

**BRIHANMUMBAI MUNICIPAL CORPORATION**

Central Purchase Department

566, N.M. Joshi Marg, Byculla, Mumbai 400 011.



**FOR THE SUPPLY OF**

**Tab. Abacavir 300mg  
for**

**The Contract Period  
From the date of Sanction to 1 Year**

**Tender No. 7200037100**

**To**

**ART CENTERS IN MUNICIPAL MEDICAL COLLEGES,  
& GENERAL HOSPITALS**

**B.M.C.**

**MUMBAI**

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**Sd/- 07.10.2022**  
**OSD (PHP) CPD**

**BRIHANMUMBAI MUNICIPAL CORPORATION**

CENTRAL PURCHASE DEPARTMENT

566, N.M. Joshi Marg, Byculla, Mumbai 400011

e-PROCUREMENT TENDER NOTICE

**No. OSD/PHP/12/CPD Dt.07.10.2022**

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender as given in following table in three packet system i.e. packet A, B & C. The tender copy can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) under "For partners- Tender Manual" section.

All the interested Tenderers, are required to be registered with BMC for e-Tendering process. Tenderers not registered with BMC, before can apply online by clicking the link ' Online Vendor Registration application' under the 'For partners' tab of BMC portal.

The Tenderer can get digital signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and eMudhra.

The technical and commercial Tenders shall be submitted online up to the end date & time mentioned below.

| Sr. No. | Description  | E-Tender Price (Rs.)  | EMD Rs.             | Start date and time for downloading of Tenders | Due date & time for online Tender submission |
|---------|--|---|---------------------|--|--|
| 1       | Supply of Tab.<br>Abacavir 300mg<br>Bid No. 7200037100 | <b>Rs. 10,400/- of<br/>+ 18% GST Tax<br/>(i.e. Rs. 1872/-)<br/>= Rs. 12,272/-</b> | <b>Rs. 20,000/-</b> | <b>10.10.2022</b>                              | <b>17.10.2022<br/>up to 16.00<br/>hours</b>  |

**Note: Last date for payment of Earnest Money Deposit (EMD) on line is on or before due date and time prescribed.**

The tenderer shall have to pay "**Tender Fee**" of **Rs.10,400/- + 18% GST Tax** through online payment gateway before downloading the tender documents.

**The tender document is available on B.M.C. portal (<http://portal.mcgm.gov.in>) along with this tender notice. However, the tenderer shall have to pay “e-tender price” through online payment gateway before downloading and uploading the tender document in SRM Module.**

**Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed. The Tenderer having standing deposit shall also have to pay full EMD amount online.**

The tender duly filled in should be uploaded & submitted online on or before the end date of submission. The Packet ‘A’, Packet ‘B’ & Packet ‘C’ of the tenders will be opened as per the time-table shown in the Header Data in e - tender. If there are any changes in the dates, the same will be displayed on the BMC’s portal (<http://portal.mcgm.gov.in>)

The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or no account of any matter or thing arising out of concerning or related to the tender or the Tendering Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-tender(s) without assigning any reason at any stage.

Tenderers shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal only. No corrigendum will be published in the local newspaper.

Scroll down for further details of tender manual and schedule copy.

**By Order of the  
Municipal Commissioner of Greater Mumbai  
Sd/- 07.10.2022  
OSD (PHP) C.P.D.**

## HEADER DATA

|  |  |
|--|--|
| <b>Sch. No.</b>  | No. OSD/PHP/12/CPD Dt.07.10.2022   |
| <b>Tender No.</b>  | 7200037100   |
| <b>Name of Organization</b>  | Brihanmumbai Municipal Corporation   |
| <b>Subject</b>   | Supply of Tab. Abacavir 300mg  |
| <b>Earnest Money Deposit</b>   | <b>Rs. 20,000/-</b>  |
| <b>Start date</b>  | <b>10.10.2022</b>  |
| <b>End date &amp; time of Tender Submission and for receipt of EMD</b> | <u>17.10.2022</u> upto 16:00 hrs.  |
| <b>Opening of Packet 'A &amp; B'</b>                                   | <u>Opening Date Of Packet 'A' - 20.10.2022</u> at 16:00 hrs.<br><u>Opening Date Of Packet 'B' - 20.10.2022</u> at 16:10 hrs. |
| <b>Opening of Packet 'C'</b>   | <u>31.10.2022</u> at 14:00 hrs.  |
| <b>Address for Communication</b>                                       | Central Purchase Department, Byculla, Mumbai-400 011   |
| <b>Website</b>   | <a href="http://portal.mcgm.gov.in">http://portal.mcgm.gov.in</a>  |

**This tender document is not transferable -**

## **PREAMBLE**

The Brihanmumbai Municipal Corporation invites Tenders from the Manufacturers / Importer for the supply of Tab. Abacavir 300mg to the Municipal Hospitals, and Maternity Homes & Dispensaries in Greater Mumbai as per the terms and conditions as mentioned herein and as per the provisions of the M.M.C. Act 1888 as amended till date.

## **FLOW OF ACTIVITIES OF TENDER**

1. Issue of Tender notice in the newspapers and tender notice along with tender documents on B.M.C. Portal.
2. Download the tender documents from the Tender section of B.M.C. Portal after paying online requisite tender price.
3. Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed. The Tenderer having standing deposit shall also have to pay full EMD amount online.
4. **Tenderer shall download tender document along with the tender form and all Annexures from BMC portal SRM Module to participate in tendering process. Tenderer shall fill in the requisite details, sign wherever necessary, scan the same documents, upload and submit online.**
5. Administrative & Technical offer, i.e. Packet “A & B” will be opened online on the due date and due time as stated in the Header Data in SRM.
6. Commercial Tenders i.e. Packet “C” of only those Tenderer who are found to be responsive in the evaluation of administrative and technical offers, as decided in tender committee meeting will be opened online.
7. The tender sample shall be taken from the Lowest Responsive Tenderer.
8. After tender allotment committee meeting if required tenderer will be called for negotiation.
9. Recommendations will be done to Higher Authorities and to Standing Committee for sanction to award the contract, as decided in tender committee meeting.
10. After sanction of Higher Authorities or Standing Committee, issuance of the acceptance letter to successful Tenderer.
11. Payment of contract deposit, Legal & Stationery Charges and submission of document for execution of written contract with payment of requisite stamp duty within specified time period of 30 days from the date of receipt of Acceptance Letter by successful Tenderer.
12. Supply of materials described in the specifications and as per terms & conditions.



## **Special Instructions To Tenderer of Medicine Schedule**

1. The e-Tendering process of BMC is available on Portal '<http://portal.mcgm.gov.in>'.
2. All the tender notices including e-Tender notices will be published under the 'Tenders-view' under the For Partners section of BMC Portal.
3. All the information documents are published under the "For partners- Tender Manual" of BMC Portal.
4. All the interested Tenderers, are required to be registered with BMC for e-Tendering process. Tenderers not registered with BMC, before can apply online by clicking the link 'Online Vendor Registration application' under the 'For partners' tab of BMC portal.
5. Manual offers sent by Post / Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as **invalid offers** and shall be rejected summarily without any consideration.
6. As BMC has switched to e-Tendering process, if any reference in this tender document is found as per manual Tendering process like Packet A, B, C etc., the same may please be ignored. All documents that are required to be submitted as part of Administrative & technical Tender, need to be uploaded in the folders provided for this purpose and commercial Tender need to be filled in online. ***Packet A,B and C documents should be uploaded strictly after PreTender meeting minutes are uploaded.***
7. **Affixing of digital signature at any one place, in the Tender document while submitting the Tender, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the Tender offered by the Tenderer which shall include acceptance of special directions / terms and conditions if any, incorporated.**
8. Please read carefully the document 'Articles of Agreement available in 'For partners-tab of BMC portal. As BMC upgraded to e-Tendering (SRM 7.0), all the references in this document to traditional binding process like packets A,B,C etc. may please be ignored. All documents that are required to be submitted as part of technical bid, needs to be uploaded and commercial bid need to be filled online.
9. This Document (Instructions to bidders) and the 'Articles of Agreement' which are available in Tender Manuals section of BMC portal, make part of all tender documents unless otherwise stated in the tender document.
10. Vendors need to follow the steps given below.
  - a) Open the e-tendering application by clicking the link available in 'e-Tendering' section of BMC portal.

- b) Download the 'Browser Setting' document and carry out the necessary setting and installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able work with e-Tendering application.
  - c) Login to the application with your credentials and follow the instructions given in the document 'SRM 7 Vendor Manual Percentage and Item rate' which is available in the 'For partners-tab – Tender manuals of BMC Portal.
  - d) Make payment of tender fee online and download the tender document and other relevant information documents.
  - e) Pay EMD online as per the instructions given in the Tender Notice and/or Tender Document.
  - f) Upload the administrative & technical bid documents. System will prompt for digital signature certificate while uploading the document.
  - g) Ensure that documents are uploaded properly by downloading them after upload.
  - h) Submit the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
  - i) The administrative, technical and commercial bids can submitted only online and before the due date and due time mentioned for submission of bids.
  - j) The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, Please ensure to delete the old version.
  - k) Ensure that your bid is submitted by ensuring that the 'status' of the bid in the initial bids listing screen is 'Bid submitted'.
11. All the documents and data submitted by tenderers online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the Tenderers willing to participate in e-Tendering to procure digital signature certificate of class-3 with signing and encryption.
12. Digital Signature Certificates: Tenderer can procure digital signature certificate from any of the certifying authorities (CA) in India.
13. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in For Partners tab in BMC Portal.
14. It is the responsibility of the Tenderer to maintain their computers, which are used for submitting their Tenders, free of viruses, all types of malware etc by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Tenderer should scan all the documents before uploading the same.
15. Please refer to FAQs in the For Partners tab of BMC portal for additional information.

16. Prices quoted in the commercial Tender should be "All Inclusive prices" i.e. net cost to Corporation. (Inclusive of all taxes including GST) & Commercial Tender is opened Tenderer wise in the BMC SAP system. However the rates of tenderer who are responsive in both packet A & Packet B are read item wise. Non responsive items rates are not read out. Thus though the commercial offer of Tenderers is open for non-responsive items, these are not read and thus the Tender offer for these items is not valid.
17. Item nos. given in schedule copy uploaded in the system in BMC folder corresponds to the items no's given in the commercial Tender.
18. For detailed specification of the item, please refer to schedule copy uploaded in the system in BMC folder.
19. **Tenderer should quote the price for the unit. Tenderer are advised to refer to the schedule copy uploaded in the system in BMC folder for proper description of the unit.** For packing size, please refer to schedule copy uploaded in the system in BMC folder. **The product offered should be of the same specifications, packing & strength as specified in the schedule.** The tenderers are requested to fill the tender carefully after noting the quantity mentioned for each article in the schedule. **The rate should be strictly as specified in Schedule copy uploaded in the system in BMC folder. Tenderer must state the Brand name, Name of manufacturer, Mfg, Lic. No. of the product offered against every item quoted.** The rate for imported item must be offered in Indian currency. No rate revision shall be offered on the basis of the exchange rate fluctuations during the contract period. *Supply should be made from fresh stock; minimum **fifty percent** of the expiry period at the time of delivery should be available for consumption in hospital etc.* Tenderers shall note that Provisions of Essential Commodity Act 1955 and order issued there under specifically shall be applicable. Details of the items quoted as per Annexure to the respective schedule.
20. Sample: Please refer to Tender Document Clause for "Samples submission & testing charges" & also schedule copy uploaded in the system in BMC folder for sample requirement.
21. For pre-qualifying criteria, please refer to schedule copy uploaded in the system in BMC folder.
22. Tenderer is kindly requested to study vendor user manual and comply all pre requisites settings in desktop for online BMC E- Tendering System. For IT related issues support available is as follows-

□ Telephone :- 022-24811275/76

- Email:- [etendering.it@mcgm.gov.in](mailto:etendering.it@mcgm.gov.in)
- Email support- Working hours 10.00 AM to 6.00 PM(Monday to Friday)
- Email response time – within 24 Hours (Monday to Friday)
- Tele Support - working hours 10.00 AM to 6.00 PM (Monday to Friday)
- Note- Support will not be available on Public Holidays & (Saturday-Sunday)
- Link for online training to Tenderer available on BMC portal- Every working Wednesday 14.30 hours (2.30PM) onwards. No participation will be allowed after 2.45 PM

**SPECIAL NOTE:**

Tenderers Are Requested To Go Through The E-Tender Guidelines On BMC Portal (<http://portal.mcgm.gov.in>).

All interested Tenderer, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-Tendering process & get Login Credentials to participate in the Online Tendering process on the above-mentioned portal under e-Procurement”.

**For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The Tenderer can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and eMudhra.**

**Tenderer are required to incorporate bar codes as per GS1 standards at various packing levels (Primary, secondary and tertiary) as per Annexure 25 and they are required to submit valid registration certificate from GS1 India for such barcoding. Goods without GS1 standard Barcoding or Substandard Barcoding will not be accepted.**

**Annexures A and 1 to 25 should be strictly submitted in the prescribed formats.**

## GENERAL INSTRUCTIONS TO THE TENDERERS

### Who can quote :

1. Tenders will be accepted from Manufacturers / Importers only (Loan License/Third party manufacturing will not be accepted), **Change of distributor within the tender period will not be normally the allowed. However under unavoidable special circumstances as deemed fit by BMC, manufacturer / importer can add/ delete/change authorized distributor maximum on two occasions during the tender process; by payment of Rs. 5,000/- before issuing rate circular or by payment of Rs. 50,000/- when rate circular is in place.** Hence forth manufacturer / importer / authorized distributor will be termed as tenderer. The Manufacturer/Importer should submit a valid Drug Manufacturing License/Import Lic., FDA Drug Selling License, No Conviction Certificate (Not more than one year old), GST Registration Certificate, Pan Card etc. (as mentioned in the Tender Manual). Tenders received from dealers or any agency/agencies shall be rejected outright.
2. A manufacturer / Importer can / may authorize distributor for supply of goods. Such authorized Distributor should submit following documents in Packet 'A' & Packet 'B' respectively.
  - a) Certified copy of GST Registration certificate (Packet 'A')
  - b) GST deposit receipts (Challans) (Packet 'A').
  - c) Valid FDA Drug License for sale Drugs. (Packet 'B')
  - d) Valid No Conviction Certificate from local FDA (Not more than one year old) (Packet 'B').
3. **Turnover Criteria:** The Manufacturer / Importer having audited annual turnover of at least **Rs. Three Lac Fifty Thousand** for each of last three financial years will only be considered eligible for participation in the tender. (i.e. year 2019-20,2020-21,2021-22)
4. **Where and how to submit the tender** The tender documents with details as specified in the proforma in Annexure must be submitted online in tender section of B.M.C. as per the instructions available on B.M.C. Portal for online submission of e- tender.
5. *All tenderers must disclose the names of their partners, if any in the particular contract.*
  - A. Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband, wife father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.

- B. If it is found that firms as described in clause 5A have tendered separately under *different names* for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.
- C. If it is found that closely related persons as in clause 5A have submitted separate tenders/quotations under *different names firms /establishment* but with *common address* for such establishment/firms and /or in such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers Shall be liable for action as in clause No 5B including similar action against the firms/ establishments concerned.
- D. Any tenderer failing to disclose information as indicated in 5A to 5C thus violating clauses, shall render himself liable to have his EMD forfeited and the contract, if entered into, and cancelled at any time during its currency. Further it shall invite penal action including black listing against the Tenderer as well as related firm/establishments.
6. Tenderers shall quote firm offer. Conditional offers shall not be considered and shall be treated as non-responsive.
7. Authority letter for appointment of bonafide Distributor Certificate in proforma **Annexure-22**, wherever applicable.

**8. Payment of Earnest Money Deposit (E.M.D.)**

The tenderer shall have to pay **EMD of Rs.20,000/-** online only. The Tenderer having standing deposit shall also have to pay the full EMD amount online. Link for e-payment gateway for payment of EMD will be given in SRM. The system for online e-payment will go live from **10.10.2022**.

The EMD shall be refunded to the unsuccessful tenderer in due course of time. However in the case of successful tenderer the EMD shall be retained and adjusted against the 5% contract deposit for the due execution of the contract. If the tender is accepted but the tenderer fails to execute the contract, then the EMD shall be forfeited, along with the penal action, including blacklisting of the tenderer. Successful tenderers shall have to pay contract deposit @ 5% of the total contract cost in cash or demand draft or Bank Guarantee.

