बिड संख्या/Bid Number: GEM/2026/B/8014740

दिनांक /Dated: 09-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health And Family Welfare
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Dr. Ram Manohar Lohia Hospital, New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :addl-ms@rmlh.nic.in Buyer Email id: rai.akhil@rmlh.nic.in
कुल मात्रा/Total Quantity	2260
वस्तु श्रेणी /Item Category	Anti TB Drugs - Linezolid 600 mg Tablets (Q1)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	0.6 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	5 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	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

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),Compliance of BoQ specification and supporting document *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	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	132000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. 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.
7. 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.
8. **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.
9. 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.
10. 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.

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

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

Anti TB Drugs - Linezolid 600 Mg Tablets (2260 strip)

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)
PRODUCT INFORMATION	Drug name	Linezolid 600 mg Tablets

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Conformity to technical specifications including labeling, packaging, storage, logos etc	As per detailed technical specifications uploaded in GeM Portal
	Uploaded technical specification has been seen, read and understood	Yes
	Compliance to uploaded Technical Specifications	Yes
	Compliance to uploaded Special Terms and Conditions	Yes
	Scope of supply covers all components complete as per uploaded techhnical specifications	Yes
	Unit pack size	Strip of 10 Tablets
CERTIFICATIONS & REPORTS	Product approved from the statutory authority in its country of origin	Yes
	Availability of valid own drug manufacturing license for the product issued from the competent regulatory authority defined under Drugs & Cosmetics Act, 1940 & Rules there under as ammended till date	Yes
	Submission of all necessary certifications, licenses and test reports to the buyer	Yes
SHELF LIFE	Shelf life of the drug	As per uploaded Technical Specifications on GeM Portal

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	View

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
			मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
1	Manoj Kumar	110001,dr. ram manohar lohia hospital baba kharak singh marg new delhi	1130	1	45
			1130	91	240

Special terms and conditions-Version:1 effective from 14-10-2022 for category Anti TB Drugs - Linezolid 600 mg Tablets

1. **Special Terms and Conditions of Anti TB Drugs for NTEP**

    1. The sellers are registered on GeM and exempted from the Vendor Assessment process based on the undertaking & submitted copy of a valid Manufacturing Drug License 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 under procurement, the license issuing authority etc. at their end.
    2. The seller to be onboarded on GeM mandatorily submit the “Notarized Undertaking” in the mentioned below format (scanned copy and hard copy)

    UNDERTAKING

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

    I, _____, s/o / d/o / w/o _____, aged about _____resident of _____, do hereby declare and undertake that;

    1. I am the partner / proprietor / director of _____ *(name of entity)* and duly authorized to sign this undertaking on behalf of _____. *(name of entity)*

    2. We are the manufactures of the drug / medicine _____(“Product”) and intend to offer the same for sale through the GeM portal.

    3. We state that the license for the Product has been granted/obtained by us as per the provisions of the Drug & Cosmetics Act, 1940 and rules framed there under.

    4. We further state that the details regarding the Product/licenses have been uploaded by us on the online ‘SUGAM’ portal of CDSCO as per rule 84AB of the Drugs and Cosmetics Rules, 1945 as amended till date. Reference no. for SUGAM portal is_____.

    5. We undertake that all the information provided above is true and complete in all respect. We understand that in the event any false information/declaration is provided by us, suitable legal action/action as per Drugs and Cosmetics Act, 1940 as amended till date and rules

made there under will be initiated.

Place:

Date:

.....

