grams

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dr. J. Narsing Rao	110089,ESIC Hospital and Dental Collage Sector 15 Rohini 110089	200	45

Special terms and conditions-Version:3 effective from 14-03-2024 for category Ayurvedic Classical Medicines (Kvatha)

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 Pharmacopeia in case of Ayurvedic medicines and Unani Pharmacopeia 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 Condistions (STC) which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

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

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 Pharmacopeia in case of Ayurvedic medicines and Unani Pharmacopeia 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 Condistions (STC) which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

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

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 Pharmacopeia in case of Ayurvedic medicines and Unani Pharmacopeia 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 Condistions (STC) which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

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

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 Pharmacopeia in case of Ayurvedic medicines and Unani Pharmacopeia 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 Condistions (STC) which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

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

1. **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 (Increased quantity ÷ Original quantity) × 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**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   ESIC HOSPITAL AND DENTAL COLLEGE
   ROHINI
   SECTOR-15
   NEW DELHI
   89
   .

3. **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.

4. **Generic**

   Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **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 %.

6. **Generic**

   Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

7. **Generic**

   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 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.

8. **Generic**

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

9. **Generic**

   Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

   3/4
   Shelf Life. On the date of supply, minimum
   1 YEAR
   usable shelf life should be available / balance.

10. **Scope of Supply**

    Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

11. **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.

12. **Turnover**

    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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

13. **OEM**

    IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

14. **Service & Support**

    Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

15. **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.

16. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

(i) Single order of at least 35% of estimated bid value; or
(ii) Two orders of at least 20% each of estimated bid value; or
(iii) Three orders of at least 15% each of estimated bid value.
Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

17. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ESIC FUND ACCOUNT NO 1
payable at
DELHI
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

18. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

MS ESIC HOSPITAL ROHINI NEW DELHI 89
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

19. **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

ESIC FUND ACCOUNT NO 1
payable at
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.

20. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

MS ESIC HOSPITAL ROHINI NEW DELHI 89
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in

favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

21. **Buyer Added Bid Specific ATC**

    Buyer Added text based ATC clauses

    BIDDER MUST SUBMITT ALL CERTIFCATES REQUIRED IN BID

    .

22. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-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 case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
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 specifications, EMD Detail, ePBG Detail and MII and MSE 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 against a service bid, the buyer shall place the 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 terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or 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 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

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. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take 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 specific to the Service, as 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 conditions stipulated in Service Level 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 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 कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---