8. The photocopies / Xerox copies of the document should be attested from the Gazatted Officer of the State/ Central Government or from the Officer of Brihanmumbai Municipal

Corporation not below the rank of Assistant Engineer/ Administrative Officer or practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp with or without red seal clearly stating his name & registration no. before enclosing.

9. The tenderers are requested to fill the tender carefully after noting the quantity mentioned for each article in the schedule copy. The rate should be strictly offered as specified in schedule copy.
10. Validity of the offer should be for 180 days from the date of opening of tender.
11. The rate for imported item must be offered in Indian currency. No rate revision shall be offered on basis of the exchange rate fluctuation during the contract period.
12. The responsibility to produce correct authentication rests with the Tenderer. If any document detected to be forged, bogus etc., the tender shall be rejected and the tender deposit forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting against the said Tenderer and /or the partners. The Municipal Commissioner shall also be entitled to purchase the items from the open market at the risk and cost of the said tenderer and the damages thereof shall be recovered from the Tenderer's dues.
13. If the certificates issued by any state authority are in a language other than English, Hindi or Marathi, then translated certificates copy in one of the language mentioned above and certified by the official translator, shall have to be submitted, along with a copy of the original certificate.
14. Manufacturers Complete Address, List of partners with their names and commercial and residential addresses must be indicated in the tender.
15. **The Three Packet systems** The tenderer should upload tender in three packet system as below. All the documents in Packet 'A' & 'B' should be uploading in PDF Formed only.
16. **Packet – 'A' & 'B' - Common Mandatory Conditions**
  - a. **All the documents in Packet 'A' and Packet 'B' should be strictly uploaded in P.D.F. format.**
  - b. **The documents which are uploaded in Packet 'A' and Packet 'B' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.**
  - c. The tenderer shall not disclose / quote the rate of the items in packet A / B (Bill of Entry, Purchase Orders). (Any price / Rupees / Amount should be masked). The document where price / Rupees / Amount is not masked will not be accepted and item will be considered Non Responsive.

- d. Tenderer is informed that no variation in rates etc. shall be allowed on any ground such as clerical mistake or misunderstanding etc. after tender has been submitted.
- e. *Tenderer should not upload tender document of more than one manufacturing for one schedule item, if submitted then it will be considered as alternate Offer and same will be rejected outright item wise.* Alternate Sample /samples not as per item description submitted by the tenderer shall not be considered.
- f. **The Tenderer must scan and upload the following currently valid mandatory documents including the due date and time of Tender submission.**
- g. **Tenderer are directed to upload all concerned documents in Packet ‘A’ and Packet ‘B’ correctly, complete in all respect as asked and within the time limit.**
- h. **Failure in submitting document as mentioned in c. above will attract penalty of Rs. 2000/- per document.**
- i. **Any document of Packet ‘A’ if submitted in Packet ‘B’ or vice versa shall also attract penalty of Rs. 2000/- Per document.**
- j. **Uploaded document will be considered as final.**
- k. **Documents, not legible /not uploaded documents will be requested to be submitted as Deficient documents. Clarifications if any will be requested for uploaded documents.**
- l. **Deficient documents / clarification of packet A / B documents should be submitted in (dispatch) physical form. Each document should be paginated. A covering letter mentioning page number of the attached document should also be submitted.**

**Packet ‘A’ Administrative documents (MANDATORY)**

1. **Valid Solvency certificate/Banker’s Certificate:**
  - a) **Must be issued by Nationalized/Scheduled banks/RBI Approved Banks worth of minimum Rs. 30 Lakhs.**
  - b) **Date of issue not more than 6 months prior to due date of tender.**
  - c) **Solvency certificate/Banker’s Certificate must mention amount of solvency.**
  - d) **Original Solvency Certificate needs to be produced for verification.**
  - e) **Solvency Certificate must bear seal of the bank along with Name, employee code and designation of the issuing authority.**
2. **Audited Turnover Certificate mentioning turnover of tenderer for the last three financial years on Chartered Accountant letterhead along with UDIN Number, stamp, seal and signature of the CA.**
3. **Annexure 1: ‘Tender form’ on tenderer’s letter head with signature of Proprietor/ Managing Director / 2 Directors/All partners as the case may be.**
4. **Annexure 2: Pro-forma for detail of the item quoted on Letter Head of the Tenderer.**



5. **Annexure 3:** Particulars about the Tenderer on Letter Head of the Tenderer.
6. **Annexure 4:** Notarized Declaration made by the tenderer on Stamp Paper of Rs.500/- with signature of Proprietor/ Managing Director / 2 Directors/All partners as the case may be in presence of 2 witnesses.
7. **Annexure 6:** Notarized Declaration by the Tenderer regarding eligibility and acceptance of term and conditions of the tender on Stamp Paper of Rs.500/-.
8. **Annexure 7:** Authority letter to the Importer on manufacturer's letterhead.
9. **Annexure 8:** Form of undertaking of Mandatory Conditions on Letter Head of the Tenderer.
10. **Annexure 9: PRO-FORMA FOR EMD** on Letter Head of the Tenderer.
11. **Annexure 10:** Notarized DPCO / NPPA Declaration / Affidavit on Stamp Paper of Rs.500/-.
12. **Annexure 11:** GRIEVANCE REDRESSAL MECHANISM on Letter Head of the Tenderer with signature of Proprietor/ Managing Director / 2 Directors/All partners as the case may be.
13. **Annexure 12:** FORM OF INTEGRITY PACT on Stamp Paper of Rs.500/- with signature of Proprietor/ Managing Director / 2 Directors/All partners as the case may be.
14. **Annexure 13:** Notarized Undertaking cum-Indemnity Bond on Stamp Paper of Rs.500/-
15. **Annexure 14:** Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs.500/- stamp paper if registration under ESIC Act is not applicable as per Annexure 14.
16. **Annexure 15:** Valid Registration Certificate under EPF & M Act 1952 if 20 or more workers are on the establishment of Tenderer. OR Declaration on Rs. 500/- stamp paper if registration under EPF & M Act 1952 is not applicable as per Annexure – 15.
17. **Annexure 21:** Authority letter issued from prospective Tenderer to representative should be produced at the time of pre-Tender meeting on Letter Head of the Tenderer.
18. **Annexure 22:** Authority letter for appointment of distributor on Letter Head of the Tenderer.
19. **Annexure 23:** Notarized Power of attorney to be granted by 2 directors/Managing Director All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-.

Note – a) The Registered Power of Attorney (if any) registered with Chief Accountant (B.M.C.) will be accepted.

b) If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, Annexure 23 is not required to be submitted.

- c) If Tender is awarded and Contract Documents are signed by POA Holder the Annexure 23 is to be registered at the Office of Chief Accountant (B.M.C.)
20. Annexure-25: GS1 India for barcoding Certificate or Declaration on Rs.500/- stamp paper.
  21. GST registration certificate of Tenderer.
  22. GST Registration Certificate of Authorized Distributor.
  23. GST Deposit Receipts (Challans) of previous 3 months of Tenderer.
  24. GST Deposit Receipts (Challans) of previous 3 months of Authorized Distributor.
  25. PAN Documents of Tenderer: Self attested PAN Card of Tenderer (Partnership Firm / Private / Public Ltd Company etc.) and Photos of 2 Directors/Managing Director/ All Partners of Tenderer.
  26. PAN Documents of Distributor: Self attested PAN Card of Distributor (Partnership Firm / Private / Public Ltd Company etc.) and Photos of 2 Directors/Managing Director/ All Partners of Distributor.
  27. Certified copy of Partnership Deed (in case of Partnership firm): Partnership deed must be registered in the office of Chief Accountant, B.M.C. Head Office before Execution of Contract.
  28. Firm / Company / Sanstha Registration Certificate.
  29. List of all Directors/Partners with complete residential & Business address, Telephone No. Mobile No. & E-Mail id, along with their Signature on letter head of the tenderer.
  30. Documentary proof for Managing Director and Directors such as Certificate of Company Incorporation mentioning details of Directors OR Board Resolutions as the case may be
  31. Annexure A (Irrevocable Undertaking) as per prescribed format on Rs.500/- Stamp paper.
  32. Memorandum Articles of Association & Articles of Association in case of Public & Private Limited Company.

**Packet 'B' Technical documents (MANDATORY)**

The tenderer / Tenderer must scan and upload the following currently valid mandatory documents including the due date and time of tender.

1. Annexure – 2- Details of Items Quoted in tender as per given format
2. Annexure -16

Performance certificate from concerned Food & Drugs Administration in enclosed Performa of Annexure -16. If manufacturing the same items for which tender is filled in at various places either in Maharashtra or outside Maharashtra, he should

obtain performance certificate from respective Food & Drugs Administration Authority where the manufacturing activities are carried out.

3. Annexure -17

“The manufacturer has to submit year wise (April to March) 3 years audited statement of production / sales of the concerned drugs on letter head of CA and duly certified by Chartered Accountant (C.A.) stating this annual sale is more than 20 percent of the quantity of total requirement specified in the tender”.)

And Or

In case of Non Drug items manufacturer has to submit year-wise (April to March) 3 years audited statement of production / sale of the concerned Non Drug items (item-wise statement) on letterhead of *CA stating this annual sale is more than 20 percent of the quantity of total requirement specified in the tender*”. (Annexure -17) and duly certified by Chartered Accountant along with *E Way Bill with IGST* in order to ensure the product is in market since last 3 years.

4. Annexure -18 - Detail composition of the product offered in tender as per given format
5. Annexure – 19 - Undertaking from the manufacturer on his letterhead.
6. Annexure – 22 Authority letter for appointment of distributor

OR

Annexure – 7 Authority letter from manufacturer to importer as per given format

7. Valid Drug manufacturing License /Repacking License /Import License along with valid a product list issued approved by concerned F.D.A./Drug controlling Authority.  
(Loan License/Third party manufacturing will not be accepted)
8. Copy of valid relevant ISI / ISO / CE / USFDA / BSI / BIS Certificate etc, wherever applicable as per enclosed schedule copy (Pre qualifying criteria). / tender manual.
9. Test Report from manufacturer / FDA approved laboratory / Govt. aided laboratory /in-house test report from manufacturer duly signed by competent technical staff whose name is mentioned in Valid Drug License.
10. Valid Item-wise WHO-GMP / COPP / GMP Certificate as mentioned in schedule copy / tender manual issued by drug controlling authority
11. Manufacturer's No conviction certificate not more than 1 year old.
12. In case of proprietary items the Manufacturer / Importer shall submit the letter on the original letterhead of the manufacturer company to the effect that a particular product is not manufactured by any other company.
13. Details of Litigation History Annexure – 24.
14. In case of Imported Items copies of the following valid certificates must be submitted:

- a) Name of the manufacturer and the complete address with mail ID of the manufacturer.
  - b) Authority letter from manufacturer to importer as per Annexure - 7 OR contract agreement between foreign Manufacturer & Importer.
  - c) Copy of valid Import license (Form 10) issued by the Competent Drug Authority in the name of Manufacturer/Importer in the event of Manufacturer / Importer choose to submit the tender.
  - d) In case of Drug items, Importer has to submit No Conviction Certificate (Product wise if license issued by CDSCO) issued by the office of the Commissioner of FDA (of respective state) not more than 1 year old on the due date of the tender.
  - e) In case of Drug items, Importer has to submit copy of valid Drug selling License issued by the office of the Commissioner of FDA (of respective state).
  - f) In case of Medicine / Medical devices certificate confirming that the product has been in use in its country of origin for a period of at least one year.
  - g) Undertaking from the manufacturer on his letterhead. (Annexure - 19)
  - h) Valid IEC / ISO / CE / USFDA / BSI / OGL etc. as mentioned in schedule copy / tender manual.
  - i) Valid item-wise WHO-GMP / COPP certificate issued by Local FDA/ drug controlling authority as mentioned in schedule copy / tender manual.
  - j) Test Report from manufacturer / FDA approved Lab / Government approved Lab.
  - k) Notarized Previous three financial years item wise bills of entry
15. In case of New Drugs (New molecule) and new medical devices it should be in the market for minimum 2 years. The product market standing experience should be substantiated by giving item wise qty of manufacture / import & sales of previous 2 years certify by Chartered Accountant. (Annexure - 17).
16. The tenderer should submit Product-wise details of the "product offered" by the tenderer along with its composition, date of product permission received from respective F.D.A. in given Annexure-18, duly signed and sealed by authorized signatory. Product offered column should not simply repeat the tender specification rather it must give actual details of the product manufactured by the manufacturer.
17. If manufacturer/Importer appointed distributor such authorize distributor should submit following documents in technical Tender.
- a) Certified copy of GST Registration (Packet 'A')
  - b) GST deposit receipts (Challans) (Packet 'A')
  - b) Valid FDA Drug License for sale of Drugs (Packet - B).

c) Valid No conviction certificate from local FDA (Not more than one year old).(Packet–B)

**NOTE 1: All the documents in Packet ‘A’ and Packet ‘B’ should be uploaded in**

**P.D.F. format only.**

*If the Tenderer fails to submit the requisite deficient documents/ clarifications within 7 working days from the intimation of this office he will be treated as non-responsive and 10% of the EMD will be forfeited. No further extensions in time frame will be granted.*

Administrative and Technical Tender will be opened on the due date and time as defined for the Tender in the system. Commercial Offer of the respective Tenderer submitted online will be opened only if the administrative documents in Packet ‘A’ and technical documents in Packet ‘B’ are acceptable. The date & time of opening of Commercial Offer online will be intimated to the responsive Tenderer.

Photocopies of specific documents mentioned in respective tender schedule copy shall be attested from Gazetted officer of the State / central Government or from the Officer of Brihanmumbai Municipal Corporation not below the rank of Assistant Engineer / Administrative Officer before uploading the same in Packet ‘A’ and Packet ‘B’.

**If the total cost of the item is more than Rs. 10 Lakhs and difference between the lowest (L1) and the second lowest (L2) tenderer is less than 10 %, then 20 % of the total tendered quantity of that item will be allotted to the second lowest tenderer provided the second lowest tenderer agrees to supply at the rate lowest tenderer. L2 tenderer should submit their consent on their own in writing within 2 days of the opening of Packet. C. otherwise 100 % quantity of the concerned item will be allotted to the lowest tenderer.**

**Besides instead of current policy of purchasing exact quantity for which tender has been floated, 20% additional quantity, if required can be purchased from the allotted tenderer at the allotted rate during the contract period.**

**18. Packet - ‘C’ (MANDATORY)**

The commercial Tender have to be submitted online by filling the rates using the user ID, password and using digital signature.

Packet ‘C’ will be automatically generated as per item data. Tenderer(s) should fill item wise rate for the items mentioned in the Item data tab.

Evaluation/Reading of rates shall be done item wise. Allotment of items shall be decided on lowest Tenderer of each item. All the documents uploaded Packet ‘A’, Packet ‘B’ & Packet ‘C’ should be digitally signed.

**19. Tax. :**

**GST and other state levies/ Cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Government Taxes & Duties.**

**Wherever the services/supply of medicines, medicine consumable and medical devices to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any.**

**Rates accepted by BMC shall hold good till contract period and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in Government taxes/any other levies / tolls etc. except that payment / recovery for overall market situation shall be made as per Price Variation.**

20. Every complaint, submitted by competitive tenderers in the matter of challenge to the authenticity of documents/information and/or particulars submitted by another tenderer ought to be accompanied with the deposit of **Rs. 2,00,000/- (Rupees Two Lakhs only)** towards charges for inspection and verification of the documents of the another tenderer. On verification of the complaint, if the representations made therein are found to be true and correct, the deposit will be refunded to the complainant and the E. M. D. of the defaulting tenderer shall be forfeited and further it shall be lawful for BMC to blacklist such defaulting tenderer for a maximum period of five years. On verification of the complaint, if the representations made therein are found to be false and incorrect, the deposit shall be forfeited and the complainant shall be black-listed for period of five years.
21. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason.
22. The Municipal Corporation reserves its right to inspect the manufacturing premises of the company as and when required.
23. The tender shall be rejected if the tenderer stipulates own condition /conditions, does not fill & sign the Tender Form incorporated in the Tender, does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, does not submit documents listed in Packet 'A' & Packet 'B'.
24. **Information regarding payment.** Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract. Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through ECS/RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and Bank A/c. No. etc. along with the tender documents. Such Bank account

must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Tenderer shall fill up Tenderer master creation form online and submit to C.A. (CPD) along with registration fee for creating Tenderer's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm etc, the Tenderer/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records.

