



MUNICIPAL CORPORATION OF GREATER MUMBAI

Public Health Department

Accounts

32/A, Second floor, F/South Parel Mumbai- 400 012.

FOR THE SUPPLY OF

SUPPLY OF MEDICINES IN Hindu Hruday Samrat Balasaheb Thakre
polyclinic & Clinic

Bid No. 7200036964

BRIHANMUMBAI MAHANAGARPALIKA

Public Health Department

32/A, Second floor, F/South Parel Mumbai- 400 012.

e-PROCUREMENT TENDER NOTICE

No.HO/22274/AC Dt.30.09.2022

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 MEDICINES IN HBT Polyclinic & HBT Clinics under Public Health Department	Rs. 1800/- of + 18% GST Tax (i.e. Rs. 324/-) = Rs. 2124/-	Rs. 20,000/-	Dt.01.10.2022 from 11:00 am	Dt.05.10.2022 Up to 16.00 hours.
	Bid No. 7200036964				

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

The tenderer shall have to pay “Scrutiny Fee” of **Rs. 1800/- of + 18% GST Tax (i.e. Rs. 324/-)= Rs. 2,124/-** 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 Manufacturer (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 reject all or any of the e-tender(s) without assigning any reason at any stage.

Tenderers shall note that any corrigendum issued regarding this tender notice will be published on the 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

Sd/-

Executive Health Officer

HEADER DATA

E-Tender No.	SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic under Public Health Department. Bid NO 7200036964
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic under Public Health Department. Bid No.
Earnest Money Deposit	Rs. 20,000/-
Start date	<u>01/10/22 from 11:00 am</u>
End date & time of Bid Submission	<u>05 /10/2022</u> up to 16.00 hrs.
Opening of Packet 'A & B'	<u>Packet 'A' on 06 /10/2022 –at 11.00 am</u> <u>Packet 'B' on 06/10/2022- at 11.05 am</u>
Opening of Packet 'C'	<u>06 /10/2022 at 15:00</u>
Address for Communication	Office of Dy. EHO (Primary Health Strengthening) Office of EHO, 3rd floor, F/South, Parel Mumbai-400 012.
Website	http:// portal.mcgm.gov.in
Venue for opening of Bid	Online at above address.

This tender document is not transferable -

PREAMBLE

The Brihanmumbai Mahanagarpalika Mumbai invites Tenders from the Manufacturers / Importer for the supply of Supply Of Medicines In HBT Polyclinic & HBT Clinic under Public Health Department.

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 Annexures 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. The tender sample shall be taken only from Lowest Bidder.
8. Recommendations will be done to Higher Authorities and to Standing Committee for sanction to award the contract, as decided in tender committee meeting.
9. After sanction of Higher Authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
10. 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.
11. 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-2/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 column-2 of schedule uploaded in the system in MCGM folder.
16. **Vendors should quote the price for the per Stips/Bottls/Nos. The rate should be strictly offered as mentioned as per Stips/Bottls/Nos.** 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, Mfg, Lic. No. of the product offered against every item quoted.** The rate for imported item must be offered in Indian currency.

No rate revision shall be offered on the basis of the exchange rate fluctuations during the contract period. Supply should be made from fresh stock; minimum 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. Sample: Sample should be submitted before due date and acknowledged copy should be uploaded in Tender.
18. For any help, in the e-Tendering process, can be availed by dialing 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 /Distributor of Manufacturer/ Importers only, however manufacturer importer 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) no change of distributor within the tender period will normally be allowed.”

The Manufacturer/Importer should submit a valid Drug Manufacturing License / Import Lic., 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.

1. Certified copy of GST Registration certificate (Pkt ‘A’).
 2. Certified copy of GST deposit receipts (Challans) (Pkt ‘A’).
 3. 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. All tenderers must disclose the names of their partners, if any in the particular contract. Any tenderer failing to do so shall render himself 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.
 1. Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband, wife father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.
 2. If it is found that firms as described in clause 4A have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.
 3. If it is found that closely related persons as in clause 4A have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or in such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenders Shall be liable for action as in clause No 4B including similar action against the firms/ establishment concerned.

4. If after award of contract it is found that the responsive tenderer violates any of the clauses 4A, 4B or 4C the contract shall be liable for cancellation at any time during its currency in addition to penal action including blacklisting against the contractors as well as related firm/establishment.
4. Tenderers shall quote firm offer. Conditional offers shall not be considered and shall be treated as non-responsive.
5. Authority letter for appointment of bonafide Distributor Certificate in proforma **Annexure-22**, wherever applicable.

Tenders will be accepted from manufacturers/distributor of manufacture and importers only, however a he can appoint distributor for supply of goods or can supply directly. Manufacturing firm 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**. No change of distributor within the tender period will normally be allowed.

- 2) A manufacturer can/may authorize Distributor for supply of goods. Such authorized Distributor should submit following documents in technical Bid.
- Certified copy of GST Registration Certificate
 - Certified copy of GST deposit receipts (Challans)
 - Valid FDA Drug License for sale Drugs. (Pkt 'B')

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

The tenderer shall have to pay EMD of Rs.20,000/- 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 **01/10/2022**.

- 4) The EMD shall be refunded to the unsuccessful tenderer in due course of time. However in the case of successful tenderer the EMD shall be retained and adjusted against the 5% contract deposit for the due execution of the contract. If the tender is accepted but the tenderer fails to execute the contract, then the EMD shall be forfeited, along with the penal action, including blacklisting of the tenderer. Successful tenderers shall have to pay contract deposit @ 5% of the total contract cost in cash or demand draft or Bank Guarantee.
- 5) The photocopies / Xerox copies of the document should be got attested from the Gazatted Officer of the State/ Central Government or from the Officer of Brihan Mumbai Mahanagarpalika not below the rank of Assistant Engineer/ Administrative Officer or practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp with or without red seal clearly stating his name & registration no. before enclosing.
- 6) The product offered should be of the same packing & strength if specified.
- 7) The tenderers are requested to fill the tender carefully after noting the quantity mentioned for each article in the tender.

