बिड दस्तावेज़ / **Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-04-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-04-2026 12:30:00
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 Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health And Family Welfa
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Dr. Ram Manohar Lohia Hospital, New D
कुल मात्रा/Total Quantity	10000
वस्तु श्रेणी /Item Category	Labetalol Injection (Q2)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	3 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bi Authorization Certificate,OEM Annual Tu ATC),Compliance of BoQ specification a *In case any bidder is seeking exemptio supporting documents to prove his eligi evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a tender/bid process will also be displaye
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	90000
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	Bank Of Baroda
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	0.01
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 f

लाभार्थी /Beneficiary :

Director
Dr. Ram Manohar Lohia Hospital, New Delhi, Department of Health and Family Welfare, N/A, Ministry of Health and F (Director)

UIN Number NCTGC2415P

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be rela Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation f supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeki supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supp Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Tur quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload Relaxation.
5. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offe should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Org indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptar with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the cat should meet this criterion.
6. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified A certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period sh constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed finar taken into account for this criteria.
7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated o in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchas / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro a products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Service offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not a within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such M price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procuremen and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is val and approved by Buyer after evaluation of documents submitted.
8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted pr based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or simila least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the category related to primary product having highest bid value should meet this criterion.

10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bid bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following case

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

Labetalol Injection (10000 pieces)

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
PRODUCT INFORMATION	Medicine Name	Labetalol
	Dosage Form	Injection
	Strength	5 mg/mL
	Compliance to uploaded Special Terms and Conditions	Yes
PACKAGING	Type of primary packing	Ampoule
	Primary pack size	4 ml
CERTIFICATIONS & REPORTS	Availability of valid drug manufacturing license issued from the competent authority defined under Drugs and Cosmetic Act and Rules there under as amended till date	Yes
	Submission of all necessary certifications, licenses and test reports to the buyer as per buyer requirement at the time of bid submission and along with supplies	Yes
SHELF LIFE	Shelf life in months from the date of manufacture	24, 36 Or higher **(month)**

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसू तारीख से दिनों
1	Manish Pandey	110001,dr. ram manohar lohia hospital baba kharak singh marg new delhi	मात्रा /Quantity 5000 5000

Special terms and conditions-Version:1 effective from 14-11-2025 for category Labetalol Injection

1. 1. The sellers are registered on GeM and exempted from the Vendor Assessment process based on the ur Manufacturing Drug License certified by the issuing authority. Buyers must mandatorily ask for submitt regulatory documents applicable with the bid. Buyers must also check and validate the details e.g., val 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 (sc may be verified by the buyer at their end.

UNDERTAKING

(to be on non-judicial stamp paper of Rs 10 and not

I, _____, s/o / d/o / w/o _____, aged about _____resident of _____ undertake that;

1. I am the partner / proprietor / director of _____ *(name of entity)* and duly _____. *(Name of entity)*
2. We are the manufacturers of the drug/medicine _____("Product") and intend to offer
3. We state that the license for the Product has been granted/obtained by us as per the provisions there under as amended till date.
4. We further state that the details regarding the Product/licenses have been uploaded by us on the 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 und information/declaration is provided by us, suitable legal action/action as per Drugs and Cosmetic 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 a notifications issued by *Central Drugs Standard Control Organization* (*CDSCO*), Ministry of Health & Fam 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 a 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 aut 1940 and Rules made there under as amended till date. The Drug/medicine quoted should be clearly m License. The valid own manufacturing license shall be submitted to the buyer at the time of bid submis

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

   Manufacturer shall be responsible for verifying the validity and authenticity of drug license held by thei

   If revalidation of drug license has been applied for, the buyer shall be informed accordingly and the cop must be submitted with a certificate that application for renewal was made within time frame as per Dr 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 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 b buyer at the time of bid submission. The certificate must have been issued within 12 months from the
9. Bidder/Seller shall submit **Manufacturing & Market Standing certificate** (in India) issued by the co 2 consecutive years for the drug/medicine quoted to the buyer at the time of bid submission. The drug/ highlighted.

