

Municipal Corporation of Greater Mumbai

CENTRAL PURCHASE DEPARTMENT

Medical Tender Section



EXPRESSION OF INTEREST – GLOBAL INVITE

FOR

“Covid-19 Vaccine Supply

10 Million Doses

Municipal Corporation of Greater Mumbai”

EOI No. Dy. Dean/CPD/583/ Dt. 11.05.2021

NOTICE FOR INVITING EXPRESSION OF INTEREST

Sr. No.	Description	Remarks
Supply of Covid -19 Vaccine for 100,00,000 doses		
1	Availability of EOI document	MCGM portal (https://portal.mcgm.gov.in)
2	EOI No.	No. Dy. Dean/CPD/583/Dt 11.05.2021
3	Date of opening of EOI	12.05.2021
4	Last date of submission of EOI	18.05.2021
5	Language of EOI	English
6	Mode of submission of EOI	A complete proposal along with all details to be submitted online on official email ID: dydean01.cpd@mcgm.gov.in CC to : exeasst01.cpd@mcgm.gov.in
7	Office Contact	Office of: Deputy Dean(CPD), Medical EOI Section 1 st floor, Central Purchase department, 566,N M Joshi Marg, Byculla, Mumbai- 400011 .
8	Processing Fees	NIL

Note:

- EOI document shall be sent by e-Mail only.
- The EOI submitted after above mentioned date and time will not be accepted and such applications will not be considered for further evaluation.
- This EOI does not offer any guarantee of any business to manufacturer / firm / institution by MCGM.
- The Municipal Commissioner reserves the right to reject all or any applications without assigning any reason thereof.

Sd/-

**Deputy Dean
Central Purchase department
(Medical Tender Section)**

SCHEDULE OF EVENTS

Sr. No.	Event	Date	Official Email ID
1	Date For Downloading EOI Document	12.05.2021 to 18.05.2021	<u>dydean01.cpd@mcgm.gov.in</u> CC to : exeasst01.cpd@mcgm.gov.in
2	Last Date For Receiving Queries & Comments	16.05.2021	
3	Replies to Queries	17.05.2021	
4	Last date and time For Submission Of Expression Of Interest (EOI Due Date)	18.05.2021 till 1:00 PM	
5	Opening Of EOI	18.05.2021 at 3:00 PM	

Note: The Schedule indicated above is tentative and MCGM may change any or the entire schedule under intimation to participants.

1. Background / Scope of Work:

MCGM (Municipal Corporation of Greater Mumbai) is a local body dealing in public service in the situation of COVID pandemic. Due to surge in COVID-19 cases health infrastructure of MCGM is stretched. Vaccination of an individual can prevent a new case of Covid 19 infection. Covid -19 Vaccine has potential to give relief to stretched healthcare infrastructure. MCGM, being largest Local Self Government, its primary, secondary as well as tertiary health care facilities are similarly stretched.

It is proposed to procure Covid-19 Vaccine for vaccinating the population residing/working within the jurisdiction of The MCGM as per the guidelines of National Covid -19 Vaccination Program. Considering the short availability of Covid 19 Vaccine in India, a global EOI from Manufacturers/ Indian partners/Wholesalers/Authorised Distributors or Dealers is invited herewith.

1. EOI Processing Fees:

Processing fees for subject EOI is **NIL**

2. Eligibility Criteria:

- i) Covid-19 Vaccine Manufacturers/Their Indian partners/Wholesalers of Manufacturers/Authorised Distributors of Manufacturers who may participate.
- ii) The applicant should not belong to countries sharing borders with India.
- iii) The applicant should have valid license to manufacture/export Covid – 19 Vaccine to India as per specifications mentioned in the EOI from the Competent Authority and/or Food and Drug Administration, Government of India.
- iv) The Covid – 19 Vaccine to be supplied must be as per the guidelines issued by Indian Council for Medical Research (ICMR).
- v) DCGI approval for supply of the Covid-19 Vaccines in Indian Territory must be supplied in form of Import License in form 10 and Import Registration certificate in Form 41.
- vi) The applicant having own manufacturing License should hold valid WHO GMP certificate issued by the Licensing authorities for all the premises, from where

Covid – 19 Vaccine is being manufactured.