That no variation in rates etc. shall be allowed on any ground such as clerical mistake or misunderstanding etc. after tender has been submitted.

- 8) Validity of the offer should be for 180 days from the date of opening of tender.

- 9) Tenderer must state the Brand name, Name of manufacturer, Mfg. Lic. No. of the product offered against every item quoted.
- 10) 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.
- 11) 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.
- 12) The responsibility to produce correct authentication rests with the Tenderer. If any document detected to be forged, bogus etc., the tender shall be rejected and the tender deposit forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting against the said 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/Distributor of manufacturer 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' SHOULD BE UPLOADING IN PDF FORMED ONLY.

17) **Packet – 'A & B':**

1. **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.**
2. **The bidder must scan and upload the following currently valid mandatory documents on or before the due date and due time of bid submission.**
3. **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)

4. Tender form Annexure – 1.
5. GST Registration certificate & GST Deposit receipts (Challans) (Manufacturer)
6. GST Registration certificate & GST Deposit receipts (Challans) (Distributor)
7. Pan card with Photograph of Tenderer with Distributor if any.

The tenderer has to submit certified copies of the PAN Documents and Photographs of the individuals, owners, Karta of the Hindu Undivided Family, Firms, Private Limited Companies, Partners of the Partnership Firms and at least two Directors if number of Directors are more than two in case of Private Limited Companies or the authorized representatives of the registered Co-Operative Societies as the case may be. However in case of Public Limited Companies, Semi Government Undertakings, no PAN Documents will be insisted. The documents can be certified by the Gazatted Officer or Officers not below the rank of Assistant Engineer/ Administrative Officer or practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp with or without red seal clearly stating his name & registration no.

8. 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).
9. Firm / Company / Sanstha Registration Certificate.
 1. Power of attorney in case of partnership firm / Public Limited Company / Private Limited Company / Society / Government undertaking.
 2. Company Registration Certificate / Partnership Deed, duly registered with registrar, Articles of Association, Society Registration Certificate as the case may be.

NOTE : The Registered Power of Attorney if any registered with Chief Accountant (MCGM) will be accepted.

10. Proforma for detail of the item quoted (Annexure -2)
11. Particulars about the bidder. (Annexure – 3)
12. PRO-FORMA FOR EMD (Annexure – 9)
13. Declaration made by the tenderer. (Annexure – 4)
14. Declaration by the bidder regarding eligibility and acceptance of term and conditions of the tender. (Annexure – 6)
15. Authority letter from manufacturer to importer as per Annexure - 7 OR Contract agreement between foreign Manufacturer & Importer.
16. Form of undertaking of Mandatory Conditions Annexure – 8.
17. DPCO / NPPA Declaration / Affidavit. (Annexure – 10)
18. Grievance Redressal Mechanism. (Annexure – 11)
19. FORM OF INTEGRITY PACT. (Annexure – 12)
20. Undertaking cum-Indemnity Bond (Annexure – 13)
21. Authority letter for appointment of distributor Annexure – 22.
22. Power of attorney Annexure – 23

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)

3. Details of Items Quoted in tender as per given format. i.e. (Annexure - 2)
4. Detail composition of the product offered in tender as per proforma given in tender form. (Annexure -18)
5. Authority letter for appointment of distributor Annexure – 22 OR Authority letter from manufacturer to importer as per Annexure - 7
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. Valid FDA Drug License for sale Drugs. (Pkt ‘B’)
8. Copy of valid relevant ISI / ISO / CE / USFDA / BSI / BIS Certificate etc, wherever applicable as per enclosed schedule copy (Pre qualifying criteria). / tender manual.
9. Test Report from manufacturer / FDA approved laboratory / Govt. aided laboratory /in-house test report from manufacturer.
10. Valid Item-wise WHO-GMP / COPP / GMP Certificate as mentioned in schedule copy / tender manual.
11. 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.
12. In case of Imported Items copies of the following valid certificates must be submitted:
 1. Name of the manufacturer and the complete address with mail ID of the manufacturer.
 2. Authority letter from manufacturer to importer as per Annexure - 7 OR contract agreement between foreign Manufacturer & Importer.
 3. 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.
 4. 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).
 5. 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.
 6. Undertaking from the manufacturer on his letterhead. (Annexure - 19)
 7. Valid IEC / ISO / CE / USFDA / BSI / OGL etc. as mentioned in schedule copy / tender manual.
 8. Valid item-wise WHO-GMP / COPP / Cft. as mentioned in schedule copy / tender manual.
 9. Test Report from manufacturer / FDA approved Lab / Government Aided Lab.
13. If manufacturer/Importer appointed distributor such authorize distributor should submit following documents in technical bid.
 1. Certified copy of GST Registration (Pacler ‘A’)
 2. Certified copy of GST deposit receipts (Challans) (Pacler ‘A’)

3. Valid FDA Drug License for sale Drugs. (Pkt 'B')
4. Copy of valid relevant Drug manufacturing License Certificate etc, wherever applicable as per enclosed schedule copy (Pre qualifying criteria). / tender manual (Pkt - B).

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

The documents which are uploaded in Packet 'A' and Packet 'B' with bid original of which, if called, shall be produced for verification within 2 days. if bidder still fails to submit the document within this period he will be treated as non responsive and 5% of the EMD will be forfeited.

Administrative and Technical Bid will be opened on the due date and time as defined for the bid in the system. Financial Bid / commercial bid of the respective bidder submitted online will be opened only if the administrative documents in Packet 'A' and technical documents in Packet 'B' are acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.