Signature, Name, Designation & Seal

on behalf of the Manufacturer

3. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organisation* (*CDSCO*), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
4. The purchase shall be made through bidding/RA only irrespective of the value.
5. Supplies should be made directly by the bidder and not through any other Agency/Dealer/Distributor.
6. Drugs must fully comply in all respect with the uploaded Technical specifications and in accordance with the Pharmacopoeia standards wherever applicable
7. Bidder shall be a manufacturer of the product and having valid own manufacturing license in the indicated pharmacopeia (in technical specification) and Certificate of Pharmaceutical Product (COPP) as recommended by WHO in any of the pharmacopeia IP/BP/USP. The manufacturing license & COPP should be valid on the date of technical bid opening.
8. Third party manufacturers/Loan Licensee / Distributors / Agents / Contract Manufacturers / Importers are not eligible to participate in the bid or quote for the drugs.
9. The bidder should furnish the Manufacturing License valid on bid opening for each item quoted been duly renewed up to date and the items quoted shall be clearly highlighted in the license. Original documents should be produced for verification when demanded. If the drug is in Indian Pharmacopoeia (IP), then the manufacturing license has to be submitted in IP only.
10. The bidder should have at least two years of manufacturing and marketing experience of the particular drug as a manufacturer for each regulated product quoted in the bid. However, this would not apply to regulated products which have been licensed by DCG(I) less than two years ago. DCG(I) permission shall be required for all new regulated products to this effect.
11. The bidder should submit the Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each item quoted for the last 2 years to the buyer.
12. The bidder should submit the Capacity certificate issued by the licensing authority to the buyer.
13. The bidder should have Non-Conviction Certificate issued by the FDA/ Drugs Controller of the State certifying that the firm/company has not been convicted and the products quoted have not been cancelled during last two years.
14. The bidder should have valid Certificate of Pharmaceutical Product (COPP) as recommended by WHO in any pharmacopeia IP/BP/USP and a valid WHO-GMP.
15. The bidder should have Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life.
16. All goods must be of fresh manufacturing and must bear the dates of manufacturing and expiry. The bidder further warrants that all goods supplied will have, at least 5/6th of the minimum shelf life must remain at the time of delivery to the consignee. The supplier will provide manufacturer’s stability test data substantiating the claimed shelf life in the offered package.
17. Bid should not be submitted by the firm/company for the product(s) for which the firm/company has been blacklisted/debarred/deregistered/banned by any State Government / Central Government /CMSS/ its Drug procurement agencies due to quality failure of the drugs or if the Firm/Company is debarred as a whole by any of these agencies.
18. During the period of contract if the firm / Company is blacklisted/debarred/deregistered/banned by any State Government / Central Government /CMSS/its Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to buyer along with relevant authentic document by supplier within one month.
19. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
20. The bidder should quote at least for 50% of the bid quantity of the items quoted and the bidder shall have an annual production capacity not less than one and half times the quantity quoted for each schedule.
21. Generally speaking the draft art work should be given in technical specifications however, in those

cases where draft artwork not given in bid specifications, the vendor must need to coordinate with respective programme division of ministry to freeze (get approval) for the art work. No extension would be given on this pretext.

22. A Certificate of Analysis from manufacturer's own Quality Control Lab covering each batch delivered is to be submitted along with supplies. The Certificate of Analysis shall include:
    - Generic name of the product
    - Batch No.
    - Pharmacopoeia Reference and/ or In-house method
    - Batch quantity
    - Date of manufacture
    - Expiry date
    - Date of test
    - Description (clarity, color etc)
    - All identity, potency, purity, sterility, pyrogen and all other test required by the specified pharmacopoeia and/or In-house method. Both the actual results and the limits for the individual tests should be given
    - Conclusion
    - Qualified Person’s signatures.

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

23. **Quality Control and Post Delivery Surveillance**

23.1 Quality Control is an essential part of the drug procurement, and it is the responsibility of the supplier to ensure quality assurance as per specifications/bid document. The products should conform to the standards as specified in attached specifications of the bid document.

23.2 The bidder/ supplier understand that the bid item/items is/are critical health goods, and the quality parameters of supplied goods are to be ensured during complete specified shelf life as indicated in technical specification/bid document/ official compendium. Bidder/Supplier also appreciate that failure in quality checks is serious default as it may derail entire programme and can also risk the life of users of supplied health goods.

23.3 The buyer will embark on stringent quality checks to ensure that drugs/goods meet required standards throughout specified shelf life. The buyer reserves the right to carry necessary inspections/tests at any of, or any combination of or/ all of following stages:

a. **At Pre-Dispatch stage.**
b. **At Delivery Stage**: inspection done once the goods reach at consignee location and before taking over supplied goods in inventory.
c. **Post Delivery Surveillance**: The drugs/goods shall have the active ingredients and all other parameters at the prescribed level as indicated in official compendiums or technical specifications throughout the shelf-life period of the drug/goods. Quality Monitoring Activities may also be organized by buyer post-delivery.

23.4 The buyer may engage the services of a Quality Control Agent & Quality Control Testing Laboratories for the purpose of Inspection & Quality Control. The sampling quantities shall be borne by the supplier.

23.5 Inspection Methodology: At pre-dispatch and/or delivery stage, samples of supplies in each batch will be chosen for testing. The samples will be collected and sent to designated laboratories (Government/NABL Accredited Drug Testing Laboratories) for testing as decided by the buyer. Handling and testing charges will be borne by buyer.

At post-delivery surveillance: The samples will be collected from the warehouse of buyer/or final consignee in States/UTs and sent to designated Quality Control Labs in respect of supplied drugs at any point during specified shelf life as per decision of buyer.

In case of failure of batches during or at any stage (indicated at 23.3), the testing charges shall be borne by the defaulting vendor.