OR

In case of Imported Covid -19 Vaccine, labels and product literature of Covid - 19 Vaccine must be submitted with WHO-GMP The applicant shall have work experience in Covid Vaccine production.

- vii) The applicant needs to get all the essential permissions, licences and compliances within India under different laws and regulations of Central Government as well as State Government

2. Technical Capacity (specifications)

- 1) **A)** The applicant in their own name should have satisfactorily supplied covid vaccines to a public organization of Government of India Or any other Government in America/Europe/ Australia /Asia excluding countries sharing borders with India.
- B)** The Covid Vaccine should have undergone and cleared all the tests required as specified by the appropriate International authorities.
- C)** The applicant should produce test certificates as specified by the appropriate international authority for Covid-19 Vaccine on regular intervals (batch wise or whatever applicable) **at their own cost.**
- 2) **A)** There would be a Medical Technical Committee appointed by MCGM to scrutinise the offer and associated documents. Only after clearing the specifications and requirements expected of Covid Vaccines, the financial offer will be taken up for consideration.
- B)**The applicant should get all the essential permissions and compliances within India under different laws and regulations of Government of India as well as State Government of Maharashtra.
- C)**The applicant shall also give details about the methodology adopted to ensure the quality and reliability of Covid-19 Vaccines.
- D)**Supportive documents and certificates, DCGI approval, test report, shelf life certificates shall be submitted.
- E)** Applicant should be able to maintain and provide the cold storage requirement detailed elsewhere in document, if the type of vaccine demands it.

Expression of Interest shall include the following documents and information:

- Completed EOI Form – as per annexure.
- Copies of all relevant certificates.
- Technical specifications and shelf life according to Terms of Reference.
- Descriptive literature (technical details, manuals, user guides, experimental trials studies, Clinical Trial Studies, various approvals etc.) for the Covid Vaccine.
- Comments on the specifications under EOI, what is required to be clarified, explained in detail, modified in the specifications.
- Confirmation of Delivery schedule of Covid-19 Vaccine to be supplied
Details of trials should be given in Annexure 4
Cost of per dose of Covid vaccine in Indian Rupees OR USD OR Euro, inclusive of all taxes & duties.

3. GENERAL INSTRUCTIONS

This Expression of Interest does not entail any commitment on the part of MCGM and does not constitute a solicitation. MCGM reserves the right to change or cancel this EOI without assigning any reasons, to accept or reject any or all expressions of interest without incurring any obligation to inform the affected Applicant/s of the grounds. Any costs associated with the submission of the EOI will have to be borne by the Applicant and any such associated costs will not be reimbursed by MCGM.

Language of EOI : The EOI, as well as all correspondence and documents relating to the EOI exchanged by the Applicant and the Purchaser, shall be written in the language **specified in the EOI (English)**. Supporting documents and printed literature that are part of the EOI may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the EOI, such translation shall govern.

1. The applicant shall give the following documents (certified copies wherever necessary) / information along with the EOI in addition to the documents specified in EOI document.

- i) Company incorporation / registration certificate.
- ii) Authority letter from the manufacturing company.
- iii) US FDA approved or equivalent
- iv) All relevant technical documents

- v) Copies of all schedules, Technical Specifications and deviations if any, literature, brochures, Experimental Trials, Clinical trial results
- vi) The vendor shall provide Covid Vaccine as per technical Specifications certified by the Technical Committee of the MCGM.
- vii) The prices shall be firm. No price variation will be admitted during the contract period.

4. Special Instructions:

The applicant should quote the **all inclusive price per dose of vaccine** including all the taxes and import duties. It should be quoted preferably in Indian rupees. Only other currency quotable will be USD/Euro. Payment shall be made on actual basis. For foreign currency (USD / EURO), the exchange conversion rate on the date of opening of offer as prescribed by Reserve Bank of India will be applicable.

