अनुबंध|Contract

अनुबंध क्रमांक|Contract No: GEMC-511687768638811
अनुबंध तिथि|Generated Date : 12-Apr-2024

संगठन विवरण|Organisation Details

प्ररूप|Type :	State Government
मंत्रालय|Ministry :	-
विभाग|Department :	Public Health and Family Welfare Department Maharashtra
संगठन का नाम|Organisation Name :	N/A
कार्यालय क्षेत्र|Office Zone:	DISTRICT HOSPITAL PUNE

खरीदार विवरण|Buyer Details

पद|Designation :	Pharmacy Officer
संपर्क नंबर|Contact No. :	020-29700041-113
ईमेल आईडी|Email ID :	murli.peddishetty@gov.in
जीएसटीआईएन|GSTIN :	-
पता|Address :	DISTRICT HOSPITAL AUNDH CAMPUS, PUNE, MAHARASHTRA-411027, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:	Jt Director NHM Mumbai
वित्तीय अनुमोदन का पदनाम| Designation of Financial Approval :	Jt Director NHM Mumbai

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role:	PAO
भुगतान का तरीका| Payment Mode:	Internet Banking
पद|Designation :	Administrative Officer
ईमेल आईडी|Email ID :	sandeep.bangade@nic.in
जीएसटीआईएन|GSTIN :	-
पता|Address:	DISTRICT HOSPITAL AUNDH CAMPUS, Pune, MAHARASHTRA-411027, India

विक्रेता विवरण|Seller Details

जेम विक्रेता आईडी|GeM Seller ID :	F13L210002090272
कंपनी का नाम|Company Name :	INDIAN MEDICINES PHARMACEUTICAL CORPORATION LIMITED
संपर्क नंबर|Contact No. :	09910114608
ईमेल आईडी|Email ID :	mkt@impcl.in
पता| Address :	01,Indian Medicines Pharmaceutical Corporation Limited,ALMORA, ALMORA, UTTARAKHAND-244715, -
एमएसएमई पंजीकरण संख्या|MSME Registration number :	-
जीएसटीआईएन|GSTIN:	07AABCI2243R1ZB (B) , 05AABCI2243R1ZF (R) , (M) , 08AABCI2243R1Z9 (G) , 09AABCI2243R1Z7 (G) , 29AABCI2243R1Z5 (G)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण|Product Details

#	आइटम विवरण|Item Description	आइटम विवरण| Ordered Quantity	इकाई | Unit	इकाई मूल्य (INR)| Unit Price (INR)	कर विभाजन (INR)| Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)| Price (Inclusive of all Duties and Taxes in INR)
1	**उत्पाद का नाम |Product Name :** IMPCL Khadiradi Gutika (Mukhroga) 10 Grams **ब्रांड|Brand :** IMPCL **ब्रांड प्रकार|Brand Type :** Registered Brand **कैटलॉग की स्थिति|Catalogue Status:** OEM verified catalogue **कैसे बेचा जा रहा है|Selling As :** OEM **श्रेणी का नाम और चतुर्थांश|Category Name & Quadrant :** Ayurvedic Classical Medicines - Vati and Gutika (Q1) **मॉडल|Model:** Khadiradi Gutika (Mukhrog) 10 gms. **एचएसएन कोड|HSN Code:** HSN not specified by seller	500	pieces	25.32	NA	12,660
कुल ऑर्डर मूल्य |Total Order Value (in INR)						**12,660**

परेषिती विवरण|Consignee Detail

क्र.सं.|S.No	परेषिती|Consignee	वस्तु|Item	लॉट नंबर| Lot No.	मात्रा|Quantity	दिनांक के बाद डिलीवरी शुरू करना है| Delivery Start After	वितरण पूरा कब तक करना है| Delivery To Be Completed By
1	पद| Designation : Pharmacy Officer ईमेल आईडी|Email ID : murli.peddishetty@gov.in संपर्क|Contact : 020-29700041-113 जीएसटीआईएन|GSTIN : - पता|Address : DISTRICT HOSPITAL AUNDH CAMPUS,	IMPCL Khadiradi Gutika (Mukhroga) 10 Grams	-	500	12-Apr-2024	09-Oct-2024