23.6 The supplies will be deemed to be completed only upon receipt of the quality certificates from the designated testing laboratories.

23.7 At any of testing stage, samples which do not meet quality requirement shall render the relevant batches liable to be rejected. If the sample is declared to be “Not of Standard Quality” or spurious or adulterated or misbranded, such batch/ batches will be deemed to be rejected goods and the cost of entire batch paid will be recovered from the supplier whether consumed fully/ partially. Besides action may also be initiated for debarring/blacklisting against supplier for suitable period.

23.8 In the event of the samples of Drugs/goods supplied fails in quality tests or found to be not as per specifications at any of testing stages, depending upon the type, nature and seriousness of failure, consequences resulting from such default, availability of alternate sources, the buyer is at liberty to either:

i. Ask the supplier to replace entire quantity of the relevant batches, in addition to imposition of penalty @ 25% of batch supply cost or
ii. To make alternative purchase of the items from other approved suppliers or in the open market or from any other bidder who might have quoted higher rates, at the risk and the cost of the supplier.
iii. In addition to (i) or (ii) above, action to debar/blacklist the supplier for suitable period, as decided by the buyer may also be initiated. In addition, forfeiture of PSD.
iv. In addition, the FDA/ Drugs Control Authority of concerned State will be informed for initiating necessary action on the bidder in their state. Security deposit will also be forfeited without any intimation.
v. The decision of the buyer or any officer authorised by the buyer, as to the quality of the supplied drug shall be final and binding.

23.9 In the event of replacement of rejected drugs/goods by the supplier, all the above-mentioned provisions shall apply to the new drugs/goods replaced from the date of replacement thereof, otherwise the supplier 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.

23.10 If the product is non-Pharmacopeial then the supplier must provide the in house test method along with the required reference standards if asked for by the buyer.

23.11 The Master Formula of the products shall be provided whenever asked for by the buyer.

24. If the samples do not conform to bid specifications, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the supplier within a period of 30 days of the receipt of the letter from the buyer. Such stock shall be taken back at the expense of the supplier. The buyer has the right to destroy such “NOT OF STANDARD QUALITY ITEMS” if the supplier does not take back the goods within the stipulated time. The buyer will arrange to destroy the “NOT OF STANDARD QUALITY ITEMS” after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 0.5% per week on the value of the items rejected till such time stipulated.
25. **WARRANTY**
    - The supplier shall warrant that goods/items to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications. Supplier shall warrant that goods supplied will meet and maintain the technical specification throughout specified shelf life. The supplier shall be responsible for any defects that may develop under proper storage/ use, arising because of improper quality of API, Excipients in packaging material etc. manufacturing /packaging details from faulty materials, manufacturing or workmanship or otherwise and shall remedy such defects at his own cost when called upon to do so by the buyer who shall state in writing in what respect stores is faulty.
    - The portion of clause 23.8 (i) to (v) would also apply in case the goods/items supplied doesn’t match to shelf life.
    - Replacement under warranty clause shall be made by the supplier within 60 days period, free of all charges at site including freight, insurance and other incidental charges.
    - If any defect is not remedied within a reasonable time, the buyer may proceed to procure such defective quantities at the supplier’s risk and cost from open market, but without prejudice to many other rights which the buyer may have against the contract in respect of such defects.
26. Loss or premature deterioration due to biological and other activities during the life potency of the

drug shall have to be made good by the supplier free of cost or shall have to refund the cost of rejected drug.

27. **Packing**
    i. The drugs shall be supplied strictly in the packaging specified in the uploaded Technical specifications.
    ii. The Weight, Volume & Dimensions of shipping cartons & intermediate packaging carton may be mentioned.
    iii. The packaging shall be of a sturdy quality to provide adequate protection of the product for carriage to final destination, PAN INDIA including remote locations under adverse climate and storage conditions and high humidity. Used cartons should never be used.
    iv. Products with specific temperature requirements will be packed, stored and delivered in appropriate conditions.
    v. The packaging unit should be strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport and resistant to puncturing.
    vi. The supplier to ensure that the material is of good quality and is free from development of fungus/termites. In case fungus/termites develop within 15 days of delivery at specified locations, suppliers at their own cost would lift the entire batch from various locations and supply fresh replaced batches. For LD purposes the date of receipt of replaced batches would count.

28. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure drugs 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 STC which shall supersede General Terms and Conditions (“GTC”), whenever there are any conflicting provisions.

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

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

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

5. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% 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.

6. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Supply should be marked 'Hospital supply not for sale'

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7. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

8. **Certificates**

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

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---