This would not apply to drugs, which were introduced in India less than 2 years ago. A certificate from t
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, whicl be allowed to submit only one bid for all units but necessary document regarding separate manufacturi 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 Certific Act and Rules made thereunder as amended up to date issued by Central / State Drug Controller / FDA
12. Bidder/Seller shall have Maximum Production Capacity Certificate (section wise) issued by concerned d product.
13. STP (Standard Testing Procedure) along with the required reference standards for non-Pharmacopoeia 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 stabil packing for at least 3 batches whenever required by the buyer. For New drugs/medicines, complete sta (If manufacturer has licensed a formula from another company and such licensed formula is used for th should be submitted along with licensing agreement.)
15. The bidder/seller should have not been blacklisted/debarred/de-registered/banned for the quoted produ / Central or State Government's Drug procurement agencies at the time of submission of bid. Further, c house testing or testing by any State Government / Central Government / its Drug procurement agenci been blacklisted / debarred / de-registered/banned due to quality failure, such bidder/seller or their Par participate in the bid.
16. During the validity of the bid if the firm/Company is blacklisted/debarred/de-registered/banned by any S State Government's Drug procurement agencies / convicted by any Court of law in India, it shall be inti 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 Gov agencies due to quality failure, buyer may cancel the contract and go for fresh bid as per discretion of t
18. The firm/company/ corporation and any of its director/proprietors/ partners/ Authorized signatories shou or pending in any court of India by any department of Govt. under prevention of Corruption Act or for cl 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 o

    They will comply with all the statues &legislation regarding manufacturing, import, sale, and supply of d Acts/Enactments viz., The Drugs and Cosmetics Act, 1940, The Drugs and Cosmetics Rules, 1945 (as ar (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 to supply items/drugs "not of standard", "Grossly sub-standard" and "Spurious and adulterated drugs" 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 seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State
21. Guidelines of Department of Pharmaceuticals applicable as nodal ministry for implementing the provisi India) order (PPO) 2017-revision as amended to date, related to procurement of Goods & Services in Ph
22. **Fall Clause**: Provision of fall clause will not be applicable on the sale of drugs which have an expiry da 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 a

    In case pre-dispatch inspection is not applicable, the life of the drugs/medicines shall not have passed r 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 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 pharmaceu buyer, providing full details about the reason leading to the recall, and shall take steps to replace the p ultimate destination with a fresh batch of acceptable pharmaceuticals or withdraw and give a full refun 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 Repor** 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 pharma 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 requir buyer reserves the right to carry necessary inspections/tests from NABL Accredited/Government 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 locat inventory.

c) Post Delivery Surveillance: The Drugs/Medicines/goods shall have the active ingredients an indicated in official compendiums or technical specifications throughout the shelf-life period of the drug may also be organized by the buyer post-delivery.

- The Buyer may engage the services of a Quality Control Agent & Quality Control Testing Laborat 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 th destination shall in no way be limited or waived by reason of the goods having previously been i dispatch from the place of manufacture.
- **Inspection Methodology**: At pre-dispatch and/or delivery stage, samples of supplies in each ba collected and sent to designated laboratories (NABL Accredited/Government approved laboratori

  At post-delivery surveillance - The samples will be collected from the warehouse of buyer/or designated Quality Control Labs in respect of supplied drugs/medicines/goods at any point durin

  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
- The supplies will be deemed to be completed only upon receipt of the quality certificates from th

  "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/ batches will be

- **At any of testing stage**, Samples which do not meet quality requirement shall render the relev declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/b drugs/medicines/goods and the cost of entire batch paid will be recovered from the supplier whe
- If any inspected or tested drugs/medicines/goods fails to conform to the specifications or fails in supplier will be responsible to take back the rejected drugs/medicines/goods from the depots/co fresh stock duly inspected and tested within 45 days from the date of intimation from the buyer buyer has the right to destroy such rejected drugs/medicines/goods if the supplier does not take stipulated time. The buyer will arrange to destroy the "NOT OF STANDARD QUALITY ITEMS" after

  Action may also be initiated by the buyer for debarring/blacklisting against the supplier for suital concerned State will also be informed by the buyer for initiating necessary action on the supplier be forfeited without any intimation.

  The decision of the buyer or any officer authorized by buyer, as to the quality of the supplied dru

- In case any drug/medicine is found substandard either any of testing stage or during the shelf lif approved laboratory shall be accepted by the supplier/seller. If the same is disputed by the supp sent to Central Drug Laboratory, Kolkata, and the report of CDL will only be accepted as final an submitted within three months, from the date of communication of the disputed test report to th approach the concerned Drug Control Authorities for getting the drugs/medicines tested, as per own cost.

