



## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण					
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-11-2024 11:00:00				
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-11-2024 11:30:00				
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)				
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines				
Department Name/विभाग का नाम	Materials				
Organisation Name/संगठन का नाम	National Aluminium Company Limited, Bhubaneswar				
Office Name/कार्यालय का नाम	Materials				
Total Quantity/कुल मात्रा	4000				
ltem Category/मद केटेगरी	LEVODROPROPZINE BP 30MG & CHLOROPHENIRAMINE MALEATE IP 2MG				
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	LEVODROPROPZINE BP 30MG & CHLOROPHENIRAMINE MALEATE IP 2MG				
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Enalapril Tablet				
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Enalapril Tablet				
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	Νο				
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	Νο				
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate, Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation b the buyer				
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes				
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No				

Bid Details/बिड विवरण				
Type of Bid/बिड का प्रकार	Two Packet Bid			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days			
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	No			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
Arbitration Clause	No			
Mediation Clause	No			

### EMD Detail/ईएमडी विवरण

Required/आवश्यकता N	No

### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

No

### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Νο
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता Yes

1. 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.

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2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

## LEVODROPROPZINE BP 30MG & CHLOROPHENIRAMINE MALEATE IP 2MG (4000 bottles

## Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में )	
1 Mitesh Kumar Wagji	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
		2000	1	30
		1000	181	360
			1000	361

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

## 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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 4. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- Bidders are requested to go through the Scope of Supply or Technical Specification attached as " Buyer sp ecification document" and submit their offer in Format-T1 attached therein on firm's letterhead or sta mped, signed by firm's competent authority and upload in GeM as Compliance of BoQ Specification. Non-s ubmission of the same is liable for technical rejection of the offer.
- 2. Bidders are advised to go through the "**Buyer Uploaded ATC document**" and submit all the document s (Annexures) on firm's letterhead or stamped, signed by firm's competent authority and upload in GeM al ongwith the offer. Non-submission of the same is liable for techno-commercial rejection of the offer.
- 3. All the **commercial terms and conditions** will be strictly as per GeM portal without any deviations. Bid ders should submit bid only if Buyer added Bid specific Additional Terms & Conditions (ATC) read with GEM General Terms & Conditions (GTC) are acceptable. Any other commercial term mentioned by the bidder as an attachment shall be ignored
- 4. **Price Basis:** Prices on GeM portal are inclusive of all cost components i.e. GST, packing and forwarding charges, freight charges, transit insurance etc. Accordingly, the bidders must quote price in GEM portal on F.O.R., NALCO HOSPITAL, ANGUL basis/ free delivery at NALCO HOSPITAL, ANGUL basis inclusive of packin g and forwarding charges, freight charges, GST, transit insurance etc. Any deviation to above conditions m entioned in the offer shall be ignored or the offer shall be rejected.
- 5. **Price Firmness:** All prices quoted must remain firm and fixed till complete execution of the order (i.e. 18 months from the date of GeM Contract/ Purchase Order) without any escalation/price variation terms exce pt for statutory variation in taxes and duties during contractual delivery/completion period. Any increase i n taxes and duties after expiry of the delivery/completion period shall be to supplier's account. However, i n case of any price decrease during the same period as applicable to govt./public sector hospitals, it will be applicable, and you will intimate accordingly for issue of necessary amendment by NALCO.
- 6. **Payment Terms**: 100% payment shall be released within 10 days after receipt and acceptance of mater ial at site (CRAC) and submission of Invoice, subject to reflection of the party's invoice/credit or debit note i n GSTR 2A/ANX-2 (GST NEW RETURN) of NALCO.
- 7. Anti-profiteering clause (SEC171 OF CGST ACT): If any new tax/taxes is introduced on sale of goods /services, either in lieu of existing tax/taxes or as separate tax/taxes, then the overall incidence of tax/taxe s on the vendor on account of its inputs and outputs wherever less than the incidence of existing taxes, th en the vendor shall pass on to owner, the benefits thereof by way of commensurate reduction in the basic price w.r.t input tax benefits and reduction in tax chargeable to 'NALCO' w.r.t output tax benefits in conne ction with goods and/or services provided.

If on the other hand, the incidence of tax/taxes is in excess of the incidence of existing tax/taxes, the owne r on submission of satisfactory proof, shall reimburse the vendor the additional incidence of tax provided t hey are within the contractual completion date.

The vendor must provide a declaration (as per attached format in ANNEXURE-III of ATC Upload) along with t he tender that they will abide by the requirements under cl 171 of CGST ACT, 2017.

### 8. Income Tax / Billing Clauses:

#### 1. Under Income Tax Clauses

(A)For supply Contracts / Purchase Orders / Supply portion of LSTK

NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021) hav ing total sales. gross receipts, or turnover from business above Rupees Ten Crores during the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribes rate of 0.1% on the purchas e value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial yea r.

