बिड संख्या/Bid Number: GEM/2026/B/8147544
दिनांक /Dated: 02-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 18:00:00
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 Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :debasisbaner.978a@gov.in Buyer Email id: apurbamandal.095k@gov.in
कुल मात्रा/Total Quantity	418
वस्तु श्रेणी /Item Category	Tetanus Toxoid with Adult Diphtheria (Td) Vaccine under Universal Immunization Programme of MoHFW (Q1)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	0.5 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	4 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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	104793
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	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a).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.

लाभार्थी /Beneficiary :
Commanding Officer
Military Hospital panaji,Bambolim Military Camp.,Opposite Goa Medical College(GMC),North Goa-403201 (Commanding Officer)

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	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele 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

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. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. 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.

7. **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.
8. 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.
9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, 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 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

Tetanus Toxoid With Adult Diphtheria (Td) Vaccine Under Universal Immunization Programme Of MoHFW (418 dose(s))

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% 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)
PRODUCT INFORMATION	Vaccine type	Tetanus toxoid with adult diphtheria (Td) Vaccine
	Conformity to technical specifications including Quality assurance , labeling, marking, packing etc	As per detailed Technical Specifications uploaded in GeM Portal
	Uploaded technical specification has been seen, read and understood	Yes
	Compliance to uploaded Technical Specifications	Yes
	Compliance to uploaded Special Terms and Conditions	Yes
	The label on each vial should include Vaccine Vial Monitor (VVM) designed to meet the heat stability curve of the vaccine supplied as specified in uploaded technical specifications	Yes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Conformity to technical specifications of Vaccine Vial Monitor (VVM)	As per Annex I of uploaded Technical Specifications in GeM Portal
	Temperature Monitoring Device included in all vaccine shipments to document whether temperature limits have been exceeded as specified in uploaded technical specifications	Yes
	Conformity to technical specifications of Temperature Monitoring Devices	As per Annex II of uploaded Technical Specifications in GeM Portal
	Scope of supply covers all components complete as per uploaded technical specifications	Yes
	Dose package	As per uploaded Technical specifications
CERTIFICATIONS & REPORTS	Product approved from the statutory authority in its country of origin	Yes
	Availability of valid drug license for the product issued from the competent regulatory authority defined under Drugs & Cosmetics Act, 1940 & Rules there under as amended till date	Yes
	Submission of all necessary certifications, licenses and test reports to the buyer	Yes
SHELF LIFE	Shelf life of the vaccine	As per uploaded Technical Specifications on GeM Portal
ADDITIONAL REQUIREMENT	Additional Requirement	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	View

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********North Goa	418	15

Special terms and conditions-Version:1 effective from 14-11-2025 for category Tetanus Toxoid with Adult Diphtheria (Td) Vaccine under Universal Immunization Programme of MoHFW

1. **Special Terms and Conditions for Vaccines under Universal Immunization Programme (UIP)**

    1. All Provisions of Drugs and Cosmetics Act, 1940 as amended till date and rules made there under will always be applicable.
    2. The purchase shall be made through bidding/RA only irrespective of the value.
    3. The foreign manufacturer is permitted to bid through its Agent in India (as per Drugs and Cosmetics Act and Rules).Supplies should be made directly by the bidder and not through any other Agency/Dealer/Distributor.
    4. Vaccines must fully comply in all respect with the uploaded Technical specifications and in accordance with the Pharmacopoeia standards wherever applicable.
    5. Domestic as well as foreign primary manufacturers (or the Agent thereof in terms of Drugs and Cosmetics Act 1940) are eligible to participate in the BID. (Primary manufacturer is a manufacturer that performs all the manufacturing and processing operations needed to produce goods in their appropriate dosages form, including processing, blending, formulating, filling, packing, labelling and quality testing).
    6. The production capacity of the manufacturer of the offered vaccine should be at least 20% of the required quantity of the item.
    7. **In case the bidder is a Domestic manufacturer**: The bidder must possess manufacturing license and Good Manufacturing Practices (GMP) certificate complying to the revised Schedule ‘M’ of Drugs and Cosmetics Act 1940, for the manufacturing facility which should be valid on the date of bid opening and shall remain valid till the date of completion of supply.