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

List of required medicines for HBT Polyclinic & HBT Clinic

Sr. No.	Drug Name	Unit	Quantity of medicines (Strips/Bottles/Nos)
1	TAB LEVOCETRIZONE 5 mg	1 x 10	2396
2	TAB. PARACETAMOL 500 MG	1 x 10	37500
3	TAB DICLOFENAC SODIUM 50 MG	1 x 10	4167
4	SYP PARACETAMOL 125MG/5ML 60ml	1	6250
5	TAB. ATENOLOL 50 MG	1 x 10	625
6	TAB LOSARTAN 50 MG	1 x 10	1667
7	TAB/CAP. AMLODIPINE 5 MG	1 x 10	7917
8	TAB ATORVASTATIN 10 MG	1 x 10	4167
9	Tab.Aspirine 75 mg.	1 x 10	1250
10	TAB. PRIMAQUINE 7.5 MG	1 x 10	2083
11	CAP. DOXYCYLINE 100 MG	1 x 10	6250
12	TAB AZITHROMYCIN 250 MG	1 x 6	3125
13	SUSP AZITHROMYCIN 200 mg/5ml	1	3125
14	TAB GLIMEPIRIDE 1 MG	1 x 10	10417
15	TAB. METFORMIN 500 MG	1 x 10	30000
16	CREAM PERMETHRIN 5%	1	521
17	CREAM SILVER SULPHADIZINE 1% (STERILE)	1	208
18	TAB. RANITIDINE 150 MG	1 x 10	18750
19	TAB DOMPERIDONE 10 MG	1 x 10	2083
20	Tab METRONIDAZOLE 400MG	1 x 10	4167
21	POWDER ORAL REHYDRATION SOLUTION (ORS)	1	22500
22	SYP METRONIDAZOLE 20MG / ML	1	2396

Sd/-

Executive Health Officer

14. **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.7200036964)

Item no

Description

SAC / HSN Code

15. **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.

16. Every complaints, submitted by a competitive tenderers in the matter of challenge to the authenticity of documents/information and/or particulars submitted by another tenderer ought to be accompanied with the deposit of **Rs. 2,00,000/- (Rupees Two Lakhs only)** towards charges for inspection of the manufacturing premises and verification of the documents of the another tenderer. On verification of the complaint, if the representations made therein are found to be true and correct, the deposit will be refunded to the complainant and the E. M. D. of the defaulting tenderer shall be forfeited and further it shall be lawful for MCGM to blacklist such defaulting tenderer for a maximum period of five years. On verification of the complaint, if the representations made therein are found to be false and incorrect, the deposit shall be forfeited and the complainant shall be black-listed for period of five years.
17. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason.
18. The Municipal Corporation reserves its right to inspect the manufacturing premises of the company as and when required.
19. **The tender shall be rejected if the tenderer Stipulates own condition /conditions. Does not fill & sign the Tender Form incorporated in the Tender. Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms. Does not submit documents listed in Packet 'A' & Packet 'B'.**
20. **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.
21. Name of manufacturer and Drug mfg Lic no. should be mentioned in challan Copy and invoice Copy.
22. NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.

23. At the time of supply every tenderer / manufacturer must submit manufacturer's Quality Control Test Report for every item.
24. **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.

25. **Documents to be uploaded:** Original scanned document (or Attested Photocopies of specific documents shall be scanned & uploaded. The documents shall be attested from Gazzetted officer of the State/central Government or from the Officer of MUNICIPAL CORPORATION OF GREATER MUMBAI not below the rank of Assistant Engineer/Administrative Officer before scanning & uploading the same in Packet A and Packet B).
26. **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.
27. **Authentication for documents** The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors' dues the damages/losses occurred thereof.
28. **Translation of certificates:** If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.
29. **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.**
 2. 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.
 3. 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.
 4. If a limited company/ Santhas /Societies /Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only
30. **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.
31. **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.
32. 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.

33. **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.
34. **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.**
35. **Refund of contract deposit:** Contract deposit will be refunded after satisfactory Bank guarantee and confirmation letter of contract period.
36. **Unconditional offer:** Tenderers shall quote a firm & unconditional offer. **Conditional offers shall not be considered and shall be treated as non-responsive.** Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.
37. **Variation in rate:** Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
38. **Firm price:** The prices quoted shall be firm and no variation will be allowed on any account whatsoever. **The rates quoted shall be inclusive of all taxes and duties, i.e. GST etc. and/or any other taxes and duties applicable to that item.** If asked for, tenderer shall submit the documentary evidences of duty/tax paid by him.
39. **Contradictory Clause in tender:** Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "Offer subject to availability of stock" "Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
40. **Alternative clauses in tender:** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.
41. Tender Approval Committee or Sub-Committee appointed by Tender Approval Committee may negotiate with the Tenderer to reduce the rates offered by them.

PAYMENT OF LEGAL & STATIONERY

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

Bid No 7200036964

Contract Value	Legal & stationery Charges
Up to Rs. 50,000/-	Nil
Rs. 50,001/- to Rs 1,00,000/-	Rs. 5710/-
Rs. 1,00,001/- to Rs. 3 00,000/-	Rs. 9430/-
Rs. 3,00,001/- to Rs.5,00,000/-	Rs. 11330/-
Rs. 5,00,001/- to Rs.10,00,000/-	Rs. 13190/-
Rs. 10,00,001/- to Rs.20,00,000/-	Rs. 15060/-
Rs. 20,00,001/- to Rs.40,00,000/-	Rs. 16960/-

GENERAL CONDITIONS (Bid No 7200036964)

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:

1. 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.

2. 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.
3. 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 submission of sample before due date and uploading the acknowledge copy in tender.
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:
- Forged document are submitted OR
 - If it becomes responsive on the basis of submission of bogus certificate OR
 - If the supply received is of substandard quality / Non-Supply.
- 15. Other terms and conditions covering the tender:**
1. 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.
 2. The delivery of material should be made within 7 days from the date of confirmed order. No excuse for delay due to any statutory authority like customs etc. shall be taken into consideration for extension of the delivery. The primary responsibility for supply of items in time shall rest with the supplier.
16. Tenders / Quotations for spirituous preparations such as tinctures extracts and spirits of Indian make mentioned in schedule should be duty free basis only. In this connection the tenderers must specify the name of the firm from whose bonded warehouse or laboratory that must be situated within the State of Maharashtra; they propose to supply the said preparations.
17. That in case of tenders / quotations for all items of drugs, chemicals, hypodermic needles & syringes ampoules etc. the names of the manufacturers must be stated against each item while quoting. Tenders in which the names of the manufacturers are not shown in schedules shall not be considered.
18. 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.
19. 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. Name and address of the re-packers, if any
 3. Net and gross contents.
 - The true formula or list of ingredients with weights and / or percentages.
 - A distinctive batch number and date of manufacture, repacking and expiry.
 - 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.