The specifications given are broadly indicative in nature. The applicant shall submit documents as per international guidelines.

Applicant need to ensure that the Covid Vaccine supply should be done to our main storage facility at Kanjur Marg, Mumbai / any of the hospitals/ vaccination centres within MCGM jurisdiction as directed by the Executive Health Officer of MCGM.

The applicant should have their own cold chain transporting system from their manufacturing unit or should have valid contract with a transporting agent having facilities to transporting Covid Vaccines under cold chain norms to the storage facility / any of the hospitals/ vaccination centres within MCGM jurisdiction.

Considering the present Covid-19 situation it shall be responsibility of the applicant to provide the necessary PPE kits to his personnel deputed at site if required.

5. Storage Facility for Covid Vaccine:

MCGM has cold storage facilities comprising of walk-in cooler (WIC) 2 in no. with 40 cum capacity each. Temperature of WIC is +2^o to +8^oC. If the Covid Vaccine requires storage and temperature requirement other than that available with the MCGM, the applicant will have to provide the required storage facility for the Covid Vaccine, till the vaccination points. Currently MCGM has 20 hospitals & 240 vaccination centres.

6. Supply Conditions :

After issue of work order/ purchase order, Delivery of Covid-19 Covid Vaccine shall be done within **Three weeks**

- i Each batch of the Covid-19 Vaccine must be supplied with certificate of analysis (NABL accredited Covid-19 Vaccine testing laboratory or Government laboratory/ CoPP, wherever applicable).
- ii Covid-19 Vaccine with difference in specification, difference in packing material, difference in Covid-19 Vaccine license number shall not be accepted.
- iii In general, Covid-19 Vaccine with minimum 60 % residual shelf life shall be accepted. However, consignment with lower residual shelf-life can be accepted if the Supplier undertakes to take back the unconsumed quantity if expired and pay back the corresponding amount. In any case, Covid-19 Vaccine with below 60 % residual shelf life shall not be accepted.
- iv If the L1 supplier fails to supply the required items in full/in part within the stipulated time or within the time extended, as the case may be, the EOI Inviting Authority will cancel the unexecuted quantity of purchase orders. On such cancellation, the EOI Inviting Authority will place Purchase Orders with the Matched L1 applicant or to the next applicant(s) according to the EOI ranking status at the risk and cost of supplier.

Those applicants offering the items requiring special cold storage condition should either have their own cold chain transporting system or should have proper contract with a transporting agent having facilities to transport the Covid-19 Vaccines under cold chain norms from the manufacturing unit to the respective warehouse of the Corporation/facilities as mentioned in purchase order by complying cold chain norms. The applicants to whom purchase order have been issued for the supply of Covid-19 Vaccine requiring special cold storage conditions shall, at the time of submission of agreement, submit undertaking stating that they are having own cold chain transporting system or copy of the contract agreement made with a transporting agent having facilities to transport the Covid-19 Vaccines under cold chain norms from the manufacturing unit to the respective warehouse of the Kanjur MCGM / facilities as mentioned below-

Empanelment of Multiple Suppliers:

MCGM shall have the rights to call all eligible firms those are willing to match L-1 rates. If such firms are found, then the order quantity may be dispersed to those who match L-1. MCGM shall have the right to decide number of suppliers to be given purchase orders depending upon the requirement of Covid – 19 vaccine . Preference will be given to the closest applicant to L1 in case multiple applicants show willingness to match L1 price.

PERFORMANCE SECURITY

Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security shall be solicited from all successful applicants. Ordinarily, performance security will be of 1% the contract value. The Municipal Commissioner shall have powers to waive off performance guarantee, if there reasonable & justifiable demand for the same.

5. Important Conditions :

1) Supply Schedule: After issue of work order/ purchase order, Delivery of Covid-19 Covid Vaccine shall be done preferably within **Three weeks**.

