Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5610884
Dated/दिनांक : 14-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-11-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-11-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Karnataka
Department Name/विभाग का नाम	Health And Family Welfare Department Karnataka
Organisation Name/संगठन का नाम	Thaluka General Hospital
Office Name/कार्यालय का नाम	Turuvekere
Total Quantity/कुल मात्रा	3000
Item Category/मद केटेगरी	Ondansetron Injection (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

Bid Details/बिड विवरण	
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No

Ondansetron Injection (3000 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PACKAGING	**Primary pack size**	2 ml

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Naveen C R	572227,YT ROAD,OPP INDIAN PETROL BUNK TURUVEKERE	3000	45

Special terms and conditions-Version:1 effective from 23-03-2024 for category Ondansetron Injection

1. 1. The sellers are registered on GeM and exempted from the Vendor Assessment process based on the undertaking & submitted copy of a valid Manufacturing Drug License certified by the issuing authority. Buyers must mandatorily ask for submitting the relevant valid drug license and other regulatory documents applicable with the bid. Buyers must also check and validate the details e.g., validity, authenticity/genuineness, name of the drug/medicine under procurement, the license issuing authority etc. at their end.
   2. The Buyer shall ask the seller to submit the “Notarized Undertaking” in the mentioned below format (scanned copy and hard copy). Details of the same may be verified by the buyer at their end.

UNDERTAKING

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

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

1. I am the partner / proprietor / director of _____ *(name of entity)* and duly authorized to sign this undertaking on behalf of _____. *(Name of entity)*
2. We are the manufacturers of the drug/medicine _____(“Product”) and intend to offer the same for sale through the GeM portal.
3. We state that the license for the Product has been granted/obtained by us as per the provisions of the Drug & Cosmetics Act, 1940 and rules framed there under as amended till date.
4. We further state that the details regarding the Product/licenses have been uploaded by us on the online ‘SUGAM’ portal of CDSCO as per rule 84AB of the Drugs and Cosmetics Rules, 1945 as amended till date. Reference no. for SUGAM portal is_____.
5. We undertake that all the information provided above is true and complete in all respect. We understand that in the event any false information/declaration is provided by us, suitable legal action/action as per Drugs and Cosmetics Act, 1940 as amended till date and rules made there under will be initiated.

Place:

Date:

.....

Signature, Name, Designation & Seal

on behalf of the Manufacturer

3. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organization* (*CDSCO*), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
4. All provisions of Narcotic Drugs & Psychotropic Substances Act, 1985 as amended till date will also be applicable in case of Narcotic Drugs & Psychotropic Substances.
5. The purchase shall be made through Bidding/RA only irrespective of the value.
6. 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. The Drug/medicine quoted should be clearly marked and highlighted in Drug Manufacturing License. The valid own manufacturing license shall be submitted to the buyer at the time of bid submission/delivery as per buyer requirement.

In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their authorized resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products.

Manufacturer shall be responsible for verifying the validity and authenticity of drug license held by their authorized resellers/distributors.

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.

7. Bidder/Seller shall submit the valid GMP/WHO-GMP Certificate of the manufacturing site as per revised Schedule-'M' for the quoted drugs/medicines issued by the Concerned Drug Licensing Authority to the buyer at the time of bid submission.
8. Bidder/Seller shall submit a valid **non-Conviction** certificate for last two (2) consecutive years issued by the Concerned Drug Licensing authority to the buyer at the time of bid submission. The certificate must have been issued within 12 months from the date of technical opening of the bid.
9. Bidder/Seller shall submit **Manufacturing & Market Standing certificate** (in India) issued by the concerned drug licensing authority for at least latest 2 consecutive years for the drug/medicine quoted to the buyer at the time of bid submission. The drug/medicine quoted should be clearly marked and highlighted.

   This would not apply to drugs, which were introduced in India less than 2 years ago. A certificate from the Drug Controller General (India) shall be required for all new drug formulations to this effect.

