

ONLINE TENDER
FOR PROCUREMENT OF bOPV VACCINE
FOR UIP

A.	B.	C.	D.
CMSS Tender No.	Items	Old GeM Bid No.	Re-tender/New GeM Bid No.
CMSS/PROC/2025-26/UIP/031	PROCUREMENT OF bOPV FOR UIP	GEM/2025/B/6812744 Dated 22.10.2025	GEM/2025/B/6936961 Dated 27.11.2025

Note:

- 1. GeM Bid no. GEM/2025/B/6812744 dated 22.10.2025 for CMSS Tender No. CMSS/PROC/2025-26/UIP/031 dated 22.10.2025, has been cancelled. For the same CMSS tender, the bid has been re-published on GeM with GeM Bid No. GEM/2025/B/6936961 dated 27.11.2025. Terms and conditions of CMSS tender referred above shall remain the same.**
- 2. Bidders are requested to submit the Bid Security and all other documents required as per terms and conditions of the tender with reference to Re-published/New GeM Bid No. GEM/2025/B/6936961 dated 27.11.2025.**
- 3. Pre-bid meeting held on 29.10.2025 with respect to Old GeM Bid No. GEM/2025/B/6812744 dated 22.10.2025 shall be considered for current bid no. GEM/2025/B/6936961 dated 27.11.2025. Hence, Pre-Bid for Re-published/New GeM bid shall not be conducted separately. Minutes of the Pre-Bid held on 29.10.2025 would be published accordingly.**

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-12-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-12-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (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	Central Medical Services Society (cmss)
कार्यालय का नाम/Office Name	Ii Floor Viswayuvak Kendra Chanakyapuri
कुल मात्रा/Total Quantity	525000000
वस्तु श्रेणी /Item Category	BOP Vaccine under Universal Immunization programme of MoHFW (Q1)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1631 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	1631 Lakh (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	BOP Vaccine under Universal Immunization programme of MoHFW
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
क्या पार्ट क्वांटिटी बोली लगाने की अनुमति है? / Is Part Quantity Bidding Allowed?	Yes
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation/
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	65268000
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	16317000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c).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 :

Central Medical Services Society
II Floor Viswa Yuvak Kendra Chanakyapuri, Department of Health and Family Welfare, Central Medical Services Society (CMSS), Ministry of Health and Family Welfare
(Central Medical Services Society)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	5
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	60:40

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.

2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above 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 bidder 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.
4. 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.
5. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. 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. 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. 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.

पार्ट क्वांटिटी बोली लगाना / Part Quantity Bidding

Buyer has allowed part quantity bidding, bidders can offer maximum quantity that they can deliver keeping in mind their capacity and delivery period requirements. The offer quantity has to be more than minimum bid quantity as specified by the Buyer in the bid. Offers with quantity less than Minimum are liable to be rejected. It may however be noted that there is no guarantee that full offer quantity will be ordered by the buyer. Quantity to be ordered by the buyer will depend on various factors including the Ranking of the bidder, Offered quantity, Splitting criteria indicated by the buyer in the bid and the requirement of the buyer to have multiple sources of supply for ensuring supply chain etc. Sellers would be notified about likely order quantity or range of possible order quantity at the time of price match request made by the buyer. ward of contract will be subject to acceptance of price match request along with min / max offer quantity as decided by the Buyer.

6. 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.

जीएसटी की धारा 9(3)/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this

Bid.

जीएसटी की धारा 9(3)I / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	Bop Vaccine Under Universal Immunization Programme Of Mohfw	420000000
Schedule 2	Bop Vaccine Under Universal Immunization Programme Of Mohfw	105000000

विक्रेता से आवश्यक मदवार न्यूनतम क्षमता / Itemwise Minimum Capacity Required From Seller

S.N o.	Schedule Name	Item Category	Item Quantity	Minimum Capacity
1	Schedule 1	BOP Vaccine under Universal Immunization programme of MoHFW	420000000	210000000
2	Schedule 2	BOP Vaccine under Universal Immunization programme of MoHFW	105000000	105000000

BOP Vaccine Under Universal Immunization Programme Of MoHFW (420000000 dose(s))

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	Bivalent oral Polio vaccine(boPV)
	Conformity to technical specifications including Quality assurance , labeling, marking, packing etc	As per detailed Technical Specifications uploaded in GeM Portal

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	GST Cess 2 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	5%	5 (INR) - Per Unit	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	View
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anurodh Singh	110021,Second Floor , Viswa Yuvak Kendra , Chanakyapuri New Delhi -110021	420000000	730

BOP Vaccine Under Universal Immunization Programme Of MoHFW (105000000 dose(s))

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	Bivalent oral Polio vaccine(boPV)
	Conformity to technical specifications including Quality assurance , labeling, marking, packing etc	As per detailed Technical Specifications uploaded in GeM Portal

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	GST Cess 2 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	5%	5 (INR) - Per Unit	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	View
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anurodh Singh	110021,Second Floor , Viswa Yuvak Kendra , Chanakyapuri New Delhi -110021	105000000	730

Special terms and conditions-Version:1 effective from 14-11-2025 for category BOP Vaccine under Universal Immunization programme of MoHFW

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

- All Provisions of Drugs and Cosmetics Act, 1940 as amended till date and rules made there under will always be applicable.
- The purchase shall be made through bidding/RA only irrespective of the value.
- 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.
- Vaccines must fully comply in all respect with the uploaded Technical specifications and in accordance with the Pharmacopoeia standards wherever applicable.
- 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).
- The production capacity of the manufacturer of the offered vaccine should be at least 20% of the required quantity of the item.
- 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

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. **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.
 3. **Inspection authority:** Drug Controller General of India
 4. **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.
 5. **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

1. 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.
2. 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.
3. In case of any claim arising out of this warranty, the buyer/consignee shall promptly notify the same in writing to the supplier.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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

1. 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
 3. Batch Quantity/ Lot Quantity
2. After reviewing the offer slip and COAs, MOHFW shall depute their personnel to draw random samples from the offered batches.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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

1. The vaccines shall be supplied strictly in the packaging specified in the uploaded Technical specifications.
2. 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 transshipment (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.
3. 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.
4. 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 have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---