    In case the bidder is a foreign Manufacturer (or it’s Agent in terms of Drugs and Cosmetics Act 1940):

    In case the bidder itself is a foreign vaccine manufacturer, it must possess WHO PQS certification for the manufacturing facility of the offered vaccine which should be valid on the date of bid opening and shall remain valid till the date of completion of supply.

    In case the authorized agent of the (WHO PQS certified) foreign vaccine manufacturer is the bidder, then he shall be responsible for supply of the offered vaccine in India. He must fulfil all the regulatory requirements as per the Drugs & Cosmetics Act 1940 and submit all the supporting documents along with the bid.

    8. **In case the bidder is a Domestic manufacturer:**

    Bidder should not have been convicted. A certificate from the State Drug Authorities should support this.

    In case the bidder is a foreign Manufacturer (or it’s Agent in terms of Drugs and Cosmetics Act 1940):

    The bid must be accompanied with non-conviction certificate of the foreign manufacturer issued by the regulatory authority for manufacturing of the Drugs in the country of origin of the offered vaccine.

    9. For all regulated products the bidder should have at least two years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the bid. However, this would not apply to regulated products which have been licensed by DCGI less than two years ago. A certificate from DCG (I) shall be required for all new regulated products to this effect.
    10. The bidder shall submit the Market Standing Certificate issued by the Licensing Authority to the buyer.
    11. The bidder shall submit the Production Capacity certificate issued by the licensing authority to the buyer.
    12. The bidder shall submit the valid Non –conviction certificate issued by the Licensing Authority to the

buyer.

13. The bidder should have Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life.
14. Bid should not be submitted by the firm/company for the product(s) for which the firm / company has been blacklisted/debarred/deregistered/banned by any State Government / Central Government / its Drug procurement agencies or if the Firm/Company is debarred as a whole by any of these agencies.
15. 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 supplier within one month.
16. In case of offered imported drugs/stores, the successful bidder shall be entirely responsible for import of offered drugs/stores, custom clearance, payment of customs duty and delivery of the same at the consignee's place. Please note that in case of imported drugs/stores, the successful bidder after import in India shall arrange necessary storage (at his own cost) for the same. The successful bidder shall also arrange necessary facilities for inspection of imported drugs/stores. Only after satisfactory inspection and independent quality control laboratory batch analysis (as per clause 17 and the sampling plan specified in this document), the successful bidder shall be permitted to dispatch such imported drugs/stores to the consignee's place.

In case of offered indigenous drugs/stores, the successful bidder shall be entirely responsible to offer the same for inspection at the manufacturer's facility. The successful bidder shall also arrange necessary facilities for inspection of offered drugs/stores. Only after satisfactory inspection and independent quality control laboratory batch analysis (as per clause 17 and the sampling plan specified in this document), the successful bidder shall be permitted to dispatch the offered drugs/stores to the consignee's place.

17. **Inspection, Testing and Quality Control**
    - The buyer and/or its nominated representative(s) will, without any extra cost to the buyer, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The buyer shall inform the supplier in advance, in writing, the buyer's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
    - The Technical Specification and Quality Control and Sampling Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance to the buyer's inspector at no charge to the buyer.
    - If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the buyer's inspector 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 buyer and resubmit the same to the buyer's inspector for conducting the inspections and tests again.
    - In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the buyer's inspector well ahead of the contractual delivery period, so that the buyer's inspector is able to complete the inspection within the contractual delivery period.
    - If the supplier tenders the goods to the buyer's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the buyer under the terms & conditions of the contract.
    - The buyer's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by buyer's inspector during pre-dispatch inspection mentioned above.
    - Goods accepted by the buyer/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute buyer's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under Clause 18.
    - **INSPECTION (Vaccines) :**

1. Every batch proposed to be supplied against the bid would be tested at an approved laboratory i.e CDL Kasauli and cleared by the Inspecting Officer after inspection.
2. **Life at the time of supply:** At the time of supply to the consignee, the shelf life of vaccine should

not have crossed more than 6 months from the date of manufacturing.