10. If a company/firm has two or more separate manufacturing units at different sites / States/region, which are not separate entities then the company will be allowed to submit only one bid for all units but necessary document regarding separate manufacturing units will be submitted to the buyer. However, one bidder will be allowed to submit only one offer for one product.
11. The manufacturer shall have in house testing facilities and valid Good Laboratory Practice (GLP Certificate) as per Schedule "L1" of the Drugs & Cosmetics Act and Rules made thereunder as amended up to date issued by Central / State Drug Controller / FDA for the quoted drugs/medicines (as applicable).
12. Bidder/Seller shall have Maximum Production Capacity Certificate (section wise) issued by concerned drug licensing authority highlighting the quoted product.
13. STP (Standard Testing Procedure) along with the required reference standards for non-Pharmacopoeia drugs/medicines are required to be submitted by the bidder/seller at the time of submission of the bid.
14. The bidder/seller shall submit complete stability data (long term stability studies and accelerated stability studies) for all drugs/medicines in specified packing for at least 3 batches whenever required by the buyer. For New drugs/medicines, complete stability data of 6 months period shall be acceptable. (If manufacturer has licensed a formula from another company and such licensed formula is used for the product, then the stability data of the licensor should be submitted along with licensing agreement.)
15. The bidder/seller should have not been blacklisted/debarred/de-registered/banned for the quoted product by any State Government / Central Government / Central or State Government's Drug procurement agencies at the time of submission of bid. Further, quoted drugs / medicines have not been failed in house testing or testing by any State Government / Central Government / its Drug procurement agencies during last two years. If any bidder/seller has been blacklisted / debarred / de-registered/banned due to quality failure, such bidder/seller or their Partner / Director / Owner shall not be permitted to participate in the bid.
16. During the validity of the bid if the firm/Company is blacklisted/debarred/de-registered/banned by any State Government / Central Government/Central or State Government's Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to the buyer along with relevant authentic document by the bidder/seller firm/ company within one month.
17. During Contract period, if the supplier is debarred/deregistered /blacklisted/ banned by any Central Government or State Government or its procurement agencies due to quality failure, buyer may cancel the contract and go for fresh bid as per discretion of the buyer.

18. The firm/company/ corporation and any of its director/proprietors/ partners/ Authorized signatories should not be convicted/ or a criminal case filed against or pending in any court of India by any department of Govt. under prevention of Corruption Act or for cheating/ defrauding Government/ embezzlement of Government fund or any criminal conspiracy in the said matter at the time of submission of bid.
19. Bidder/seller should submit a notarized undertaking on an affidavit of Rs. 100/- (Rupees One Hundred only) duly attested by the Notary stating that:

    They will comply with all the statues &legislation regarding manufacturing, import, sale, and supply of drugs in India and in particular the following Acts/Enactments viz., The Drugs and Cosmetics Act, 1940, The Drugs and Cosmetics Rules, 1945 (as amended), The Legal Metrology Act, 2009, The Drugs (Control) Act, 1950, The Indian Statistical Institute Act, 1959, GST Act.

    To supply drugs of standard quality as prescribed under the provisions of Drug and Cosmetic Act, 1940 (as amended). The bidder shall also undertake not to supply items/drugs "not of standard", "Grossly sub-standard" and "Spurious and adulterated drugs" as per the latest guidelines issued by the Drug Controller of India from time to time.

20. The price offered by the seller/bidder shall not, in any case, exceed the DPCO/NPPA controlled price or price fixed by the State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
21. Guidelines of Department of Pharmaceuticals applicable as nodal ministry for implementing the provision of Public Procurement (Preference to Make in India) order (PPO) 2017-revision as amended to date, related to procurement of Goods & Services in Pharmaceutical Formulations, will be applicable.
22. **Fall Clause**: Provision of fall clause will not be applicable on the sale of drugs which have an expiry date as per Ministry of Chemical and Fertilizer OM No 31026/1/2019-Policy dated 12-9-2020.
23. **Shelf Life:** Shelf life of each quoted drugs/medicines shall be in accordance with Schedule P of Drugs and Cosmetics Rules, 1945 as amended up to date.