25. Name of Manufacturer and Drug Manufacturing License number should be mentioned in challan Copy and invoice Copy of each supply of medicines, medicine consumable and medical devices
26. **NOC of vigilance Department as the case may be will required at the time of releasing final payment.**
27. At the time of supply of medicines, medicine consumable and medical devices every tenderer / manufacturer must submit manufacturer's batchwise Quality Control Test Report for every item.
28. **Refund of E.M.D.** The EMD shall be refunded to the unsuccessful tenderers in due course of time. However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.

**OR**

The EMD of the tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC.

The EMD of Tenderer, who have submitted BG in lieu of 5% contract deposit, will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.'s office.

29. **Documents to be uploaded:** Original scanned document (or Attested Photocopies of specific documents shall be scanned & uploaded. The documents shall be attested from Gazetted officer of the State/central Government or from the Officer of BRIHANMUMBAI MUNICIPAL CORPORATION not below the rank of Assistant Engineer/Administrative Officer before scanning & uploading the same in Packet A and Packet B).
30. **Procedure for the opening of the tender Packet:** Packet 'A' & Packet 'B' will be opened online on the due date and due time as stated in the header data in SRM. In case Administrative offer in Packet 'A' found non acceptable or found incomplete further tender process for the disqualified tenderer will not be carried out. Packet "C" will be opened only if Administrative offer in Packet 'A' and technical offer in Packet "B" is found acceptable. In case Administrative offer in Packet 'A' and technical offer

in Packet “B” is found non acceptable or found incomplete the Packet ‘C’ will not be opened and offer will be kept out of consideration.

31. **Authentication for documents** The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said Tenderer and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the Tenderer’ dues the damages/losses occurred thereof.
32. **Translation of certificates:** If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.
33. **Sign and seal:** **Affixing of digital signature anywhere while submitting the Tender shall be deemed to be signed by Tenderer and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the Tender/Tenders offered by the Tenderer which shall include acceptance of special directions/terms and conditions if any, incorporated.**
  - i. If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.
  - ii. If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.
  - iii. If a limited company/ Sansthas /Societies /Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
34. **Name of Partners:** All tenderers must disclose the Names and Addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.
35. **Contract deposit value:** Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of DD or in the form of Bankers’ Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation & same will be retained 6 months after completion of contract period.
36. The Banker’s Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker’s Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker’s Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said



Branch of the Bank in case of default by the Tenderer/supplier furnishing the banker's guarantee.

37. **Execution of written contract:** In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All such power of attorney must be registered in the office of the chief Accountant and/or OSD (PHP) C.P.D. should be informed accordingly.

In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and OSD (PHP) C.P.D. should be informed accordingly.

38. **Tenderers failing to pay the contract deposit and / or failing to submit all the documents to execute the contract within 30 days from the date of receipt of letter of Acceptance of the Tender, shall be deemed to have committed a breach of the undertaking given by them in their tender. Further period of fifteen days will be given on payment of fine of Rs. 5000/- per day for submission of contract documents. Tenderers failing to pay the contract deposit and / or failing to submit all the documents to execute the contract within 45 days from the date of receipt of letter of Acceptance of the Tender, EMD submitted by the Tenderer will be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.**
39. **Refund of contract deposit:** Contract deposit will be refunded after satisfactory Bank guarantee and confirmation letter of contract period.
40. **Unconditional offer:** Tenderers shall quote a firm & unconditional offer. **Conditional offers shall not be considered and shall be treated as non-responsive.** Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment.
41. **Variation in rate:** Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
42. **Firm price:** The prices quoted shall be firm and no variation will be allowed on any account whatsoever. **The rates quoted shall be inclusive of all taxes and duties, i.e. GST etc. and/or any other taxes and duties applicable to that item.** If asked for, tenderer shall submit the documentary evidences of duty/tax paid by him.
43. **Contradictory Clause in tender:** Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "Offer subject to

availability of stock" "Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.

44. **Alternative clauses in tender:** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.
45. Tender Approval Committee or Sub-Committee appointed by Tender Approval Committee may negotiate with the Tenderer to reduce the rates offered by them.

## PAYMENT OF LEGAL & STATIONERY

A reference table for payment of Legal Charges and stationery charges for the guidance of the Tenderers is given below: These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of material.

Valid up to 31 / 03 / 2023

| Contract Value                               | Legal & stationery Charges |
|--|----------------------------|
| Rs. 10,001/- to Rs. 50,000/-                 | Nil                        |
| Rs. 50,001/- to Rs 1,00,000/-                | Rs. 6,290/-                |
| Rs. 1,00,001/- to Rs. 3,00,000/-             | Rs. 10,380/-               |
| Rs. 3,00,001/- to Rs. 5,00,000/-             | Rs. 12,470/-               |
| Rs. 5,00,001/- to Rs. 10,00,000/-            | Rs. 14,510/-               |
| Rs. 10,00,001/- to Rs. 20,00,000/-           | Rs. 16,570/-               |
| Rs. 20,00,001/- to Rs. 40,00,000/-           | Rs. 18,660/-               |
| Rs. 40,00,001/- to Rs. 1,00,00,000/-         | Rs. 20,720/-               |
| Rs. 1,00,00,001/- to Rs. 10,00,00,000/-      | Rs. 24,450/-               |
| Rs. 10,00,00,001/- to Rs. 20,00,00,000/-     | Rs. 28,220/-               |
| Rs. 20,00,00,001/- to Rs. 30,00,00,000/-     | Rs. 31,980/-               |
| Rs. 30,00,00,001/- to Rs. 40,00,00,000/-     | Rs. 35,740/-               |
| Rs. 40,00,00,001/- to Rs. 50,00,00,000/-     | Rs. 39,470/-               |
| Rs. 50,00,00,001/- to Rs. 1,00,00,00,000/-   | Rs. 47,000/-               |
| Rs. 1,00,00,00,001/- to Rs. 2,00,00,00,000/- | Rs. 58,270/-               |
| Rs. 2,00,00,00,001/- to Rs. 3,00,00,00,000/- | Rs. 65,770/-               |
| Rs. 3,00,00,00,001/- to Rs. 4,00,00,00,000/- | Rs. 75,120/-               |
| Rs. 4,00,00,00,001/- to Rs. 5,00,00,00,000/- | Rs. 84,510/-               |
| Rs. 5,00,00,00,001/ and above                | Rs. 93,920/-               |

**Above mentioned charges are subject to increase @ 10% after 31/03/2023**

**& will have to paid in deviation of the nearest Rs. 10/-**

## GENERAL CONDITIONS

The General Conditions of Contract (G.C.C.) contained in this section are to be read in conjunction with the other section in the tender.

**1. Schedule:**

2. Schedule means the list of **medicines, medicine consumable and medical devices** required by all Municipal Hospitals, Maternity Homes and dispensaries. This schedule copy contains the descriptions/ Specifications of **medicines, medicine consumable and medical devices**, its' packing and quantity required for the period of two years. It also contains pre-qualifying criteria & quantity of samples required for each items. Pre-qualifying criteria is indicated against each item in the schedule copy. The tenderer having valid certificate / documents shall only be considered.

**3. Contract:**

Contract means the Contract Agreement entered into between the Purchaser henceforth called Brihanmumbai Municipal Corporation or BMC and the Supplier, together with the Contract Documents. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

**4. Contract Documents:**

The entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

**5. Contract Agreement:**

Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

**6. Tenderers must distinctly understand:**

- a. That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the conditions.

That the full contract deposit must be paid within the time specified and the contract must be executed on the day fixed intimated in writing to the successful tenderer.

- b. That a postponement of the payment of the full contract deposit of the execution of the contract shall not be permitted by reason of the Corporation having in possession of other deposits on account of other tenders or contracts of the deposit which may or may not become returnable to the tenderers and which they may wish to transfer as a

deposit under this contract. Such transfer shall not under any circumstances be permitted.

- c. The contract entrusted to the successful tenderers shall be subject to “Force Majeure clause” as per the Section 56 of Indian Contract Act restricting to the case nature calamity such as earthquake, storm floods, or rising of war by any country.
7. Rates should be quoted in Indian Rupees only for each of the required medicines separately on door delivery basis strictly according to the unit as per the schedule copy. Tender for the supply of drugs, medicines, etc. with conditions like ‘**AT CURRENT MARKET RATES**’ shall not be accepted. The Purchaser (BMC) shall not be responsible for damages, handling, clearing, transport charges etc. will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer.
8. The price quoted by tender should not in any case, exceed the controlled price, if any, fixed by the Central Government under DPCO or NPPA and the Maximum Retail Price (MRP). The Purchaser at their discretion will exercise the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. The discretion will be exercised without prejudice to any other action that may be taken against the tenderer.
9. Tender Approval Committee or Sub-committee appointed by Tender Approval Committee may negotiate with the Tenderer to reduce the rates offered by them.
10. All rates shall be inclusive of all taxes and duties such as GST and other taxes if any. There will be no price revision under any circumstances.

11. **Rejection:**

If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he shall be liable for further action like black-listing etc. **Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC.** If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.

12. The provisions of Essential Commodity Act of 1955 and order raised there under specifically Drug (Price Control) order 1987 shall be applicable.
13. If the particulars furnished by the tenderer is found materially incorrect / misleading such tender shall be rejected, their deposit shall be forfeited and shall be liable for further action like black listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in constitution, change in brand name of the product, merging with any other institution, contract work if any allotted to other firm, any freshly initiated court case should be promptly intimated to the BMC, if the tenderer fails to

submit such information during the tenure of the contract that shall invite legal action and black listing as well.

14. **Penalty Clause :**

1) **Consequence of Failure of supply:**

- a) In case the Tenderer shall, at any time during the continuance of the present contract fail to supply satisfactorily any of the said **medicines, medicine consumable and medical devices** within the prescribed time as herein provided, or in case they shall fail at once to replace any **medicines, medicine consumable and medical devices** that may be rejected as herein provided with others of approved quality, the Municipal Commissioner or officers in charge of the respective institutions shall be at liberty forthwith to procure and obtain the same from the **open market**, at the risk and cost of the Tenderer and the extra cost thereof (if any) and all expenses thereby incurred which shall include charge of (in cases of default) 15 percent at the discretion of the Municipal Commissioner shall be payable and / or may be deducted from any moneys due to the Tenderer under this or any other contract between the Tenderer and the Corporation.
- b) **If the Tenderer fails to comply with the order each individual order not to exceed 3 months requirements within the delivery period stipulated, the indenting departments shall exercise its discretionary power to recover from the Tenderer as liquidated damages or by way of penalty, a sum not exceeding half percent of the price of stores(P.O value) which the Tenderer failed to deliver as aforesaid per day or part thereof during which the delivery of such stores may be in arrears subject to maximum 10 percent of Such penalty for late supply shall be deducted by the contingency from the Tenderer' bill.**
- c) ~~The Order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from Risk/Alternate purchase action, the tenderer shall also suffer forfeiture of the contract deposit and shall invite other penal action like debarring/disqualification from participation in present and future bids of BMC.~~
- d) If a Tenderer fails to deliver the **medicines, medicine consumable and medical devices** either in parts or in full of the approved quality within the stipulated period of delivery, the Municipal Commissioner or the indenting officer shall exercise his discretionary power either.
- e) To purchase the **medicines, medicine consumable and medical devices** or an item nearest to the specifications at the risk and cost of the Tenderer.
- f) To cancel the contract forthwith.
- g) In the event of risk and cost of purchase of **medicines, medicine consumable and medical devices** etc., the opinion of the Municipal Commissioner or the purchasing

Municipal Officer in respect of nearest specification shall be final if the **medicines, medicine consumable and medical devices** of exact specifications are not readily procurable. In the event of action taken under sub-clause a and b above, the Tenderer shall be liable for compensating any loss which the Municipal Commissioner may sustain on his account.

**2) Consequence of inferior supply:** In case the Tenderer at any time during the continuance of the present supply any of the **medicines, medicine consumable and medical devices** mentioned in the Schedules of inferior quality, it shall be of competence for the Municipal Commissioner without prejudice to his other rights and remedies under this agreement to call upon the Tenderer to pay such amount not exceeding the cost of the substitute **medicines, medicine consumable and medical devices** procured by the competent authority, plus such further amount not exceeding 20 percent of the cost as he may think proper, as liquidated damages for each such default and any such decision of the Municipal Commissioner shall be final and binding upon the Tenderer who shall be bound to pay such amount forthwith upon the demand made upon them in that behalf.

**3) Forfeiture of EMD and or Bank Guarantee & Blacklisting:**

The EMD and or Bank Guarantee will be forfeited and the firm shall be blacklisted if it is found that:

- i. Forged document are submitted **OR**
- ii. If it becomes responsive on the basis of submission of bogus certificate **OR**
- iii. If the supply received is of substandard quality / Non-Supply **OR**
- iv. If non-compliance of tender conditions deemed fit for blacklisting by BMC.

**15. Other terms and conditions covering the tender:**

- a. All orders should be executed free of delivery charges to all Municipal Hospital, Maternity Home, Dispensary, etc. as listed. Order below Rs. 1000/- should be supplied against cash payment.
- b. The delivery of **medicines, medicine consumable and medical devices** should be made within 30 days from the date of confirmed order. No excuse for delay due to any statutory authority like customs etc. shall be taken into consideration for extension of the delivery. The primary responsibility for supply of items in time shall rest with the supplier.

16. Tenders / Quotations for spirituous preparations such as tinctures extracts and spirits of Indian make mentioned in schedule should be duty free basis only. In this connection the tenderers must specify the name of the firm from whose bonded warehouse or laboratory that must be situated within the State of Maharashtra; they propose to supply the said preparations.

17. That in case of tenders / quotations for all items of **medicines, medicine consumable and medical devices** the names of the manufacturers must be stated against each item

while quoting. Tenders in which the names of the manufacturers are not shown in schedules shall not be considered.

18. Tenders shall be considered separately and contracts may be given separately for all or any of the articles in schedules from 1 to 12.
19. The tenderers should note that in any of the **medicines, medicine consumable and medical devices** tendered for by them are under Government control or require license to import or require raw materials they shall have to make their own arrangement with Government to obtain these, any difficulty in that connection shall not be accepted as a ground for non-supply/supply of inferior quality (NSQ drug) of the **medicines, medicine consumable and medical devices**.
20. As regards labeling and packing the provisions of the Drug and Cosmetic Act 1940 and the rules made there under with latest amendments should be complied with. The following things should also be specified on the labeling.
  1. Name and address of the manufacturer
  2. Net and gross contents.
    - a. The true formula or list of ingredients with weights and / or percentages.
    - b. A distinctive batch number and date of manufacture, repacking and expiry.
    - c. The tenderer is not allowed to make any alteration, changes or modification on the label of the product while supplying to Hospital, Institutions, Maternity Home and Dispensaries of the BMC.
21. Leaflet / literature should be provided along with every box of injection.
22. The name of the product and its composition, the name of the manufacturer of the **raw material** as well as finished products and the country of the manufacturer in case of every **medicines, medicine consumable and medical devices** should be stated.
23. Every tenderer who quoted must produce, along with tender a fresh certificate of his bonafides and the reliability and quality of drugs, quoted by him as well as the bonafides and reliability of the whose products are quoted from the Commissioner, Food and Drugs Administration, of respective State (For which F.D.A. License is essential).
24. A tenderer must also produce, along with tender a fresh certificate from the Commissioner Food and Drug Administration, of respective State, to the effect that he has not been prosecuted for contravention of provisions of Drugs & Cosmetic Act 1940 for manufacture or sale of sub-standard drugs and sub-standard products.(Annexure 16 in prescribed format and No Conviction Certificate )
25. In case of supply of **medicines, medicine consumable and medical devices** etc., Dean the Heads of all the Municipal Medical Institutions or Commissioner of Food and Drugs, Administration (Maharashtra State) Mumbai his office shall have right to get the



sample analyzed by Pharmacy Department of the Hospital or any of the large Municipal General Hospital or Seth G.S. Medical College or any other Municipal Medical College or the Municipal Analyst or the Government or Chemical Analyzer or an FDA approved Laboratory and if the sample on analysis is not proved to be of the standard or up to the schedule specifications, the tenderer shall have to pay the testing charges. On the tenderers failure to pay the said expenses when called upon to Municipal Commissioner shall without prejudice to his other rights, be entitled to recover the same from the tender deposit or such outstanding dues of the tenderers.

