

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-08-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-08-2026 15:30:00
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 Welfare
संगठन का नाम/Organisation Name	All India Institute Of Medical Sciences (aiims)
कार्यालय का नाम/Office Name	Aiims, New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :shyamal.barua@aiims.gov.in Buyer Email id: abhishek@aiims.gov.in
कुल मात्रा/Total Quantity	4800
वस्तु श्रेणी /Item Category	Health Supplements, Nutraceuticals and Food for Special Dietary Use (V2) (Q3)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation 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 clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	30000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Accounts officer
Aiims, New Delhi
(Aiims Cnc Accounts)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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 relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder

seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- 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

Health Supplements, Nutraceuticals And Food For Special Dietary Use (V2) (4800 packet)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 25% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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 मूल्य /Bid Requirement (Allowed Values)
General	Type	Food for Special Dietary Use
	Sub-Type	Protein Powder
	Flavour of Women's Protein Powder / Kids Protein Powder / Protein Powder / Pre-Workout Powder / Lean Shake Powder	Chocolate, Coffee, Mango, Strawberry, Vanilla, Unflavoured
	Type of Protein Powder	Pea Protein, Soy Protein, Whey Protein, Mixed Protein (Vegetarian + Vegan)
	Sugar Content	No Added Sugar
Governing Standards and Certifications	Compliance to FSSAI Standards & Availability of valid FSSAI License	Yes
	Compliance to Good Manufacturing Practice as per FSSAI	Yes
	Compliance to Hygienic and Sanitary Requirements as per FSSAI Regulations	Yes
Packing and Marking	Packing Size	400 gm
	Packaging	As per Food Safety and Standards (Health Supplements, Nutraceuticals, Food for Special Dietary Use, Food for Special Medical Purpose, Functional Food and Novel Food) Regulations, 2016
	Labelling and Display	As per Food Safety and Standards (Health Supplements, Nutraceuticals, Food for Special Dietary Use, Food for Special Medical Purpose, Functional Food and Novel Food) Regulations, 2016
	Residual Shelf Life	Agree to provide product with residual shelf life of not less than 75% at the time of supply
Test Reports	Agree to provide all relevant documents Test Report/supporting document /reports etc to the buyer at the time of Supply/Bid	Yes

Additional Specification Parameters - Health Supplements, Nutraceuticals And Food For Special Dietary Use (V2) (4800 packet)

Specification Parameter Name	Bid Requirement (Allowed Values)
Complete Balanced formula: Specification 1	Energy density: 1 kcal/ml (isocaloric) Protein 15% of total calories derived from mixed protein sources (whey, casein, and soy protein) Fat 30% of total calories derived from vegetable oils and carbohydrates 55% of the total calories Containing FOS (fructo-oligosaccharides), prebiotic ≥ 3.5 g per 100 g
Complete Balanced formula: Specification 2	Lactose-free, trans fat-free, and gluten-free Suitable for both oral administration and (RT) feeding, easy miscibility in hot as well as in cold water FSSAI approved
sample	The Selection should be made on the basis of evaluation of sample submitted by the bidder firm therefore, the firm must have to submit advance sample 3 Pcs for quality verification before the last date of bid . The bid details should be mentioned on sample. Without advance sample participation will not be consider and rejected
Address	Sample should be address to Stores Officer, and submit to Room No. 17, 1st Floor cnc store section , New Pvt. Ward Building, Near Dr. R.P. Center, AIIMS, Ansari Nagar, New Delhi-110029

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	Abhishek Singla	110029,1st Floor , New Pvt. Ward, Store Section (CN Centre) , AIIMS, Ansari Nagar, New Delhi,	मात्रा /Quantity	प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			500	1	15
			400	60	80
			400	120	140
			400	180	200
			400	240	260
			400	300	320
			400	360	380
			400	430	450
			400	490	510
			400	550	570
			400	620	635
			300	680	700

Special terms and conditions-Version:1 effective from 10-02-2026 for category Health Supplements, Nutraceuticals and Food for Special Dietary Use (V2)

1. Buyer should verify the validity of FSSAI license of Original Product producer/OEM/Retail supplier at the time of supply.
2. An advisory warning 'NOT FOR MEDICINAL USE' prominently written on items related to "Health Supplements", "Nutraceuticals" and "Food for Special Dietary Use"
3. (a) The words "FOOD FOR SPECIAL DIETARY USE" followed by "Food for....." (mentioning the particular physiological or health condition)"

(b) a statement "For weight control and management" in close proximity to the name of the articles of food specially prepared for weight management and control.