    In case pre-dispatch inspection is not applicable, the life of the drugs/medicines shall not have passed more than one sixth (1/6th) of the total shelf life of the drug/medicine at the time of delivery to the consignee.

    In case of pre-dispatch inspection, at the time when the stores are offered for inspection, the life of the drugs/medicines shall not have passed more than one sixth (1/6th) of the total shelf life of the drugs/medicines.

24. **Recalls**

    If products are recalled because of problems with product quality or adverse reaction to the pharmaceutical, the supplier will be obliged to notify the buyer, providing full details about the reason leading to the recall, and shall take steps to replace the product in question at suppliers own cost at the ultimate destination with a fresh batch of acceptable pharmaceuticals or withdraw and give a full refund of the unconsumed quantity if the product has been taken off the market due to safety problems.

25. **Inspection, Testing and Quality Control**
    - All the batches of the drugs/medicines supplied shall be accompanied with in-house **Test Report/Certificate of Analysis** from the manufacturer's own Quality Control Lab. The Test Report/Certificate of Analysis shall include:

    1. Generic name of the product
    2. Batch No.
    3. Pharmacopoeia Reference and/ or In-house method
    4. Batch quantity
    5. Date of manufacture
    6. Expiry date
    7. Date of test
    8. Description (clarity, color etc)
    9. All identity, potency, purity, sterility, pyrogen and all other test required by the specified pharmacopoeia and/or In-house method. Both the actual results and the limits for the individual tests should be given
    10. Conclusion
    11. Qualified Person's signature

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

regulations.

- Buyer will embark on stringent quality checks to ensure that drugs/medicines/goods meet required standards throughout specified shelf life. The buyer reserves the right to carry necessary inspections/tests from NABL Accredited/Government approved laboratories at any of, or any combination of or/ all following stages:

a) At Pre-Dispatch stage

b) At Delivery Stage: Inspection done once the drugs/medicines/goods reach at consignee location and before taking over supplied goods in inventory.

c) Post Delivery Surveillance: The Drugs/Medicines/goods shall have the active ingredients and all other parameters at the prescribed level as indicated in official compendiums or technical specifications throughout the shelf-life period of the drugs/medicines/ goods. Quality Monitoring Activities may also be organized by the buyer post-delivery.

- The Buyer may engage the services of a Quality Control Agent & Quality Control Testing Laboratories for the purpose of Inspection & Quality Control. The sampling quantities shall be borne by the supplier.
- The buyer's right to inspect, test and, where necessary reject the drugs/medicines/goods after the drugs/medicines/goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed prior to the goods dispatch from the place of manufacture.
- **Inspection Methodology**: At pre-dispatch and/or delivery stage, samples of supplies in each batch will be chosen for testing. The samples will be collected and sent to designated laboratories (NABL Accredited/Government approved laboratories) for testing as decided by the buyer.

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

  Handling and testing charges will be borne by the buyer for the above purpose.

- In case of failure of batches during or at any stage (indicated above), the testing charges would be claimed for the defaulting vendor.
- The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories.

  "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/ batches will be deemed to be rejected goods."

- **At any of testing stage**, Samples which do not meet quality requirement shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected drugs/medicines/goods and the cost of entire batch paid will be recovered from the supplier whether consumed fully/partially.
- If any inspected or tested drugs/medicines/goods fails to conform to the specifications or fails in quality tests, the buyer may reject them, and the supplier will be responsible to take back the rejected drugs/medicines/goods from the depots/consignee place at their own cost and replace with fresh stock duly inspected and tested within 45 days from the date of intimation from the buyer to the supplier or as specified by the buyer. The buyer has the right to destroy such rejected drugs/medicines/goods if the supplier does not take back the drugs/medicines/goods within the stipulated time. The buyer will arrange to destroy the "NOT OF STANDARD QUALITY ITEMS" after the expiry of 45 days.

