

E-Quotation NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION
KASTURBA HOSPITAL
SANE GURUJI MARG, MUMBAI- 400011.

No. HO/5785/KH DT.06.10.2022

SUB - E-Quotation Notice for purchase of Syrup Lactulose 10gm/15ml.

The Commissioner of Brihanmumbai Municipal Corporation invites the following online E-Quotation The tender copy can be downloaded from BMC portal (<http://www.mcgm.gov.in>) under “E-Quotation ” section.

All interested vendors, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. However, bidder who have been debarred/blacklisted till the bidding period by BMC/Central Govt./State Govt./Public Sector Undertaking/any other Local Body, cannot participated in bidding process. The details of the same are available on the above mentioned portal under ‘E-Quotation’. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in ‘E-Quotation ‘ 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-Mudhra. BMC has also opened a Helpdesk at the CPD’s office to help the vendors in this regard. The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No	Description / Bid No.	Quantity	E-Quotation Price (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time of online Bid Submission
1.	Syrup Lactulose 10gm/15ml Bid No.7200037124	4000 Bottles	220/- + 18% GST	2000	07.10.2022 10:00:00	16.10.2022 16:00:00
Note: Last date for payment of Earnest Money Deposit (EMD) online is on or before due date and time prescribed.						
Date of Opening of Packet A & B (Eligibility)					17.10.2022 Packet A at 16:00:00 17.10.2022 Packet B at 16:10:00	
Date of Opening of Packet C					18.10.2022 Packet C at 16:00:00	

The tender document is available on BMC portal (<http://www.mcgm.gov.in>) along with

this tender notice. However, the bidder/service provider 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 Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the E-Quotation without assigning any reason at any stage.

Tenders shall note that any corrigendum issued regarding this E-Quotation shall be published on the BMC portal only. No corrigendum shall be published in the local newspapers.

Sd/-
Senior Pharmacist
Kasturba Hospital

Sd/-
Medical Superintendent
Kasturba Hospital

Address for Communication and Venue for opening of Bid :
Office of Medical Superintendent
Kasturba Hospital, Sane Guruji Marg,
Mumbai- 400011.
Telephone No- 022-23027700/7769
e-mail:- ms01.kasturba.phd@mcgm.gov.in

**BRIHANMUMBAI MUNICIPAL CORPORATION
KASTURBA HOSPITAL,
SANE GURUJI MARG, MUMBAI – 400 011.**

E-BID/Quotation 7200037124

Office of the Medical
Superintendent,
Kasturba Hospital,
Sane Guruji Marg,
Mumbai - 400 011.

Sub: E-Bid/Quotation for purchase of Syrup Lactulose 10gm/15ml

Gentleman,

The Medical Superintendent, Kasturba Hospital, Sane Guruji Marg, Mumbai – 400011, on behalf of Municipal Commissioner invites e-Bid/Quotations for purchase of **Syrup Lactulose 10gm/15ml**

If you have all or any item in stock then submit the e-bid well in time before the due date. Bidders will be solely responsible, if they try to submit the bid just before due date & time and fail to do so due to their system problems, internet problems, User Id locking etc. The Bid/Quotation need to be submitted on / before specified end date & time and will be opened on specified date & time or thereafter. Bidder's authorized representative/s may present while Bid/Quotation opening when the relevant details will be readout.

SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN E-BIDDING OF BMC

1. Earnest Money:

Bidder shall pay Earnest Money Deposit (E.M.D.) of specified amount through BMC's SRM Portal along with the submission of the bid online.

If during the Bid/Quotation's validity period, the Bidder withdraws his Bid/Quotation, the Earnest Money shall be forfeited and the Bidder may be disqualified from Bid/Quotation/s for further works of the Brihanmumbai Minicipal Corporation.

The successful Bid/Quotation's Earnest Money will be retained as security till the completion of the work.