  The de-registration / debarment action will be taken by the buyer against the manufacturing uni category-A and category-B defects as per guidelines issued by the Ministry of Health & Family W

communicated to GeM.

- The supplier shall furnish evidence of the basis for shelf life and other stability data concerning t buyer. In case of any complaint in the field, the B.M.R/ B.P.R for the particular batch of the produ 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
- Statutory provisions on manufacture, distribution, storage and quality issues of drugs/medicines up to date is vested with the DCGI (CDSCO)/ MoH& FW, including its Central/ Zonal/ Regional Dru confiscation, sealing or prosecution with relation to drugs/medicines under the said Act is also w
- In accordance with the provisions of Sec 22 & 31 of the Drugs and Cosmetic Act, 1940, as amend 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 (AT

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

If any batch of any product(s) supplied by the supplier is declared “NOT OF STANDARD QUALITY”, by ar authority, the supplier shall inform the same immediately to the buyer so that the use of the available s 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 defau whole or in part If the supplier fails to promptly replace any drug/medicine/goods rejected submitted fo applicable Regulatory Authority in the country of manufacture due to unacceptable quality or reports o of the recall.

29. **Warranty**

- Supplies must fully comply in all respect with the Technical specifications and conditions laid dow Pharmacopoeia standards.
- Each supply should be accompanied with a "Warranty Certificate" duly signed by the Bidder as u

  “The Supplier/Seller hereby declares that the stores as detailed below sold to the buyer under th workmanship and shall be strictly in accordance with the specifications and particulars mentione the stores would continue to conform to the description of and quality aforesaid for a period of u specified shelf life from the date of delivery of the said stores to the buyer, have overages withir and are not subject to recall by the applicable Regulatory Authority due to unacceptable quality Notwithstanding the above, the fact that the said stores fail to conform to the description and qu decision of the buyer in that behalf is final and conclusive, the buyer will be entitled to reject the discovered not to conform to the said description and quality. Losses due to premature deteriora 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 relatin supplier/Seller shall if so called upon to do so by the buyer in writing, replace the stores free of c forty five days or such further period as may be extended from time to time by the buyer at his c supplier/seller after the stores or such portion of the stores thereof as is rejected by the buyer ar period shall apply to the stores replaced from the date of the replacement thereof otherwise the as may arise by reason of the breach of the conditions. Nothing herein contained shall prejudice this contract or otherwise".

Sl. No. & Date	Nomenclature & Specification	Name & Address of Manufacturing Unit	Batch No.	DOM & DOE

Signature name & designati

- If the supplier, having been notified, fails to replace within the period specified above, the buyer may be necessary/deemed fit by the buyer, at the suppliers' risk and expense and without preju

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 A
    amended up-to-date, other particulars of packaging, labelling & marking, if any, prescribed by the buye
    Conditions (ATC) shall be complied with.

31. **Bar Coding**

    All drugs/medicines supplied should incorporate GS1 barcodes standards at various packaging levels (p
    and should encode the information within the barcodes as mentioned by the buyers in addition to othe
    requirements. Details of bar-coding will be given by the buyer through Additional Terms and Condition

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 inc
      found that temperature has not been maintained, supply against the said order is liable to be rej
    - The items requiring special cold storage conditions shall be supplied with cold chain transporting
      manufacturing unit to the warehouses/consignee location.

33. Any specific requirements for the packaging, labelling, logograms, printing, artwork, bar coding or any
    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 ST
    Additional Terms and Conditions (ATC) in the bid to ensure drugs/medicines are procured from authent
    quality. The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede sp
    shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