	PUNE, MAHARASHTRA-411027, India					

Product Specification for IMPCL Khadiradi Gutika (Mukhroga) 10 Grams

विनिर्देश|Specification	उप-विनिर्देश|Sub-Spec	मूल्य|Value
GENERAL FEATURES	Medicine name	Khadiradi Gutika (Mukhroga)
	Pharmacopoeial standard/Reference standard	A.F.I. (C.S)
	Medicine form	Tablet/Vati
	Strength	NA
	Storage requirement	Store in a cool dark and dry place protected from light
	Product shall comply to all provisions laid down for Ayurvedic (including Siddha) and Unani drugs in Drugs and Cosmetics act 1940 as amended till date	Yes
PACKAGING & LABELLING	Labelling, packing and limit of alcohol shall be as per provisions laid down for Ayurvedic (including Siddha) and Unani drugs in Drugs and Cosmetics act 1940 as amended till date	Yes
	Packing type	HDPE Container (Food Grade)
	Quantity of medicine in one container/bottle (Unit pack size) (A/U) (Primary packing)	10 Grams
	Number of container/bottle in a pack (Secondary Packing)	50
	Coding on the label	Barcode as per GS1 Standard
	Additional marking requirement on the label and other cartons	GOVT. SUPPLY, NOT FOR SALE
CERTIFICATIONS & REPORTS	Product approved from the statutory authority in its country of origin	Yes
	Availability of valid own drug manufacturing license for the product issued from the competent authority defined under Drugs & Cosmetics Act, 1940 & Rules there under as amended till date	Yes
	Drug manufacturing license number	A-1012/83
	Manufacturing unit certifications	Valid GMP certificate issued under Schedule T of the Drugs and Cosmetics Act, 1940 & Rules there under in force
	Availability of certificate/License as per the Drugs and Cosmetics Act, 1940 for marketing of the intended item	Yes
	Availability of valid non-conviction certificate (Not older than 6 months) issued by the licensing authority of the State	Yes
	Physical existence certificate of the manufacturing unit form the concerned Drug Licensing Authority	Yes
	Type of analytical lab report in respect of each batch of medicine to be supplied	Test Report from Government approved lab
	Submission of all necessary certifications, licenses and test reports to the buyer	Yes
SHELF LIFE	Shelf life from the date of manufacture as per Drugs and Cosmetic Act (Years)	3 year
	Minimum remaining shelf life of the product at the time of delivery to the consignee	5/6 th of total shelf life
ADDITIONAL REQUIREMENT	Additional Requirement	NA

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें|Terms and Conditions

1. Special terms and conditions- Version:3 effective from 14-03-2024

1.1

1. **All Provision of Drugs & Cosmetic Act 1940 as amended till date and rules made there under and all rules and regulations issued by Ministry of AYUSH will always be applicable.**
2. **Only CPSEs/State PSUs/State Pharmacies/Co-operatives are allowed to upload their products for sale based on authorization letter of these manufacturers from State Ayush Department/National Ayush Mission at the time of vendor assessment process.**
3. **The sellers are allowed to register on GeM and exempted from the Vendor Assessment process based on the submitted copy of a valid Manufacturing Drug License for the medicine(s) certified by the issuing authority. Buyers must mandatorily ask for submitting the relevant valid drug license and other regulatory documents applicable with the bid. Buyers must also check and validate the details e.g., validity, authenticity/genuineness, name of the drug/medicine under procurement, the license issuing authority etc. at their end.**
4. **The purchase shall be made through Bidding/RA only irrespective of the value.**
5. **Manufacturer shall have a valid own manufacturing license issued by the competent drug licensing authority defined under the Drugs and Cosmetics Act 1940 and Rules made there under as amended till date. (If revalidation of drug license has been applied for, the buyer shall be informed accordingly and the copy of application**

to State Drug / Licensing authority must be submitted with a certificate that application for renewal was made within time frame as per Drug and Cosmetic Act as amended up to date and that has not been deleted by drug licensing authority.)

