

बिड दस्तावेज़ / **Bid Document**

बिड विवरण/**Bid Details**

बिड बंद होने की तारीख/समय / Bid End Date/Time	04-03-2026 09:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-03-2026 09:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/ Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/ Ministry/State Name	Ministry Of Railways
विभाग का नाम/ Department Name	Indian Railways
संगठन का नाम/ Organisation Name	Rail Coach Factory Kapurthala
कार्यालय का नाम/ Office Name	Kapurthala
कुल मात्रा/ Total Quantity	1800
वस्तु श्रेणी / Item Category	Calamine Lotion (V2) (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/ MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Public Procurement. If the bidder wants to avail themselves of the Purchase Preference to MSE OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises for 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 available within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Margin of purchase preference and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer to [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is valid and approved by Buyer after evaluation of documents submitted.

Calamine Lotion (V2) (1800 pieces)**तकनीकी विशिष्टियाँ /Technical Specifications**

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत
PRODUCT INFORMATION	Medicine Name	Calamine

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत
PACKAGING	Type of primary packing	Bottle
	Primary pack size (Quantity per bottle)	100 ml

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	Rajesh Mohan	144602,Cheif Medical Officer, LLR Hosipital, Kapurthala Punjab	<table border="1"> <thead> <tr> <th>मात्रा /Quantity</th> </tr> </thead> <tbody> <tr> <td>800</td> </tr> <tr> <td>1000</td> </tr> </tbody> </table>	मात्रा /Quantity	800	1000
मात्रा /Quantity						
800						
1000						

Special terms and conditions-Version:1 effective from 06-07-2023 for category Calamine Lotion (V2)

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 submit regulatory documents applicable with the bid. Buyers must 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 un 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 & notifications issued by *Central Drugs Standard Control Organization (CDSCO)*, Ministry of Health & Family Welfare, Government of India, 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 to the Manufacturer.
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 under the Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date. The Drug/medicine quoted should be clearly mentioned in the bid. The valid own manufacturing license shall be submitted to the buyer at the time of bid submission.

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

Manufacturer shall be responsible for verifying the validity and authenticity of drug license held by their reseller/distributor.

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

This would not apply to drugs, which were introduced in India less than 2 years ago. A certificate from the Drug Licensing Authority 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 licensed by the concerned Drug Licensing Authority, only one bid 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) issued by the Central / State Drug Controller / FDA under the Drugs and Cosmetics Act and Rules made thereunder as amended up to date.
12. Bidder/Seller shall have Maximum Production Capacity Certificate (section wise) issued by concerned drug licensing authority for the product.
13. STP (Standard Testing Procedure) along with the required reference standards for non-Pharmacopoeia & Indian Pharmacopoeia shall 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 at least 3 batches whenever required by the buyer. For New drugs/medicines, complete stability data 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 the Central or State Government's Drug procurement agencies at the time of submission of bid. Further, the bidder/seller should not have been blacklisted / debarred / de-registered/banned due to quality failure, such bidder/seller or their Partner should not 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's Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to the buyer by a 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's Drug 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 blacklisted or pending in any court of India by any department of Govt. under prevention of Corruption Act or for disclosure 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) to the buyer.

They will comply with all the statues & legislation regarding manufacturing, import, sale, and supply of drugs/medicines as per Acts/Enactments viz., The Drugs and Cosmetics Act, 1940, The Drugs and Cosmetics Rules, 1945 (as amended till date).

(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 provision (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 date 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 &

In case pre-dispatch inspection is not applicable, the life of the drugs/medicines shall not have passed 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 pharmaceutical buyer, providing full details about the reason leading to the recall, and shall take steps to replace the product at its ultimate destination with a fresh batch of acceptable pharmaceuticals or withdraw and give a full refund 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** from 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 pharmaceutical standards 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 requirements. Buyer reserves the right to carry necessary inspections/tests from NABL Accredited/Government approved laboratory or 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 inventory.

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

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

At post-delivery surveillance - The samples will be collected from the warehouse of buyer/or

workmanship and shall be strictly in accordance with the specifications and particulars mentioned. The stores would continue to conform to the description of and quality aforesaid for a period of the specified shelf life from the date of delivery of the said stores to the buyer, have overages within 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 quality decision of the buyer in that behalf is final and conclusive, the buyer will be entitled to reject the stores discovered not to conform to the said description and quality. Losses due to premature deterioration of 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 supplier/Seller shall if so called upon to do so by the buyer in writing, replace the stores free of cost within forty five days or such further period as may be extended from time to time by the buyer at his cost. The provisions of the contract shall apply to the stores replaced from the date of the replacement thereof otherwise the provisions 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
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Signature name & designation

- 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 prejudice 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, 1930 as amended up-to-date, other particulars of packaging, labelling & marking, if any, prescribed by the buyer. The 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) and should encode the information within the barcodes as mentioned by the buyers in addition to other requirements. Details of bar-coding will be given by the buyer through Additional Terms and Conditions.

32. **Delivery Period**

- Minimum delivery period will be of 45 days from the date of issuing of the purchase order.
- The supplier should maintain the recommended temperature of the drug/medicine (wherever indicated) and if found that temperature has not been maintained, supply against the said order is liable to be rejected.
- The items requiring special cold storage conditions shall be supplied with cold chain transporting facilities 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 particulars shall be given in the 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 the Additional Terms and Conditions (ATC) in the bid to ensure drugs/medicines are procured from authentic quality. The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede specific terms and conditions, which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

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

1. **Scope of Supply**

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

2. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected)

NA

Post Receipt Inspection at consignee site before acceptance of stores:

BY CONSIGNEE AT RAIL COACH FACTORY KAPURTHALA

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 consequences arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void 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.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to existing policy.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category based ATC.
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 [attachers](#) procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying the same.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience only.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms and conditions, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the system.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions, 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 seller, the seller is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Code on Social Security, 2020; and the Code on Occupational Safety, Health and Compensation for Injury, 2020 as and when notified and brought into force.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1947, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to apply.

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. are strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and 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 Terms and Conditions](#)

जिस देश 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 भाग लेने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को जानने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of 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. Non-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 contract and applicable law.

---धन्यवाद/Thank You---