

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|--|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 06-02-2026 14:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 06-02-2026 14:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 180 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Andaman & Nicobar |
| विभाग का नाम/Department Name | Health Department Andaman & Nicobar |
| संगठन का नाम/Organisation Name | N/a |
| कार्यालय का नाम/Office Name | Directorate Of Health Services |
| कुल मात्रा/Total Quantity | 10000 |
| वस्तु श्रेणी /Item Category | Tetanus Toxoid with Adult Diphtheria (Td) Vaccine under Universal Immunization Programme of MoHFW (Q1) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 2 Year (s) |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover | Yes Complete |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover | Yes Complete |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 | 2 |

बिड विवरण/Bid Details

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| 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 | 2 |
| 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 | 4 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 | 39848 |

ईपीबीजी विवरण /ePBG Detail

| | |
|---|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%) | 5.00 |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 6 |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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.

लाभार्थी /Beneficiary :

DDO

Directorate of Health Services, Health Department Andaman & Nicobar, N/A,
(Senior Accounts Officer)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

| | |
|---|----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | No |
|---|----|

एमआईआई खरीद वरीयता/MII Purchase Preference

| | |
|--|----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |
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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 Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
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.
7. 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 (10000 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 | 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 |
| | 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 |

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|------------------------|--|---|
| | 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.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारंभ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days) | | |
|-------------------|---|---|---|--|---|
| | | | मात्रा /Quantity | प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after | डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by |
| 1 | N. Barathi | 744104, Central Medical Store, Directorate of Health Services Andaman & Nicobar Administration | 5000 | 1 | 45 |
| | | | 5000 | 91 | 136 |

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 manufacturer'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 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.

- 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. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% 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.

2. **Scope of Supply**

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

3. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. OEM Authorization Certificate.
2. Copy of Valid Drug License for manufacturing/import of the product issued by the competent authority defined under Drugs & Cosmetic Act, 1940 and Medical Devices Rules, 2017 as amended till date.
3. In case of reseller, copy of the valid drug license for sale or distribution of the reseller alongwith Drug License of Manufacturer may also be uploaded.
4. Good Manufacturing Practice Certificate of the Manufacturer.
5. The bidder shall submit the "Notarized Undertaking" in the format Annexure-I.
6. Bidder/Seller shall submit a valid non-Conviction certificate issued by the Concerned Drug Licensing authority to the buyer at the time of bid submission. The certificate must have been issued within 12 months of

from the date of technical opening of the bid.

7. Turnover during last 03 year duly authorized by Chartered Accountant.

8. PAN & GST certificate of the firm.

9. The bidder shall submit 02 years of experience in supply of medicines to Government/PSU undertaking enterprises.

5. Buyer Added Bid Specific ATC

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

6. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Senior Accounts Officer
payable at
Directorate of Health Services

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Senior Accounts Officer, Directorate of Health Services

The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Senior Accounts Officer, Directorate of Health Services

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

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 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.

[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---