2) Payment Conditions :-

Payment conditions shall be as follows :

Payment shall be made purchase order wise. Payment against any purchase order shall be made to the Supplier based on quality clearance status on bill to bill basis. The payment shall be made through RTGS only. A statement of payment with details of all deductions shall be furnished to the concerned Suppliers for their reference.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the vaccines delivered and upon fulfilment of other obligations stipulated in the Contract.

Payment for vaccines shall be made in Indian rupees as follows:

- a) No advance payment is payable.
- b) The payment will only be made after receipt of Certificate of Analysis from the Government laboratory
- c) Payment will be made through RTGS (Real Time Gross Settlement System) / Core Banking.
- d) The Applicants on completion of the delivery of the vaccines and after satisfactory Installation and commissioning of the Equipment(cold storage if required) 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 Covid Vaccine.

6. Penalty Terms :- Penalty for delayed delivery of Covid Vaccine shall be calculated at the rate of 1% percentage per day of the undelivered contract value subject to maximum limit of 10% of Total Contract Value (TCV).

Penalty for Inferior Supply

If the goods supplied are found of inferior quality or not as per the specification, the Applicant shall replace the goods within 7 days from the date of intimation at the cost & risk of the Applicant and also liable to pay the fine imposed by the Municipal Commissioner. The Applicants shall be liable for penal action, including Blacklisting etc. In addition to any fine if imposed by the Municipal Commissioner, the same shall be payable by the applicant immediately on demand, failing which the same shall be recovered from other dues of the Applicant by the Corporation.

7. DEBARRING/BLACKLISTING:

EOI for Covid-19 Vaccine should not be submitted by the firm / company / loan licensee for which the firm / Company / loan licensee has been blacklisted / banned / debarred by MCGM on any grounds.

(ii) EOI should not be submitted for the Covid - 19 Vaccine for which the firm / company / loan licensee has been blacklisted by any other State Government /Government of India/ America/Europe/Asia /Australia its Covid-19 Vaccine procurement agencies due to quality failure and/or fraudulent/ illegal practices of the Covid-19 Vaccines supplied.

FOR FIRM/COMPANY: (i) The Company / Firm / loan licensee which has been blacklisted/ Debarred/ Restricted by MCGM, due to any reason should not participate in the EOI during the period of blacklisting. The Company/ Firm which has been blacklisted by any other State Government/Central Government/ Country or its Covid-19 Vaccine procurement agencies due to quality failure and/or Major violation of D & C Act and Rules and /or fraudulent/illegal practices of the Covid-19 Vaccines supplied should not participate in the EOI during the period of blacklisting.

During the validity of the EOI and Contract if the firm / Company and/or quoted/awarded product is blacklisted by any other State Government / Government of India/ America/Europe/Asia /Australia its Covid-19 Vaccine procurement agencies on the grounds of quality failure and/or Major violation of D & C Act and Rules and /or fraudulent/ illegal practices / convicted by any Court of law in India or any other Country shall be intimated to MCGM. Based on the facts of black listing, the Covid - 19 Vaccine applicants will be liable for Blacklisting /Termination of contract/ Cancellation of Purchase orders/Letter of Intent etc as decided by the committee/TIA.

The Company / firm which has been convicted by any Court of Law of the Country shall not be eligible to participate in the EOI. Firm has to submit **self declaration** that it has not been convicted by court of law in India.

If the vaccines are not supplied within time limit after exhausting penalty of 10 %, if the supply is still not given, MCGM may at its discretion, blacklist the applicant for a period of one year.

FORCE MAJEURE:

- i) For purposes of this clause, Force Majeure means an event beyond the control of the successful applicant/supplier and not involving the successful applicant's/supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the EOI Inviting Authority/Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes. Scarcity of raw materials and power cut shall not be considered as force majeure.
- ii) The successful applicant/Supplier shall not be liable for penalty/blacklisting, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such a condition and the cause thereof with satisfactory documentary proof, within twenty-one (21) days of occurrence of such event. The time for making supply may be extended by the EOI Inviting Authority /Purchaser at its discretion for such period as may be considered reasonable. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case Force Majeure event the EOI Inviting Authority / Purchaser is unable to fulfill its contractual commitment and responsibility, the EOI Inviting Authority/Purchaser will notify the successful applicant/Supplier accordingly.