26. Active ingredients to be used in each item quoted shall be of Pharmacopoeia standard and shall conform to the specifications laid down in I.P., B.P., U.S.P., N.F., N.F.I., B.P.C., or any other official book.
27. The Municipal Commissioner reserves the right to accept or reject any or all of the tenders without assigning any reason. **The Municipal Commissioner also reserves the right to split up the quantity among the eligible tenderers.**
28. Tenderer shall remove the rejected **medicines, medicine consumable and medical devices** within seven days from date of intimation of the indenting officer failing which the tenderer is liable for Demurrage (charges at the rate of half percent of the cost of such stores per week or part thereof during which removal of such stores may be in arrears.)
29. Every container i.e. ampoule, vial, bottle, box, strip etc. in which the material is supplied shall bear the rubber stamp, 'For M.C.G. M. use only' and the year of contract.
30. Information regarding status of tenderers.
  - a. Whether it is proprietary status of tenderers.  
If so, name of the owner, Complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number, & Email ID etc.
  - b. If it is partnership concern, please furnish names of each partner with Complete Postal Address of Residence & Business along with Telephone Number, Fax Number, Mobile Number & Email ID etc. and copy of registration certificate.
  - c. In case of company, please furnish documentary proof to show that the company is registered.
  - d. In case if it is a Co-Operative Society, please furnish the copy of registration certificate and letter of authorization from the concern Society and its authorized person's Complete Postal Address of Residence, Business along with Telephone Number, Fax Number, Mobile Number & E-mail ID.
31. If any disputes or differences arisen in the present subject matter of this case between tenderer, Tenderer and B.M.C. the same shall be subject to jurisdiction of Mumbai court.

32. The quantities of the items/medicines specified in schedule are approximate & the corporation or indenting officer In-charge of the Institution may, in its sole discretion & at the rate specified for such **medicines, medicine consumable and medical devices** indent for any lesser or of larger quantities. If whole quantity is consumed before expiry of contract period, then BMC can increase quantity as per the requirement received from the Director (M.E. & M.H.) office.
33. **Unconditional offer:** Tenderers shall quote a firm & unconditional offer. Conditional offers shall not be considered and shall be treated as non-responsive Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest Tenderer irrespective of unconditional Bonus/complimentary/discount offer.
34. **Tender Price:** Tender price is mentioned in tender notice and shall not be refundable.
35. **Order:** The user department will place the orders as and when required.
36. **Delivery:** The Tenderer should give free delivery to user Department within 30 days from the date of placing order.
37. **Contract:** Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Tenderer, together with the Contract Documents. The Contract and the term 'The Contract' shall include all such documents are construed accordingly.
38. The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.
39. The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
40. **Tenderer must distinctly understand:** That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.
41. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.
42. In case of proprietary items the Manufacturer / Importer shall submit the letter on the original letterhead of the manufacturer company to the effect that a particular product is not manufactured by any other company along with **packet 'B'** and the concerned

Manufacturer / Importer shall also submit copies of the **work orders** quotation given to the Govt. / Semi Govt. Institute after opening of commercial offer or at the time of allotment committee meeting.

43. Manufacturer / Importer shall also submit copies of the recent Rate Contract/ **work orders/ Purchase orders** (not less than 1 year old) given to the Govt. / Semi Govt. Institutes/ BMC after opening of packet C (Commercial Bid) or at the time of Rate Reading.
44. **Details of Litigation History** (Annexure 24) – Tenderers are requested to go through Circular No.MGC/6565 Dt.25.09.2018 regarding more clarification for Annexure no.24 i.e. Clause of litigation history and do needful.

Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt. Central Govt. or any authority under state or central Govt. / Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of Tender. Also,

Tenderer must disclose the litigation history for last 5 years from the date of submission of Tender about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm directors, partners or authorized signatory for carrying out any work/ **supply of medicines, medicine consumable and medical devices** for BMC by any authority of BMC and the orders passed by the competent authority or by any authority of BMC and the orders passed by the competent authority or by any court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or DMC or Director, as may be the case, should consider the details submitted by Tenderer and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm directors, partners or authorized signatory on the BMC works which can spoil the quality output and delivery of healthcare services or any work execution and within the timeframe.

Even though the Tenderers meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or
- Record for poor performance such as non-supply of allotted medicines, medicine consumable and medical devices, not properly completing the

contract, inordinate delays in completion, litigation history, or financial failures etc.”

If there is no litigation history, the Tenderer shall specifically mention that there is no litigation history against him as per the clause of litigation history.

Litigation History is applicable to the quoted products / product quality and supply related litigation & then depending upon the gravity of matter the decision will be taken accordingly.

## SAMPLE SUBMISSION & VERIFICATION CHARGES

1. The lowest Responsive Tenderer should submit the pre-tested sample as per requirement specified in the uploaded Schedule copy in system in B.M.C. folder i.e. sample requirement & each sample should bear label describing the Name of the Tenderer, Item No. and Tender No. / Due Date attached to each sample so submitted. For all items of the relevant schedule sample which do not bear the No. of the item & the Name of the Tenderer in the schedule as mentioned herein shall not be considered.
2. For Drug items which are covered under schedule FII standard of Drugs & Cosmetics Act / official 'Pharmacopoeial standard' (Formulations) like IP/BP/ BPC/ NF/USP/NFI etc. are not required to submit the tender samples ( test report to be upload ) as there is sufficient control of concern FDA / Drug Control Authority and documents like Drug mfg. Lic. / Import Lic., No conviction cft., Performance cft., WHO-GMP cft. etc. are checked / verified during tender process. However, for these items manufacturer has to give / upload undertaking (Annex 19) on his letterhead stating that the product is exactly as per schedule specification and complies with standards of schedule FII of Drugs & Cosmetics Act and pharmacopoeial standards.
3. If supply not found as per schedule specification then the action as per tender terms & conditions and circular No. KEM/70/TDR Dt.11.12.90 "Regarding substandard / inferior supply of schedule items to the Municipal Hospitals" will be initiated against the Tenderer / Manufacturer.
4. Testing/ verification of the samples of the lowest responsive tenderers will be carried out by BMC & if not found satisfactory, in such case his offer though lowest will not be considered & penalty/ action as applicable for inferior supply as mentioned in the tender document will be taken.

The successful tenderer shall have to pay Rs.4330 /- verification/Testing charges per item at the time of receiving Acceptance Letter. **These charges are subject to increase @ 10% after 01/04/2023 & will have to paid in deviation of the nearest Rs. 10/-.**

### **Procedure adopted for sample testing at the time of receiving the supply**

Concerned Hospitals/ Dispensaries/ Maternity Homes will test the samples from the supply at random from F.D.A./F.D.A. approved lab for drug items and Govt. approved/ Govt. aided labs for non-drug items.

The supply received must be as per the specification quoted in the tender. In case, it is not as per the specification, the material shall be returned for replacement that must be done within 7 days. Delay in this regard, shall be treated as delay in supply and suitable penal action including blacklisting shall be taken.

However, in case of dispute, the material shall be tested by F.D.A. approved laboratory/appropriate authority and the report thus submitted shall be taken as final.

## LIST OF APPROVED BANKS

The Banker's Guarantee issued by the branches of all schedule approved Reserve Banks beyond Kalyan & Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of the same Bank within the Mumbai city limit categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within the Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the Tenderer/supplier furnishing the Bankers' Guarantee. BANKERS' GUARANTEE MUST BE VALID FOR THE PERIOD OF SIX MONTHS AFTER EXPIRY OF THE CONTRACT PERIOD.

### **1. State Bank of India & its Subsidiary banks.**

- a. State Bank of India.
- b. State Bank of Hyderabad.
- c. State Bank of Indore.
- d. State Bank of Mysore.
- e. State Bank of Patiala.
- f. State Bank of Saurashtra.
- g. State Bank of Travancore.

### **2. Nationalized Banks**

- a. Allahabad Bank
- b. Andhra Bank
- c. Bank of Baroda
- d. Bank of India
- e. Bank of Maharashtra
- f. Canara Bank
- g. Central bank of India
- h. Corporation Bank
- i. Dena Bank
- j. Indian Bank
- k. Indian Overseas Bank
- l. Oriental Bank of Commerce
- m. Punjab National Bank
- n. Punjab & Sind Bank
- o. Syndicate Bank

- p. Union Bank of India
- q. United Bank of India
- r. UCO Bank
- s. Vijaya Bank

**3. Schedule Commercial Bank**

- a. Bank of Rajasthan Ltd.
- b. Catholic Syrian Bank Ltd.
- c. City Union Bank Ltd.
- d. Development Credit Bank Ltd.
- e. Dhanalakshmi Bank Ltd.
- f. Federal Bank Ltd.
- g. IndusInd Bank Ltd.
- h. ICICI Bank Ltd.
- i. Jammu & Kashmir Bank Ltd.
- j. Karnataka Bank Ltd.
- k. Kurur Vysya Bank Ltd.
- l. Lakshmi Vilas Bank Ltd.
- m. Nainital Bank Ltd.
- n. Ratnakar Bank Ltd.
- o. Sangli Bank Ltd.
- p. South Indian Bank Ltd.
- q. S.B.I.Comm & International Bank Ltd.
- r. Tamilnadu Mercantile Bank Ltd.
- s. ING Vysya Bank Ltd.
- t. H. D. F. C. Bank Ltd.
- u. Axis Bank Ltd.
- v. Yes Bank Ltd.



#### **4. Scheduled Urban Co-op. Banks Licensed to issue Banker's Guarantee**

- a. Abhyudaya Co-Op. Bank Ltd.
- b. Bassein Catholic Co-Op. Bank Ltd.
- c. Bharat Co-Op. Bank Ltd.
- d. Bombay Mercantile Co-Op. Bank Ltd.
- e. Cosmos Co-Op. Bank Ltd.
- f. Greater Bombay Co-Op. Bank Ltd.
- g. Janata Sahakari Bank Ltd.
- h. Mumbai District Central Co-Op. Bank Ltd.
- i. Maharashtra State Co-Op. Bank Ltd.
- j. New India Co-Op. Bank Ltd.
- k. North Canara G.S.B. Co-Op. Bank Ltd.
- l. Rupee Co-Op. Bank Ltd.
- m. Sangli Urban Co-Op. Bank Ltd.
- n. Saraswat Co-Op. Bank Ltd.
- o. Shamrao Vithal Co-Op. Bank Ltd.

#### **5. Foreign Banks**

- a. ABN AMRO Bank N.V.
- b. American Express Bank Ltd.
- c. ANZ Grindlays Bank.
- d. Bank of America NT & SA.
- e. Bank of Tokyo.
- f. Bank of Indosuez
- g. Bank National De Paris
- h. Barclays Bank.
- i. Citibank N.A.
- j. Hong Kong & Shanghai Banking Corporation.
- k. Mitsui Taiyokbe Bank Ltd.
- l. Standard Chartered Bank.

## LIST OF MEDICAL INSTITUTIONS

1. K.E.M. Hospital, Parel, Mumbai.
2. B.Y.L. Nair Hospital.
3. L.T.M.G Hospital, Sion
4. Dr. R.N. Cooper Municipal General Hospital, Juhu
5. Nair Hospital Dental College.
6. H.B.T. Trauma Hospital, Jogeshwari
7. Other Municipal Hospitals
  - a. K.B. Bhabha Hospital, Bandra
  - b. Group of T.B. Hospital, Sewri
  - c. Seth A.J.B. Municipal E. N.T. Hospital, Fort
  - d. Kasturba Hospital
  - e. H. B. M. G. Hospital, Borivali
  - f. V. N. Desai Mun. Gen. Hospital, Santacruz
  - g. Maa Hospital, Chembur
  - h. M. T. Agarwal Municipal Gen. Hospital
  - i. M. W. Desai Municipal Gen. Hospital
  - j. K. B. Bhabha Hospital, Kurla
  - k. S. V. Savarkar Municipal General Hospital.
  - l. Sant Muktabai Municipal General Hospital
  - m. S. K. Patil Municipal, General Hospital, Malad
  - n. Rajawadi Hospital
  - o. Centenary Hospital, Kandivali
  - p. Centenary Hospital, Govandi
  - q. Family Welfare & Mother Child Health, F/South ward
  - r. K. M. J. Phule Municipal General Hospital, Vikhroli (E)
  - s. Siddharth Municipal General Hospital, Goregaon (W)
  - t. Eye Hospital, Kamathipura
  - u. Acworth Leprosy Hospital, Wadala
  - v. S. T. D. Clinic, MCT
8. All BMC Maternity Homes & Dispensaries.
9. HBT Clinics

**Annexure – A**  
**Tender Form**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**  
**on Rs. 500/- stamp paper.**

I Shri / Smt \_\_\_\_\_ aged \_\_\_\_\_ years Indian Inhabitant, Proprietor/  
Director/Partner of M/s \_\_\_\_\_ resident at \_\_\_\_\_ do hereby give  
irrevocable undertaking as under:

1. I say & Undertake that as specified in section 171 of CGST Act ,2017, any reduction in rate of tax on supply of goods or services or benefit of input tax credit shall be mandatorily passed on BMC by the way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at an large stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of GST Counsel.
3. I Say that above said irrevocable undertaking is binding upon me/my partners/ company/other Directors of Company and also upon my /our legal heirs ,assignee, Executor, administrator etc.
4. If I fail to compliance with the provisions of GST Act, I Shall be Liable for penalty / punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & Correct to my/ our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Indentified by me

**Annexure – 1**  
**Tender Form**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**

To

The Municipal Commissioner , Brihanmumbai Municipal Corporation

Subject: - E-Tender No.: ..... Due date: .....

Sir,

I / We.....(full name in capital letters starting with surname),  
the Proprietor /Managing Director / Holder of the business for the establishment / firm /  
registered company named herein below do hereby state that I / We have read, examined and  
understood the contents of following documents relating to ....

1. Invitation to Tenderers.
2. Instructions to tenderers.
3. Form of Tender.
4. Contract Agreement form.
5. General Conditions of Contract.
6. Special Instructions to Tenderers.
7. Special Directions to Tenderers.
8. Scope of work and Technical Specifications.
9. Bill of Quantities & Rates. .
10. Special conditions, if any.
11. Minutes of pre Tender meeting, if any.
12. Addenda, if any.
13. List of approved banks and form of Banker's Guarantee.

I / We have examined the details/ specifications of supply to be made of medicines,  
medicine consumable and medical devices / work to be carried out and noted all the terms and  
conditions and accordingly hereby e-tender for execution of supply of medicines, medicine  
consumable and medical devices / supply referred to in the aforesaid documents, at the rate  
quoted for respective medicines, medicine consumable and medical devices/ at the percentage

quoted in the form of price proposal and appendix to price proposal and signed by me / us. (Strike out the portions which are not applicable).

I/ We have paid the Earnest Money Deposit (E.M.D.) online. Details of which is as follows

-----  
We are aware that this EMD shall not bear any interest till it is with BMC.

I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

I/We hereby further agree to execute agreement in the prescribed proforma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.

I / we have offered our rates in the prescribed format and uploaded it along with the Tender document.

I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions incorporated in the Tender documents and various declarations as per requirement of BMC and I/We shall abide by them, in all respect throughout the contract period.

Yours faithfully,

Address :

-----  
-----

Signature of the Tenderer / Partners

1. ....
2. ....
3. ....
4. ....
5. ....

Full Names and Residential Address of all the partners constituting The firm :

1. ....  
.....
2. ....  
.....
3. ....  
.....
4. ....  
.....
5. ....  
.....

**Annexure -2**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**  
**Details of the Items Quoted**  
**(Please fill all the places completely)**

SCH. No. \_\_\_\_\_ Year \_\_\_\_\_ TENDER No. \_\_\_\_\_ Due Date :

\_\_\_\_\_

Schedule Name : \_\_\_\_\_

**A) Details of Manufacturer/Importer:-**

Name of Manufacturer M/s. \_\_\_\_\_ Tenderer No \_\_\_\_\_ Email Id:-

\_\_\_\_\_

Address : \_\_\_\_\_ Contact No.

\_\_\_\_\_

Name of Importer M/s. \_\_\_\_\_ Tenderer No \_\_\_\_\_ Email Id:-

\_\_\_\_\_

Address : \_\_\_\_\_ Contact No.

\_\_\_\_\_

| Documents  | Whether Submitted Yes/No. |
|--|---------------------------|
| <input type="checkbox"/> Annexure -21 (Authorised Representative)<br><input type="checkbox"/> Annexure-19 (undertaking from Manufacturer/Importer)<br><input type="checkbox"/> Annexure-18 (Productwise details)<br><input type="checkbox"/> New Drug & fixed Dose combination permission in form 45/46 (if applicable)<br><input type="checkbox"/> Name and Place of the Manufacturer & country of Origin Cft (Imported Items)<br><input type="checkbox"/> Previous Three years itemwise bills of entry (Imported Items)<br><input type="checkbox"/> Annexure-7(Authority letter from Manufacturer to Importer Or Contract Agreement between foreign mfggr & Importer). If yes, issue dt. & validity. |                           |

**B) Details of Authorised Distributor :- (If appointed)**

Name of Distributor :- M/s \_\_\_\_\_ Email Id:-  
\_\_\_\_\_

Address \_\_\_\_\_, Tenderer  
No. \_\_\_\_\_

| Documents  | Whether Submitted Yes/No. |
|--|---------------------------|
| <input type="checkbox"/> Annexure-22 (Authority Letter for appointing Distributor) If yes, issue dt. |                           |
| <input type="checkbox"/> Drug selling Lic / (Importer and /or Distributor) If yes, validity.         |                           |
| <input type="checkbox"/> No conviction Cft. of (Importer and / or Distributor) If yes, issue dt.     |                           |

**C) Product Registration Cft No. & it's validity ( In case if product is Registered)**

Self Declaration for No Change in documents from Registration to tender due dt.  
\_\_\_\_\_

**D) Details of the Item Quoted:-**

| Sr. No. | Sch. Item No. | Description (as per Sch. Copy) | Product offered in tender (Description) IP/BP/USP & with <b>Brand</b> name if any | Drug mfg Lic No. / Import Lic No. (Form 25/28 or Form 10) with validity | HSN Code |
|---------|---------------|--------------------------------|---|---|----------|
| 1       |               |                                |   |   |          |
| 2       |               |                                |   |   |          |
| 3       |               |                                |   |   |          |

Prepare separate sheet manufacturer wise / Location wise.

Add as many lines as you want as per number of items quoted, write 'Not Applicable (NA)' wherever necessary.

**Note :-** Tenderers are requested highlight and mark Sch. Item No.in uploaded copies in front of items product list in Drug mfg Lic.,WHO-GMP Cft, Perf. Cft., Test Report & Production/ import & Sales Certificate.

**Signature & Seal of Tenderer**



**Annexure – 3**  
**(Particulars of the tenderer Specimen Copy)**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**

Following information to be submitted along with tenders (in envelope 'A') as detailed herein below. Put a tick mark where applicable. Write N.A. where not applicable.

1. Name & complete Postal Address of the firm
  - a. Places of manufacturer.  
(In case of firms having more than one place, mention the nearest)
  - b. Registered Head Office with Postal Address and Telephone Number, Fax Number, Mobile Number & Email ID.
  - c. Mumbai Office address with Telephone Number, Fax Number, Mobile Number & Email ID.
2. Total annual turnover in the preceding 3 Financial Years.
3. Is the firm registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
  - a. If so, furnish certified Photostat copy of Certificate of Registration.
  - b. In case of Limited Companies furnish a certified Photostat copy of the Memorandum Articles of Association along with the List of Directors, their addresses, Telephone Number, Fax Number, Mobile Number, & Email ID, if any.
  - c. In case of Proprietorship/Partnership firms, name of the Proprietor/Partners with complete Postal Residential & Business address, Telephone Number, Fax Number, Mobile Number, & Email ID, if any ( in order of ----- % of shares) along with certified copy of registered documents of Partnership Deed.
  - d. Ownership status of the Firm. (Maharashtra Govt. /Other State Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company)
4. Whether tendering as Manufacturer / Importer.
5. Name and Designation of the Officer/complete Postal Address, Phone Number Mobile Number, Fax Number, Email ID etc. who should be contacted by this office in case of urgent problem.
6. Location of other manufacturing works/factories owned by the firm (if any)
7. Specify how much quantity of products were supplied to the Govt. of Maharashtra /Brihanmumbai MahanagarPalika in the last four years as shown below. (Use separate sheet, if necessary)

| <b>Years</b> | <b>Quantity of Supply</b> | <b>Name of the stores Institute to whom supply is made</b> |
|--------------|---------------------------|--|
| <b>1</b>     | <b>2</b>                  | <b>3</b>   |
|              |                           |  |
|              |                           |  |
|              |                           |  |

I/We have carefully gone through the tender documents & the terms & conditions mentioned therein & are all acceptable & agreeable in entirety to me/us.

---

Full Signature of the Tenderer  
With Official Seal and Address

**Annexure –4**

**Declaration by the Tenderer  
(Supply of Tab. Abacavir 300mg)  
(Tender No 7200037100)  
on Rs. 200/- stamp paper.**

(To be filled in and signed by the tenderer and to be submitted on Non judicial stamp paper of Rs, 200/-duly notarized by Notary Public / First Class Magistrate.)

**AFFIDAVIT**

**To**

**The Municipal Commissioner**

Brihanmumbai Municipal Corporation

**Subject:-** E-Tender No..... Due date.....

Sir,

I / We.....(full name in capital letters starting with surname), the Proprietor /Partner/Managing Director/Holder of Power of Attorney of.....

..... the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking:-

1. I/we hereby confirm that I / we will be able to carry out the work/supply/ installation/commissioning offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.
2. I/We do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.
3. I/We also admit that if the relevant conditions forTendering submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.

4. I /We do hereby undertake that we have offered best price for the subject supply /work as per the present market rates and that I/We have not offered less price for the subject supply/work to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also, in similar conditions.
5. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Mumbai Municipal Corporation Act.
6. I / We agree to comply with and fulfill the requirements of all labour laws or other enactments applicable to this supply /work and aTendere them throughout the period of contract.
7. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance.
8. BMC will not be required to assign any reason while exercising this right and I/We shall aTendere by such decision being binding on us.
9. I / We shall not sublet the work to any agency without prior approval of the BMC.
10. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
  - a. I / We fail to keep the e-tender open as aforesaid
  - b. I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so.
  - c. I / We do not commence the work/supply on or before the date specified by officer/ engineer in his work order/indent
  - d. I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information testimonials, letter etc. within a period of one week from receipt of such demand.
11. I/We further agree that if for any reasons the Municipal Commissioner, Additional Municipal Commissioner, Director or Dy. Municipal Commissioner, as the case may be, may require me/us to supply /carry out works costing upto Rs...../- in respect of the works/supply involved in this tender, pending acceptance of the tender as a whole by the authority competent to do so under the relevant provisions of the MMC Act, issuance of such work order/ indent shall not amount to a counter offer by the BMC and I/We shall be bound to implement such work order/ indent without claiming any compensation and

shall start the work/ supply positively within the period specified in such work orders / indent.

12. I/We hereby agree to execute the additional work/ supply to the extent of 50% over and above the office estimates at the quoted rate and terms and conditions of contract, but within the contract period as and when called upon by the Municipal Commissioner, Additional Municipal Commissioner, Director or Dy. Municipal Commissioner to do so.
13. I/We hereby further state and declare that on due date of tender. I/We are ...
  - a. not declared insolvent.
  - b. not debarred or blacklisted for tendering of Tenders by the Corporation or any other Govt./ Semi Govt. organizations on due date.
  - c. not convicted under the provision of IPC or Prevention of Corruption Act., nor any case is pending against me/us in any court of law with respect to subject matter.
  - d. The acceptance of this tender by B.M.C. shall constitute a binding contract between me / us and B.M.C.
14. I/ We have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.
15. I / We further confirm that the information/ documents submitted by me /us are true and correct to best of my/our knowledge and belief and that in the event it is revealed subsequently after opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document uploaded/ submitted by me/us in this e-tender is false or incorrect, I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I / We agree to undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.
16. I / We do hereby agree to pay all the cost, charges and expenses in connection with this contract including stamp duty on contract agreement and Bank Guarantee as per government directives.
17. I/we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents. Full name and complete address with Yours faithfully, Tel. Nos. & E-mail address of all partners Signature of Tenderer Trading under the name and style of..... Office Stamp.

**WITNESS:**

(1) Full Name ..... And

Address .....

.....

Signature .....

(2) Full Name ..... And

Address .....

.....

Signature .....

**Full Name, Office & Residential Address of the Directors/Partners & E-mail Address.**

| <b>No.</b> | <b>Full Name</b> | <b>Office Address</b> | <b>Residential Address</b> | <b>Signature</b> |
|------------|------------------|-----------------------|----------------------------|------------------|
| <b>1</b>   |                  |                       |                            |                  |
| <b>2</b>   |                  |                       |                            |                  |
| <b>3</b>   |                  |                       |                            |                  |
| <b>4</b>   |                  |                       |                            |                  |
| <b>5</b>   |                  |                       |                            |                  |

**Annexure – 6**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**  
**on Rs. 200/- stamp paper.**

**DECLARATION BY THE TENDERER REGARDING ELIGIBILITY AND  
ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER DOCUMENTS**

(To be filled in and signed by the tenderer and to be submitted on non judicial  
paper of Rs, 200/-duly notarized by Notary Public. / First Class Magistrate along with Tender)  
To be uploaded in folder ‘A’

**AFFIDAVIT**

To,  
**Municipal Commissioner,**  
Brihanmumbai Municipal Corporation .

Sir,  
Ref your Tender No: \_\_\_\_\_.

**I / we give following undertaking:**

1. I / we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions.
2. I / we have also appraised myself / ourselves with B.M.C., actual nature of supply/ work and other prevalent conditions.
3. I / we hereby confirm that I / we will be able to carry out the supply/ work offered by me /us as per specifications indicated in the tender, after compliance of all the required formalities within the specified time at the quoted rates,if accepted by B.M.C.
4. I / We agree to aTendere the regulations of the BMC premises now in force or which may come into force, during the currency of the contract.
5. I / We also undertake to carry out the supply / work without any interference, what- so-ever to the supply/work.
6. I / We agree for reserving the right to stop any supervising staff/ labour employed by me /us from entering in the BMC premises/area, if BMC feels that the said person is an undesirable element or is likely to create mischief. BMC will not be required to assign any

reason while exercising this right and I/We shall aTendere by such decision of the BMC as final and binding on me/us.

7. I / We shall not sublet the work or supply to any other agency without the prior approval of the BMC.
8. I / We agree to execute an agreement in the Proforma given and shall bear necessary cost of stamp duty as per Government directives in this regard.
9. I / We also agree, to undertake to carry out all types of supply / work covered under Items of this tender as ordered from time to time by the Officer In Charge or by his authorized representatives.
10. I/we hereby declare that the information furnished in the tender is correct and true to the best of my / our knowledge and belief. I /we also know and accept that if at any stage the information is found to be not correct , my / our tender shall not be considered by M.C,G.M., and EMD shall stand forfeited and I /we will be liable for action as per terms and condition .
11. The acceptance of this tender by B.M.C., shall constitute a binding contract between me / us and B.M.C.
12. I/we solemnly confirm the compliance of all the requirements / Conditions of the tender documents.
13. I / we have offered our rates in the prescribed format and uploaded it along with the Tender document.
14. I / we hereby certify that I /we was / were never black listed by B.M.C. or not either by any of central Govt. / state Govt. / Public sector undertaking / any other Local body.
15. I / we do hereby agree that if in future, it comes to the notice of B.M.C. / if it is brought to the notice of B.M.C. that my disciplinary / penal action due to violation of terms and conditions of the tender which amounts to cheating / depicting of mollified intention during the completion of the contract anywhere in B.M.C. or either by any of central Govt. / State Govt. / Public sector undertaking / any other Local body. B.M.C. will be at desecration to take appropriate action as its finds fit.

Solemnly affirmed on this \_\_\_\_\_ the day of \_\_\_\_\_ 20

**Full Signature of the Tenderer with  
Official Seal & Address**



**Annexure – 7**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**

**Authority Letter**

**(Authority letter to be issued by the Manufacturer for appointing Importer)**

I / We undersigned who is / are authorized signatory / signatories of the Manufacturing firm M/s. \_\_\_\_\_ Address \_\_\_\_\_ do hereby authorized M/s. \_\_\_\_\_ Address \_\_\_\_\_ to quote the rates / collect the orders / raise the bill for the good manufactured by me / us under the tender published by Brihanmumbai Municipal Corporation ( Tender No. \_\_\_\_\_ due on \_\_\_\_\_ ) for the goods manufactured by me / us. I / We have not authorized any other importer etc. to this purpose.

As a Manufacturer I / We would be responsible for all the quality related issues for the products manufactured by us.

**Authorized Signatory of the Firm**

**(Rubber Stamp)**

**Date**

**(This is to be issued on firms approved letter head.)**

**COMMERCIAL OFFER**

**Details of the Item Data :- ( Rate to be filled by tenderer in commercial offer)**

| <b>Item code</b> | <b>Description of the Items</b> | <b>Quantity</b> |
|------------------|---------------------------------|-----------------|
|                  |                                 |                 |
|                  |                                 |                 |
|                  |                                 |                 |
|                  |                                 |                 |
|                  |                                 |                 |
|                  |                                 |                 |
|                  |                                 |                 |
|                  |                                 |                 |
|                  |                                 |                 |

**Annexure – 8**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**Form of undertaking of Mandatory Conditions**

**(To be uploaded in Folder ‘A’)**

SUB: Supply of \_\_\_\_\_.

Tender No. \_\_\_\_\_ Due On \_\_\_\_\_

**Mandatory Conditions of this tender:**

1. **Number of Models:** The tenderer shall quote the price for each item only, which is as per the specifications mentioned in the Tender Form. The tenderer who have filled-in the price for more than one model, such offer shall be rejected outright.
2. **Validity.** Every tender shall be made open for acceptance for minimum period of 180 days from opening of the tender. Tenderer specifying validity for less than 180 days shall be rejected outright.
3. Testing/verification of the samples of the lowest tenderers if required will be carried out by BMC & if not found as per specification, in such case his offer though lowest will not be considered.
4. **Payment.** Payment will be made within 30 days from the date of satisfactory supply, submission of the bills and submission of all documents for execution of written contract.
5. **Contract deposit.** Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of cash/DD or in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation & same will be retained 6 months after completion of contract period. The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same, within the Mumbai City limit categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the Tenderer/supplier furnishing the banker's guarantee.
6. **Delivery** The Tenderer should give free delivery to user department of BMC, within specified period from the date of placing the order.
7. **Order** The user department will place orders as and when required during the contract

period.

8. **Penalty** Late supply or installation will be penalized as per Clause No. 8 of Articles of Agreement.
9. **Acceptance of Tender** The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.
10. **Contact details:** Address, E-Mail, Tel. / Fax No. of the manufacturer, authorized distributors/dealers/agents in Mumbai.
11. **Liquidated damage.** The conditions of the contract provide for the damages for the late delivery as liquidated damages. In the event of late delivery of materials, the Tenderer shall pay to the BMC liquidated damages a sum equal to half percent of tender price of the material/equipment supply late per week calculated from the next day after the agreed delivery, period is over. This is subject to maximum limit @ 10% of the tender value of the material. Such penalty is to be deducted always by the consignee from the Tenderer balance bill, B.G. or EMD or any money due to the Tenderer from BRIHANMUMBAI MUNICIPAL CORPORATION .

OR

To purchase from elsewhere after giving due notice to the Tenderer on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery.

OR

To cancel the contract and orders, forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

The primary responsibility for the supply of items in time shall rest with the supplier.

12. “THE TENDER SHALL BE REJECTED OUTRIGHT IF THE TENDERER DOES NOT FULLFILL THE MANDATORY CONDITIONS AS BELOW.”

If the tenderer does not upload scanned copies of the PAN Documents and Photographs of the individuals, owners, Karta of the Hindu Undivided family, Partners of the Partnership Firms and Director / Directors in case of Private Limited/ Public Limited Companies or the authorized representatives of the registered Cooperative Societies / Semi Government Undertakings as the case may be, Affidavit for compliance of condition no.17 & Best rate quoted as per annexure– 5.

13. In case one or more offers with the same prices are received, the Municipal Commissioner's decision to accept any of the offers shall be final and the said decision shall be binding on the tenderers.
14. I / We have gone through the "General Instruction to the tenderer", "The Articles of Agreement", "Copy of Undertaking for mandatory Conditions" and "Technical Offer" and I / We agree to aTendere the same.

**Full Signature of the tenderer with  
Official Seal and Address.**

**Annexure – 9**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**PRO-FORMA FOR EMD**

**(To be uploaded in ENVELOPE ‘A’)**

|          |  |   |
|----------|--|---|
| <b>1</b> | Name of Tenderer                               |   |
| <b>2</b> | Name of Supply                                 | Supply of -----Sch No. -----<br>Tender No.-----             |
| <b>3</b> | Department                                     | Central Purchase Department                                 |
| <b>4</b> | Tender No. & Start Date<br>Due Date            | No: .....<br>Start Date: .....<br>End Date: .....           |
|          | Details  | E.M.D.<br>Agreement of integrity pact as per<br>annexure-12 |
| <b>a</b> | Amount Rs.                                     |   |
| <b>b</b> | IFC Code No.                                   |   |
| <b>c</b> | Bank Name & Branch Issuing<br>D.D. / Pay Order |   |
| <b>d</b> | MICR No.                                       |   |

**Full Signature of the tenderer with  
Official Seal & Address**

**NOTE: PRO-FORMA should be on letter head of the tenderer.**

**Annexure – 10**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**  
**on Rs. 200/- stamp paper.**

**CENTRAL PURCHASE DEPARTMENT**  
**Tender Schedule No. \_\_\_\_\_**

To,  
**The Municipal Commissioner,**  
Brihanmumbai Municipal Corporation  
Sir,

Tender No. \_\_\_\_\_ “I/We  
\_\_\_\_\_ (Full name in  
capital letters, starting with surname), the Proprietor/Managing Patner/ managing  
Director.Holer of the Business/ Manufacturer./ Authorized Dealer, for the establishment/ firm/  
registered compay, named herein below,do hereby, state and declare that I/We  
\_\_\_\_\_ whose names are given  
herein below in details with the addresses have not filed in this tender under any other name or  
under the name of any other establishment /firm or otherwise, nor are we in/way related or  
concerned with any establishment /firm or any other person, who have filled in the tender for  
the aforesaid work”.

“I/We hereby undertake that rates offered by us in BMC tender/ Rate contract are within the  
price ceiling fixed by DPCO/ National Pharmaceuticals Pricing Authority (NAPPA), Ministry  
of chemicals & Fertilizers as per the Drugs and cosmetic Act 1945 and Drugs price Control  
order 1995 read with subsequent amendments. I/We further undertake that in case there is any  
down-ward revision by the NPPA, same will be passed on the Brihanmumbai Municipal  
Corporation from the effective date during the currency of the contract. Further we have filled  
in the accompanying tender with full knowledge of above liabilities and therefore we will not  
raise any objection or dispute in any manner relating to any action including forfeiture of  
deposit and debaring from future BMC Tender Enquiry for the further of 3 years.

I/We further agree and undertake that in the event it is revealed subsequently after the  
allotment of work/contract to me/us, that any information given by me/us in this tender is false  
or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such  
losses or inconveniences caused to the Corporation in any manner and will not resist any claim

for such compensation on any ground whatsoever, I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

**Tenderer's Full name, full signature and  
address with rubber stamp**

**(Note: This affidavit should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number).**



**Annexure – 11**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**INTERNAL GRIEVANCE REDRESSAL MECHANISM**

1. If a Tenderder is not satisfied with the decision of responsiveness/ non responsiveness in Packets ‘A’, ‘B’ or ‘C’, by the concerned HOD, he may appeal to D.M.C.(C.P.D.) by paying fee of Rs.25,000/- within 7 days from the communication of status of responsiveness / non - responsiveness.

2. D.M.C.(C.P.D.) will assign the work of co-ordination of various activities and administration work to G.C.R. to nominated Registrar – (Retired Sr. Legal Officer, B.M.C.)

3. The Committee for hearing grievances and passing orders will be constituted as follows;

(a) The Committee will comprise of D.M.C./ Director/ Jt.M.C. of tender inviting department and D.M.C./ Director / Jt.M.C. of the department for which tender is being invited.

For example, if tender is invited by C.P.D (MTS) for Public Health & Major Hospitals then the Committee will be of DMC (CPD) and DMC(PH).

(b) In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/ Director/ Jt.M.C. of the same department and DMC (CPD) will be the members of the Committee.

For example, if tender is invited by OSD (PHP) CPD for Public Health & Major Hospitals then the Committee will be DMC (PH) and DMC (CPD).

In tabular format:

| <b>Tender inviting Department</b>                            | <b>Department raising the demand</b> |
|--|--------------------------------------|
| DMC (CPD) or DMC/ Director / Jt.M.C. of concerned Department | Concerned DMC / Director/ Jt.M.C.    |

4. In case the work is pertaining to various departments then concerned DMC / Director/ Jt.M.C.having major contribution of work will be one of the members of the Committee.

5. The Committee will hear the grievances of Tenderer within 30 days on receipt of Tenderder’s application and will pass an order within 45 days.

6. If Tenderer is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department within 3 days from the communication of Internal Grievance Redressal Committee. The Addl. Municipal Commissioner will hear the case in 10 Days after receipt of second appeal from the Tenderer and will pass the order accordingly.

Yours faithfully,

**(Full Signature with Date, Name & Designation)**

**For and on behalf of M/s. \_\_\_\_\_**

**Annexure – 12**

**(Supply of Tab. Abacavir 300mg)  
(Tender No 7200037100)  
on Rs. 100/- stamp paper.**

**FORM OF INTEGRITY PACT**

This Agreement (hereinafter called the Integrity Pact) is entered into on ----- day of the ----- month of 20 ---- between Brihanmumbai Municipal Corporation acting through ----- (Name and Designation of the officer) (hereinafter referred to as the "B.M.C." which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ----- (Name of the company) represented by -----, Proprietor or 2 directors/Managing Director or All partners, as the case may be (Name and Designation of the officer) ( hereinafter called as the "Tenderer / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS THE BMC invites tenders for medicines/medical devices and medical consumables for the use of **Public Health & Major Hospitals** by floating Tender No.----- on Date----- and the Tenderer /Seller is willing to submit Tender for the same and WHEREAS the TENDERER is a private Company / Public Company/ Government Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BMC is Urban Local Body.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BMC to obtain the desired medicines/medical devices and medical consumables at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling TENDERERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BMC will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the BMC will appoint an external independent monitor who will monitor

the tender process and execution of the contract for compliance with the principles mentioned above.

The parties hereto agree to enter into this Integrity Pact and agree as follows:-

**1. COMMITMENTS OF THE B.M.C.**

- 1.1 B.M.C. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to procure medicines/medical devices and medical consumables at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The B.M.C. undertakes that no employee of the BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the tendering process, tender evaluation, execution of contract and process of supply medicines/medical devices and medical consumables related to the contract.
- 1.3 B.M.C. will during tender process treat all Tenderers with equity and reason. The B.M.C. before and during tender process provide to all Tenderers the same information and will not provide to any Tenderer any confidential / additional information through which the Tenderer could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Tenderer to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Brihanmumbai Municipal Corporation, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

**2. COMMITMENTS OF THE TENDERERS / TENDERER**

- 2.1 The Tenderer commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 2.2 The Tenderers will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected

directly or indirectly with the Tendering process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the Tendering, evaluation, contracting and implementation of the contract.

- 2.3 The Tenderer further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BMC.
- 2.4 The Tenderers/ Tenderer will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of Tenders or any other actions to restrict competitiveness or to introduce cartelization in the Tendering process.
- 2.5 The Tenderers / Tenderer will not commit any offence under relevant anti corruption laws of India. Further, the Tenderers will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Tenderers/ Tenderer of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Tenderer shall disclose their foreign principals or associates.
- 2.7 The Tenderer shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMC.
- 2.8 The Tenderer will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.**
- 2.9 The Tenderers / Tenderer will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his Tender.
- 2.10 The Tenderers / Tenderer shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the B.M.C. or his relatives.
- 2.11 The Tenderer will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the Tendering process, Tender evaluation, contracting and implementation of the contract.

- 2.13 The Tenderers / Tenderer will undertake to demand from all sub Tenderer a commitment in conformity with this Integrity Pact.
- 2.14 **The Tenderers / Tenderer will not instigate third persons to commit offences outlined above or be an accessory to such offences.**

### **3. PREVIOUS TRANSGRESSION**

- 3.1 The Tenderer declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify TENDERER's exclusion from the tender process.
- 3.2 If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

### **4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

If the Tenderers/ Tenderer or anyone employee acting on his behalf whether or without the knowledge of the Tenderer before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the B.M.C. is entitled to exclude the Tenderer from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required..

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Tenderer. Further, the proceedings with the other Tenderers would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond ( after the contract is signed) shall stand forfeited either fully or partially, as decided by the B.M.C. and B.M.C. shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Tenderer.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Tenderer from B.M.C. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Tenderer, in order to recover the payment already made by B.M.C. along with interest.

- 4.7 To cancel all other contracts with the Tenderer. The Tenderer shall be liable to pay compensation for any loss or damages to the B.M.C. resulting from such cancellation / rescission and the B.M.C. shall be entitled to deduct the amount so payable from the money due to the Tenderer.
- 4.8 Forfeiture of Performance Bond in case of a decision by the B.M.C. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of B.M.C. to the effect that the breach of the provisions of this Pact has been committed by the Tenderer shall be final and conclusive on the Tenderer.
- 4.10 The Tenderer accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Tenderers/ Tenderer from participating in future Tendering process of B.M.C. for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitor

#### **5. FALL CLAUSE**

- 5.1 The Tenderer undertakes that it has not quoted similar medicines/medical devices and medical consumables / products / systems or subsystems in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar medicines/medical devices and medical consumables / products / systems or sub systems was supplied by the TENDERER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Tenderer from BMC.

#### **6. EXTERNAL INDEPENDENT MONITOR / MONITORS**

- 6.1 The B.M.C. Appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.

- 6.4 The Tenderer shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub Tenderer.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Tenderer/Tenderer/sub-Tenderer, with confidentiality.
- 6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by B.M.C. / Tenderer and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both parties accept that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

## **7. VALIDITY OF THE PACT**

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the B.M.C. and TENDERER / Seller, including warranty period, whichever is later. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the B.M.C.

## **8. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the TENDERER and



the TENDERER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

**9. MISCELLANEOUS**

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the B.M.C. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 9.2 If the Tenderer is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

**10. The Parties hereby sign this Integrity Pact at -----on-----**

|                 | <u>BMC</u>            | <u>TENDERER / SELLER</u>          |
|-----------------|-----------------------|-----------------------------------|
| Signature       | -----                 | -----                             |
| Name of officer | -----                 |                                   |
| Designation     | -----                 | -----                             |
| Name of Company | -----                 |                                   |
| Address         | -----                 | -----                             |
|                 | -----                 | -----                             |
| Dated           | -----                 | -----                             |
|                 | <b>WITNESS-1(BMC)</b> | <b>Witness-1(TENDERER/SELLER)</b> |
| Signature       | -----                 | -----                             |
| Name of officer | -----                 |                                   |
| Designation     | -----                 | -----                             |
| Name of Company | -----                 |                                   |
| Address         | -----                 | -----                             |
|                 | -----                 | -----                             |
| Dated           | -----                 | -----                             |

**Note:** This “FORM OF INTEGRITY PACT “should be given on Rs.100/- stamp paper duly notarized by Notary with red seal and registration Number.

**Annexure – 13**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**  
**On Rs. 200/- Stamp Paper**

**UNDERTAKING CUM INDEMNITY BOND**

We (1) \_\_\_\_\_, (2) \_\_\_\_\_ and (3) \_\_\_\_\_ aged (1) \_\_\_\_\_ yrs (2) \_\_\_\_\_ yrs. And (3) \_\_\_\_\_ yrs respectively; **Proprietor/ Managing Director / 2 Directors/All partners** / Power of Attorney Holder of the Firm \_\_\_\_\_ having its office at \_\_\_\_\_ hereby gives an UNDERTAKING CUM INDEMNITY BOND as under.

AND WHEREAS we are registered Tenderer/s with the Brihanmumbai Municipal Corporation and / or (Name of other authority) having Registration No. \_\_\_\_\_ Valid up to \_\_\_\_\_.

AND WHEREAS the Brihanmumbai Municipal Corporation had published the tender notice for the procurement of medicines/medical devices and medical consumables for Public Health & Major Hospitals.

AND WHEREAS I/We want to participate in the Said Tender procedure. I/We hereby given an UNDERTAKING CUM INDEMNITY BOND as hereinafter appearing:-

I/We hereby agree and undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by FDA or any Government, Semi Government and Government Under-takings etc.

I/We hereby further undertake to communicate if my/our Firm comes under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by FDA or any Government, Semi Government and Government under-takings etc.

I/We hereby further agree and undertake that, at any stage of tendering procedure if the said information is found incorrect, it should be lawful for the BMC to forthwith debar me/us from the tendering procedure and initiate appropriate penal action.

The undertaking – cum - Indemnity Bond is binding upon us / our heirs, executor's administrators and assigns and/or successor and assigns.

Place :

Dated

**Proprietor/ Partners/Directors/POA holder**  
**(Seal of Firm/Co.)**

Identified by me.

**BEFORE ME,**

**Annexure – 14**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**On Rs. 200/- Stamp Paper**

**PRO-FORMA FOR “Declaration for ESIC from Tenderer”**

**(To be uploaded in ENVELOPE ‘A’)**

**To,**

**Municipal Commissioner**

B.M.C. Mumbai.

**Dear Sir,**

**Reference: - E-Tender Document No. \_\_\_\_\_ dated \_\_\_\_\_.**

1. We hereby **declare that ESIC 1948** is not applicable to our firm as our firm has less than 10 employees/persons on our establishment (In case of production by use of energy) and 20 employees / persons on our establishment (In case of production without use of energy) up to date.
2. In future if nos. employees/persons on our establishment will increase as stated above, the valid registration certificate under ESIC. Act 1948 will be submitted immediately.

Yours faithfully,

**(Signature with Date, Name & Designation)**

**For and on behalf of M/s. \_\_\_\_\_**

**Note: 1) This letter should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.**

- 2) **Scanned copy of Original letter shall be uploaded.**
- 3) Tender No / Tender No should be written on this Declaration.
- 4) This Declaration should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.

**Annexure – 15**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**On Rs. 200/- Stamp Paper**

**PRO-FORMA FOR “Declaration for E.P.F. & M. Act 1952 from Tenderer”**

**(To be uploaded in ENVELOPE ‘A’)**

**To,**

**Municipal Commissioner**

B.M.C. Mumbai.

**Dear Sir,**

**Reference: - E-Tender Document No. \_\_\_\_\_ dated \_\_\_\_\_.**

1. We hereby **declare that** E.P.F. & M.P. Act 1952 is not applicable to our firm as our firm has less than 20 employees/persons on our establishment up to date.
2. In future if nos. employees / persons on our establishment will increase equal to or more than 20 nos. the valid registration certificate under E.P.F. & M.P. Act 1952 will be submitted immediately.

Yours faithfully,

**(Signature with Date, Name & Designation)**

**For and on behalf of M/s. \_\_\_\_\_**

**Note: 1) This letter should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.**

- 1) **Scanned copy of Original letter shall be uploaded.**
- 2) Tender No / Tender No should be written on this Declaration.
- 3) This Declaration should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.

**Annexure - 16**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**(Performance Certificate)**

**CAPACITY AND QUALITY CERTIFICATION FROM DRUG AUTHORITY**

**(To be submitted on official letter of drugs authority and stamped with Govt. Seal)**

**FDA Reference no.**

**Date-**

2. Name of the firm:- M/s. ....

Address .....

Telephone .....

E-mail .....

Tele fax .....

Website .....

The firm is holding following valid and own manufacturing license / licenses (not on Loan Lic.) and have approved and valid manufacturing facilities at following location/s as per World Health Organization Good Manufacturing Practices (WHO-GMP Certification) at following locations/facilities and they are manufacturing the following products since the last 3 years under the license mentioned below. It is further certified that the following products are also being marketed for the last three years.

Name of Firm: .....

| Sr. No. of the Item as in tender enquiry | Name & Specification of the Item | Date of issue of Mfg. license for the product | Date of marketing the 1 <sup>st</sup> batch | Actual production details (last three years) |                       |           |                       |           |                       | Remarks |
|--|----------------------------------|---|---|--|-----------------------|-----------|-----------------------|-----------|-----------------------|---------|
|  |                                  |   |   | -----  |                       | -----     |                       | -----     |                       |         |
|  |                                  |   |   | Batch No.                                    | Batch size / Quantity | Batch No. | Batch size / Quantity | Batch No. | Batch size / Quantity |         |
|  |                                  |   |   |  |                       |           |                       |           |                       |         |
|  |                                  |   |   |  |                       |           |                       |           |                       |         |
|  |                                  |   |   |  |                       |           |                       |           |                       |         |

2. Drug license No. 1) ..... Date of issue..... Valid till date.....  
Location address.....
3. Drug license No. 2) ..... Date of issue..... Valid till date.....  
Location address.....
4. Drug license No. 3) ..... Date of issue..... Valid till date.....  
Location address .....
5. All the above licenses are valid, own licenses and not loan licences.
6. M/s. \_\_\_\_\_ (Name Of firm) is properly registered to supply Medicines / Medical devices and is in good legal and statutory standing and is licensed as a primary manufacturer of the range of Medicines / Medical devices to be offered. (The list of medicines/medical devices for which tenderer wishes to participate is attached herewith).
7. No product from this list attached herewith, manufactured by the firm had been declared of sub standard quality/ spurious / counterfeit as defined under prevailing Drug & Cosmetics Act and rules there under during last 3 years.
8. The firm have not been prosecuted or convicted and license of the firm had not been suspended even for one day under prevailing drug & Cosmetics Act and rules there under during last three years.
9. No administrative action or prosecution is contemplated or launched against the manufacturer under the Drugs & Cosmetics Act, 1940 & Rules there under in respect of any of the drugs, surgical items, medical device offered by him in the tender mentioned in the list attached herewith, during last three years.
10. During the preceding three (3) years there is no instance of suspension or cancellation of a part of license, issued to the manufacturer, in respect of any of the drugs, surgical items, medical device which are offered by the manufacturer in the tender mentioned in the list attached herewith, on account of Drugs & Cosmetic Act under tender being not of standard quality.
11. The department wise approved production capacities for \_\_\_\_\_ (Name of firm) are as follows:

The prequalified installed capacity for the firm is as follows:

Annual Capacity –

**A.** Non – Sterile Tab/Cap., Liquid orals etc.

**B.** Sterile – Injections / I.V. Fluids/Ophthalmic/External etc.

12. M/s. \_\_\_\_\_ (Name of firm) retains full records of production batches and quality control test results, and will exhibit these on request.

13. M/s. \_\_\_\_\_ (Name of firm) has at least three years experience in the manufacturing of specific dosage forms it will Tender on, and has three years or more experience in producing any product covered by this Invitation for Tenders.

14. M/s. \_\_\_\_\_ (Name of firm) has experience with the knowledge of modes of packing, distribution, and transportation of Medicines similar to that of the Purchaser in terms of level of development, climate, etc.

We hereby certify that the above information is true and accurate to the best of our knowledge. We understand that the provision of information that is later found to be false is sufficient justification for disqualification.

Signature of Officer

Drug Control Authority

Date: \_\_\_\_\_

Full Name (Printed)

\_\_\_\_\_

Position of Officer

Signature of the State Drug Commissioner along with address And seal **on each page**

**Note:**

- 1) Firm will have to produce documentary evidence with respect to production as and when asked for to be affixed with official government FDA Seal.
- 2) If Manufacturing License is issued by CDSCO then State FDA Performance certificate has to be submitted alongwith Batch wise production details on CA's letterhead in the format of Annex.16.

TO BE AFFIXED WITH OFFICIAL GOVERNMENT FDA SEAL



**Annexure – 17**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**(Document of Technical Tender)**

**Statement showing item-wise total number of units manufactured / imported and sold during last three financial years.**

Name of Manufacturer / Importer and Complete Address: \_\_\_\_\_

Import Lic /Drug No- \_\_\_\_\_

| Sr. No. | Tender Item No. | Tender Item Name with Description) | Total Tender Quantity | 20 percent of the quantity of total requirement specified in the tender | Actual Number of units Manufactured/ Imported in last 3 financial years. (Audited) |      |                                      |      |                                      |      |
|---------|-----------------|------------------------------------|-----------------------|---|--|------|--------------------------------------|------|--------------------------------------|------|
|         |                 |                                    |                       |   | ----   |      | -----                                |      | -----                                |      |
|         |                 |                                    |                       |   | No. of units Manufactured / Imported   | Sold | No. of units Manufactured / Imported | Sold | No. of units Manufactured / Imported | Sold |
|         |                 |                                    |                       |   |  |      |                                      |      |                                      |      |

**“This annual sale is more than 20 percent of the quantity of total requirement specified in the tender”.**

**Note:**

1. In case of new drugs & new medical devices items wise quantity of Manufactured / Import & sales of previous 2 years.
2. Manufactured quantity of Annexure 16 should corroborate with manufactured quantity mentioned in Annexure 17.

**Signature and Seal of the Chartered Accountant on each page**

Date:

UDIN No.

**Annexure – 18**  
**On Manufacturer / Importer letterhead**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**

Statement showing details of Product offered with its composition

**(Product offered column should not simply repeat the tender specification rather it must give actual details of the product manufactured by the manufacturer.)**

Name of Manufacturer/Importer and Address \_\_\_\_\_

| Sr. No | Schedule Item No | Item Name & Description in Tender (Schedule Description) | Details of product offered with Composition by the tenderer (with pharmacopoeial grade IP/BP/USP/NF etc.) | F.D.A. (for drugs)/ Product Permission Date | DCGI Permission Date in case of New Drugs & FDCs |
|--------|------------------|--|---|---|--|
| 1      |                  |  |   |   |  |
| 2      |                  |  |   |   |  |
| 3      |                  |  |   |   |  |

The products offered above are of the same compositions / specifications with the items in schedule copy, **if it does not match with schedule specification my offer will get rejected.**

**Full Signature and Seal of the Manufacturer/ Importer**

Date:

**Annexure – 19**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**(To be uploaded in Folder ‘B’)**

**On Manufacturer / Importer letterhead**

**Schedule No. & due date :-**

**Name of Tenderer :-**

**Name of Manufacturer / Importer:-**

**Manufacturing place & Lic. No. :-**

**Import Lic. No.**

Items quoted in above mentioned Schedule are Manufactured / Import under our own Mfg. Lic. / Import Lic. -

Items quoted are included and complies with official Pharmacopoeial standards/schedule FII standards as per Drugs & Cosmetics Act.( Test report is uploaded / submitted in packet ‘B’)

Items quoted are exactly as per the schedule specification mentioned in schedule copy.

**Encl. :- List of the quoted products (Formulations) with Pharmacopoeial standards/schedule FII of Drugs & Cosmetics Act.**

**Full Signature of Manufacturing Authority with seal**

**Annexure – 20**

**(Supply of Tab. Abacavir 300mg)  
(Tender No 7200037100)**

Draft articles of agreement for Procurement of medicines/medical devices and medical consumables

**E- Tender No..... Due on .../.../.....**

**Standing Committee Resolution No.....of...../ Mayor's/ Municipal  
Commissioner's Sanction No..... Dated.....**

**Contract for Supply of medicines/medical devices and medical consumables  
During the period from.....to .....**

THIS AGREEMENT MADE ON THIS.....Day of ..... Two  
Thousand..... Between..... (Proprietor/  
Managing Director / 2 Directors/All partners as the case may be Full Name) inhabitant/s  
of Mumbai, carrying on business  
at..... in Mumbai  
under the style and name..... for and on behalf of himself /  
themselves, his / their heirs, executors, administrators and assigns (Hereinafter called the  
Tenderer/s) of the FIRST PART and the Dy. Municipal Commissioner in which expressions are  
included unless such inclusion is inconsistent with the context or meaning therefore include  
Dy. Municipal Commissioner and any officers of Brihanmumbai Municipal Corporation  
authorized by the Dy. Municipal Commissioner and shall also include their successors &  
assign / assignee for the time being holding office, of the SECOND PART and the  
Brihanmumbai Municipal Corporation ( Hereinafter called the Corporation‘) of the THIRD  
PART.

WHEREAS the Municipal Commissioner for Greater Mumbai has inter alia deputed  
under Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers,

functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1888 to the Dy. Municipal Commissioner

AND WHEREAS the Dy. Municipal Commissioner in pursuance of the power vested in him / her under the provision of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, invited Tender for supply of the medicines/medical devices and medical consumables mentioned in the schedule / specification here to annexed.

AND WHEREAS the Tenderer/s has/have submitted Tender for the Supply of the said medicines/medical devices and medical consumables thereof and his / their said Tender was accepted by the Dy. Municipal Commissioner on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Tenderer/s has / have paid deposit of Rs...../- (Rupees.....) in the office of ..... as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs...../- (Rupees.....) of Bank, for the payment inter alia of the said amount of the Contract Deposit in the office of ..... for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:-

**1. Contract Period**

That this Contract shall be deemed to have commence as from and after .....Day of .....Two Thousand .....and shall continue in force, subject to the power of the HOD/ Dean..... for the time being to determine the same previously as hereinafter mentioned until ..... Day of ..... Two Thousand ..... Or until such time as the Supply of medicines/medical devices and medical consumables herein mentioned and shall have been completed and certified for by the said HOD / Dean..... / purchasing Officer as being of timely and of good quality.

- 1. (a) **Total quantities articles to be supplied** - The quantities of the articles specified in the Schedules are approximate and the Brihanmumbai Municipal Corporation may, in

its sole discretion and at the rates specified for such articles indent for any lesser or of larger quantities.

(b) Brihanmumbai Municipal Corporation through the Officers in-charge of Municipal Hospitals, Medical Institutions in Greater Mumbai, Dispensaries and Departments including those in Suburbs and extended Suburbs may in their sole discretion and at the rate specified for such articles indent for any lesser or larger quantities.

## **2. Supply to be made according to the Order**

The Tenderer/s during the continuance of this contract shall supply the goods as per the specification of the Tender Form and/or carry out any and/or works specified in the Tender Form as per the order by the HoD/ Dean..... or any other Officer of the Corporation authorized in this behalf. (Such order to be in writing and signed by the said Officer) to the entire satisfaction of the HoD/Dean..... or purchasing Officer, within stipulated period after receipt of the respective Order / opening of Letter of Credit.

### **2 (a). Failure to execute Orders**

If the Tenderer/s fail to comply with the purchase orders and / or carry out the supply within the period stipulated, the Municipal Commissioner / Dean / purchasing Officer shall exercise his discretionary power to recover from the Tenderer/s as agreed, liquidated damage or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Tenderer/s.

### **2 (b). Period of Delivery**

Unless otherwise stated elsewhere in this Contract, goods shall be delivered by the Tenderer/s within stipulated period from the date of receipt of Order / Opening of Letter of Credit by the Corporation.

## **3. Place of Delivery**

The goods/medicines/medical devices and medical consumables ordered for shall be delivered by the Tenderer/s at the office of....., or at such other Office or Establishment of the Corporation, situated within the limits of Greater Mumbai as may mentioned in the respective Order. All charges for carriage and / or delivery thereof and/or stacking at such place/s shall be borne by the Tenderer/s. The said goods to be supplied shall adhere to description & prequalifying criteria of the schedule copy. *Supply should be made from fresh stock; minimum **fifty percent** of the expiry period.* Supply not adhering to conditions as mentioned in schedule copy and

tender manual shall be replaced forthwith by the Tenderer/s and for which no charge of any nature whatsoever, shall be paid by the Brihanmumbai Municipal Corporation.

#### 4. Quality

The goods supplied by the Tenderer/s in accordance with the contract, shall be adhere to description & prequalifying criteria of the schedule copy. *Supply should be made from fresh stock; minimum **fifty percent** of the expiry period.*, in accordance with the Municipal specifications and of the exact pack size, description required and shall be subject to the approval of the party or parties sign the same and in case of their not being approved shall be liable to be rejected.

#### 5. Penalty for Inferior Supply

If the goods supplied are found of inferior quality and or expiry of product less than eighty percent and or not as per the specification, the Tenderer shall replace the goods within 3 days from the date of intimation at the cost & risk of the Tenderer and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the Tenderer shall be forfeited & the Tenderer shall be liable for penal action, including Blacklisting etc. In addition to forfeiture of Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner the same shall be payable by the Tenderer immediately on demand, failing which the same shall be recovered from other dues of the Tenderer by the Corporation.

#### 6. Risk and Cost Purchase

In case the Tenderer/s, shall at any time during the continuance of these presents fail to supply satisfactorily the medicines/medical devices and medical consumables within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the **open market** at the risk and cost of the Tenderer/s. Similarly if the medicines/medical devices and medical consumables underlying the contract is not supplied satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other Tenderer/agencies, at the entire risk of the Tenderer/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include a minimum charge of 5 %. In all cases of defaults, which may be raised to a maximum of 15 % in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or become due to the Tenderer/s under this or any other contract/s between the Tenderer/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

#### 7. Submission of Bill

The Tenderer/s on completion of the delivery of the medicines/medical devices and medical consumables / goods shall present his/their bills in duplicate to the purchasing Officer within 8 (eight) days after satisfactory supply of goods/ medicines/medical devices and medical consumables

**8. Monetary dealings with the Municipal Employees.**

The Tenderer/s shall not lend to or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitle to terminate this contract forthwith and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Tenderer/s for the breach of the Contract.

**a. Breach of Contract**

In case of failure on the part of the Tenderer/s at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty, absolutely to terminate the same by giving the Tenderer/s one calendar month's previous notice in writing of his intention to do so and in such case the Tenderer/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of Rs.....deposited as Earnest Money Deposit & Contract Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or termination of the contract.

**9. Dissolution of the Contract**

The Tenderer/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or make over the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Tenderer/s shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

**10. Disputes etc to be decided by the Commissioner**

If any dispute or difference shall arise between the Brihanmumbai Municipal Corporation aforesaid on the one hand and the Tenderer on the other hand, concerning the supply of medicines/medical devices and medical consumables to be made by the Tenderer/s under



these present or any of them or the quantity or quality thereof the medicines/medical devices and medical consumables for making thereof or other action taken, or purchasing respectively to have been imposed or taken under these presents or regarding any default or alleged default or illegal or improper action on the part either of the Tenderer or of the Brihanmumbai Municipal Corporation aforesaid or the mode of carrying out any giving effects to provisions of these presents, or concerning the meaning or intention of this contract or any part thereof or concerning any certificate or order made or purporting to have been made hereunder, or in any way whatsoever relating to interest of the Corporation or of the Tenderer, every such dispute and difference shall from time to time be referred to and be settled and decide by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Tenderer or others concerned, or any of them and the Municipal Commissioner shall decide the same.

**11. Commissioner's direction & decisions to be final and binding**

The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Tenderer and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.

**12. The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.**

The Commissioner shall not be made party to be required to defend or answer any action, suit or proceeding at the instance of the Corporation or the Tenderer nor shall be compellable by any proceeding whatsoever to answer or explain any matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

**13. Corporation's lien over all moneys due to the Tenderer or his deposit**

The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Tenderer/s under these present and or also on and over the deposit or

security, amount or amounts made under this contract and which may become repayable to the Tenderer/s made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Tenderer/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Tenderer/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Tenderer/s either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Tenderer/s from the moneys, security or deposit which may become payable or returnable to the Tenderer/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Tenderer/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Tenderer/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

#### **14. Termination of the Contract**

These presents in every clause matter and thing herein contained shall cease and terminated either on the expiry of the contract period or exhaustion of the quantities of medicines/medical devices and medical consumables allotted to the Tenderer, whichever is earlier (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.

#### **15. Return of the Contract deposits:**

If the Tenderer/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs..... shall be returned to the Tenderer and any balance due to the Tenderer/s under these present shall at the same time be paid to him / them.