(c) A statement "FOR SPORTSPERSON ONLY" in close proximity to the name of the articles of food, "Recommended to be used under medical advice by a physician or certified dietician or nutritionist only" and the logo as specified in FSSAI Chapter 6 (Food Safety and Standards (Health Supplements, Nutraceuticals, Food for Special Dietary Use, Food for Special Medical Purpose, Functional Food and Novel Food) Regulations, 2016) for the article of food specially prepared for sportsperson.

(d) a statement that the product is not to be used by pregnant, nursing and lactating women or by infants, children, adolescents and elderly, except when medically advised

(e) Any other rule which is not mentioned here but mentioned in FSSAI Chapter 6 (Food Safety and Standards (Health Supplements, Nutraceuticals, Food for Special Dietary Use, Food for Special Medical

Purpose, Functional Food and Novel Food) Regulations, 2016) should also be adhered to.

4. Buyer should also verify the expiry of the product and ensure that it is well within the residual shelf life period mentioned in the product specification.

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

1. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
2. Make in india specific authorisation certificate needs to be enclosed.
3. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

4. Certificates

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sl. No.	Description	Bid Requirement
1.	Bid Publishing Days	21 days

2.	Mandatory Documents Required from the seller	1. ATC Acceptance/Tender Acceptance Form 2. OEM Authorization Certificate and should be specific to bid number (With Make/Brand of Quoted item) . The Original Equipment Manufacturer (OEM) or their authorized bidder shall quote only one make/model per bid and OEM must not authorize multiple bidders for multiple makes/models within a single bid. Any such submissions will result in disqualification of all associated bidders. 3. Compliance Sheet of specification 4. Fall clause certificate 5. Non-Black listing certificate 6. Additional certificates as requested in ATC 7. Test Report of same batch (advance sample submitted) from NABL accredited Lab to prove conformity to the specification 8.. Integrity Pact to be submitted as part of technical bid on Rs. 100/- non-judicial stamp paper & notarized.
3	Sample Clause	Bidder must submit advance sample before the last date of submission of bid , otherwise their bid will be cancelled
4	Risk Purchase	AIIMS reserves the right to impose risk purchase clause to meet the urgent patient care as " For delay in execution/supply we shall have every right to procure the same from Open Market and the additional cost of the same will be recovered from the payment of the vendor due under this risk purchase clause.
5.	Same IP Address	Bidders must not engage in any cartelization , if any of Bidders found Same IP address , their participation will be cancelled
6.	Specifications	Evaluation will be done on the basis of specification mentioned In ATC as well.

The bids not complying with the terms and conditions given in this document in addition to the terms and conditions of bid document will not be accepted and liable to be rejected summarily.

1. The bidder shall furnish along with its bid, Bid Security for amount as shown in the Bid document.
2. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder
3. Bid Security is required to protect the purchaser's right against the risk of the

Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

4. If during such inspections and tests, the contracted goods fail to conform to the required specifications and standards, or any deviation with the furnished sample, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser for conducting the inspections and tests again. No payment shall be made for rejected material and in case rejected goods are not removed, these will be disposed off in a manner as deemed fit by the authorities at the risk and responsibility of the suppliers without any further notice.

5. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods shall render the supplier liable to any or all of the following sanctions: i) Imposition of liquidated damages, ii) Forfeiture of its Performance Security and iii) Termination of the Contract/Purchase Orders for default. iv) Further actions by the Purchaser including debarring the bidder and manufacturer for 2 years from participating in the future tenders/ bids of AIIMS, New Delhi.

6. Supply time: Timing 2.00 P.M to 4.00 P.M (from Monday to Friday) & 11.00 A.M to 12.00 Noon (on Saturday).

7. Before making the supply, approved contract holder should ensure that all labels of cartons, ampoules, vials, bottles, jars, tubes etc. should be embossed, imprinted, stamped with letters, other requirements like "AIIMS SUPPLY NOT FOR SALE" stamp with permanent ink on each item/strip up to primary level. The supply Challan should be accompanied by test report from NABL accredited lab/Govt. Approved Lab. While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per Contract specifications etc.

8. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.

9. If the supplied item is not utilized before expiry date the supplier should replace with fresh stock of items as and when required.

10. MARKING: Each packing shall be marked with nomenclature of the drug/ item and shall be labeled in accordance with the requirement of the Drug and Cosmetics Act, 1940 and the rules made there under. Loose supplies / damaged packing / tampered or damaged labeled supplies shall not be accepted under any circumstances.

11. The Purchaser reserves the right to terminate the Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 30 days at any time during the currency of the Contract.