2. Submission of Bid/Quotation Online:

As BMC switched to E-Bidding, all the references in respect to traditional bidding three packet process like packets A, B, C etc may please be ignored, if found any. All documents that are required to be submitted as part of technical bid need to be uploaded and commercial bid need to be filled online.

The document/s available in "BMC documents" folder of the respective E-Bid/Quotation on BMC portal, is/are part of Bid/Quotation, unless stated otherwise in the Bid/Quotation document.

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 Bid/Quotation as well as confirmation of the bid/s offered by the bidder which shall include

acceptance of special directions/terms and conditions if any, incorporated.

All the documents and data submitted by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e-Bid / Quotation Biding to procure digital signature certificate, which can be obtained from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safes crypt, IDRBT, National In form ties Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA.

3. Submission of the Bid/s:

The e-Bid/Quotation shall be submitted in packets / folders i.e. Technical Bid / Documents in folder "Bidder Documents - Packet 'A & B', while price/rates/commercial offer in "Item Data" online. Upload the e-Bid/Quotation (bid) documents, technical documents, relevant documents & all the required documents as given below, which are available in the same folder named "Bidders Documents "System will prompt for digital signature certificate while uploading these documents.

4. Packet Bid System:

In this system the Bidder will submit the bid/offer documents in packets/folders as specified in respective bid / Bid / Quotation i.e. eligibility criteria / per-qualifying criteria etc. Bid documents in Packet / Folder 'A cum B' & commercial bid / rate in "Item Data / Packet C". All the packets / folders shall be filled as follows

Folder for "Bidder Documents —Packet A &B"

PACKET "A" (Eligibility criteria) :-

Bidder shall submit the documents for compliance of eligibility criteria / per-qualifying criteria. Specified if any.

- (1) Attested copy of PAN Card Of his own, in case of retailer /dealer /supplier /distributor, of proprietor if proprietary/ ownership firm, of Company if, Pvt. Ltd. Company, of firm if partnership firm, of Sansthas/society or Trust, in case of the Sansthas/society trust which are registered under public trust Act 1950/ Registration Act 1860/ The Maharashtra Co-op. societies Registration Act 1960. (whichever is Applicable)

However, in case of public limited companies, semi Government undertakings, Government undertakings, no Pan Documents will be Insisted.

- (2) Photograph of individuals, proprietor or all partners as the case may be;
- (3) Attested copy of valid Sales Tax/Central Sales Tax/VAT/GST registration certificate (whichever is applicable)
- (4) Attested copy of Power of Attorney (if applicable)
- (5) Bidder Profile (Annexure "E")
- (6) EMD payment receipt.

PACKET "B" (Technical Bid):-

Packet "B" shall contain following documents ;

- (1) Copy of Quotation Documents Should be Attested by Vendor.
- (2) Copy of valid WHO-GMP certificate OR C.O.P.P. certificate.

5. **LEGAL+STATIONARY CHARGES (AS PER APPLICABLE CIRCULAR IN FORCE):-**
Successful quotationer shall pay the Legal Charges +Stationary charges as per Circular no.Legal Department /10318 dt. 24.03.2022

Sr. No.	Contract Value in Rs.	Legal & Stationary charges in Rs.
1	Up to 50,000/-	Nil
2	50,001 to 1,00,000/-	6290/-
3	1,00,001 to 3,00,000/-	10380/-