1. **Inspection authority**: Drug Controller General of India
2. **Inspecting Officer**: To be specified in NoA. However, the Assistant Director General, Medical Store Depot of the area concerned or the District Health/Family Welfare Officer of the district, the District Immunization Officer are generally authorized to carry out the inspection.
3. **Pre inspection by the suppliers**

Manufacturers/contractors should satisfy themselves that the stores are in accordance with the terms of the contract and fully conform to the required specifications before tendering them for inspecting to the officer nominated under the terms of contract. If this inspector finds that the pre-inspection has not been carried out or on examination of any sample from any portion of the consignment if the materials are not found to fully conform to the particulars governing the supply, the entire consignment shall be rejected.

A declaration by the contractor that necessary pre-inspection has been carried out of the stores tendered for inspection will be submitted along with the challan. Test protocols for tests carried out will be submitted along with the offer for inspection.

18. **WARRANTY**
    - The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the buyer in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the buyer's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
    - This warranty shall remain valid for 24 months after the goods or any portion thereof as the case may be, have been delivered to the final destination and accepted by the buyer in terms of the contract, unless specified otherwise.
    - In case of any claim arising out of this warranty, the buyer/consignee shall promptly notify the same in writing to the supplier.
    - Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified) repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the buyer for such replaced parts/goods thereafter.
    - In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the buyer.
    - If at any time during the shelf life of the stores the samples drawn from the batches in stock are declared not conforming to the specifications, the buyer shall stop the use of the quantity in stock and the supplier shall replace or cause to replace within a period of one month of quantity remain unused, which shall be free replacement.

The above warranty will also apply to replacement batches.

- Replacement has to be made for any defects observed by the buyer within one month or the time specified by the buyer considering the manufacturing process for a particular vaccine.
- If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified), the buyer may proceed to take such remedial action(s) as deemed fit by the buyer, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the buyer may have against the supplier.

19. **QUALITY CONTROL AND SAMPLING PLAN REQUIREMENTS**
    - When the products are ready for the shipment, supplier shall inform Ministry of Health & Family Welfare (MOHFW) through an offer slip, which contains at least the following details, along with the certificate of Analysis (COAs) of each batch that are being ready for inspection.

1. Description of the product
2. Batch Number/ Lot Numbers

- Batch Quantity/ Lot Quantity
- After reviewing the offer slip and COAs, MOHFW shall depute their personnel to draw random samples from the offered batches.
- Personnel carrying out the inspection and sampling are having the right to verify the batch records or any other document which may bear impact on the product quality of offered batches/ to conduct and audit before commencing the inspection and sampling.
- Three sets of sample of required quantity as per the sampling plan will be drawn at random from

each batch by the personnel deputed by the MOHFW at the manufacture's premises.
- One set of sealed sample shall be sent to an independent laboratory that is identified by the MOHFW to confirm whether the goods conform to the prescribed specification. One set of sealed sample shall be retained with the manufacturer as counter sample. The Govt control set shall be retained with the manufacturer in case of vaccine. The three sets of samples will be packed, sealed and duly signed by the inspecting personnel with the time and date of sampling.
- Only after receiving the satisfactory reports from the testing laboratories, manufacturer shall be allowed to dispatch the goods that are confirming the product requirement as per the standards mentioned in the bid document.
- Manufacturer shall arrange the extra products from each batch to replenish the batch quantity after taking the random sampling. The cost of the samples will be borne by the supplier.

20. **Packing**
- The vaccines shall be supplied strictly in the packaging specified in the uploaded Technical specifications.
- The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- Packing instructions: Unless otherwise mentioned in the Technical Specification and Quality Control Requirements, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

1. Contract number and date
2. Brief description of goods including quantity
3. Packing list reference number
4. Country of origin of goods
5. Consignee's name and full address
6. Supplier's name and address

21. The bidders shall be responsible to arrange safe delivery, at the consignee's addresses mentioned in supply order maintaining the cold chain.

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

1. **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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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 कार्रवाई 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---