  Action may also be initiated by the buyer for debarring/blacklisting against the supplier for suitable period. The FDA/ Drugs Control Authority of concerned State will also be informed by the buyer for initiating necessary action on the supplier in their state. In addition, Security deposit will also be forfeited without any intimation.

  The decision of the buyer or any officer authorized by buyer, as to the quality of the supplied drugs, medicines etc., shall be final and binding.

- In case any drug/medicine is found substandard either any of testing stage or during the shelf

life of the item, the report of the NABL/Government approved laboratory shall be accepted by the supplier/seller. If the same is disputed by the supplier/seller giving the reasons, the sample will be sent to Central Drug Laboratory, Kolkata, and the report of CDL will only be accepted as final and conclusive report. However, the same should be submitted within three months, from the date of communication of the disputed test report to the supplier/seller. For this, supplier/seller should approach the concerned Drug Control Authorities for getting the drugs/medicines tested, as per procedure, from the Appellate Laboratory at their own cost.

The de-registration / debarment action will be taken by the buyer against the manufacturing unit and contract holding firms (both) according to the category-A and category-B defects as per guidelines issued by the Ministry of Health & Family Welfare, Government of India and same will be communicated to GeM.

- The supplier shall furnish evidence of the basis for shelf life and other stability data concerning the commercial final package on request by the buyer. In case of any complaint in the field, the B.M.R/ B.P.R for the particular batch of the product(s) supplied shall be produced when demanded. For New drugs/medicines, complete stability data of 6 months period shall be acceptable.
- The case of admixture of drugs will be treated as a violation of terms and conditions and will not be accepted.
- Statutory provisions on manufacture, distribution, storage and quality issues of drugs/medicines under the Drugs & Cosmetic Act, 1940 as amended up to date is vested with the DCGI (CDSCO)/ MoH& FW, including its Central/ Zonal/ Regional Drug Testing Labs. Similarly, the authority for confiscation, sealing or prosecution with relation to drugs/medicines under the said Act is also with the DCGI/ State Drug Control Authorities.
- In accordance with the provisions of Sec 22 & 31 of the Drugs and Cosmetic Act, 1940, as amended up to date, the DCGI/ CDSCO/ State Drug Controller/ Drug Inspector may exercise their powers as an Inspecting Agency.

26. **Deduction, Blacklisting, and other penalties on account of Quality failure**

    The suitable conditions may be added by the buyer in the bid through Additional Term & Conditions (ATC) as applicable.

27. **Quality Test by Statutory Authorities:**

    If any batch of any product(s) supplied by the supplier is declared “NOT OF STANDARD QUALITY”, by any government agencies or drug licensing authority, the supplier shall inform the same immediately to the buyer so that the use of the available stock of the particular item will be stopped. Further, the available stock of the product with all consignee/users will be retrieved.

28. **Termination for Default**

    The buyer may without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part If the supplier fails to promptly replace any drug/medicine/goods rejected submitted for testing or subject to recall ordered by the applicable Regulatory Authority in the country of manufacture due to unacceptable quality or reports of adverse drugs reaction after giving prompt notice of the recall.