Accordingly, Vendors/Sellers are not to collect tax at source under section 206C(1H) of the Act w.e.f. 01.07 .2021, in case provisions of section are applicable to them.

The above is as per the current status and is subject to modification(s) based on amendments/notifications under Income Tax Act, 1961, from time to time.

(B)For Other Contracts / Orders

Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.

### 2. Under Income Tax / Billing Clauses

Vendor / Party categorized/designated as "specified person" under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors/Contractor s are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years f or which due date for filing of ITR has expired, along with the Invoice/Bill so as to facilitate NALCO, verify th e applicability of Section 206AB.

9. Considering standardized nature of requirement offers from M/S. DR. REDDY'S LABORATORIES PVT. LTD., M/S. MACLEODS PHARMACEUTICALS PVT. LTD. and/or their duly authorised distributors/ dealers are accep table. In case distributors/dealers are participating in this bid, they need to submit valid dealership certific ate or authorisation certificate from aforesaid principal vendors, else the offer shall be rejected. The deale rship certificate or **OEM authorisation certificate** should be **tender specific mentioning** the **GEM BI D no**./NIT Reference of this GEM BID and same should be duly signed and stamped by competent official of aforesaid principal vendors with name, designation and contact details.

If any new vendor other than the above contacts us against the tender, they shall be considered for future development action by our technical department.

- 10. In case authorised resellers i.e. distributors/dealers are awarded with the contract, the manufacturers/OEM s should stand guarantee for the genuineness and quality of the medicines to be supplied through the auth orised dealers. A **Guarantee certificate** from the manufacturer in this regard is to be submitted alongwi th the supply.
- 11. **Delivery**: The items should be supplied in three lots as per the following schedule:

i. PHASE-I : Qty. 2000 within 1 to 30days

ii. PHASE-II : Qty. 1000 within 181 days to 360days

iii. PHASE-III: Qty. 1000 within 361 days to 540 days

- 12. **Shelf life** : The supplied medicines should have latest batch i.e. within 3 to 6 months from the date of ma nufacturing and minimum expiry date should be 18 months from the date of supply / minimum shelf life p eriod should be 70% from the date of supply.
- 13. **Return & Replacement of near expiry medicines**: In case of non-consumption of stock, the same sho uld be replaced free of cost with fresh stock with intimation from NALCO before two months in advance fro m expiry date.
- 14. **Packing and Labelling :** proper packing shall be given by you for the quoted material to avoid any dam age during transportation. "**NALCO HOSPITAL SUPPLY ONLY**" to be inscribed(STAMPED) on all packs an d bottles.
- 15. **Inspection :** Final inspection and acceptance shall be done at NALCO HOSPITAL and the result shall be final and shall be binding on the supplier on whom order is placed.
- 16. **MRP**: In the event of order and while supplying against the said order, the bill/invoice must indicate MRP on the date of supply against each batch. You must confirm to this effect in your offer.
- 17. Bidders must ensure to indicate the name, mobile no., phone no., e-mail id of your contact person in the o nline offer for future correspondence.
- 18. In case of successful award of GeM Contract, the seller is advised to ensure submission of GeM invoice, ori ginal tax invoice, challan copy, lorry receipt and P&F receipt along with dispatch documents during supply of material failing which material will not be accepted by consignee at site.
- 19. **CONSIGNEE ADDRESS:** DGM (MEDICAL SERVICES), NALCO HOSPITAL, NALCO NAGAR, ANGUL -759145, ODISHA. GSTIN: 21AAACN7449M1Z9. Mob:9437158725.
- 20. Contact details for matters related to: -

#### Tender/BID:

(1) Mr. U.R. Mishra, G.M. (Materials)/

Email: <u>ushna.mishra@nalcoindia.co.in</u> / Mob: 9437193369.

(2) Mr. Sandip Sahoo, E.A. (Materials) /

Email: <u>eoffsmlt\_centralstore4@nalcoindia.co.in</u> / Mob. 9778133808.

**Receipt of Material & CRAC**: Dr. Mitesh Kumar Wagji, DGM (Medical Services), Email- <u>mitesh.wagji@nalcoindia.co.in</u>, Mob. - 9437158725.

### **Payment:**

(Seller's Name starting with English alphabet "A" to "L") Ms. Ustat Kaur, AM (Finance), Email- <u>ustat.kaur@nalcoindia.co.in</u>, Mob. – 9628462672. (Seller's Name starting with English alphabet "M" to "Z") Mr. Jnanendra Kumar Jena, DM(Finance), <u>Email-jnanendra.jena@nalcoindia.co.in</u>, Mob. - 9938400780.

#### 6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

## Disclaimer/अस्वीकरण

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 <u>attached categories</u>, 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.

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.

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

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./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 के बिडर से खरीद पर प्रतिबंध के संबंध 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 क करने पर अनुबंध को तत्काल समाप्त करने और कान्ट्रन के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

#### ---Thank You/धन्यवाद---