बिड संख्या/Bid Number: GEM/2026/B/8182276
दिनांक /Dated: 21-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 12:00:00
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	All India Institute Of Medical Sciences (aiims)
कार्यालय का नाम/Office Name	Aiims, New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :shyamal.barua@aiims.gov.in Buyer Email id: aditya@aiims.gov.in
कुल मात्रा/Total Quantity	2500
वस्तु श्रेणी /Item Category	Petroleum Jelly for Cosmetic Industry (V2) as per IS 4887 (Q3)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes | Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 4 (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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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
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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a).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.

लाभार्थी /Beneficiary :

director aiims
Aiims, New Delhi, Department of Health and Family Welfare, All India Institute of Medical Sciences (AIIMS), Ministry of Health and Family Welfare
(Aiims Main Grant)

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

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 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.
3. 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.

4. **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.

5. 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

Petroleum Jelly For Cosmetic Industry (V2) As Per IS 4887 (2500 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 25% 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)
Packing	**Packing Size**	500.0 **(milliliter)**

Additional Specification Parameters - Petroleum Jelly For Cosmetic Industry (V2) As Per IS 4887 (2500 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Sample	Kindly submit 05 Nos. of samples of the quoted item to Crystalloids Store of Main Hospital Store, AIIMS, New Delhi 110029 before bid opening date. In case sample is not submitted, the offer shall be out rightly rejected.
Specification	Petroleum Jelly should be as per IS 4887 with pack Size 500 ml. The certificate for the same must be submitted
Remarks	The bid will be considered on the basis of user feedback
Remarks 1	Specification mentioned in the Additional Specification Parameters will prevail

* Bidders offering must also comply with the additional specification parameters mentioned above.

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	Aditya Tyagi	110029,AIIMS, New Delhi, Ansari Nagar	2500	45

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**

   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

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

The bids not complying with the terms and conditions given in this document in addition to the terms and conditions of bid document will not be accepted and liable to be rejected summarily.

1. The bidder shall furnish along with its bid, Bid Security for amount as shown in the Bid document.
2. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
3. Bid Security is required to protect the purchaser’s right against the risk of the Bidder’s conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs

or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

4. In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

5. In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

6. The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document.

7. Note: No any chance will be provided to the bidders for submission of shortfalls/deficit documents. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

8. Pharmacopoeia' specifications i.e. IP/BP/USP should be clearly mentioned against each drug/ item/constituent of the drug/ item quoted as per the provisions of Drug/ item and Cosmetics Act, 1945.

9. The Director or his nominee reserves the right for inspection of the pharmaceutical firms participating in the tenders, by officers appointed by the Director. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies on the basis of rate-contract and to ensure that good manufacturing practices are being followed by the manufacturer. The decision of the Director shall be final in this regard.

10. The Purchaser reserves the right to give the price preference to small-scale sectors etc./ central public sector undertakings/ Make in India as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.

11. The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of Contract , without incurring any liability, whatsoever to the affected bidder(s).

12. Subject to the above, the Contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser.

13. Failure of the successful bidder in providing Performance Security shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser including debarring the bidder and manufacturer for 2 years from participating in the future tenders/ bids of AIIMS, New Delhi.

14. **The bidder will submit the samples (05 units) in original packing, duly labeled (Printed) and sealed having date of manufacturing, date of Expiry,**

manufactured by with batch No. to Crystalloid Store, Main Hospital Stor e, AIIMS New Delhi -110029 within the bid submission end date. If the b idder fails to submit the sample within given time, the bid will be summ arily rejected and no correspondence will be entertained in this regard.

15. In the event of any failure /default of the supplier with or without any quantifiable loss to the government, the amount of the Performance Security is liable to be for feited equivalent to the amount of Supply Order. The needful will be done to cove r any failure/default of the supplier with or without any quantifiable loss to the Go vernment.

16. The purchaser has contractual right to inspect, test and, if necessary, reject the goods to confirm their conformity to the Contract specifications and other quality control details incorporated in the Contract.