29. **Warranty**
    - Supplies must fully comply in all respect with the Technical specifications and conditions laid down in the contract and in accordance with the Pharmacopoeia standards.
    - Each supply should be accompanied with a "Warranty Certificate" duly signed by the Bidder as under:

      “The Supplier/Seller hereby declares that the stores as detailed below sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars mentioned and the supplier/seller hereby guarantees that the stores would continue to conform to the description of and quality aforesaid for a period of useful life of minimum of five sixth (5/6th) of the specified shelf life from the date of delivery of the said stores to the buyer, have overages within the ranges set forth in the technical specification and are not subject to recall by the applicable Regulatory Authority due to unacceptable quality or adverse Pharmaceuticals reaction. Notwithstanding the above, the fact that the said stores fail to conform to the description and quality aforesaid or have deteriorated and the decision of the buyer in that behalf is final and conclusive, the buyer will be entitled to reject the said stores, or such part thereof as may be discovered not to conform to the said description and quality. Losses due to premature deterioration due to

biological and other activities during life potency will be made good and supplied by the firm at its own cost at consignee’s site.

On such rejection, the stores will be at the seller's risk and all provisions herein contained relating to the rejection of stores shall apply. The supplier/Seller shall if so called upon to do so by the buyer in writing, replace the stores free of cost at the ultimate destination within a period of forty five days or such further period as may be extended from time to time by the buyer at his discretion, on application made there under by the supplier/seller after the stores or such portion of the stores thereof as is rejected by the buyer and in such an event the above mentioned warranty period shall apply to the stores replaced from the date of the replacement thereof otherwise the supplier/seller shall pay to the buyer such damage as may arise by reason of the breach of the conditions. Nothing herein contained shall prejudice any other rights of the buyer in that behalf under this contract or otherwise".

- Sl. No. & Date
- Nomenclature & Specification
- Name & Address of Manufacturing Unit
- Batch No.
- DOM & DOE
- Qty. of each batch
- Remarks

Signature name & designation and date with rubber stamp

- If the supplier, having been notified, fails to replace within the period specified above, the buyer may proceed to take such remedial action(s) as may be necessary/deemed fit by the buyer, at the suppliers' risk and expense and without prejudice to other rights which the buyer may have against the supplier under the contract.

30. **Packaging, Labelling and Marking Requirements**

    Packaging, Labelling and Marking shall be as per the provisions contained in the Drugs and Cosmetics Act, 1940 and the Rules made there under as amended up-to-date, other particulars of packaging, labelling & marking, if any, prescribed by the buyer in the bid through Additional Terms and Conditions (ATC) shall be complied with.

31. **Bar Coding**

    All drugs/medicines supplied should incorporate GS1 barcodes standards at various packaging levels (primary, secondary, and tertiary level packaging) and should encode the information within the barcodes as mentioned by the buyers in addition to other existing statutory labelling and marking requirements. Details of bar-coding will be given by the buyer through Additional Terms and Conditions (ATC) in the bid.

32. **Delivery Period**

    - Minimum delivery period will be of 45 days from the date of issuing of the purchase
    - The supplier should maintain the recommended temperature of the drug/medicine (wherever indicated) during transit, otherwise if on checking it is found that temperature has not been maintained, supply against the said order is liable to be rejected and cancelled.
    - The items requiring special cold storage conditions shall be supplied with cold chain transporting system under cold chain norms from the manufacturing unit to the warehouses/consignee location.

33. Any specific requirements for the packaging, labelling, logograms, printing, artwork, bar coding or any other requirement mentioned by the buyer through Additional Terms and Conditions (ATC) in the bid will be applicable.
34. 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.

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. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Scope of Supply**

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

4. **Turnover**

   Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1. Name of The Bidder and Contact Details in Company Letter Head.

   2. PAN Card Copy of the Firm.

   3. GST Registration.

   4. UDYAM registration Certificate.

   5. The Bidder Should Have IT Returns & Balance Sheet with Profit & Loss Statement for Last 3 years (2O21 - 22, 2022-23, 2023-24).

   6. GST Filed receipt in GST3B for last 6 months

   7. Bidder should have 3(2021-22, 2022-23, 2023-24) years past experience in supplying medical items to government institutes/government autonomous institutions.

   8. Valid Drug License Copy issued by competent authority

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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 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.

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 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।

---Thank You/धन्यवाद---