6. Loan license arrangement shall not be allowed under any circumstances.
7. Medicines must fully comply in all respect with the technical specifications and in accordance with the Pharmacopoeia standards wherever applicable.
8. Each batch of the medicines shall be got tested by the seller from the laboratories approved by State Drug controllers / run by State Government/NABL accredited lab/Government Approved Lab and shall be dispatched along with these test reports.
9. INSPECTION & QUALITY TESTING

   a) Medicines shall continue to conform to the description and the quality during the shelf life from the date of delivery of the medicines to the buyer and notwithstanding the fact that the buyer may have inspected and or approved the said medicines.

   b) The buyer has the right to inspect, test and where necessary reject the medicines after arrival at the final destination shall in no way be limited or waived by reason of the medicines having previously been inspected, tested and passed by the buyer or his authorized representative prior to the medicines dispatch from the place of manufacture or arrival as the case may be.

   c) If any inspected or tested medicines fail to conform to the specifications, the buyer may reject them and the seller will remove the rejected medicines at its own cost.

   d) During the shelf-life period, the consignees shall be at liberty to draw samples and send it to laboratories approved by State Drugs controllers / run by State Government/NABL approved laboratories/ Government Approved Lab without any intimation to the seller. If found "Not of Standard Quality", (the decision of the buyer in this behalf will be final and conclusive), the buyer will be entitled to reject the said medicines of such portion thereof as may be discovered not conforming to the said description and quality upon testing. The seller shall have to replace the rejected batches (unused quantity) with fresh batches within 3 months or refund the cost of the rejected medicines to the buyer, if so, decided by him. In the event of replacement of rejected medicines by the seller, all the above mentioned provision shall apply to the new medicines replaced from the date of replacement thereof, otherwise the seller shall pay to the buyer such damages as may arise by the reasons of the breach of the conditions here in contained and the facts will be notified to the Drugs Controller of India/State Drug Controller for taking necessary action.

   e) In case any medicines are found substandard either at the inspection stage or during the shelf life of the medicines, the report of the Government approved/NABL accredited laboratory shall be accepted by the seller. If the same is disputed by the seller giving the reasons, the sample will be sent to the designated appellate Lab (Pharmacopoeia commission for Indian medicine & Homeopathy) for the purpose and the report of the same will only be accepted as final and conclusive report. De-registration / debarment action will be taken against the seller according to the category-A and category-B defects as per guidelines issued by the Ministry of Health & Family Welfare.

   f) The cost of post-delivery inspection and testing will be borne by the buyer. However, inspection & testing charges for the failed batches shall be borne by the seller.

   g) In the event of the samples of medicines supplied fails in quality tests or found to be not as per specifications, the buyer will send second sample to the 2nd Govt. approved /NABL accredited lab. If the second sample fails, the batch will be rejected but if the second sample passes then third sample will be sent to the designated Appellate lab for the medicines and decision of the Appellate lab will be final.

   h) In the event of the samples of medicine supplied finally fail in quality tests or found to be not as per specifications, the seller will have to replace the rejected batch with fresh stock duly inspected within 3 months. If not replaced, the buyer will be at liberty to purchase from other source and recovery to be made from the seller and action to blacklist the company/cancellation of the Drug license will also be initiated.

10. Warranty

    Each supply shall be accompanied with a "Warranty Certificate" as specified below, duly signed by the Seller as under.