TERMINATION FOR DEFAULT

The EOI Inviting Authority / **Purchaser** may, without prejudice to any contractual rights and remedies available to it (the EOI Inviting Authority/Purchaser), may by written notice of default sent to the successful applicant/ Supplier terminate the contract in whole or in part,

if the successful applicant/ Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract;

if the Supplier fails to perform any other obligation(s) under the Contract; or

if the Supplier, in the judgment of the **EOI inviting Authority/Purchaser**, has engaged in fraud and corruption, in competing for or in executing the contract.

In the event the **EOI Inviting Authority/Purchaser** terminates the Contract in whole or in part, pursuant to EOI Clause, the **EOI Inviting Authority/Purchaser** may procure, upon such terms and in such manner as it deems appropriate, undelivered doses of Covid-19 vaccine. The Supplier shall be liable to the **EOI Inviting Authority/Purchaser** for any additional costs for such doses of Covid-19 vaccine. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

The contract shall be liable for termination for any breach of contract at the discretion of EOI Inviting Authority/Purchaser.

RESOLUTION OF DISPUTES

- 1) If dispute or difference of any kind shall arise between the Tender Inviting Authority/Purchaser and the successful applicant in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
 - 2) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either the Tender Inviting Authority/Purchaser or the successful applicant/Supplier may give notice to the other party of its intention to commence arbitration, as provided by the applicable arbitration procedure and shall be as per the Arbitration and Conciliation Act, 1996.
 - 3) In the case of a dispute or difference arising between the Tender Inviting Authority/Purchaser and a applicant/Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole arbitrator as mutually decided by the parties. The fees, if any, for the arbitration including arbitrator fees, if required to be paid before the award is made and published, shall be borne equally by both parties. The Arbitrator's award shall be final and Conclusive.
2. **Seat of Arbitration:** The seat of arbitration shall be at Mumbai, Maharashtra. Courts of Mumbai shall have exclusive jurisdiction.
 3. The language of Arbitration shall be English language and shall be governed, construed in accordance with applicable Indian laws.

GOVERNING LANGUAGE

The contract shall be written in English language. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

TAXES AND DUTIES

Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the Covid – 19 vaccine to the **vaccine points within the jurisdiction of MCGM.**

SRM

General Annexure For Expression of Interest (EOI) for Covid-19 Vaccine in MCGM

Annexure – I

General information of the applicant

Date:.....

NOTE: Following information to be submitted along with EOI as detailed herein below. Fill the necessary information. Put a tick mark where applicable. Write N.A. where not applicable. All fields are necessary

Sr. No.	Description		Offered Details Enclosed / not enclosed
1	Name	:	
2	Type of Organization	:	
3	Nature of Business	:	
4	Year of Commencement	:	
5	GST Registration Certificate	:	
6	PAN	:	
7	Address (Factory/Office)	:	
8	Factory / Office Contact Details	:	
9	Email	:	
10	Website	:	
11	Telephone / Fax (Office/Factory)	:	
12	Name of Person to be contacted	:	
13	Designation	:	
14	Contact Number (Office/Residence)	:	
15	Postal Address	:	
16	Nature of the Company/Firm. If not manufacturer, relation to the manufacturer(Indian Partner/Wholesaler/Authorised Distributor)	:	
17	Is it partnership concern? If so, name of each partner	:	1. <hr/>

			2. _____
			3. _____
			4. _____
18	Partnership deed and copy of registration certificate (To be enclosed, if any)	:	
19	Power of Attorney (To be enclosed, if any)	:	
20	Memorandum of Association and Article of Association (To be enclosed)	:	
21	Manufacturing License	:	
22	Clinical Trial Approval	:	
23	ICMR Approval	:	
24	DCGI License	:	
25	WHO GMP Certificate	:	
26	Indian GMP	:	
27	Present / similar jobs in hand (with name of organization) (To be enclosed)	:	
28	An average annual financial turnover of three years as certified by "Chartered Accountant" (To be enclosed)	:	
29	Bankers (Name of Bank & Branch name)	:	
30	Remarks / other information, if any.	:	
Note : Separate sheet/s can be attached for detail submission			
Applicant Signature & Office Stamp			

Annexure – 2

**SUPPLY OF COVID-19 RELATED ITEM– COVID-19
VACCINE**

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

EOI No. _____ Year _____ Due Date : _____

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.
<ul style="list-style-type: none">• Annexure – 6 (Authorized Representative)• Annexure- 3 (Manufacturing unit details)• Name and Place of the Manufacturer & country of Origin certificate. (Imported Vaccines)	

A) Details of Authorised Distributor:-(If pointed)

B) Name of Distributor :-

M/s _____ Address : _____

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

Documents	Whether Submitted Yes/No.
<ul style="list-style-type: none">• Covid-19 Vaccine selling License(Authorised Distributor) If yes, validity.• No conviction certificate. of (Importer and / or Distributor) If yes, issue dt.	

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

- Self Declaration for No Change in documents from Registration to EOI due dt. ____

D) Details of the Item Quoted:-

Sr. No.	Item No.	Description (as per Sch. Copy)	Product offered in EOI (Description) IP/BP/USP & with Brand name if any	Covid-19 Vaccine mfg Lic No. / Import Lic No. (Form 25/28 or Form 10) Repacking Lic. With Validity	Itemwise WHO-GMP/ COPP/GMP / ISI/ CE etc (Criteria as per Sch. Copy) with validity	Performance Cft (As per Annex-16) submitted Yes/No if yes issue dt.	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.

Signature & Seal of applicant

Annexure – 3
(Particulars of the applicants. Specimen Copy)
SUPPLY OF COVID-19 RELATED ITEM– COVID-19
VACCINE

Details of Manufacturing Unit where Covid Vaccine is to be manufactured

Sr. no.	Address of the manufacturing unit	License number	Validity of Manufacturing License	Validity of WHO-GMP	Regulatory approvals of the premises	No. of Technical person engaged		
						QA	QC	Prod

Location of other manufacturing works/factories owned by the firm (if any)

Specify how much quantity of products were supplied to the Government of India /State Government Of India / America/Europe/ Australia /Asia excluding countries sharing borders with India/ as shown below. (Use separate sheet, if necessary)

Date of Supply	Quantity	Name of Government Organization
1	2	3

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

 Full Signature of the
 applicant with Official Seal
 and Address

Annexure –5

Declaration by the applicant

**SUPPLY OF COVID-19 RELATED ITEM– COVID-19
VACCINE**

To
The Municipal Commissioner,
Municipal Corporation of Greater Mumbai

Subject:- EOI Due date.....

Sir,

1. 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 EOI Form and agreed to by me/us, give following undertaking:-

2. 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 EOI after compliance of all the required formalities within the specified time.
3. 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 EOI 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 EOI for the aforesaid work.
4. I/We also admit that if the relevant conditions forbidding submission of EOI

under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.

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 EOI 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 EOI 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 fulfil 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 accept such decision being binding on us.
9. I / We shall not subcontract the work to any agency without prior approval of the MCGM.
10. I / We understand and accept that our EOI/contract is liable for rejection/ termination if-
 - a. I / We fail to keep the EOI open as aforesaid
 - b. I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so.
 - c. I / We do not supply Covid- 19 Vaccine on or before the date specified the EOI conditions.
 - d. I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information testimonials, letter etc. within a period of one week from receipt of such demand.
11. I/We further agree that if for any reasons the Municipal Commissioner, Additional Municipal Commissioner, Director or Dy. Municipal Commissioner, as the case may be, may require me/us to supply /carry out works costing upto Rs...../- in respect of the works/supply involved in