The bidders are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

6. **Opening of Bid/Quotation :-**
Authorized representative may attend the Bid/Quotation opening on scheduled date & time, wherein all Packets 'A/ 'B' & 'C'.i.e. Commercial Bid will be opened.
7. **Filling up the Bid/Quotation :-**
Bidder is expected to fill in his bid/offer carefully and scrutinize it before uploading it on the BMC portal. No variation on any ground, such as mistake or misunderstanding, will be allowed once e-Bid/Quotation is opened and/or recommended for acceptance. Deviation from Municipal Specifications, Terms and Conditions, should be clearly brought to the notice in the separate “Deviation sheet”, which if found not-filled / blank, shall be considered as “No Deviation”
8. **Rates / Prices :-**
Rate/s OR Percentage shall be filled only in “ITEM DATA” section of e-Bid/Quotation. The price/s quoted shall be firm and no variation will be allowed on any account. Bidder should not quote more than one alternative rate/s for any item/s. Bid/Quotation having more than one alternative rate/s for the any item, shall be liable for rejection.
9. **Conditional Bid/Quotation rates :**
Bid/Quotation/s containing contradictory onerous and vague Stipulation and hedging conditions such as “subject to prior sale”, “Offer subject to confirmation at the time of order”, “Rates subject to market fluctuations”, etc. are liable to be rejected.
10. **Digital Signing of e-Bid/Quotation Document :**
Bidders are requested to sign the e-Bid/Quotation form, specifications and schedule of Quantities and Rates and relevant documents etc. after making appropriate entries wherever necessary. If the e-Bid/Quotation is made by an individual it shall be signed with his full name above his current address.
If the e-Bid/Quotation is made by a proprietary firm it shall be signed by the Proprietor above his name and the name of his firm with its current address.

If the e-Bid/Quotation is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of Attorney for the firm for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid/Quotation/Bid. A certified copy of the partnership deed, current address of the firm and full names and current addresses all the partners of the firm shall also accompany the Bid/Quotation.

If the e-Bid/Quotation is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the power of Attorney for signing the Bid/Quotation in which case a certified copy of the power of Attorney shall accompany the Bid/Quotation. Such limited Company or Corporation may be required to furnish satisfactory evidence or its existence before the contract is awarded.

If the e-Bid/Quotation is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state in along with the Bid as to which of the firms shall have the authority for bidding and for completion of the contract documents and furnish evidence admissible in Law in respect of the authority to such firm on behalf of the group of firms and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the Bid/Quotation, shall be furnished along with the Bid/Quotation.

11. Modifications of Documents :

Modification/s of specifications and/or extension of the closing date of the e-Bid/Quotation if required will be made by an addendum, which will be published online on BMC portal. These shall be digitally signed and shall form a part of the e-Bid/Quotation.

The Bidder shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any agenda.

If the Bidder fails to submit required documents in packet 'A' & 'B' then their Bid/Quotation is treated as non-responsive and 10% amount of the EMD paid shall be forfeited respectively.

12. Taxes and Duties on material :

GST and other state levies / cess which are not subsumed under GST will be applicable. The tenderer shall be quote rate/s inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC 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 BMC 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 and if there is any subsequent change (after submission of Bid) in rate of GST applicable on the work/Services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.

13. **Evaluation of Bid/Quotation :**

In comparing Bid/Quotations, the Corporation shall consider such factors as the compliance with the specifications, quality apart from the prices offered.

14. **Payment Terms :**

As per Municipal procedure, the payment of work will be made within 30 days from the receipt of valid bill/invoice. Necessary form for ECS with Bank details have to be submitted along with bill/ invoice.

Intending Bidders are informed that the payment of the bills and other claims arising out of the contract will be made in the name of their bank by ECS only. Successful Bidder therefore will have to furnish the information as regards the name and complete address of their Bank, by filling ECS form. They will also have to submit fresh information when there is any change in these regards. They may submit fresh information for payment through NEFT & RTGS mode regarding MICR code, IFSC code, account number etc.

As per the Municipal procedure the payment will be made within 30 days from the receipt of the bill subject to

- Satisfactory supply of material as per quotation specification.
- Submission of all document for execution of written contract
- Submission of document showing details of the payment of Octroi and other taxes as applicable.

15. **Validity :**

The Bid/Quotation shall remain firm and valid at least for 120 days i.e.it will be valid up to 120 days from the date of opening the Bid/Quotation.

16. **Completion / Delivery period :**

The Bid/Quotation shall include free delivery at Kasturba Hospital, Sane Guruji Marg, Mumbai- 400011. Delivery within 30 days from the date of receipt of order. **Supply should be made from Fresh Stock; minimum half of the expiry period at the time of delivery.**

17. **Guarantee :**

The successful Bidder will have to furnish Municipal prescribed form affixed with a separate affidavit stamp of Rs.200/- at the time of supply.

If the cost of work is more than Rs. 50,000/- the successful quotationer shall enter into a written contract.

The successful Bidder shall have to replace the rejected material with approved one. The supplier should remove the rejected material within 15 days failing which the same will be disposed off by BMC at the Risk and Cost of contractors without any further correspondence in this regards. Regarding sub standard/ inferior supply of medicine, Circular No. KEM/70/TDR of dt.11.12.1990 should be followed.

18. Penalty :

1. For failure to comply with the order placed for work / supply of the articles within the stipulated period (not exceeding 6 months) a penalty equivalent to 1/2 % per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will, however, be subject to the maximum of 10 % of the contract sum.

19. GENERAL CONDITIONS OF THE CONTRACT :-

- 1) Please fill the quotation according to the specification & submit the mentioned certificate otherwise your quotation will be considered as invalid.
- 2) The Bidder shall include all taxes, duties, and levies. No charges will be paid extra due to ignorance on the part of the Bidder.
- 3) The successful Bidder will be solely responsible for any damages to the Municipal property, accidents and injurious to human life of contractor's labourers or Municipal labourers. Reinstatement of damage property and / or arrangement for the compensation to any loss or damages to human life or site, if caused, shall be responsibility of successful contractor.
- 4) The undersigned on behalf of Municipal Commissioner reserves the right to accept or reject any or all Bid/Quotations, full or in part, without assigning any reason thereof.
- 5) **CONTRACT AGREEMENT FORM / IRREVOCABLE UNDERTAKING / UNDERTAKING CUM INDEMNITY BOND** (attached herewith as ANNEXURE) shall be submitted within prescribed time limits, wherever specified, after awarding the contract to the successful contractor.
- 6) Please submit batchwise test report at the time of supply.
- 7) "BMC SUPPLY NOT FOR SALE" is compulsory on the product.

Sd/-
Senior Pharmacist
Kasturba Hospital

Sd/-
Medical Superintendent
Kasturba Hospital

To,
Medical Superintendent,
Kasturba Hospital
Sane Guruji Marg,
Mumbai - 400 011.

Sir,

I/We have read all the Terms & Condition as stipulated in the above E-Quotation notice and accept the same.

Yours faithfully.

Quotationer's Signature, Address,
Office stamp & Telephone No., if any

Copy to:

M/s

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ANNEXURE – “E”
Bidder Profile

Particular of Bidder (To be submitted in Bidder’s Letterhead)

Sr. No.	Particulars	Details
1.	Name of the Bidder	
2.	Postal Address	
3.	Telephone Numbers	
4.	Fax Numbers	
5.	Constitution of the Company	
6.	Name & Designation of the person authorized to make commitments to the Brihanmumbai Municipal Corporation	
7.	Email Address	
8.	Year of commencement of business	
9.	Turnover of the company for last 3 years	
10.	Profit of the company for last 3 years	
11.	GST registration Number	
12.	PAN Document Number	
13.	Mention all the third party certification (please enclose the copies of the certificates)	
14.	Brief Description of facilities available with the bidder	
15.	Name of the Bank & Name of the Branch	
16.	Bank Account Type & Number	
17.	9 Digit MICR No. of Bank & IFSC Code	

Signature & Seal of the Bidder

ANNEXURE
(to be submitted on Stamp paper / Franking of Rs.500/-)

BRIHANMUMBAI MUNICIPAL CORPORATION
KASTURBA HOSPITAL
SANE GURUJI MARG, MUMBAI – 400011.

CONTRACT AGREEMENT FORM

Tender / Quotation _____ Dated _____ Director (M.E.&M.H.) — sanction /Addl. Municipal Commissioner (WS) _____ / PO NO _____ dt _____, Contract for the work of supply of _____ is agreement made this day of _____ between inhabitants of _____ carrying on business at _____ under the style and name of M/S. _____ (hereinafter called "the Contractor") of the one part and Shri. _____ The Hon. Municipal Commissioner (Hereinafter called "The Commissioner" in which expressions are included, unless the inclusion is inconsistency with the context or meaning thereof his successors for the time being holding the office of the Commissioner of second part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part WHEREAS the contractor has tendered for the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation) NOW THIS AGREEMENT WITNESS as follows :-

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for Works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read construed as part of this agreement viz.
 - a. The said Tender and letter of acceptance
 - b. The specifications
 - c. The Conditions of Contract
 - d. The appendices
 - e. The schedule of prices
 - f. The Performance Security
 - g. Instructions to tenderers

3) In consideration of the payment to be made by the Commissioner to hereby convent with the commissioner to carry out the work _____ in conformly in all respects with the provisions the contract.

4) The Commissioner hereby convent to pay to the Contractor in consideration carrying out the work of _____, the contract price at times in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed(for have hereunto set their respective hands and seal the day and year above written.

Signed and delivered by the Contractor _____

_____ in the presence of & style of

Full name _____

Address _____

_____ in the presence of

The common seal of the Brihanmumbai Municipal Corporation was hereunto affixed to the _____

_____ 20 _____

in the presence of two members of the standing committee of the corporation.

and in the presence of the Municipal Secretary

Trading under the name Contractors.

Medical Superintendent

- 1. _____

- 2. _____

Municipal Secretary

ANNEXURE - A

IRREVOCABLE UNDERTAKING

(TO BE GIVEN BY QUOTATIONER WITH STAMPDUTY OF RS.500/-)

Shri./Smt/ _____ aged _____ yrs., Indian habitant, Proprietor
/ Partner / Director of M/s. _____ resident
at _____ do Hereby give irrevocable undertaking
as under;

A) I say & undertake that as specified in section 171 of CGST Act 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed onto BMC by way of commensurate reduction in prices.

B) I further say & undertake that I understand that in case the same is not passed on & is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Council.

C) I say that above said irrevocable undertaking is binding upon me / my partners / company / other Directors of the company and also upon my / our legal heirs, assignee, executor, administrator, etc.

D) If I fail to compliance with the provisions of GST Act, I shall be liable for penalty / punishment or both, as per the provisions of GST Act.

Whatever has been stated herein above is true and correct to my / our own knowledge and belief.

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

UNDERTAKING CUM INDEMNITY BOND
[To Be Submitted By Quotationer with stamp duty of Rs. 200/-]

To,
The Municipal Commissioner,
Brihanmumbai Municipal Corporation
Mahapalika Mag, Mumbai – 400 001.

Subject: E-Quotation u/no. _____

Sir,

I/We _____ agree and undertake that I/We are registered vendor of Brihanmumbai Municipal Corporation (i.e. BMC) having registration/vendor no. _____ and I/We have read the terms and conditions as stipulated in above said E-Quotation at the subject. and will work/supply as per said terms & conditions by accepting them.

I/We further 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 Undertaking and I/We will, without fail, communicate or inform BMC, if my/our firm comes under such or any other penal action/s.

I/We further agree and undertake that, at any stage of tendering procedure, if any information given by me/us in this tender is found false or incorrect, it should be lawful for BMC to forthwith debar me/we from tendering procedure and initiate appropriate penal action.

I/We also agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience cause 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.

This undertaking cum indemnity bond is binding upon us/our heirs, executors, administrators & assigns and/or successor & assigns.

Yours faithfully,

_____ (Signature of Competent Authority)

Mr. _____ (Name of Competent Authority)

M/s _____ (Name of Quotationer)

Quotationer's Full address & Telephone No.,

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Quotationer's Seal / Office Stamp
Signature & Office Stamp