    WARRANTY CERTIFICATE:

    I/We, _____ (name of the seller), hereby declare that the medicines sold to the _____(name of the buyer) under this supply order (No. of the supply order with date) are of the best quality (and workmanship) and strictly in accordance with specification and particulars mentioned and I/we hereby guarantee that the said medicines would continue to conform to the description and the quality for a period as specified in the Gazette of India No. 605, dated 20/10/2009 & 16-08-2016 from the date of delivery of the said medicines to the buyer and that notwithstanding the fact that the buyer may have inspected and or approved the said medicines, if during the aforesaid period, discovered not conforming to the description and quality aforesaid or have deteriorated (the decision of the buyer in this behalf will be final and conclusive), the buyer will be entitled to reject the said medicines of such portion thereof as may be discovered not conforming to the said description and quality. On such rejection, the medicines will be at the seller's risk and all provisions herein contained relating to the rejection of medicines etc., shall apply. In the event of replacement of rejected medicines by the seller, the above-mentioned guarantee period shall as apply to the medicines replaced from the date of replacement thereof, otherwise the contractor shall pay to the buyer such damages as may arise by the reasons of the breach of the conditions here in contained. Nothing here in contained shall prejudice and other right of the buyer in that behalf under this supply order or otherwise.

    (Signature name & designation and date with rubber stamp)

11. The classification of defects into different categories will as per guidelines issued by the Drugs Controller of India and action will be taken accordingly.
12. If the seller, having been notified, fails to replace rejected medicines with fresh medicines within 3 months, the buyer may proceed to take such remedial action as may be necessary at the seller's risk and expense and without prejudice to other rights which the buyer may have against the seller under the contract.
13. Loss or premature deterioration due to biological and other activities during the life potency of the medicines shall have to be made good by the seller free of cost or shall have to refund the cost of rejected medicine.
14. Recalls- If medicines must be recalled because of problems with medicines, the seller will be obliged to notify the buyer, providing full details about the reason leading to the recall, and shall take steps to replace the medicines in question at seller's own cost at the ultimate destination with a fresh batch of acceptable medicine or withdraw and give a full refund if the medicine has been taken off the market due to safety issues.
15. Maximum lead time will be 60 days from date of receipt of order and delivery will commence there after.
16. It is the responsibility of the seller to intimate Government e-Marketplace (GEM) about any quality complaints of the medicines reported by any buyer/consignee.
17. Order should be placed for the quantities in multiples of the primary packing.
18. The seller shall not be blacklisted / debarred / banned by any State Governments U.T. / Central Government/Corporations/Local Government Bodies in the preceding 3 years.
19. Seller shall not sell the product(s) for which the firm / company has been blacklisted/debarred/de-registered/banned by any State Government / Central Government / its Drug procurement agencies due to quality failure of the medicines.
20. During the period of contract if the firm / Company is blacklisted/debarred/deregistered/banned by any State Government / Central Government / its Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to buyer along with relevant authentic document by seller within one month.
21. Each supply of medicines shall be accompanied with batchwise quality analysis report from government approved /NABL accredited laboratory. This report shall contain specific tests for Identity, Purity, Quality and Strength of the ingredients used in the medicine as per Ayurvedic Pharmacopeia in case of Ayurvedic medicines and Unani Pharmacopeia in case of Unani medicines.
22. Packing and Marking

a) All containers meant for packing is required to be secured with pilfer proof seal to ensure genuineness of the product packed. With each consignment the seller should give an undertaking that material used is of food grade / HDPE material if supplied in plastic bottle.
b) For secondary packing, material is required to be corrugated boxes having "A" grade paper i.e. Virgin, and packed in first-hand boxes only, with suitable flute, joint, stitching, flap, tape. The box should be of 5 ply with bursting strength of 9Kg / cm2
c) Weight/volume of the medicines to be mentioned on the inner packing. Weight & other technical requirements shall adhere to as per the pharmacopoeia standard applicable i.e. A.F.I. in case of Ayurveda and N.F.U.M. in case of Unani medicines.

23. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC & GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure drugs/medicines are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede specific Special Terms and Condistions (STC) which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

2. General Terms and Conditions-

2.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable