

MUNICIPAL CORPORATION OF GREATER MUMBAI  
Central Purchase Department

(Medicine Tender Section)

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



**FOR THE SUPPLY OF**

**Supply of Covid-19 related Item – Capsule Molnupiravir 200 mg**

**(BID No. 7200023851)**

for

**The Contract Period**

**From the Date of Sanction to 6 months**

To

**MUNICIPAL HOSPITALS & JUMBO COVID FACILITIES,**

**M.C.G.M.**

**MUMBAI**

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**CENTRAL PURCHASE DEPARTMENT**

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

**e-PROCUREMENT TENDER NOTICE**

**No.CPD/ Dy. Dean / Advt. / MT /489 Dt. 31.12.2021**

The Commissioner of Municipal Corporation of Greater Mumbai invites the following online tender as given in following table in three packet i.e. packet A, B & C. The tender copy can be downloaded from MCGM's portal ([http:// www.mcgm.gov.in](http://www.mcgm.gov.in)) under “e-Procurement” section.

All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above mentioned portal under ‘Tenders’.

The vendors 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 e-Mura.

The technical and commercial bids 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 bids	Due date & time for online bid submission
1	Supply of Covid-19 related item - Capsule Molnupiravir 200 mg (BID NO. 7200023851)	Rs. 9,400/- of + 18% GST Tax (i.e. Rs. 1692/-) = Rs. 11,092/-	Rs.5,000/-	02.01.2022	06.01.2022 Up to 16:00 hours.
<b>Note: Last date for payment of Earnest Money Deposit (EMD) on line is on or before due date and time prescribed.</b>					

The tenderer shall have to pay “Scrutiny Fee” of **Rs. 9,400/- + 18% GST Tax** through online payment gateway before downloading the tender documents.

The tender document is available on M.C.G.M. portal (<http://www.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 vendors 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 MCGM's portal (<http://www.mcgm.gov.in>)

The Authority (MCGM) 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 Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

MCGM has decided to start the process of Registration of Manufacturers / Importers (Product Registration) for convenience of tenderers however as this development is in process, tenderers are requested to upload all the documents in system, in Pkt 'A' & 'B' as mentioned in tender manual on or before the due date and time of tender.

The information regarding Product Registration and submission of pre-tested samples is explained in tender manual.

**The Municipal Commissioner reserves the right to cancel the entire quantity, increase the quantity up to additional 100% or decrease the tender quantity without assigning any reason at any stage.**

Tenderers shall note that any corrigendum issued regarding this tender notice will be published on the MCGM 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/- 31/12/2021  
Dy. Dean (CPD)**

**HEADER DATA**

<b>Name of Organization</b>	Municipal Corporation of Greater Mumbai
<b>Subject</b>	<b>Supply of Covid-19 related item - Capsule Molnupiravir 200 mg (BID No. 7200023851)</b>
<b>Earnest Money Deposit</b>	Rs. 5,000/-
<b>Start date</b>	02.01.2022
<b>End date &amp; time of Bid Submission</b>	06.01.2022 up to 16.00 hrs.
<b>End date &amp; time for receipt of EMD</b>	06.01.2022 up to 16.00 hrs.
<b>Opening of Packet 'A'</b>	07.01.2022 up to 13.30 hrs.
<b>Opening of Packet 'B'</b>	07.01.2022 up to 13.40 hrs.
<b>Opening of Packet 'C'</b>	10.01.2022 up to 11.00 hrs.
<b>Address for Communication</b>	Office of Dy. Dean (C.P.D.) <b>Medicine Tender Section,</b> Central Purchase Department, Byculla (W), 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 Municipal Corporation of Greater Mumbai invites Tenders from the Manufacturers / Importer/Authorized Distributors only for the **Supply of Covid-19 Related Item – Capsule Molnupiravir 200 mg** for MCGM to the Municipal Hospitals & Jumbo Covid Facilities in Greater Mumbai for the year 2021 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 and provisions of Disaster Management Act 2005 (No. 53 of 2005)

SRM

## **FLOW OF ACTIVITIES OF TENDER**

1. Issue of Tender notice in the newspapers and tender notice along with tender documents on M.C.G.M. Portal.
2. Download the tender documents from the Tender section of M.C.G.M 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 vendors 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 Annexure from MCGM portal SRM Module to participate in tendering process. Bidder 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 bids i.e. Packet “C” of only those bidder 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. Recommendations will be done to Higher Authorities and to Standing Committee for sanction to award the contract, as decided in tender committee meeting.
8. After sanction of Higher Authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
9. Payment of contract deposit, Legal Charges & 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 bidder.
10. Supply of materials described in the specifications and as per terms & conditions.

## SPECIAL INSTRUCTIONS TO VENDORS OF MEDICINE SCHEDULE

1. The e-Tendering process of MCGM is to be enabled through its Portal 'http://mcgm.gov.in'.
2. All the tender notices including e-Tender notices will be published under the 'Tenders' section of MCGM Portal.
3. All the information documents are published under the 'e-Procurement' section of MCGM Portal.
4. All the interested vendors are required to be registered with MCGM for e-Tendering process. Vendors not registered with MCGM can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of MCGM Portal. Vendors already registered with MCGM need to contact helpdesk to extend their registration to e-Tendering process.
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 MCGM has switched to e-Tendering process, if any reference in this tender document is found as per manual bidding process like Packet A, B, C etc., the same may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the folders provided for this purpose and commercial bid need to be filled in online.
7. **Affixing of digital signature at any one place, in the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.**
8. All the documents and data uploaded by vendors will have to be digitally signed. The system will prompt for digital signature certificate. It is mandatory for the vendors wanting to participate in e-Tender to procure digital signature certificate of class-3 and 'Company' Type.
9. Digital Signature Certificates: Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach helpdesk for details.
10. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
11. It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Vendors should scan all the documents before uploading the same.
12. Additional information can be availed by referring to FAQs in the e-Procurement section of MCGM portal.
13. Prices quoted in the commercial bid should be "All Inclusive prices" i.e. net cost to Corporation. (Inclusive of all taxes including GST)
14. Item nos. given in Column-1 of schedule uploaded in the system in MCGM folder corresponds to the items no's given in the commercial bid.

15. For detailed specification of the item, please refer to the schedule copy uploaded in the system in MCGM folder.
16. For packing size, please refer to column-4 of schedule uploaded in the system in MCGM folder. **The product offered should be of the same specifications, packing & strength as specified in the schedule copy.** The tenderers are requested to fill the tender carefully after noting the quantity mentioned for each article in the schedule. They are 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. Alternate Offer/Alternate Samples submitted by the tenderer shall not be considered. **If submitted, the entire offer for that item will be rejected. Tenderer must state the Brand name, Name of manufacturer, 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 half 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.
17. For pre-qualifying criteria, please refer to Column No.5 of schedule uploaded in the system in MCGM folder.
18. For any help, in the e-Tendering process, can be availed by dialling help-desk number **022-24811275/76 (MCGM IT Cell)** from 11.30 AM to 5.00 PM on all working days of MCGM.

**SPECIAL NOTE:**

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

All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process & get Login Credentials to participate in the Online bidding 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 vendors 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 e-Mudra.**



## GENERAL INSTRUCTIONS TO THE TENDERERS

### Who can quote :

1. “Tenders will be accepted from Manufacturers / Importers / Authorized Distributor only, however Manufacturers / Importers can appoint distributor for supply of goods or can supply directly. Manufacturing firm / importer desires of appointing distributor should mention their names, address, contact no. & email ID in the authority letter of distributor in given proforma as Annexure-22 (Authorized Distributor is authorized to collect the orders, raise the bills for the goods manufactured by manufacturer). **Change of distributor within the tender period will not be normally allowed.**” 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, GST Registration Certificate, Pan Card etc. (as mentioned in the Tender Manual). Bids received from dealers or any agency/agencies shall be rejected outright.  
A manufacturer / Importer can / may authorize distributor for supply of goods. Such authorised Distributor should submit following documents in Pkt ‘A’ & Pkt ‘B’ respectively.
  - a) Certified copy of GST Registration certificate (Pkt ‘A’)
  - b) GST deposit receipts (Challans) (Pkt ‘A’).
  - c) Valid FDA Drug License for sale Drugs. (Pkt ‘B’)
2. **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 M.C.G.M. as per the instructions available on M.C.G.M Portal for online submission of e- tender.
3. Tenderers shall quote firm offer. **Conditional offers shall not be considered** and shall be treated as non-responsive.
4. **Payment of Earnest Money Deposit (E.M.D.)**  
The tenderer shall have to pay EMD of **Rs 5,000/-** online only. The vendors 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 **02.01.2022**.
5. 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 demand draft or Bank Guarantee.

6. The photocopies / Xerox copies of the documents should be got self-attested on company letterhead.
7. The product offered should be of the same packing & strength as specified in the schedule.
8. 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 for packaging specified in column no. 3. of schedule they are 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.

9. Validity of the offer should be for 180 days from the date of opening of tender.
10. Tenderer must state the product name, Name of manufacturer, Mfg. Lic. No. of the product offered against every item quoted.
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 of the documents rests with the Tenderer. If any document detected to be forged, bogus etc., the tender shall be rejected and the tender deposit will 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 against the said contractors 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 contractors' 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. Tenderer shall not disclose /quote the rates of the item in Packet 'A' & 'B'. For any such indication by the tenderer in the Packet 'A' & 'B', the tender shall be rejected outright.
15. Manufacturers Complete Address, List of partners with their names and commercial and residential addresses must be indicated in the tender.
16. The Three Packet systems the tenderer should upload tender in three packet system as below. All the documents in Packet 'A' & 'B' are mandatory and should be uploaded in PDF Formed only.
17. All annexure should be submitted on Company Letter head.
18. **The L1 bidder qualifying for the tender will be allotted 70% of the tender quantity.**
19. **Remaining 30% quantity will be allotted 15% each to L2 & L3 bidders qualifying for the tender, if they agree to match with the rate of L1.**

20. If L2 or L3 bidder does not match L1 rate then the quantity will be allotted to next lowest quoting bidder after getting willingness to match L1 rate.
21. In case if no one matches the lowest rate, then 100% quantity of the item will be allotted to the lowest tenderer.
22. **Supply & Delivery:**
- a. All the successful bidders must supply 50% of their PO quantity within 3 days from the date of receipt of order placed by user department.
  - b. All the successful bidders shall supply full P.O. quantity within 7 days, after P.O.
  - c. The product offered should be of the same specifications, packing & strength as specified in the schedule.
  - d. Supply should be made from fresh stock; minimum half of the expiry period at the time of delivery should be available for consumption in hospital, etc.
  - e. Delivery of the goods should be done at the places suggested by MCGM.
23. MCGM reserves right to increase or decrease the quantity of the tender or increase or decrease duration of the contract period or foreclosure of tender without assigning any reason.
24. If the tenderer fails to supply quantity allotted to him within stipulated period then his order will be deemed to be cancelled and same will be allotted to successful suppliers equally.
25. The Municipal Commissioner reserves the right to cancel the entire quantity, increase the quantity up to additional 50% or decrease the tender quantity without assigning any reason at any stage.
26. **Packet – ‘A & B’:**
- a. The tenderer shall not disclose/quote the rate of the items in Packet-‘A’. In case if there appears to be such indication of rate by the bidder in this Folder, the tender shall be rejected outright.
  - b. The bidder must scan and upload the following currently valid mandatory documents on or before the due date and due time of bid submission.
  - c. Tenderer are directed to upload all concerned documents in Pkt ‘A’ and Pkt ‘B’ correctly, complete in all respect as asked and within the time limit.

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

- 1. Tender form Annexure – 1.
- 2. Original GST registration certificate & GST deposit receipts (Challans) of tenderer and distributor, if appointed.

3. Attested Pan card with Photograph of Proprietor in case of Proprietary Firm, all partners in case of Partnership Firm, atleast 2 Directors in case of Pvt. Ltd. Co. & 2 Trustees in case of Trust of Tenderer and Distributor, if any.

Certified copy of partnership deed in case of partnership firm (partnership deed is required to be registered in Chief Accountant, M.C.G.M. Head Office).

4. Firm / Company / Sanstha Registration Certificate.
5. Proforma for detail of the item quoted (Annexure -2)
6. Particulars about the bidder. (Annexure – 3)
7. PRO-FORMA FOR EMD (Annexure – 9)
8. Declaration made by the tenderer. (Annexure – 4)
9. Authority letter from manufacturer to importer as per Annexure - 7 OR contract agreement between foreign Manufacturer & Importer.
10. Authority letter for appointment of distributor Annexure – 22.
11. Power of attorney Annexure – 23.
12. Annexure – A.

#### Packet – ‘B’:

The tenderer shall not disclose / quote the rate of the items in Packet – ‘B’. In case if there appears to be such indication of rate by the tenderer in this Packet, the tender shall be rejected outright. The tenderer / bidder must scan and upload the following currently valid mandatory documents on/or before the due date and due time.

#### Packet ‘B’ Technical documents (MANDATORY)

1. Details of Items Quoted in tender as per given format. i.e. (Annexure - 2)
2. Detail composition of the product offered in tender as per proforma given in tender form. (Annexure -18)
3. 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.
4. Authority letter for appointment of distributor Annexure – 22 OR Authority letter from manufacturer to importer as per Annexure - 7
5. Test Report from manufacturer / FDA approved laboratory / Govt. aided laboratory /in-house test report from manufacturer.
6. Valid Drug manufacturing Lic. /Repacking Lic /Import- Lic along with valid a product list issued approved by concerned F.D.A./Drug controlling Authority.
7. Copy of valid relevant ISI / ISO / CE / USFDA / BSI / BIS Certificate etc, wherever applicable as per enclosed schedule copy (Pre-qualifying criteria). / tender manual.
8. Valid Item-wise WHO-GMP / COPP / GMP Certificate as mentioned in schedule copy / tender manual.

9. 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.
10. 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 copy of valid Drug selling License issued by the office of the Commissioner of FDA (of respective state).
  - e) 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.
  - f) Undertaking from the manufacturer on his letterhead. (Annexure - 19)
  - g) Valid IEC / ISO / CE / USFDA / BSI / OGL etc. as mentioned in schedule copy / tender manual.
  - h) Valid item-wise WHO-GMP / COPP / Cft. as mentioned in schedule copy / tender manual.
  - i) Test Report from manufacturer / FDA approved Lab / Government Aided Lab.
  - j) Item wise bills of entry (Notarized)
  - k) 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.
  - l) If manufacturer/Importer appointed distributor such authorize distributor should submit following documents in technical bid.
    - a) Certified copy of GST Registration
    - b) GST deposit receipts (Challans) (Pkt 'A')
    - c) Valid FDA Drug License for sale of Drugs (Pkt - B).

**NOTE 1: All the documents in Packet 'A' and Packet 'B' should be uploaded in P.D.F. format only.**

## 11. Packet - 'C' (MANDATORY)

The commercial bid 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 shall be done item wise. Allotment of items shall be decided on lowest bidder of each item. All the documents uploaded Packet 'A', Packet 'B' & Packet 'C' should be digitally signed.

- 1) Bid creators shall note that it is made mandatory to create folder C. Only one folder with name C shall be created and no text other than C shall be used to create folder C.

**(Bid No. 7200023851)**

Item no	Description	SAC / HSN Code

### **Annexure-A**

#### **Irrevocable Undertaking**

(on Rs.500/-Stamp Paper)

I Shri/Smt.....aged,.....years Indian Inhabitant. Proprietor/Partner/Director 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 the benefit of input tax credit shall be mandatorily passed on to MCGM by 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 any later stage, MCGM 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 the GST Council.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my /our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the 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

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

**12. 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 MCGM will not bear any additional liability towards payment of any Taxes & Duties.**

**Wherever the services 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 MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies / tolls etc. except that payment / recovery for overall market situation shall be made as per Price Variation.**

- 13.** 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 increase or decrease the quantity and or reject any or all tenders without assigning any reason.
- 14. 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 Their 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. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee for creating Vendor'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 contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in MCGM records.
- 15.** Name of manufacturer and Drug mfg Lic no. should be mentioned in challan Copy and invoice Copy (for FDA approved items).
- 16. NOC of vigilance Dept. as the case will be required at the time of releasing final payment.**
- 17.** At the time of supply every tenderer / manufacturer must submit manufacturer's Quality Control Test Report for every item.
- 18. 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 MCGM.

The EMD of contractors, 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.

19. **Procedure for the opening of the tender Packet:** Packet 'A' & Packet 'B' will be opened simultaneously online on the due date and due time as stated in the header data in SRM when the tenderer or his authorized representative will be allowed to remain present. 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 and technical offer in Packet 'A' and Packet "B" is found non acceptable or found incomplete the Packet 'C' will not be opened and offer will be kept out of consideration.
20. **Sign and seal:** Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor 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
21. **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.
22. **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 Municipal Corporation of Greater Mumbai & same will be retained 6 months after completion of contract period.
23. 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 contractor/supplier furnishing the banker's guarantee.
24. **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 Dy. Dean (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 Dy. Dean (C.P.D.) should be informed accordingly.

- 25. 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 Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender. Further a fine of Rs. 5000/- per day will be imposed for maximum 15 days for submission of contract document. After that EMD 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.**
- 26. Refund of contract deposit:** Contract deposit will be refunded after satisfactory Bank guarantee and confirmation letter of contract period.
- 27. Tender Approval Committee or Sub-Committee appointed by Tender Approval Committee may negotiate with the Tenderer to reduce the rates offered by them.**

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## **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 / 2022**

<b>Contract Value</b>	<b>Legal &amp; stationery Charges</b>
Rs. 10,001/- to Rs. 50,000/-	Nil
Rs. 50,001/- to Rs 1,00,000/-	Rs. 5,710/-
Rs. 1,00,001/- to Rs. 3,00,000/-	Rs. 9,430/-
Rs. 3,00,001/- to Rs. 5,00,000/-	Rs. 11,330/-
Rs. 5,00,001/- to Rs. 10,00,000/-	Rs. 13,190/-
Rs. 10,00,001/- to Rs. 20,00,000/-	Rs. 15,060/-
Rs. 20,00,001/- to Rs. 40,00,000/-	Rs. 16,960/-
Rs. 40,00,001/- to Rs. 1,00,00,000/-	Rs. 18,830/-
Rs. 1,00,00,001/- to Rs. 10,00,00,000/-	Rs. 22,220/-
Rs. 10,00,00,001/- to Rs. 20,00,00,000/-	Rs. 25,650/-
Rs. 20,00,00,001/- to Rs. 30,00,00,000/-	Rs. 29,070/-
Rs. 30,00,00,001/- to Rs. 40,00,00,000/-	Rs. 32,490/-
Rs. 40,00,00,001/- to Rs. 50,00,00,000/-	Rs. 35,880/-
Rs. 50,00,00,001/- to Rs. 1,00,00,00,000/-	Rs. 42,720/-
Rs. 1,00,00,00,001/- to Rs. 2,00,00,00,000/-	Rs. 52,970/-
Rs. 2,00,00,00,001/- to Rs. 3,00,00,00,000/-	Rs. 59,790/-
Rs. 3,00,00,00,001/- to Rs. 4,00,00,00,000/-	Rs. 68,290/-
Rs. 4,00,00,00,001/- to Rs. 5,00,00,00,000/-	Rs. 76,820/-
Rs. 5,00,00,00,001/ and above	Rs. 85,380/-

**Above mentioned charges are subject to increase @ 10% after 31/03/2022**  
**& 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:**

Schedule means the list of items under one category required by all Municipal Hospitals, Maternity Homes and dispensaries. This schedule copy contains the descriptions, of the items, its' packing and quantity required for the period of two years. It also contains column of rate in which bifurcation of rate is to be filled in by tenderer. The tenderer shall also fill up the column indicating generic name, brand name (of the item if any) & name of the manufacturer for each item. It also contains pre-qualifying criteria & quantity of ~~samples required for each items.~~

**2. Contract:**

Contract means the Contract Agreement entered into between the Purchaser henceforth called Municipal Corporation of Greater Mumbai or MCGM 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.

**3. 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.

**4. Contract Agreement:**

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

**5. 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.

**6.** Pre-qualifying criteria is indicated against each item in the enclosed schedule copy. Only the tenderer having valid certificate / documents shall be considered.

**7.** Rates should be quoted in Indian Rupees only for each of the required medicines separately on door delivery basis according to the unit asked for strictly as per the format of price schedule. Tender for

the supply of drugs, medicines, etc. with conditions like 'AT CURRENT MARKET RATES' shall not be accepted. The Purchaser 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 MCGM. 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 MCGM, 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:**

1. In case the contractors shall, at any time during the continuance of the present contract fail to supply satisfactorily any of the said articles within the prescribed time as herein provided, or in case they shall fail at once to replace any articles 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 contractor 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 contractors under this or any other contract between the Contractor and the Corporation.

2. **If the Contractors fail 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 contractor as liquidated damages or by way of penalty, a sum not exceeding half percent of the price of stores (P.O value) which the contractor 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 contractors' bill.**
3. If a contractor fails to deliver the goods 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.
4. To purchase the item or an item nearest to the specifications at the risk and cost of the contractor.
5. To cancel the contract forthwith.
6. In the event of risk and cost of purchase of drugs, etc., the opinion of the Municipal Commissioner or the purchasing Municipal Officer in respect of nearest specification shall be final. If the drugs of exact specifications are not readily procurable. In the event of action taken under sub-clause and b above, the contractor shall be liable for compensating any loss which the Municipal Commissioner may sustain on his account.

**2) Consequence of inferior supply:** In case the contractors at any time during the

continuance of the present supply any of the articles 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 contractor to pay such amount not exceeding the cost of the substitute articles 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 contractor who shall be bound to pay such amount forthwith upon the demand made upon them in that behalf.

**3) Blacklisting:** 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.

**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. 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. The tenderers should note that in any of the articles 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 and though the Municipal authorities shall give them such help and facility as they can give, any difficulty in that connection shall not be accepted as a ground for non-supply of the indented article.
17. 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 MCGM.
18. 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.
19. Tenderer shall remove the rejected articles 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.)
20. If any disputes or differences arisen in the present subject matter of this case between tenderer, contractor and M.C.G.M. the same shall be subject to jurisdiction of Mumbai court.
21. The quantities of the items/medicines specified in schedule are approximate & the corporation or indenting officer incharge of the institution may, in its sole discretion & at the rate specified for such articles indent for any lesser or of larger quantities. If whole quantity is consumed before expiry of contract period, then MCGM can increase quantity as per the requirement received from the Director (M.E. & M.H.) office.
22. **Tender Price:** Tender price is mentioned in tender notice and shall not be refundable.
23. **Order:** The user department will place the orders as and when required.
24. **Delivery:** The Tenderer should give free delivery to user Dept. as stipulated in this tender from the date of placing order.
25. **Contract:** Contract means the Contract Agreement entered into between the Purchaser, henceforth called Municipal Corporation of Greater Mumbai or MCGM, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.
26. 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.
27. The Contract Agreement means the agreement entered into between the MCGM and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
28. **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.
29. 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.

30. 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 Bid or at the time of allotment committee meeting.

Even though the bidders 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 abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.”

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## **SAMPLE SUBMISSION & TESTING CHARGES**

**Validity:** The validity of the offer should be for at least 180 days from the date of the opening of the tender. Tenders specifying validity less than 180 days shall be rejected outright.

1. The lowest one Tenderer should submit the pre-tested sample as per requirement specified in the Schedule in column 5 of uploaded copy in system in M.C.G.M. 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 tenderers will be carried out by MCGM & 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.

### **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 contractor/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.

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## 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 MCGM Maternity Homes & Dispensaries.

**Annexure – 1**

**Tender Form**

**Supply Of Covid-19 Related Item – Capsule Molnupiravir 200 mg  
(BID NO. 7200023851)**

To

The Municipal Commissioner Municipal Corporation of Brihan Mumbai.

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 bid 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/ work to be carried out and noted all the terms and conditions and accordingly hereby e-tender for execution of the works/ supply referred to in the aforesaid documents, at the rate quoted for respective article/ 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.) in the form of D.D. / Pay Order No. .... dated..... for INR.....in favour of Municipal Corporation of Greater Mumbai drawn on .....and payable at Mumbai and submitted at the office of.....

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

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 bid document.

I/We further state that I/We have separately furnished an undertaking / declaration on the company letterhead with regards to agreeing to the terms and conditions incorporated in the bid documents and various declarations as per requirement of MCGM and I/We shall abide by them, in all respect throughout the period of contract.

Yours faithfully,

Address :

-----

-----

Signature of the Tenderer / Partners

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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 Covid-19 Related Item – Capsule Molnupiravir 200 mg**

**(BID NO. 7200023851)**

**Details of the Items Quoted (Please fill all the places completely)**

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

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

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

Name of Manufacturer M/s. \_\_\_\_\_ Email Id:- \_\_\_\_\_

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

Name of Importer M/s. \_\_\_\_\_ Email Id:- \_\_\_\_\_

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

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

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

Name of Distributor :-

M/s \_\_\_\_\_ Address : \_\_\_\_\_

Vendor No. \_\_\_\_\_ Email Id:- \_\_\_\_\_ Contact 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 Brand name if any	Drug mfg Lic No. / Import Lic No. (Form 25/28 or Form 10) Repacking Lic. with validity	Itemwise WHO-GMP/ COPP/GMP / ISI/ CE etc (Criteria as per Sch. Copy) with validity	Performance Cft (As per Annex-16) submitted Yes/No if yes issue dt.	Itemwise 3yrs Production / Import & sold fig. in Qty (On CA's letterhead) (As per Annex.-17) Drug / non Drug) Yes/No if yes, issue dt.	Latest Quality control report submitted Yes/No If yes, Batch. No.	Remarks
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 Covid-19 Related Item – Capsule Molnupiravir 200 mg**

**(BID NO. 7200023851)**

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. 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)
3. Whether tendering as Manufacturer / Importer.
4. 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.
5. Location of other manufacturing works/factories owned by the firm (if any)
6. Specify how much quantity of products were supplied to the Govt. of Maharashtra /Brihanmumbai Mahanagarपालिका 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

SRM

**Annexure – 4**

**Declaration by the Tenderer**

**Supply Of Covid-19 Related Item – Capsule Molnupiravir 200 mg**

**(BID NO. 7200023851)**

**To**

**The Municipal Commissioner**

Municipal Corporation of BrihanMumbai

**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 forbidding 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 MCGM 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 abide them throughout the period of contract.

7. I / We accept the right of MCGM to stop any supervising staff/ labour employed by me / us from entering in the MCGM premises if it is felt that the said person is an undesirable element or is likely to create nuisance.
8. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
9. I / We shall not sublet the work to any agency without prior approval of the MCGM.
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 MCGM 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 MCGM 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 bids 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 M.C.G.M. shall constitute a binding contract between me / us and M.C.G.M.
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 Municipal Corporation of Greater Mumbai 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.**

No.	Full Name	Office Address	Residential Address	Signature
1				
2				
3				
4				
5				

**Annexure – 7**

**Supply Of Covid-19 Related Item – Capsule Molnupiravir 200 mg  
(BID NO. 7200023851)**

**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 Municipal Corporation of Greater Mumbai (Bid 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)**

**(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 – 9**

**Supply Of Covid-19 Related Item – Capsule Molnupiravir 200 mg**

**(BID NO. 7200023851)**

**PRO-FORMA FOR EMD**

**(To be uploaded in ENVELOPE ‘A’)**

<b>1</b>	Name of Tenderer	
<b>2</b>	NAME OF SUPPLY	<b>Supply Of Covid-19 Related Item – Capsule Molnupiravir 200 mg (Bid No. 7200023851)</b>
<b>3</b>	Department	Central Purchase Department
<b>4</b>	Bid No. & Start Date Due Date	No: ..... Start Date: ..... End Date: .....
	Details	E.M.D. Agreement of integrity pact as per annexure-12
<b>a</b>	Amount Rs.	
<b>b</b>	IFC Code No.	
<b>c</b>	Bank Name & Branch Issuing 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 Covid-19 Related Item – Capsule Molnupiravir 200 mg**

**(BID NO. 7200023851)**

To,

**The Municipal Commissioner,**

For the Municipal Corporation to Greater Mumbai

Sir,

Bid 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 MCGM 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 Municipal Corporation of Greater Mumbai 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 MCGM 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 Municipal Corporation of Greater Mumbai 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, signature and  
address with rubber stamp**

**Annexure – 18**

**Supply Of Covid-19 Related Item – Capsule Molnupiravir 200 mg  
(BID NO. 7200023851)**

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 \_\_\_\_\_

<b>Sr. No</b>	<b>Schedule Item No</b>	<b>Item Name &amp; Description in Tender (Schedule Description )</b>	<b>Details of product offered with Composition by the tenderer (with pharmacopoeia grade IP/BP/USP/NF etc.)</b>	<b>F.D.A. (for drugs)/ Product Permission Date</b>	<b>DCGI Permission Date in case of New Drugs &amp; FDCs</b>	<b>Certificates as per prequalifying criteria in Sch. Copy / tender manual With validity</b>
1						
2						
3						

The products offered above are of the same compositions / specifications with the items in schedule copy. If not matches with schedule specification my offer will get rejected.

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

Date:

## **Annexure – 19**

**Supply Of Covid-19 Related Item – Capsule Molnupiravir 200 mg  
(BID NO. 7200023851)**

**(To be uploaded in Folder ‘B’)**

### **Undertaking from Manufacturer / Importer on his 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.

**Signature of Manufacturing Authority with seal**

**Annexure – 20**

**Supply Of Covid-19 Related Item – Capsule Molnupiravir 200 mg  
(BID NO. 7200023851)**

Draft articles of agreement for Procurement of goods/ machinery.

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

**Standing Committee Resolution No.....of...../ Mayor"s/ Municipal**

**Commissioner"s Sanction No..... Dated.....**

**Contract for Supply of .....**

.....

**During the period from.....to .....**

THIS AGREEMENT MADE ON THIS.....Day of ..... Two  
Thousand..... Between..... (Partner /Proprietor's Full Name)  
in habitant/s of Mumbai, carrying on business  
at..... in Mumbai under the  
style and name of Messers..... for and on behalf of himself / themselves, his /  
their heirs, executors, administrators and assigns (Hereinafter called \_ the Contractor/s') of the FIRST  
PART and..... Shri /  
Smt..... 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 Municipal Corporation of Greater Mumbai 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 Municipal Corporation of Greater Mumbai ( Hereinafter called \_ the Corporation') of the THIRD PART.

WHEREAS the Municipal Commissioner for Greater Mumbai has interallia 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 ..... and / or certain  
work mentioned in the schedule / specification here to annexed.

AND WHEREAS the contractor/s has/have submitted Tender for the Supply

of the said..... and / or work thereof and his / their said Tender was accepted by the Dy. Municipal Commissioner on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/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 interalia 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 / work herein mentioned and shall have been completed and certified for by the said HoD / Dean..... / purchasing Officer as being of good quality and in good working order.

1. (a). The quantities of the articles specified in the Schedules are approximate and the Corporation may, in its sole discretion and at the rates specified for such

**Total quantities** articles indent for any lesser or of larger quantities.

**articles to be** Provided However, that the quantities of the

**supplied.** Articles specified in the Schedules are approximate and the

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 Contractor/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 Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dean..... / purchasing Officer shall exercise his discretionary power to recover from the Contractor/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 Contractor/s.

#### 2 (b). Period

Unless otherwise stated elsewhere in this Contract, goods shall be delivered by the Contractor/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 ordered for shall be delivered by the Contractor/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 Contractor/s. The said goods to be supplied shall be new and of sound quality and to be in proper working condition. The defective and / or damaged part and / or any other non-working functional part of the said goods shall be replaced forthwith by the Contractor/s and for which no charge of any nature whatsoever, shall be paid by the Municipal Corporation of Greater Mumbai.

### **4. Quality**

The goods supplied by the Contractor/s in accordance with the contract, shall be new and of the best quality and in working condition of their respective kinds, in accordance with the Municipal specifications, if any and of the exact size, kind and 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 or not as per the specification, the Contractor shall replace the goods within ..... days from the date of intimation at the cost & risk of the Contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the Contractor 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 contractor immediately on demand, failing which the same shall be recovered from other dues of the Contractor by the Corporation.

### **6. Risk and Cost Purchase**

In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the goods 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 contractor/s. Similarly if the work underlying the contract is not executed 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 agencies, at the entire risk of the contractor/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 Contractor/s under this or any other contract/s between the Contractor/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.

### **4. Submission of Bill**

The Contractor/s on completion of the delivery of the goods and after satisfactory Installation and commissioning of the Equipment and / or completion of the work mentioned in the respective order, shall present his/their bills in duplicate to the purchasing Officer within 8 (eight) days after satisfactory supply of goods/ commissioning of the said Equipment.

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

6. The Contractor/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 Contractor/s for the breach of the Contract.

**w. Breach of Contract**

In case of failure on the part of the Contractor/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 determine the same by giving the Contractor/s one calendar month's previous notice in writing of his intention to do so and in such case the Contractor/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 determination of the contract.

7. **Dissolution of the Contract**

The Contractor/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 Contractor/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.

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

If any dispute or difference shall arise between the HoD/Dean..... or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by the contractor/s under these present or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment 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 Contractor or of the HoD/ Dean ..... or other Officer 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 contractor, 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 Contractor or others concerned, or any of them and the Municipal Commissioner shall decide the same.

9. **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

Contractor 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.

**10. 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 Contractor 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.

**11. Corporation's lien over all moneys due to the Contractor or his deposit**

The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor/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 Contractor/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 Contractor/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 Contractor/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 Contractor/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 Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/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 Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

**12. Termination of the Contract**

These presents in every clause matter and thing herein contained shall cease and determined on the expiry of the guarantee period on installation and satisfactory commissioning and performance of the said Machine. (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.

**13. Return of the Contract deposits:**

If the Contractor/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 Contractors and any balance due to the Contractor/s under these present shall at the same time be paid to him / them.

**14. Banker"s Guarantee**

In the event of the said deposit of Rs..... having been made by the Contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/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 Contractor/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 Contractor/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 Contractor/s with Commissioner and / or the Corporation.

**15. Partnership**

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these present shall if signed in the partnership name by any one of the Contractor/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 contractors, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Contractor/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 Contractor/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 Contractor/s and of the legal representatives of any deceased Contractor/s inter se.

**16. Charges**

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

**17. Singular – Plural**

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

**18. 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‘.

**19. Acknowledgement**

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

## 20. **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 contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G or EMD or any money due to the contractor from Brihanmumbai Mahanagarपालिका. OR To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

## 21. **Guarantee**

The Contractor/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. In case of repairs of Machinery / Equipment which is not manufactured in India, 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.

## 22. **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 Contractors and ..... have hereunto set hands and seal of the Corporation has been hereunto affixed

CONTRACTOR SIGNED, SEALED AND DELIVERED

By the said Contractor

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

-----  
-----  
Contractors

(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 Municipal Corporation of Greater Mumbai was Affixed on this .....day  
of .....

Two Thousand..... in the presence of

1)..... SEAL

2).....

Two members of the Standing Committee Of the Municipal Corporation of Greater Mumbai.

Witness.....

Municipal Secretary.....

Contract verified with original tender & Standing Committee Resolution No. \_\_\_\_\_ Dtd. /  
/ found correct.

Seal of the Contractor

Dy. Dean (CPD)

**Annexure-22**

**Supply Of Covid-19 Related Item – Capsule Molnupiravir 200 mg  
(BID NO. 7200023851)**

**(Document of Administrative & Technical Bid)  
AUTHORITY LETTER (On original 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. \_\_\_\_\_ . Address \_\_\_\_ Tal \_\_\_\_\_do hereby authorize M/s.

\_\_\_\_\_to collect the orders/raise the bill for the good manufactured by me/us under the tender published in the MCGM portal /Tender schedule 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 Whole contract period including extension period of the said contract.

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 Covid-19 Related Item – Capsule Molnupiravir 200 mg  
(BID NO. 7200023851)**

**(Document of Administrative Bid)**

**POWER OF ATTORNEY To Be granted by atleast 2 Directors/all partners.**

**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/We \_\_\_\_\_ 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 \_\_\_\_\_.

\*\*\*\*\*