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

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

   Buyer Added text based ATC clauses

   INTEGRITY PACT
   Between
   Dr. Ram Manohar Lohia Hospital hereinafter referred to as 'The Buyer"
   and
   _____hereinafter referred to as 'The Bidder' Seller/Contractor'
   Preamble
   The Buyer intends to award, under laid down organizational procedures, contract for _____
   with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency
   ontractor.
   In order to achieve these goals, the Buyer has appointed Independent External Monitors (IEMs) who will monit
   ract for compliance with this Integrity Pact.
   In this Integrity Pact:-
   a) The term Bidder/ Seller/ Contractor shall mean the party submitting the bid (or, as the case maybe, who en
   b) For the purposes of Section 5, the term "transgression" shall mean a wrong, violation or offence of the natu
   Section 1-Commitments of the Buyer
   1. The Buyer commits itself to take all measures necessary to prevent corruption and observe the following pr
   a) No employee of the Buyer, personally or through family members or intermediaries will, in connection with
   d, take a promise for or accept, for self or any third person, any material or other benefit, which the person is
   b) The Buyer will during the tender process treat all Bidder/Seller / Contractor with equality and reason. The B
   process, provide to all Bidders / Sellers/Contractors the same information and will not provide to any Bidder/S
   n through which any Bidder/Seller/ Contractor could obtain an advantage in relation to the tender process or t
   c) The Buyer will exclude from the process all known prejudiced persons.
   2. If the Buyer obtains information on the conduct of any of its employees, which is a criminal offence under t
   on Act (PC Act) and same is prima facie found to be correct by the employer, necessary disciplinary proceedin
   ed by the employer or Independent External Monitor and such a person shall be debarred from further dealing
   Section 2 —Commitments of the Bidder/Seller/Contractor

