बिड संख्या/Bid Number: GEM/2025/B/6458744

दिनांक /Dated: 19-07-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-07-2025 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-07-2025 13:30:00
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	Esic Model Hospital Beltola Guwahati
कुल मात्रा/Total Quantity	7800
वस्तु श्रेणी /Item Category	Ayurvedic Classical Medicines - Vati and Gutika (Q1) , Ayurvedic Classical Medicines - Arishta (Q1) , Ayurvedic Classical Medicines (Asava) (Q1) , Ayurvedic Classical Medicines - Rasa (Q1) , Ayurvedic Classical Medicines - Taila (Q1) , Ayurvedic Classical Medicines - Guggulu (Q1) , Ayurvedic Classical Medicines - Avaleha and Pak (Q1) , Ayurvedic Classical Medicines - Lauha (Q1)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	8 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,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?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Ayurvedic Classical Medicines - Vati and Gutika
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(%)	5.00

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 securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Medical Superintendent
ESIC Model Hospital Beltola Guwahati, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment
(Medical Superintendent)

UIN Number NCTGC2415P

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

1. 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.
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.

5. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. 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. 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. 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. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Ayurvedic Classical Medicines - Vati And Gutika (800 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**	Chandraprabha Vati
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	5 Grams, 10 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	800	365

Ayurvedic Classical Medicines - Arishta (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**	Ashokarishta
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	200 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	500	365

Ayurvedic Classical Medicines (Asava) (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**	Kanakasava
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	200 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	300	365

Ayurvedic Classical Medicines - Rasa (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**	Swaskuthara Rasa
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	5 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	200	365

Ayurvedic Classical Medicines - Rasa (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**	Tribhuvankirti Rasa
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	5 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	400	365

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**	Bhringaraj 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	500	367

Ayurvedic Classical Medicines - Guggulu (1400 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**	Kaishore Guggulu
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	20 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	1400	180

Ayurvedic Classical Medicines - Guggulu (800 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**	Gokshuradi Guggulu

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)**	20 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	800	180

Ayurvedic Classical Medicines - Rasa (800 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**	Shirashuladri Vajra Rasa
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	5 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	800	365

Ayurvedic Classical Medicines - Avaleha And Pak (900 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**	Chyavan Prash
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	100 Grams, 180 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	900	365

Ayurvedic Classical Medicines - Lauha (1200 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**	Dhatri Lauha
PACKAGING & LABELLING	**Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)**	10 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	Mayuri Rabha Roy	781022,ESIC Model Hospital Beltola Jayanagar	1200	365

Special terms and conditions-Version:3 effective from 14-03-2024 for category Ayurvedic Classical Medicines - Vati and Gutika

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 - Arishta

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 (Asava)

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 - Rasa

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:3 effective from 14-03-2024 for category Ayurvedic Classical Medicines - Guggulu

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 - Avaleha and Pak

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:3 effective from 14-03-2024 for category Ayurvedic Classical Medicines - Lauha

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. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1. Medicines should be supplied as per ordered quantity. Order shall be placed as per current requirement only.

2. ESIC cannot guarantee minimum order quantity.

3. Delivery time is Monday to Friday 9 AM to 3.30 PM and Saturday 9 AM to 12.30 PM, excluding ESIC holid ay s. Whereas, the item may be delivered at any time during exigency/ urgency.

4. All other GeM T & C will be applied including late delivery penalty of 0.5 % per week & maximum 10 %.

5. Drugs should not be older than one fourth (1/4) of its total shelf life in case of total shelf life is two years or less and one sixth (1/6) of total shelf life in case of total shelf life is more than two years. All import ted drugs should have 50 % of shelf life from the date of manufacture at the time of supply.

6 Poor quality product will not be accepted & need to be taken back by the firm.

7. The supplied items should be quality tested. The testing report should be submitted along with the item , without which the item shall not be accepted and considered as non-supply.

8 ESIC has the right to do the drug quality testing routinely and if in case any supplied item(s) is/are found t o be not of standard quality, the whole supplied batch has to be replaced by the supplier within15 workin g days otherwise risk purchase will be charged.

9. Cold chain protocol must be maintained at all levels during transport & delivery wherever applicable

10. The validity of the contract may be extended for another one year or so till the quantities are consume d subject to satisfactory performance.

11. e-PBG of 5 % of total contract value should be submitted by the successful bidder before award of cont ract

12. Valid Trade license and drug license should be submitted.

13. Experience should be of 3 financial year on or before March, 2025 & turn over should be for last 3 fina ncial years before March, 2025

14. For claiming exemption for experience & turnover, MSME should be of relevant category only if there is exemption option.

15. Before creating Auto CRAC / Incident, firm must contact buyer through email for payment issue etc if t here is reasonable delay after acceptance of verified items.

16.Bidder has to submit this declaration on their letterhead : we confirm that an y unconsumed stock will be replaced with longer-expiry stock free of charge if not consumed within its shelf life irrespective of the s helf life of the supplied stock

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3. **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

ESI Acount Fund No.1
payable at
Guwahati
. 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.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---