20. Leaflet / literature should be provided along with every box of injection.
21. The name of the product its compositions the name of the manufacturer of the raw material as well as finished products and the country of the manufacturer in case of every item should be stated.
22. Every tenderer who quoted must produce along with tender a fresh certificate of his bonafides and the reliability and quality of drugs, quoted by him as well as the bonafides and reliability of the whose products are quoted from the Commissioner, Food and Drugs Administration, of respective State (For which F.D.A. License is essential).
23. A tenderer must also produce along with tender a fresh certificate from the Commissioner Food and Drug Administration, of respective State, to the effect that he has not been prosecuted for contravention of provisions of Drugs & Cosmetic Act 1940 for manufacture or sale of sub-standard drugs and sub-standard products.
24. In case of supply of drugs, medicine, chemicals, etc., Dean the Heads of all the Municipal Medical Institutions or Commissioner of Food and Drugs, Administration (Maharashtra State) Mumbai his office shall have right to get the sample analyzed by Pharmacy Department of the Hospital or any of the large Municipal General Hospital or Seth G.S. Medical College or any other Municipal Medical College or the Municipal Analyst or the Government or Chemical Analyzer or an FDA approved Laboratory and if the sample on analysis is not proved to be of the standard or up to the schedule specifications, the tenderer shall have to pay the testing charges. On the tenderers failure to pay the said expenses when called upon to Municipal Commissioner shall without prejudice to his other rights, be entitled to recover the same from the tender deposit or such outstanding dues of the tenderers.
25. Active ingredients to be used in each item quoted shall be of Pharmacopoeia standard and shall confirm to the specifications laid down in I.P., B.P., U.S.P., N.F., N.F.I., B.P.C., or any other official book.
26. 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.
27. 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.)
28. Every container i.e. ampoule, vial, bottle, box, etc. in which the material is supplied shall bear the rubber stamp, 'For M.C.G. M. use only' and also the year of contract.
29. Information regarding status of tenderers.
 1. Whether it is proprietary status of tenderers.
If so, name of the owner, Complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number, & Email ID etc.
 2. If it is partnership concern, please furnish names of each partner Complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number & Email ID etc. and copy of registration certificate.
 3. In case of company, please furnish documentary proof to show that the company is registered.
 4. In case if it is a Co-Operative Society, please furnish the copy of registration certificate and letter of authorization from the concern Society and its authorized person's Complete Postal Address of Residence, Business along with Telephone Number, Fax Number, Mobile Number & Email ID.
30. 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.
31. 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.
32. **Unconditional offer:** Tenderers shall quote a firm & unconditional offer Conditional offers shall not be considered and shall be treated as non - responsive. Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary/discount offer.

33. **Tender Price:** Tender price is mentioned in tender notice and shall not be refundable.
34. **Order:** The user department will place the orders as and when required.
35. **Delivery:** The Tenderer should give free delivery to user Dept. within 7 days from the date of placing order.
36. **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 are construed accordingly.
37. 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.
38. 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.
39. **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.
40. 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.
41. 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.
42. **Details of Litigation History** – Tenderers are requested to go through Circular No.MGC/6565 Dt.25.09.2018 regarding more clarification for Annexure no.24 i.e. Clause of litigation history and do nedfull.

Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM, State Govt. Central Govt. or any authority under state or central Govt. / Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM and MCGM is party in the litigation against the company, firm directors, partners or authorized signatory for carrying out any work for MCGM by any authority of MCGM and the orders passed by the competent authority or by any authority of MCGM and the orders passed by the competent authority or by any court where MCGM is a party. While taking decision on litigation history, the concerned Chief Engineer or DMC or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm directors, partners or authorized signatory on the MCGM works which can spoil the quality, output, delivery of any goods or any work execution and within the timeframe (Annexure 24).

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

1. Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or
2. Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, ~~litigation history, or financial failures etc.~~"

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

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

SAMPLE SUBMISSION & TESTING CHARGES (Bid No 7200036964)

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) Sample should be submitted before due date and acknowledge copy should be uploaded in tender.
- (2) 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.
- (3) Testing/ verification of the samples of the lowest tenderers will be carried out by MCGM if required & if not found satisfactory, in such case his offer though lowest will not be considered & penalty/ action as applicable for inferior supply as mentioned in the tender document will be taken.

The successful tenderer shall have to pay Rs. **3570/-** testing charges per item at the time of receiving Acceptance Letter. **These charges are subject to increase @ 10% after 01/04/2021 & will have to paid in deviation of the nearest Rs. 10/-.**

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

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

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

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

LIST OF APPROVED BANKS

The Banker's Guarantee issued by the branches of all schedule approved Reserve Banks beyond Kalyan & Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of the same Bank within the Mumbai city limit categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within the Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the 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.

LIST OF HBT polyclinic & HBT Clinic (Bid No 7200036964)

All MCGM Maternity Homes & Dispensaries.