1. The Bidder/Seller/Contractor commit themselves to take all measures necessary to prevent corruption. The
erve the following principles during participation in the tender process and during the contract execution.
a) The Bidder/Seller/Contractor will not directly or through any other person or firm, offer, promise or give to a
process or the execution of the contract or to any third person any material or other benefit
which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever
the contract.
b) The Bidder/Seller/Contractor will not enter into any undisclosed agreement or understanding with any othe
ormal. This applies in particular to prices, specifications, subsidiary contracts, submission or non-submission c
s or to introduce cartelization in the bidding process.
c) The Bidder/Seller/Contractor will not commit any offence under the relevant IPC/PC Act; further the Bidder/S
es of competition or personal gain, or pass on to others, any information or document provided by the Buyer a
technical proposals and business details, including information contained or transmitted electronically.
d) The Bidder/Seller/Contractor of foreign origin shall disclose the name and address of the agents /representa
ntractor of Indian Nationality shall furnish the name and the address of the foreign owner/ holding company, i
ntatives have to be in Indian Rupees only. If Bidder/Seller/Contractor is an Agent, the either the Agent or the P
ractor shall submit more than one bid. No Agent is permitted to represent more than one manufacturer either
me item.
e) The Bidder/Seller/Contractor will when presenting its bid, disclose any and all payments made or which is c
kers or any ether intermediaries in connection with the award of the contract.
f) Bidder/Seller/Contractor who have signed IP shall not approach the Courts while representing the matter be
Ms in the matter.
2 The Bidder/Seller/Contractor will not instigate any third person to commit offences outlined above or be an a
Section 3 –Disqualification from tender process and exclusion from future contracts etc
If the Bidder/Seller/Contractor , before the award of contract or during its execution, has committed a transgre
any other form as to put their reliability in question, the Buyer is entitled to take all or any one of the followin
1. To disqualify the Bidder/Seller/Contractor from the tender process. However, the tender process with other
2. To terminate the contract if already signed.
3. To debar the Bidder/Seller/Contractor from participating in other/future tenders of the buyer for an appropr
4_ To inform its CVO in case of acts constituting corruption or take any other action.
Section 4 —Compensation for Damages
1. If the Buyer has disqualified the Bidder/Seller/Contractor from the tender process prior to the award of cont
orfeit, demand and/or recover from Bidder/Seller/Contractor, damages equivalent to the Earnest Money Depos
2. If the Buyer has terminated or is entitled to terminate the contract according to Section 3, the Buyer shall b
eller/Contractor liquidated damages equivalent to Performance Bank Guarantee, unless stipulated otherwise e
Section 5 — Previous transgression
1. The Bidder/Seller/Contractor declares that no previous transgressions have occurred in the last three years
nforming to the anti-corruption approach or with any Public Sector Enterprises in India or Government of India
cess.
2. If a previous transgression lies occurred or if the Bidder/Seller/Contractor makes any incorrect statement or
r process or contract terminated.
Section 6 — Equal treatment of all Bidders/Sellers/Contractors
1. In case of sub-contracting, the Bidder/Seller/Contractor shall take the responsibility of the adoption of the In
2. The Buyer will enter into Integrity Pact with identical conditions as this one with all Bidders/Sellers/Contract
3. The Buyer will disqualify from the tender process all Bidders/ Sellers/ Contractors who do not sign this Pact
Section 7 — Independent External Monitor
1. The Buyer has appointed competent and credible Independent External Monitor (IEMs) for this Pact after ap
will be displayed/updated in hospital website. The task of the monitors is to review independently and objectiv
with the obligations under the Integrity Pact.
2. The Monitors are not subject to instructions by the representatives of the parties and perform their functior
ave the right to access all contract documents whenever required. It will be obligatory for him/ her to treat the
/CONTRACTOR, as confidential.
3. The Bidder/Seller/Contractor accepts that the Monitors have the right to access without restriction to all pro
provided by the Bidder/Seller/Contractor. The Bidder/Seller/Contractor will
also grant the Monitors, upon their request and
demonstration of a valid interest,
unrestricted and unconditional access to their project documentation. The same is applicable to sub-contracto
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Seller(s
ty. The Monitors shall have no Conflict of Interest while dealing with any case or with any party. If any conflict
t authority of the buyer and recuse himself from that case/matter.
5. The Buyer will provide to Monitors sufficient information about all meetings related to any complaint of viol
ilities for smooth conduct of the meetings of the Monitors.
6. As soon as the Monitor notices or believes to notice, a violation of this agreement, he/she will so inform the
agement to discontinue or take corrective action. The Monitor can in this regard submit non-binding recomme
emand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the competent authority of Buyer within 8 weeks from the date c
should the occasion arise, submit proposals for correcting problematic situations.
8. The word 'Monitor' would include both singular and plural.
Section 8: Pact Duration
The Integrity Pact shall come into force and be valid from the date it is signed by the BIDDER/SELLER/CONTRA
the last payment to the contractor. In case any BIDDER/ SELLER/ CONTRACTOR is unsuccessful, the Integrity F
ter 6 months following the date of placement of contract/PO on the successful Bidder/Seller/Contractor.
If any claim of violation of the Integrity Pact is made/lodged during the validity period, the same shall be bindi
ipulated above, unless discharged/ determined by Buyer
Section 9 : Other provisions:
1. The Integrity Pact is subject to Indian Law. The place of performance and jurisdiction of courts shall be in In
ment/ contract shall not be applicable to any issue/ dispute arising out of or in relation to the Integrity Pact.
2. The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may be take
w in force relating to contracts or any civil or criminal proceedings.
3. If the BIDDER/SELLER/CONTRACTOR is a partnership/consortium, the Integrity Pact must be signed by all th
4 The signatories are duty authorized to sign and bind the Buyer/Bidder/Contractor/Seller.
Any amendment to Integrity Pact will be made only by a written agreement between the parties.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of the Independent External Monitors.
6. References to singular includes the plural and vice versa. References to 'them' or 'themselves ' shall includ
7 Should one or several provisions of this agreement turn out to be invalid, the remainder provisions of this ag
strive to come to an agreement as to their original intentions. This Pact shall have precedence over the Tende
visions covered under this Pact.
For and on behalf of the Buyer
For and on behalf of the Bidder/ Seller/Contractor
Name:
Designation:
Seal/ Stamp
Date:
Following Independent External Monitors (IEMs) may be contacted in case of any redressal of grievance, if any
1. Lt. Gen. Nav k Khanduri, House no. A-5/8,3rd floor,
DLF valley, Pinjore Kalka Urban Complex,
Sector-3, Panchkula, Harayana-134107

2. Mrs. Manisha Nanda,
Tower-5, D-2, (Second floor),
New Moti Bagh GPRA colony,
Near Leela Palace Hotel,
New Delhi-110023

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5. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority
organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and conseque
arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms ar
are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void a
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 issu
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exer
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category i
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 procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifyir
10. Seeking experience from specific organization / department / institute only or from foreign / export experienc
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 m
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid ter EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed b
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional te needs more items along with the main item, the same must be added through bunching category based item 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 same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a s is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such re

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 20 Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brougl

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or nc the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. an strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contrac appropriate action in accordance with the contract and applicable law.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Ter

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 भा 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 जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In term 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 regi 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 acc

---धन्यवाद/Thank You---