this EOI, pending acceptance of the EOI 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 further state and declare that on due date of EOI. I/We are ...
- a. not declared insolvent.
 - b. Not debarred or blacklisted for EOI of EOIs by the Corporation or any other Government/ SemiGovernment organizations on due date.
 - c. not convicted under the provision of IPC or Prevention of Corruption Act., nor any case is pending against me/us in any court of law with respect to subject matter.
 - d. The acceptance of this EOI by M.C.G.M. shall constitute a binding contract between me / us and M.C.G.M.
13. I / We have filled in the accompanying EOI 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-EOI.
14. 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 EOI 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 EOI 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.
- viii) I / We do hereby agree to pay all the cost, charges and expenses in connection with this contract including stamp duty on contract agreement as per government directives.

ix) I/we solemnly confirm the compliance of all the requirements/ Conditions of the EOI documents. Full name and complete address with Yours faithfully, Tel. Nos. & E-mail address of all partners Signature of Applicants Trading under the name and style of

Office Stamp.

WITNESS:

(1) Full Name..... And
Address

Signature

(2) Full Name..... And
Address

Signature

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

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

Annexure – 6

**SUPPLY OF COVID-19 RELATED ITEM– COVID-19
VACCINE**

Authority Letter

**(Authority letter to be issued by the Manufacturer for
appointing Indian Partner/ Wholesaler/Authorized
Distributor)**

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 Covid Vaccines manufactured by me / us under the EOI
published by Municipal Corporation of Greater Mumbai (EOI No. _____ due on __) for
the Covid Vaccines 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 - 7
COMMERCIAL OFFER
(A)

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

Name of the Applicant_____

EOI No. _____

1	2	3	4	5	6	7	8	9	10
Sr No	Item Description	Country of Origin	Unit	Quantity	Total price CIF/ CIP (retain only one)	Approx. Shipment Weight and volume	Local Conveyance/ Incidentals/ Charges/	Local Insurance	Total (all inclusive price in INR/USD/Euro)
Total amount in words									

Please fill all the above component whichever is applicable.

In case of discrepancy the amount quoted in word will prevail over the amount quoted in numbers.

Note:

Currency _____

Total EOI price in foreign currency_____
In words_____
Signature of Applicant_____
Name_____
Business Address_____

- a. Foreign currency quote should be in US dollar/EURO.
- b. For foreign currency (US Dollar /EURO), the exchange conversion rate (US dollar to INR , Vice –versa) will be as on the date of opening of the offer, No further escalation will be accepted.

Annexure - 7
COMMERCIAL OFFER

(B)

Cold Storage Cost

To be quoted only if the temperature requirement is different from available cold storage temperatures at The MCGM

Sr.No	ITEM	Price in INR/USD/EURO
A	Fixed Cost for Common machines & Cold Storage	
B	Cost of Cold storage for one vaccination point	
C	Other Charges	

Note – The cost of multiple vaccination points cold storage will be paid as multiples of unit price quoted in 'B' above.

Annexure – 8
SUPPLY OF COVID-19 RELATED ITEM– COVID -19
VACCINE.

Statement showing details of Product offered with its composition

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

Name of Manufacturer/Importer and Address _____

Sr. No	Schedule Item No	Item Name & Description in EOI (Schedule Description)	Details of product offered with Composition by the applicants (with pharmacopoeia grade IP/BP/USP /NF etc.)	F.D.A. (for Covid-19 Vaccine s)/ Product Permission Date	DCGI Permission Date in case of New Covid-19 Vaccines & FDCs	Certificates as per prequalifying criteria in Sch. Copy / EOI 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 – 9

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning(for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the EOI document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of EOI and accordingly, I submit my offer to execute the work as per EOI documents at the rates quoted by me in capacity as _____ of _____.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the con-tract.
5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Applicant

Annexure – 10
**SUPPLY OF COVID-19 RELATED ITEM– COVID -19
VACCINE.**

(DETAILS OF LITIGATION HISTORY)

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

OR

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

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

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

**Full signature of the applicant
with Official seal and Address**