#### **16. Banker's Guarantee**

In the event of the said deposit of Rs..... having been made by the Tenderer/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Tenderer/s under any of the provision of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of

Rs..... becoming forfeited as hereinbefore mentioned and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage or forfeiture of deposit claimable from or against the Tenderer/s and Bankers shall at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice, however, to the continuing liability of the Tenderer/s and of the said Bankers and the right of the Commissioner and / or the Corporation to claim subsisting Tender or Contract entered into by the Tenderer/s with Commissioner and / or the Corporation.

**17. Partnership**

Every receipt for money which may become payable or for any security which may become transferable to the Tenderer under these present shall if signed in the partnership name by any one of the Tenderer/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any Tenderer, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Tenderer/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Tenderer/s so dying or in respect of any breach of any of the conditions hereof. PROVIDED ALSO that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Tenderer/s and of the legal representatives of any deceased Tenderer/s inter se.

**18. Charges**

All costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements, shall be paid by the Tenderer/s.

**19. Singular – Plural**

Words in the Singular number shall include the plural and plural the singular.

**20. Meaning**

The Word the Municipal Commissioner or Commissioner wherever they occur in this Tender or in the Contract shall be construed to mean Additional Municipal Commissioner.

## **21. Acknowledgement**

Every notice served upon any one of the Tenderer/s in pursuance of the Terms and Conditions of this Contract shall be deemed to have been duly served upon the Tenderer/s if it is addressed to the place of the Tenderer/s given by them and duly posted, even if the same may not have actually reached / received by them.

## **22. Penalty**

If successful Tenderer fails to comply with orders within the delivery period stipulated, the Municipal Commissioner / Dean (Hospital) / purchasing Officer shall exercise his discretionary power either: To recover from Tenderer as agreed, the liquidated damages or by way of penalty half percent of the price of the order of medicines/medical devices and medical consumables which the Tenderer has failed to deliver as aforesaid per day or part thereof during which the delivery of such medicines/medical devices and medical consumables may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the medicines/medical devices and medical consumables undelivered. Such penalty is to be deducted always by the consignee from the Tenderer balance bill, B.G. or EMD or any money due to the Tenderer from Brihanmumbai Municipal Corporation. OR To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

## **23. Guarantee**

In case of repairs of Machinery / Equipment which is not manufactured in India The Tenderer/s shall for a period of Twenty Four calendar months after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean or the purchasing Officer, the entire Machinery / Equipment / Furniture and shall also be responsible for and be liable under the provisions of this clause to make good any defect that may during that period develop in the normal and proper working of the Machinery / Equipment / Furniture., the manufacturer / Agent during the guarantee / warranty period should bear the all the taxes, custom duties, and to & fro cost of transporting etc. of the Machinery / Equipment while the same is returned to India duly repaired by the Manufacturer. During the entire period of guarantee the Tenderer shall replace the equipment and or part of the equipment entirely on its break down / non functional, which shall be at the cost of the Tenderer and includes the labour charges, transport charges and etc shall also be borne by the Tenderer. Also if during the period of guarantee, if the equipment fails to work as per the norms already decided the guarantee period will be extended by such period during which the equipment remains defective.

## **25. Scope of the Contract**

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instruction to the Tenderers including the Annexures thereof and the specification of the equipment shall form parts & parcel of these Contract Agreement.

**24. Operation of the Contract Clauses**

The DMC (CPD) or his / her successor/s for the time being holding the office of the DMC (CPD) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the DMC (CPD) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

IN WITNESS WHEREOF the Tenderer and ..... have hereunto set hands and seal of the Corporation has been hereunto affixed

TENDERER SIGNED, SEALED AND DELIVERED

By the said Tenderer

.....  
.....  
-----  
-----

.....  
(Rubber Stamp showing the Name  
& Address of the firm) In the presence of  
-----  
Tenderer

(Witness Signature and Home Address)

And by the said Deputy Municipal  
Commissioner (CPD) in the presence of

-----  
-----

-----  
Dy.Municipal Commissioner (CPD)

The Common Seal of the Brihanmumbai Municipal Corporation was Affixed on this  
.....day of .....

Two Thousand..... in the presence of

1).....

S E A L

2).....

Two members of the Standing Committee Of the Brihanmumbai Municipal Corporation.

Witness.....

Municipal Secretary.....

Contract verified with original tender & Standing Committee Resolution No. \_\_\_\_\_

Dtd.     /     /     found correct.

Seal of the Tenderer

OSD (PHP) CPD

Annexure 21

(Supply of Tab. Abacavir 300mg)

~~(Tender No 7200037100)~~

~~Authorization Letter for Attending Pre Tender Meeting / Tender Opening~~

~~(On the manufacturer letter head)~~

No..... Date.....

~~To~~

~~The .....~~

~~Brihanmumbai Municipal Corporation , Mumbai.~~

~~Sub: Tender No.....due date.....~~

~~Sir,~~

~~We here by authorize Mr. ....as our authorized representative,  
to represent us on the following occasion:-~~

~~b. Pre Tender Meeting to be held on.....at.....a.m./p.m.~~

~~c. Tender Opening on.....at..... a.m. /p.m.~~

~~Kindly permit him to attend the same.~~

\_\_\_\_\_  
**Yours faithfully,**

\_\_\_\_\_  
**Full Signature:**

\_\_\_\_\_  
**Name of signatory:**

\_\_\_\_\_  
**Designation:**

\_\_\_\_\_  
**Rubber Stamp:**

**Annexure-22**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**(Document of Administrative & Technical Tender)  
AUTHORITY LETTER (On manufacturer's letter head)**

(Authority Letter to be issued by the Manufacturer/Importer for Appointing Distributor)

&

(Submitted photo copy of Distributor Pan Card)

I/we undersigned who is/are authorized signatory/signatories of the

Manufacturing firm \_\_\_\_\_

M/s. \_\_\_\_\_ . Complete Address \_\_\_\_\_ do

hereby authorize M/s. \_\_\_\_\_ (Full Address & Other details as mentioned below) to collect the orders/raise the bill for the medicines/medical devices and medical consumables manufactured by me/us under the tender published in the BMC portal , Schedule No.\_\_\_\_, Tender No. Dated \_\_\_\_\_ I/We have not authorized any other distributors for this purpose.

I/We have gone through all the terms & conditions of the tender & will be binding on me/us & also on the Distributors M/s. \_\_\_\_\_ appointed by me/us, during the entire contract period.

Authorised Signatory of the firm for whom Power of Attorney is issued.

**Seal and Signature with Rubber Stamp**

**Date :**

**(Please mention Full Address of Distributor, Office Telephone No., Fax No., Name of the Responsible Officer, his Mobile No. & e-mail ID.)**



**ANNEXURE-23**

**(Supply of Tab. Abacavir 300mg)**

**(Tender No 7200037100)**

**Valid registration Certificate OR Declaration on Rs. 500/- stamp paper.**

**(Document of Administrative Tender)**

**POWER OF ATTORNEY**

**For signing the tender document**

KNOW ALL MEN BY THESE PRESENTS THAT I -----

-

-----

\_\_\_\_\_ (“the Grantor”), M/s) Name of the company -----

-

-----

\_\_\_\_ DO HEREBY NOMINATE APPOINT AND CONSTITUTE -----

-son/daughter of ----- (the “Attorney” who has  
subscribed his/her signature hereunder in token of identification) and at present (Designation  
and company address)

to be my lawful Attorney in my name and on my behalf to do any one or all of the following  
acts, deeds, matters, and things, namely: -

1. Relating to the Facilities and sign such writings /letters / papers / tender documents in token  
of my acceptance of the terms and conditions therein contained of tender No. \_\_\_\_\_ and  
negotiate the rates on behalf of our company
2. To sign forms, documents, rate contract agreement and papers required for the purpose of all  
acts related to the rate, Contract.

AND I agree to ratify all lawful acts, deeds, matters, and things done by my Attorney pursuant  
to the powers herein before mentioned.

In Witness Whereof, I \_\_\_\_\_ have hereunto set and  
Subscribed my hands at \_\_\_\_\_ on \_\_\_\_\_.

SIGNED and DELIVERED by

\_\_\_\_\_ in the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_ (Signature of Company Owner/Authority)

I accept

\_\_\_\_\_  
Specimen signature of \_\_\_\_\_, the Attorney for \_\_\_\_\_.

**INSTRUCTIONS :**

1. The Power of Attorney is to be executed on a non-judicial stamp paper of the requisite value as per the stamp duty prevalent in the respective state (**Rs. 500 in the State of Maharashtra**).
2. Power of Attorney should be notarized by a Notary Public.

**ANNEXURE-24**  
**(Supply of Tab. Abacavir 300mg)**  
**(Tender No 7200037100)**  
**on Rs. 200/- stamp paper.**  
**(DETAILS OF LITIGATION HISTORY)**

1) I M/s \_\_\_\_\_ participating in the above subject Tender, here by declared that there is no litigation history against me during the last 5 years, prior to due date of the tender.

OR

2) I M/s \_\_\_\_\_ participating in the above subject Tender, here by declared that the litigation history against me during the last 5 years, prior to due date of the tender, is as under

| Sr. No. | Year | Action taken | Name of the organization | Remarks |
|---------|------|--------------|--------------------------|---------|
| 1       |      |              |                          |         |
| 2       |      |              |                          |         |
| 3       |      |              |                          |         |
| 4       |      |              |                          |         |
| 5       |      |              |                          |         |

I further declared that information furnished above is correct, and in future, if BMC finds that information disclosed is false or in complete, then BMC can directly disqualify my Tender and can initiate penal action including blacklisting of the firm.

**Full signature of the tenderer  
with**

**Official seal and Address**

(The above undertaking shall be submitted by the Tenderer on **Rs. 200/-** stamp paper)

(Litigation History must cover – product wise Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt. Central Govt. or any authority under state or central Govt. / Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of Tender)

## Annexure - 25

**(Supply of Tab. Abacavir 300mg)  
(Tender No 7200037100)**

### Valid registration Certificate OR Declaration on Rs. 200/- stamp paper.

#### **Recommendation for Barcoding and adoption of global identification standards for procurement of Drugs/surgical items.**

As BMC is implementing, Advance Shipment Notice (ASN) system and automation of stock receiving and dispensing process. Its mandatory for suppliers to adhere to the below implementation guidelines. Else the stocks will not be accepted.

#### **1) Master Data Sharing**

All Manufacturers needs to allocate a Global Trade Item Number (GTIN) to the product and map the same with the BMC Product code on GS1 application.

#### **2) Barcoding at Tertiary packaging**

The final logistic unit i.e. outer carton/shipper/pallets will be considered as tertiary level of packaging. Follow the below steps for complying to the ASN and barcoding requirements.

(i) ASN creation using GS1 application:

Before dispatching the consignment, details as per section “A” below information shall be uploaded on GS1 application mandatorily.

A) Consignment details to be uploaded on GS1 application for ASN

- 1) GTIN (Product code) – To be allocated by Manufacturer/Brand owner
- 2) Manufacturing Date
- 3) Expiry Date
- 4) Batch Number
- 5) Invoice Number
- 6) PO Number
- 7) Truck Number
- 8) Quantity (Number of tablets/bottles)

The ASN details shall be uploaded by the party who is dispatching the physical consignment. In case, the supply is coming directly from Manufacturer, it should be uploaded by the manufacturer. However, if the supply is being serviced by a Distributor, then the distributor will be responsible for applying labels on tertiary pack and generate ASN using their GS1 license.

**Note:** During the tender/rate contract process, submission of Manufacturer/Brand owner GS1 license copy is mandatory. And in case the manufacturer needs to appoint a distributor for the actual supply, in such cases, Distributor copy of GS1 license is also required to be submitted.

(ii) Printing of Serial Shipping Container Code (SSCC) label using GS1 application.

Once, the ASN details are uploaded on GS1 application, the tertiary barcode label will be generated in the system and supplier shall print and apply on each carton/shipper before dispatching the consignment. The SSCC will be the unique serial number for each carton

***Barcode should be in GS1-128 format only.***



*In the above illustration the barcode encodes the following data:*

|                           |   |
|---------------------------|---|
| <i>(00)</i>               | <i>Application Identifier to indicate the unique serial number of the tertiary pack</i> |
| <i>189011070000000018</i> | <i>18-digit numeric serial number of the tertiary pack</i>                              |

### **3) Barcoding at Secondary Packaging**

Incorporation of barcode at secondary level packaging incorporating the following data attributes:

- a. Unique product identification code (GTIN)
- b. Batch No.
- c. Quantity Number of tablets/bottles)


#### **Secondary Level Pack:**

Is defined as a level of packaging that may contain one or more primary packages usually termed as Mono-carton/carton.

Secondary level barcode can be generated using 2D- GS1 Datamatrix .

Note-

- 1) Shrink wrap packaging will not be considered as Secondary level packaging.
- 2) *For converting, GTIN-13 into GTIN-14, kindly use “0” as a prefix for all levels of packaging.*

| Data Attributes Captured in GS1 Datamatrix format                        |   |         |          |              |
|--|---|---------|----------|--------------|
| 1) Unique product identification code (GTIN)                             |   |         |          |              |
| 2) Batch No.   |   |         |          |              |
| Qty- No of tablets/bottle  |   |         |          |              |
| Attribute  | Description   | Length  | Nature   | Data Type    |
| (02)   | Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode   | 2       | Fixed    | Numeric      |
| 0 8901072 00253 3  | GTIN-14- Unique product code with first digit being the packaging indicator   | 14      | Fixed    | Numeric      |
| (10)   | Application identifier to indicate Lot/batch Brackets not encoded in the barcode  | 2       | Fixed    | Numeric      |
| BATCH123   | Batch No / Lot No   | Upto 20 | Variable | Alphanumeric |
| (37)   | Application Identifier to indicate serial number Brackets not encoded in the barcode  | 2       | Fixed    | Numeric      |
| 5  | Quantity/Units in Secondary pack  | Upto 8  | Variable | Alphanumeric |
| Recommended Barcode depending upon the space available – GS1 Data matrix |  <p>(02) 0 8901072 00255 3<br/>(10) BATCH123<br/>(37) 5</p> |         |          |              |

#### 4. Barcoding at Primary Packaging

Incorporation of barcode at primary level packaging incorporating the following

data attributes:

**Primary Level Pack:**

Is defined as the first level of packaging in direct contact with the product like Strip, Vial, Bottle etc


**Scenario-I Primary pack with a Mono-carton/Carton/Secondary level pack**

For primary packaging packed in a Mono-carton/Secondary pack carton

a. Unique product identification code (GTIN)

Note-

- 1) For converting, GTIN-13 into GTIN-14, kindly use “0” as a prefix for all levels of packaging.

| Attribute                             | Description  | Length | Nature | Data Type |
|---------------------------------------|--|--------|--------|-----------|
| (01)                                  | Application Identifier to indicate GTIN-14<br>Brackets not encoded in the barcode                              | 2      | Fixed  | Numeric   |
| 0 8901072 00253 3                     | GTIN-14 with first digit being the packaging indicator   | 14     | Fixed  | Numeric   |
| Recommended Barcode – GSI Datamatrix, | <br>(01) 0 8901072 00253 3 |        |        |           |

**Scenario-II Primary pack without Mono-carton/Secondary level pack**

For Primary packaging going directly into Tertiary pack without a Carton/Mono-carton/Secondary pack



(01)08901072002533  
(10)BATCH123

- 1) Unique product identification code (GTIN)
- 2) Batch No.

Note-

- 1) For converting, GTIN-13 into GTIN-14, kindly use “0” as a prefix for all levels of packaging.

| <b>Attribute</b>         | <b>Description</b>  | <b>Length</b>  | <b>Nature</b>   | <b>Data Type</b>    |
|--------------------------|---|----------------|-----------------|---------------------|
| <i>(01)</i>              | <i>Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode</i>  | <i>2</i>       | <i>Fixed</i>    | <i>Numeric</i>      |
| <i>0 8901072 00253 3</i> | <i>GTIN-14- Unique product code with first digit being the packaging indicator</i>      | <i>14</i>      | <i>Fixed</i>    | <i>Numeric</i>      |
| <i>(10)</i>              | <i>Application identifier to indicate Lot/batch Brackets not encoded in the barcode</i> | <i>2</i>       | <i>Fixed</i>    | <i>Numeric</i>      |
| <i>BATCH123</i>          | <i>Batch No / Lot No</i>  | <i>Upto 20</i> | <i>Variable</i> | <i>Alphanumeric</i> |

**Please contact GS1 India office for any further assistance –GS1 India**

(Under Ministry of Commerce, Govt. of India)

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