HBT CLINIC - PORTA CABIN				
Sr No	Zone	Ward	Name of HBT Clinic	Postal address
1	II	FN	Shanti Nagar HBT Clinic	Balkrishna Mitra mandal ground, Behind Jai Bhavani Mata mandir, Near vidyalankar college back side gate, S. P. Road, Antop hill 400037
2		GN	Kallakilla HBT Clinic	Footpath, ONGC building gate no-2, Sion- Bandra link road, Dharavi, Mumbai-400017.
3	IV	KW	Vaishali Nagar HBT Clinic	plot no 485 A 486 at village Oshiwara Jogeshwari West Ajit glass garden road Jogeshwari West Mumbai 400102
4	V	L	Sainath Chowk HBT Clinic	Takiya wad , Kurla West
5			Kismat Nagar HBT Clinic	Near Kurla Bus Depot
6		ME	Kamla Raman Nagar HBT Clinic	Deonar Dumping Ground , Deonar
7		MW	P L Lokhande marg HBT Clinic	Near Priyadarshini Budhha vihar, P L Lokhande Marg, Chembur.
8	VI	N	Katolipada HBT Clinic	Katolipada, Bhimnagar, Ghatkopar (w) , Mumbai -400086
9	VI		Kamraj Nagar HBT Clinic	In front of MGL CNG Station, near old RTO, Kamraj Nagar , Ghatkopar East

-

HBT CLINIC - EXISTING DISPENSARY

Sr No	Zone	Ward	Name of HBT Clinic	Postal address
1	I	A	Colaba UPHC	1st Floor MCGM Bldg Lala Nigam Rd Mum 5
2		B	Jail Road Dispensary	44,Jail Rd Disp, 20 Kolsa Mohalla Ground Floor Pydhunie M-3.
3		D	Tardeo Flat Dispensary	B-1 Tower,Dr.Babasaheb Ambedkar nagar,Mahalaxmi,Mumbai-400034
4	II	FS	Sewree Cross Road Dispensary	Opp. Old Post Office, Sewree Cross Rd. Disp., Sewree M.15.
5		F S UPHC	F S Ward , Dr Ambedkar Marg , Parel , Mumbai	
6		GN	Kumbharwada Dispensary	Ground Floor Rajiv Gandhi SRA Building 90 feet road kumbharwada dharavi 17
7		Pilla Bungalow UPHC	Pilla Bungalow Mumicipal Dispensary sant Rohidas Road Dharravi-17	
8		Dharavi Main Road Dispensary	Dharavi Main road muncipal Dispensary	
9	Shahu Nagar UPHC	Building E-14,Ground Floor shahunagar BMC Building Mahim - 17		
10	III	HW	Station Road Dispensary	Bandra Station, Near Bandra Dharmshala Road, Bandra West, Mumbai

11			Shastri Nagar UPHC	Shastri nagar disp. Near shiv sena shakha, shastri nagar , Santacruz west
12		KE	Caves Road UPHC	Squatters Colony, Maternity home, Sanjay Gandhi Nagar, Jogeshwari (E), 400060
13	IV	PS	Topiwala UPHC	Opp Lords College , Station Road , Goregaon West
14		PN	Rathodi Village UPHC	Bali Residency Bldg., 1st Flr., Rathodi Bus Stop, behind Petrol Pump, Malad W
15			Malvani 2 UPHC	Malvani gate no.6, OPP. Holy Angel School, Malvani, Malad W
16			Manori Dispensary	Manori Village, Marve Rd., Malad W
17			Appapada UPHC	Ananad Nagar , Appapada , Malad East
18	VII	RS	Babrekar Nagar UPHC	Ganesh Nagar Babrekar Nagar Kandivali West
19			Hanuman Nagar UPHC	Hanuman nagar , Kandivali East
20		RC	Kajupada UPHC	Chougule nagar ,mourya building ,1 st floor ,Borivali east ,Mumbai -400066
21			Magathane Dispensary	Magathane , Borivali East
22		RN	Shastri Nagar Dahisar UPHC	Holy Cross Road, Navagaon, Dahisar West
23	V	ME	Anik Nagar UPHC	Suraksha Society BLDG. NO.4, 1ST Flr, MHADA Colony Vashi Naka, Chembur-74

24		MW	Lal Dongar UPHC	OPP Altavista Towar, Near Surana Sethia Hospital , V.N. Puran Marg Chembur 71
25	VI	N	Sainath Nagar UPHC	Matoshree Ramabai Thakare Mat.Home Sainath nagar Rd Ganesh Maidan Ghatkopar W
26		S	M V R Shinde Marg UPHC	M V R Shinde Marg , Bhandup West
27		T	Deen Dayal Upadhyay Marg UPHC	Din Dayal Upadhyay Marg, Opp Croma Shop, Checknaka, Mulund (w). Mum 80
28			Mulund Colony UPHC	Zulelal Marg, Opp Jay Bharat School, Mulund colony , Mulund (w). Mum80.

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POLYCLINIC AND DIAGNOSTIC CENTER

Sr No	Zone	Ward	Name of Polyclinic and Diagnostic Center	Postal address
1	I	A	Colaba UPHC	1st Floor MCGM Bldg Lala Nigam Rd Mum 5
2	II	GN	Kumbharwada Dispensary	Ground Floor Rajiv Gandhi SRA Building 90 feet road kumbharwada dharavi 17
3	III	HW	Gurunanak (Ambedkar) UPHC	MCGM (Dr. Ambedkar Road, Khar West)
4	IV	KW	Banana Leaf UPHC	Juhu versova link road andheri west mumbai 400053 mcgm
5	IV	KW	Juhu Jalan Dispensary	N S Rd Number 13, Chand Society, MHADA Colony, Juhu, Mumbai, Maharashtra 400049

6	IV	PN	Rathodi Village UPHC	Bali Residency Bldg., 1st Flr., Rathodi Bus Stop, behind Petrol Pump, Malad W
7	VII	RS	Shailaja Vijay Girkar UPHC	shaileja vijay girkar municipal dispensary, dahanukarwadi, m g road, kandivali west
8	VII	RC	Kajupada UPHC	Chougule nagar ,mourya building ,1 st floor ,Borivali east ,Mumbai -400066
9	VII	RN	Anand Nagar UPHC	Manan Building, Anand Nagar, Dahisar West
10	V	ME	Anik Nagar UPHC	Suraksha Society BLDG. NO.4, 1ST Flr, MHADA Colony Vashi Naka, Chembur-74
11	VI	N	Sainath Nagar UPHC	Matoshree Ramabai Thakare Mat.Home Sainath nagar Rd Ganesh Maidan Ghatkopar W
12	VI	S	Tagore Nagar (Suncity) UPHC	Suncity building IIT Market Gandhi Nagar
13	VI	T	DDU Marg UPHC	Din Dayal Upadhyay Marg, Opp Croma Shop, Checknaka, Mulund (w). Mum 80

Annexure – 1

Tender Form

**SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964**

To
The Brihanmumbai Mahanagarपालिका,
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 onand 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 in the form of Affidavit 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

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

Sr. No.	Full Names Tenderer (Managing Director / Directors / Partners)	Residential Address	Signature of the Tenderer (Managing Director / Directors / Partners)
1			
2			
3			
4			
5			

Annexure – 2

Details of the Items Quoted
(Please fill all the places completely)
SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964

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

_____ Schedule Name : _____

• **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.

- Annexure-19 (undertaking from Manufacturer/Importer)
- Annexure-18 (Productwise details)
- New Drug & fixed Dose combination permission in form 45/46 (if applicable)
- Name and Place of the Manufacturer & country of Origin Cft (Imported Items)
- Excise gate pass for non-Drug items.
- itemwise bills of entry (Imported Items)
- Annexure-7(Authority letter from Manufacturer to Importer Or Contract Agreement between foreign mfgrer & Importer). If yes, issue dt. & validity.

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

Name of Distributor :- M/s_

Address : _____

Vendor No. _____ Email Id:- _____ Contact No. _____

Documents

**Whether Submitted
Yes/No.**

A) Annexure-22 (Authority Letter for appointing Distributor) If yes, issue dt.

B) Drug Mfg Lic / (Importer and /or Distributor) If yes, validity.

- **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. _____

- **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	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 MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964**

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 Mahanagarpalika in the last four years as shown below. (Use separate sheet, if necessary)

Years	Quantity of Supply	Name of the stores Institute to whom supply is made
1	2	3

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

Full Signature of the Tenderer
With Official Seal and Address

Annexure – 4

Declaration by the Tenderer

**SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964**

(To be filled in and signed by the tenderer and to be submitted on Company Letterhead)

AFFIDAVIT

To

The Municipal Commissioner

Brihanmumbai Mahanagarpalika, Mumbai

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-
- I / We fail to keep the e-tender open as aforesaid
 - I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so.
 - I / We do not commence the work/supply on or before the date specified by officer/ engineer in his work order/indent
 - 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 ...
- not declared insolvent.
 - not debarred or blacklisted for tendering of bids by the Corporation or any other Govt./ Semi Govt. organizations on due date.
 - 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.
 - 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:

- Full Name _____ And _____
 Address
 Signature

- Full Name _____ And _____
 Address
 Signature

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

No.	Full Name	Office Address	Residential Address	E-mail address	Signature
1					
2					
3					
4					
5					

ANNEXURE – 5

NOT APPLICABLE

Annexure – 6
SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964

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

(To be filled in and signed by the tenderer and to be submitted on Company Letterhead)

To be uploaded in folder 'A'

AFFIDAVIT

To,
Municipal Commissioner,
Brihanmumbai Mahanagarपालिका, Mumbai.

Sir,
Ref your Tender No:_____.

I / we give following undertaking:

1. I / we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions.
2. I / we have also appraised myself / ourselves with M.C.G.M., actual nature of supply/ work and other prevalent conditions.
3. I / we hereby confirm that I / we will be able to carry out the supply/ work offered by me /us as per specifications indicated in the tender, after compliance of all the required formalities within the specified time at the quoted rates,if accepted by M.C.G.M.
4. I / We agree to abide the regulations of the MCGM premises now in force or which may come into force, during the currency of the contract.
5. I / We also undertake to carry out the supply / work without any interference, what- so-ever to the supply/work.
6. I / We agree for reserving the right to stop any supervising staff/ labour employed by me /us from entering in the MCGM premises/area, if MCGM feels that the said person is an undesirable element or is likely to create mischief. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the MCGM as final and binding on me/us.
7. I / We shall not sublet the work or supply to any other agency without the prior approval of the MCGM.
8. I / We agree to execute an agreement in the Proforma given and shall bear necessary cost of stamp duty as per Government directives in this regard.
9. I / We also agree, to undertake to carry out all types of supply / work covered under Items of this tender as ordered from time to time by the Officer In Charge or by his authorized representatives.
10. I/we hereby declare that the information furnished in the tender is correct and true to the best of my / our knowledge and belief. I /we also know and accept that if at any stage the information is found to be not correct

, my / our tender shall not be considered by M.C.G.M., and EMD shall stand forfeited and I /we will be liable for action as per terms and condition .

11. The acceptance of this tender by M.C.G.M., shall constitute a binding contract between me / us and M.C.G.M.
12. I/we solemnly confirm the compliance of all the requirements / Conditions of the tender documents.
13. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
14. I / we hereby certify that I /we was / were never black listed by M.C.G.M. or not either by any of central Govt. / state Govt. / Public sector undertaking / any other Local body.
15. I / we do hereby agree that if in future, it comes to the notice of M.C.G.M. / if it is brought to the notice of M.C.G.M. that my disciplinary / penal action due to violation of terms and conditions of the tender which amounts to cheating / depicting of mollified intention during the completion of the contract anywhere in M.C.G.M. or either by any of central Govt. / State Govt. / Public sector undertaking / any other Local body. M.C.G.M. will be at desecration to take appropriate action as its finds fit.

Solemnly affirmed on this _____ the day of _____ 20 .

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

Annexure – 7
SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No.7200036964
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.)

Annexure – 8
SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964
Form of undertaking of Mandatory Conditions
(To be uploaded in Folder ‘A’)

SUB: Supply of_____

_____. Tender No.

_____ Due On_

Mandatory Conditions of this tender:

- i. **Number of Models:** The tenderer shall quote the price for each item only, which is as per the specifications mentioned in the Tender Form. The tenderer who have filled-in the price for more than one model, such offer shall be rejected outright.
- ii. **Validity.** Every tender shall be made open for acceptance for minimum period of 180 days from opening of the tender. Tenderer specifying validity for less than 180 days shall be rejected outright.
- iii. Testing/verification of the samples of the lowest tenderers if required will be carried out by MCGM & if not found as per specification, in such case his offer though lowest will not be considered.
- iv. **Payment.** Payment will be made within 30 days from the date of satisfactory supply, submission of the bills and submission of all documents for execution of written contract.
- v. **Contract deposit.** Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of cash/DD or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same will be retained 6 months after completion of contract period. The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same, within the Mumbai City limit categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.
- vi. **Delivery** The Tenderer should give free delivery to user department of MCGM, within specified period from the date of placing the order.
- vii. **Order** The user department will place orders as and when required during the contract period.
- viii. **Penalty** Late supply or installation will be penalized as per Clause No. 8 of Articles of Agreement.
- ix. **Acceptance of Tender** The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.
- x. **Contact details:** Address, E-Mail, Tel. / Fax No. of the manufacturer, authorized distributors/dealers/agents in Mumbai.
- xi. **Liquidated damage.** The conditions of the contract provide for the damages for the late delivery as liquidated damages. In the event of late delivery of materials, the contractor shall pay to the MCGM liquidated damages a sum equal to half percent of tender price of the material/equipment supply late per week calculated from the next day after the agreed delivery, period is over. This is subject to maximum limit @ 10% of the tender value of the material. Such penalty is to be deducted always by the consignee from the contractors

balance bill, B.G. or EMD or any money due to the contractor from MUNICIPAL CORPORATION OF GREATER MUMBAI.

OR

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

OR

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

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

- xii. "THE TENDER SHALL BE REJECTED OUTRIGHT IF THE TENDERER DOES NOT FULLFILL THE MANDATORY CONDITIONS AS BELOW."

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

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

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

Annexure – 9

SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic

Bid No.7200036964

PRO-FORMA FOR EMD

(To be uploaded in ENVELOPE ‘A’)

1	Name of Tenderer			
2	Name of Supply		Supply of	
3	Department		Public Health Department	
4	Bid No. & Start Date Due Date		No: Start Date: End Date:	
5		Details	E.M.D. A g re e m e nt o f in te g ri ty p a ct a s p er a	

			n n e x u r e - 1 2	
a	Amount Rs.			
b	IFC Code No.			
c	Bank Name & Branch Issuing D.D. / Pay Order			
d	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 MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964**

Public Health Department

(To be filled in and signed by the tenderer and to be submitted on Company Letterhead)

Tender Schedule No. _____

To,

The Municipal Commissioner,

For the Brihanmumbai Mahanagarपालिका

Sir,

Bid No. _____ "I/We _____

(Full name in capital letters, starting with surname), the Proprietor/Managing Partner/ managing Director.Holder of the Business/ Manufacturer./ Authorized Dealer, for the establishment/ firm/ registered company, 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 – 11

**SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964**

(To be filled in and signed by the tenderer and to be submitted on Company Letterhead)

GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 10 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity senior most Dean with Pharmacologist / [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

M.C.G.M. shall deal and dispose of such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

Where M.C.G.M. fails to dispose of the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the 'Procurement Redressal Committee' within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of M.C.G.M.

Procurement Redressal Committee will consists of not less than three members including its Chairman who shall be the retired Judge of High Court and two members of the Committee will be from the field of Public Procurement and experience at senior level in Public Administration or Public Finance or Management or Engineering or Specific Project or Management of Public Sector Enterprises.

On receipt of the application, the Committee shall after giving opportunity of hearing to the procuring entity, M.C.G.M. as well as the Applicant, determine the issue taking into consideration the rules and guidelines as well as tender conditions, terms of the pre-qualification, bidder registration or bidding document, as the case may be and communicate its recommendations including corrective measures to be taken to M.C.G.M. and to the Applicant within 15 days, if necessary, the Committee may held more sittings to dispose the application.

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

- 1) Determination of need of procurement.

- 2) The decision of whether or not to enter into negotiations.
- 3) Cancellation of a procurement process for certain reasons.

The Procurement Redressal Committee may recommend to the procuring entity the suspension of the procurement process pending disposal of the application, if in its opinion, failure to do so, is likely to lead miscarriage of justice.

On receipt of recommendation of the Committee, Municipal Commissioner will communicate his decision thereon to the Applicant and to the Committee within 15 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Municipal Commissioner and/or Procurement Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

Yours faithfully,

(Signature with Date, Name & Designation)

For and on behalf of M/s. _____

Annexure – 12

**SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No.7200036964**

(To be filled in and signed by the tenderer and to be submitted on Company Letterhead)

FORM OF INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is entered into on ----- day of the ----- month of 20 ---- between Municipal Corporation of Greater Mumbai acting through Shri. ----- (Name and Designation of the officer) (hereinafter referred to as the "M.C.G.M." which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ----- (Name of the company) represented by Shri. --- -----, Chief Executive Officer / Authorized signatory (Name and Designation of the officer) (hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE MCGM invites for the -----

----- (Name of the Stores / Equipment / Service, Tender No. & Date) and the Bidder /Seller is willing to submit bid for the same and WHEREAS the BIDDER is a private Company / Public Company/ Government Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in the matter and the MCGM is Urban Local Body.

NOW, THEREFORE

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

Enabling the MCGM to obtain the desired said stores / equipment / services / works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the MCGM will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the MCGM will appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

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

1. COMMITMENTS OF THE M.C.G.M.

- M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

2. **COMMITMENTS OF THE BIDDERS / CONTRACTORS**

- a) The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- b) The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- c) The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with MCGM.
- d) The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- e) The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- f) The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.
- g) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- h) The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
- i) The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.