17. If during such inspections and tests the contracted goods fail to conform to the r equired specifications and standards, the purchaser may reject them and the sup plier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser for conducting the inspections and tests again. No payment shall be made for rejected material and In case rejected good s are not removed, these will be disposed off in a manner as deemed fit by the au thorities at the risk and responsibility of the suppliers without any further notice.

18. Regular and random testing of drug/ items will be under taken by AIIMS from any NABL accredited /Govt. approved laboratories/ In-house Lab at the time of supply and at any time during the shelf life or whenever any defect is noticed.

19. The Director AIIMS shall be at liberty to undertake regular and random testing of the drug/ items supplied by the pharmaceutical firm/ bidder at regular interval to maintain and ensure the quality of drug/ items.

20. The report of the NABL accredited/Govt. approved laboratory shall be accepted b y the pharmaceutical firm. In case the same is disputed by the pharmaceutical fir m, the report of the approved Central Drug/ item Testing Laboratory as approved by CDSCO (Appellate Authority) only will be accepted as final. However, the sam e should be submitted within 15 days, from the date of communication of the dis puted test report to the pharmaceutical firm. For this, the pharmaceutical firm sh ould approach the concerned Drug/ item Control Authorities for getting the drug/ i tems tested, as per procedure.

21. If any drug/ item sample fails the test or is found to be of substandard quality, a ction as below will be initiated:

    (a) If any store/stores supplied against the contract are found to be not of standar d quality as per specifications on analysis and/or on inspection by competent a uthority, the Institute will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been con sumed. The institute shall not be liable to make any payments in lieu of inferior items.

    (b) If the firm fails to make fresh supplies within 07 days in lieu of substand ard quality of drug/ item/ item, it is liable to be debarred for two years in respe ct of all the items in the rate-contract of this Institute and EMD/Performance se curity shall be forfeited.

    (c) If the product is found to be not of standard quality, the cost of testing done b

y the Institute will be recovered from the supplier.

(d) In case, the supplies are found to be of inferior quality on three occasions, the firm shall be liable for debarment for subsequent tender of Drug/ items and EMD/Performance security shall be forfeited.

(e) A copy of the test report will be sent to the DCGI/ GeM/ Ministry of MSME/ Any other controlling authority for necessary action at their end.

(f) If any drug/ items supplied against the Contract are found to be not of standard quality on inspection by Competent Authority, the firm will be liable to replace the entire quantity within 15 days otherwise risk purchase will be charged from the company and the cost of testing will be recovered from the supplier.

22. Goods accepted by the purchaser/consignee in inspection in terms of the Contract/Purchase Orders shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient.

23. Quality Control:

I. The stores offered should comply with the provisions of the Drug and Cosmetics Act, 1940 and the Rules made there under as and Drug/ item Price Control order.
II. While quoting against items with ISI Mark, it should be ensured that ISI code number is indicated on quotation and at the time of making the supplies, the pharmaceutical firm should ensure that the items supplied has ISI Mark as well as Code Number, as is the statutory requirement of the Bureau of Indian Standards. The attested copy of the valid ISI Marking license issued by Bureau of Indian Standards should be enclosed along with the quotation.

24. 100% payment would be made on receipt of goods in good condition and acceptance, upon the submission of the following documents:

i) Original copies of supplier's invoice showing Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount;
ii) "Final Consignee Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

25. Any dues or payments that have arisen to the Institution from the supplier for which no specific time-limit has been laid down in the terms & conditions, shall be payable by the supplier within such time limit as may be prescribed in the various letters/orders addressed to the contractors. On failure to do so the supplier shall be liable to be debarred for not paying dues or payment etc. to the hospital for a period as decided by the Director or his nominee.

26. Conditions of advance payments or payment against delivery shall not be accepted.

27. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods shall render the supplier liable to any or all of the following sanctions:

i) Imposition of liquidated damages,

ii) Forfeiture of its Performance Security and

iii) Termination of the Contract/Purchase Orders for default.

iv) Further actions by the Purchaser including debarring the bidder and manufacturer for 2 years from participating in the future tenders/ bids of AIIMS, N

ew Delhi.

28. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the fo llowing conditions:

    i) The Purchaser shall recover from the supplier, Liquidated Damages on the go ods, which the Supplier has failed to deliver within the delivery period stipulat ed in the Purchase Order.

    ii) That no increase in price on account of any ground, whatsoever, including any stipulation in the Contract for increase in price on any other ground and, also i ncluding statutory increase in or fresh imposition of GST levied in respect of t he goods specified in the Purchase Order, which takes place after the date of delivery stipulated in the Purchase Order shall be admissible on such of the s aid goods as are delivered and performed after the date of the delivery stipul ated in the Purchase Order.

    iii) But nevertheless, the Purchaser shall be entitled to the benefit of any decreas e in price on account of reduction in GST which takes place after the expiry of the date of delivery stipulated in the Purchase Order.

29. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods witho ut obtaining an extension, it would be doing so at its own risk and no claim for pa yment for such supply and / or any other expense related to such supply shall lie against the purchaser.

30. Supply time: Timing 2.00 P.M to 4.00 P.M (from Monday to Friday) & 11.00 A.M to 12.00 Noon (on Saturday).

31. Before making the supply, approved contract holder should ensure that all labels of cartons, ampoules, vials, bottles, jars, tubes etc. should be embossed, imprinte d, stamped with letters, other requirements like “AIIMS SUPPLY NOT FOR SALE” s tamp with permanent ink on each item/strip up to primary level. The supply Chall an should be accompanied by test report from NABL accredited lab/Govt. Approv ed Lab. While delivering the supplies, the firm will ensure that quantities are as p er challan, quality of material is as per Contract specifications etc. All the items w hich are stamped with “AIIMS SUPPLY NOT FOR SALE” mark, including rejected st ores, cannot be sold to the public by the bidder.

32. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the dat e of expiry marked on the labels.

33. If the supplied item is not utilized before expiry date the supplier should undertak e to replace with fresh stock of items as and when required.

34. MARKING: Each packing shall be marked with nomenclature of the drug/ item an d shall be labeled in accordance with the requirement of the Drug and Cosmetics Act, 1940 and the rules made there under.

35. Loose supplies / damaged packing / tampered or damaged labeled supplies shall not be accepted under any circumstances.

36. Large volume parenteral to be quoted and supplied only in glass/plastic bottles /

poly packs conforming to I.P. /BP/USP/ Drug/ item & Cosmetic Act, 1940.

37. It should be ensured that only first use packaging material of uniform size includi ng bottles and vials, is used for making supplies on the basis of rate-contract.

38. All primary packing containers should be strictly conforming to the specification i ncluded in the relevant pharmacopoeia.

39. Packing should be able to prevent damage or deterioration during transit.

40. All containers i.e. bottles, cartons, tubes etc. are required to be secure with pilfer age-proof seals to ensure genuineness of the products packed and the correctnes s of the contents.MRP should not be written/embossed/should be defaced with in delible ink on any labels otherwise it will disqualified for that supply.

41. The supply offered should comply with the provisions of the Drug and Cosmetics Act, 1940 and the Rules made there under as amended up to date and Drug/ ite m Price Control order.

42. If the supplier fails to deliver any or all of the goods within the time frame(s) inco rporated in the Purchase Order, the Purchaser shall, without prejudice to other rig hts and remedies available to the Purchaser under the Contract, deduct from the Purchase Order, as liquidated damages, a sum equivalent to 0.5% per week of de lay or part thereof on delayed supply of goods, until actual delivery or performan ce subject to a maximum of 10% of the Purchase Order price.

43. If supplier fails to execute the supply order three times during the period of Contr act, it shall be debarred for the next three years with effect from the last failure a nd forfeiting of Performance Security for that drug/ item.

44. In case of default institute will have the right to procure the ordered item from op en market /another party at the risk and expenses of the supplier under risk purc hase clause.

45. The approved contract holders should supply all their ordered items within DOD p eriod as per supply order terms and these terms should be strictly adhered to. In case they fail to supply the item within DOD period, the reminder letter would not be issued in any circumstances and penalty will be imposed. The item would be a rranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be rec overed from the pending dues of the firm. In the eventuality of such instances bei ng repeated, administrative action shall be initiated as per AIIMS procedure which may lead to debarring of the firm for subsequent tenders (up to 2 years).