12. List of Pre-Qualification Documents which are essential to be submitted failing which the bid will summarily be rejected and no further communication will be entertained in this regard.

13. Zero Tolerance Policy on Substandard/Deficient Goods The Procuring Entity maintains a "Zero Tolerance Policy" against the supply of substandard, deficient, or non-conforming goods. Bidders are hereby notified that Strict Action shall be initiated against any vendor found in breach of quality standards. This includes, but is not limited to, the immediate rejection of the entire consignment and the potential for debarment/blacklisting from future tenders. All goods must strictly match the technical specifications approved in the bid. Clause 2: Stringent Penalty for Unsatisfactory Delivery In the event of a complaint regarding defective or substandard supplies, or where the goods are found to be deficient during inspection, the following penalty shall be enforced: i. Monetary Penalty: A penalty of Rs. 5,00,000/- (Rupees Five Lakh) OR 25% of the total Supply Order value, whichever is lower, shall be imposed for each instance of default. ii. Retrieval & Replacement: The vendor shall be required to retrieve and replace the entire defective consignment at their own cost and risk. This is in addition to the monetary penalty mentioned above. The "Short Purchase" provision may be invoked at the vendor's risk and cost if replacements are not provided within the stipulated time-frame. The bidder should replace the entire quantity within five (05) days (or lesser period which may be specified based on the criticality of the situation). Failing this, risk purchase shall be initiated, and the differential cost incurred shall be recovered from the bidder along with the cost of testing and it shall be liable for all items awarded to the firm under this Institute, including multiple contracts. In such cases, the EMD/Performance Security shall also be forfeited.

14. If supplies are found to be of inferior or sub-standard quality, the firm shall be liable for debarment from participation in subsequent bids/tenders of AIIMS, New Delhi, and the EMD/Performance Security shall be forfeited.

15. Risk Purchase Clause AIIMS is committed to ensuring uninterrupted patient care and maintaining the quality and timely availability of all the patient necessary medical items. To safeguard this objective, AIIMS reserves the right to invoke the Risk Purchase Clause in case of non-performance or default by the selected bidder (L-1). I. The Risk Purchase Clause may be invoked under the following circumstances: a) Delayed Supply Execution: If the supplier fails to deliver the ordered goods within the stipulated timeline as per the delivery schedule of contract and terms and conditions. b) Sub-standard or Non-Conforming Supplies: If the supplied materials, upon inspection or usage, are found to be of inferior quality, noncompliant with the agreed specifications, or otherwise unacceptable in which within 2 hours of receiving of complaints, the risk purchase may be implemented. c) Failure to Supply: If the supplier expresses its inability to supply the ordered goods in part or full, or if the supplier defaults due to financial, logistical, or operational issues. II. Risk Purchase Execution: a) In the event of any of the above-mentioned conditions, AIIMS will procure the required items from the open market or through local purchase to prevent any disruption in patient care services. b) AIIMS will duly notify the L-1 bidder regarding the default and the subsequent decision to procure from alternative sources. c) The procurement will be done at the prevailing market rate, which may be higher than the contracted rate of the L-1 bidder. d) The cost incurred by AIIMS due to such alternative procurement shall be recovered from the L-1 bidder by, i. Adjustment from pending payments of the contracted supplier. ii. Forfeiture of Performance Bank Guarantee (PBG), in part or full. iii. Any other legal or financial recourse available under the contract. iv. Repeated failure or serious default may lead to cancellation of the contract, and AIIMS may take actions like debarment/blacklisting the supplier, prohibiting their participation in future tenders, as deemed appropriate by the institution. III. Legal Implications: AIIMS retains the right to take legal action against the defaulting supplier, as per the governing laws and contract provisions.

16. The bidder (manufacturer & distributor (wherever applicable) must submit a

n undertaking stating that if the price of the quoted product decreases during the contract period, AIIMS must be informed, and the reduced price must be applied

17. In compliance with the Department of Expenditure's Order (Public Procurement No. 1) dated 23rd July 2020, under Rule 144 (xi) of the General Financial Rules (GFR) 2017, bidders are required to submit a certificate regarding their eligibility concerning procurement restrictions from countries sharing a land border with India. This includes a declaration of compliance and, if applicable, a copy of the registration with the Competent Authority. Failure to provide this certification or submission of false information may result in immediate termination of the bid/offer and potential legal action by the procuring entity, AIIMS New Delhi.

6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.

12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a 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 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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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 कार्यवाई का आधार होगा।/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.

---धन्यवाद/Thank You---