- j) The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- k) The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- l) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- m) The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- n) The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
- To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.
- To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
- Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. The Bidder accepts and undertakes

to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

- To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
- Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

FALL CLAUSE

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

EXTERNAL INDEPENDENT MONITOR / MONITORS

- a. The M.C.G.M. Appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- b. The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- c. Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- d. The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- e. The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- f. The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- g. As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- h. The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- i. The word "IEM" would include both singular and plural.
- j. Bothe parties accept that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

VALIDITY OF THE PACT

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

FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the MCGM or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

MISCELLANEOUS

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

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

MCGM BIDDER / SELLER

Signature _____

Name of officer _____

Designation _____

Name of Company _____

Address _____

Dated _____

WITNESS-1(MCGM)

Witness-1(BIDDER/SELLER)

Signature _____

Name of officer _____

Designation _____

Name of Company _____

Address _____

Dated

Annexure – 13

SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964

(To be filled in and signed by the tenderer and to be submitted on Company Letterhead)

UNDERTAKING CUM INDEMNITY BOND

We _____ (1) Mr. _____, (2) Mr. _____
and (3) _____
Mr. _____ aged (1) _____ yrs (2) _____ yrs. And (3) _____
_____ yrs
respectively; proprietor / Partners / Directors / Power of Attorney Holder of the
Firm
_____ having Office its office at _
_____ hereby gives an

UNDERTAKING CUM INDEMNITY BOND as under.

AND WHEREAS we are registered contractor/s with the Municipal Corporation of Greater Mumbai and /
or (Name of other authority) having Registration No. _____ valid up to _____.

AND WHEREAS the Municipal Corporation of Greater Mumbai had published the tender notice for the
work _____ of _____
_____ ward.

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

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

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

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

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

Place :

Dated

Proprietor/ Partners/Directors/POA holder

(Seal of Firm/Co.)

Identified by me.

BEFORE ME,

Annexure – 14

**SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964**

PRO-FORMA FOR “Declaration for ESIC from Bidder”

(To be uploaded in ENVELOPE ‘A’)

To,

Municipal Commissioner

Brihanmumbai Mahanagarpalika

Dear Sir,

Reference: - E-Tender Document No. _____ dated _____.

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

Yours faithfully,

(Signature with Date, Name & Designation)

For and on behalf of M/s. _

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

- A. Scanned copy of Original letter shall be uploaded.**
- B. Tender No / Bid No should be written on this Declaration.**
- C. (To be filled in and signed by the tenderer and to be submitted on Company Letterhead)**

Annexure – 15

**SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964**

**PRO-FORMA FOR “Declaration for E.P.F. & M. Act 1952 from Bidder”
(To be uploaded in ENVELOPE ‘A’)**

To,

Municipal Commissioner

Brihanmumbai Mahanagarpalika

Dear Sir,

Reference: - E-Tender Document No. _____ dated _____.

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

Yours faithfully,

(Signature with Date, Name & Designation)

For and on behalf of M/s. _____

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

- a) Scanned copy of Original letter shall be uploaded.
- b) Tender No / Bid No should be written on this Declaration.
- c) To be filled in and signed by the tenderer and to be submitted on Company Letterhead

ANNEXURE – 16

NOT APPLICABLE

ANNEXURE – 17

NOT APPLICABLE

Annexure – 18

**SUPPLY OF MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964**

Statement showing details of Product offered with its composition

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

Name of Manufacturer/Importer and Address _____

Sr. No	Item No	Item Name & Description in Tender (Schedule Description)	Details of product offered with Composition by the tenderer (with pharmacopoeia grade IP/BP/USP/ NF etc.)	F.D.A. (for drugs)/ Product Permission Date	DCGI Permission Date in case of New Drugs & FDCs	Certificates as per prequalifying criteria in Sch. Copy / tender manual With validity
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 MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No.7200036964**

(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.

:-

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

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 MEDICINES IN HBT Polyclinic & HBT Clinic
Bid No. 7200036964

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 Brihanmumbai Mahanagarपालिका 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 interallia 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

2. That this Contract shall be deemed to have commence as from and afterDay ofTwo Thousandand 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.

- (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.

- **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 Brihanmumbai Mahanagarपालिका .

- **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 Brihanmumbai Mahanagarपालिका Mumbai.

- **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.

- **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.

- **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.

- **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.

- **Monetary dealings with the Municipal Employees**

- 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.

- **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.

- **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.

- **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, weighing 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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **Singular – Plural**

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

- **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’.

- **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.

- **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.

- **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.

- **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.

25. Operation of the Contract Clauses

The DMC (Public Health) or his / her successor/s for the time being holding the office of the DMC (Public Health) 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 (Public Health) 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

.....
.....
the

.....

(Rubber Stamp showing

Name & Address of the firm) In the presence of

Contractors

(Witness Signature and Home Address)

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

Health)

Dy.Municipal Commissioner (Public

The Common Seal of the Municipal Corporation of Greater Mumbai was Affixed on thisday of
.....

Two Thousand.....in the presence of

1).....

S E A L

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 (Public Health)

ANNEXURE – 21

NOT APPLICABLE

ANNEXURE-22

**SUPPLY OF MEDICINES IN HBT Polyclinic & Diagnostic Center & HBT
Clinic
Bid No. 7200036964**

**(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 MEDICINES IN HBT Polyclinic & Diagnostic Center & HBT
Clinic
Bid No. 7200036964**

(To be filled in and signed by the tenderer and to be submitted on Company Letterhead)

**(Document of Administrative Bid)
POWER OF ATTORNEY**

For Signing the tender document

KNOW ALL MEN BY THESE PRESENTS THAT I _____
_____ (“the Grantor”), M/s) Name of the company _____

DO HEREBY NOMINATE APPOINT AND CONSTITUTE _____

_____, son/daughter
of

_____ („the Attorney“ who has subscribed his/
her signature hereunder in token of identification) and at present (Designation and company address)

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

1. relating to the Facilities and sign such writings /letters / papers / tender documents in token of my
acceptance of the terms and conditions therein contained of tender No. _____ and negotiate the rates on
behalf
of our company.....

2. To sign forms, documents, rate contract agreement and papers required for the purpose of all acts related to
the rate
contract.

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

In Witness Whereof, I _____ have hereunto
set and subscribed my hands at _____ on _____.

SIGNED and DELIVERED by

_____ in the presence of

1. _____

2. _____ (Signature of

Company Owner/Authority)

I accept

Specimen signature of _____, the Attorney for _____.