46. It is hereby also informed that in case any administrative action (imposing of liqui dated damages, warning letter, risk purchase, short supply etc.) is taken by the A IIMS during the contract period against any approved vendor, it would be reflecte d during finalization of the next Contract as “Past performance” of that firm.

47. The Director or his nominee reserves the right to invite at his sole discretion, sep arate quotations to effect purchase outside this contract in the event of any urge nt demand arising in hospital, where no stock is held or otherwise.

48. The Purchaser without prejudice to any other contractual rights and remedies av ailable to it the Purchaser, may, by written notice of default sent to the supplier, t erminate the Contract and/or Purchase Order in whole or in part, if the supplier fai ls to deliver any or all of the goods or fails to perform any other contractual obliga

tion(s) within the time period specified in the Purchase Order, or within any extension thereof granted by the Purchaser. The Performance Security in such cases will be forfeited equivalent to the amount of Purchase Order.

49. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Contract/Purchase Orders at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

50. The Purchaser reserves the right to terminate the Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 30 days at any time during the currency of the Contract.

51. In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the Contract/Purchase Orders, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the Contract/Purchase Orders subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

52. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract/Purchase Orders has been issued, i.e., New Delhi, India.

53. Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., New Delhi, India.

54. Whenever any claim for payment arises under the Contract/Purchase Orders against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other Contract/Purchase Orders made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

55. It is an agreed term of the Contract/Purchase Orders that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the Contract/Purchase Orders is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

56. The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items covered by the supply-order in good condition at the specified destination and for this purpose, freight, insurance, octroi etc., if any will have to be borne by the supplier. The consignee will, as soon as possible, but not later than 07 days of the date of arrival of stores at destination, notify the supplier/ bidder, of any loss or damage to the stores that may have occurred in the transit.

57. Short- life items (which have a life-period of eighteen months or less), should not have passed 5/6th of their total shelf life at the time of supply.

58. In respect of items not covered by clause (58) above, stores should not be older than one year from the date of manufacturing at the time of supply.

59. For all those drug/ items, which are required to be stored under controlled tempe

rature / cold chain, have to be supplied under controlled temperature/cold chain.

60. If the supplied item is not utilized before expiry date the supplier should undertak e to replace with fresh stock of items as and when required.

61. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the dat e of expiry marked on the labels.

62. For Drug/ items having shelf life of Two years or less: As on the date of delivery, Drug/ items should not be older than one fourth (1/4) of its shelf life from the dat e of manufacture.

63. For Drug/ items having shelf life more than Two years: As on the date of delivery, Drug/ items should not be older than one sixth (1/6) of its shelf life from the date of manufacture.

64. However, the consignee may relax this criteria in case of exigencies with reasons duly recorded and shall be responsible for use of that stores within its given shel f life, with a suitable undertaking from the supplier, the terms of which shall be d ecided by the consignee as per the requirement of the stores and usage pattern. The Consignee should ensure that there should not be any loss to the Corporation .

65. The supply offered should comply with the provisions of the Drug and Cosmetics Act, 1940 and the Rules made there under as amended up to date and Drug/ ite m Price Control order.

66. While making quotations against re-packing and chemical items, it must be ensu red that ISI code number is indicated on quotation and at the time of making the supplies, the firm should ensure that the item supplied has ISI mark as well as co de number, as is the statutory requirement of the Bureau of Indian Standards. Th e attested copy of the valid ISI marking license issued by Bureau of Indian Standa rds should be enclosed along with quotation.

67. List of Pre-Qualification Documents which are essential to be submitted failing w hich the bid will summarily be rejected and no further communication will be ent ertained in this regard.

68. The bidder must submit the Price Fall Clause Undertaking.

69. Zero Tolerance Policy on Substandard Goods:- To enforce Zero Tolerance Policy, a penalty of Rs. 5,00,000/- or 25% of contract value, whichever is lower shall be im posed in addition to other penalties in case where supplies are found to be defect ive, substandard or reported deviation from the approved sample/specifications.

–

.

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---