# Government of Maharashtra
# Maharashtra Medical Goods Procurement Authority (MMGPA)

# "Request for Proposal (RFP) for Supply of Surgical Non Drug Items Reserved for Procurement from Micro, Small & Medium Enterprises registered in Maharashtra State"

**RFP Reference No.: E - 94/MMGPA/ Surgical Non Drug (2023-24)**



**1st Floor, Arogya Bhawan St. George's Hospital Compound,**
**Near C.S.M.T. Railway Station, Mumbai - 400 001.**
**Maharashtra**

**Website:http://mahatenders.gov.in**

**Email: maha.mmgpa2023@gmail.com**
**Phone: 022-22621186 / 022-22621973,**

## Disclaimer

The information contained in this RFP document or provided to Bidder(s), whether verbally origin documentary or any other form, by or on behalf of the Maharashtra Medical Goods Procurement Authority (MMGPA),here after also referred as "The Authority ", or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Maharashtra Medical Goods Procurement Authority (MMGPA)in relation to the Project. Such assumptions, assessment sand statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Maharashtra Medical Goods Procurement Authority (MMGPA), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirement sand should not be regarded as a complete or authority at overstatement of law. The Maharashtra Medical Goods Procurement Authority (MMGPA) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Maharashtra Medical Goods Procurement Authority (MMGPA),its employee sand advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, state mentor information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. The Maharashtra Medical Goods Procurement Authority (MMGPA) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder.

## Glossary

| Abbreviationsand Acronyms | Description |
|---|---|
| **BG** | Bank Guarantee |
| **BOM/BOQ** | Bill Of Material/Quantity |
| **CA** | CHARTERED ACCOUNTANT |
| **CBS** | Cost Based Selection |
| **CDSCO** | Central Drugs Standards Control Organization |
| **CoPP** | Certificate of Pharmaceutical Product |
| **CRC** | Consignee Receipt certificate |
| **DPIIT** | Department for Promotion of Industry and Internal Trade |
| **EMD** | Earnest Money Deposit |
| **EM-II** | Entrepreneurs Memorandum |
| **FDA** | Food & Drugs Authority |
| **FEMA** | Foreign Exchange Management Act |
| **GMP** | Good Manufacturing Practices |
| **GST** | Goods and Services Tax |
| **IP** | Indian Pharmacopeia |
| **ISO** | International Organization of Standardization |
| **LLP** | Limited Liability Partnership |
| **MMGPA** | Maharashtra Medical Goods Procurement Authority |
| **MSME** | Ministry of Micro, Small & Medium Enterprises |
| **NEFT** | National Electronic Funds Transfer |
| **PAN** | Permanent Account Number |
| **PO** | Purchase Order |
| **RFP** | Request For Proposal |
| **RTGS** | Real Time Gross Settlement |
| **SSI** | Small-scale industries |
| **TCV** | Total Contract Value |

**MAHARASHTRA MEDICAL GOODS PROCUREMENT AUTHORITY**

# Bid Notice

## Tender reference No: E-94/MMGPA/ Surgical Non Drug (2023-24)

Maharashtra Medical Goods Procurement Authority (herein after referred to as "Authority"), Mumbai invites **ONLINE BID** for the year **2023-24** in **two envelope system** from the registered **MSME's** for the purchase of following items.

**Schedule of requirements:**

| Sr. no | Name of Item | Packing | No. of units |
|---|---|---|---|
| 1 | Absorbent Gauze Cloth as per Schedule F II of Drugs Cosmetic Act 1940 Than of 90cm X18 Mtrs | Per Than | 133550 |
| 2 | Bandage Cloth as per Schedule F II of Drug and Cosmetics Act 1940 Than Of 100 Cm X 20 Mtrs | Per Than | 168526 |
| 3 | Roll Bandage as per Schedule F II of Drug and Cosmetics Act 1940 Size 7.5 X 4 Mtrs | Packing Of 10 Roll | 275000 |
| 4 | Roll Bandage as per Schedule F II of Drug and Cosmetics Act 1940 Size 15 cm X 4 Mtrs | Packing Of 10 Roll | 319774 |
| 5 | Roll Bandage as per Schedule F II of Drug and Cosmetics Act 1940 Size 10 cm X 4 Mtrs | Packing Of 10 Roll | 445800 |
| 6 | Plaster of Paris Bandage 9Ready made ) Size 10 cm X 2.7 m | Per Roll | 75000 |
| 7 | Plaster of Paris Bandage 9Ready made ) Size 15 cm X 2.7 m | Per Roll | 76670 |
| 8 | Plaster of Paris Bandage 9Ready made ) Size 20 cm X 2.7 m | Per Roll | 37000 |
| 9 | Glove Rubber Sterile, Powder free ISI mark size 6.5 inch | Per Pair | 717520 |
| 10 | Glove Rubber Sterile, Powder free ISI mark size 7.5 inch | Per Pair | 555200 |
| 11 | Glove Rubber Sterile, Powder free ISI mark size 7.0 inch | Per Pair | 1623218 |
| 12 | Gloves Latex Examination Size Medium | Per piece | 1317335 |
| 13 | Gloves Latex Examination Size Large | Per piece | 1039510 |
| 14 | General Examination Gloves | Per piece | 1000000 |
| 15 | Glove Non Sterile Rubber Powder free Size 6.5 | Per Pair | 260550 |
| 16 | Glove Non Sterile Rubber Powder free Size 7.0 | Per Pair | 265550 |
| 17 | Glove Non Sterile Rubber Powder free Size 7.5 | Per Pair | 160550 |
| 18 | Absorbent Cotton Wool IP Packet of 500 gm Net | Per Roll | 221676 |

**Delivery terms:** Delivery at the assigned consignee address as per bid conditions (Annexure – XII).

Interested eligible bidders may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from the tendering website**https://mahatenders.gov.in.**

Bidders are free to quote for any or all items listed in schedule of requirements and the evaluation will be conducted on per-item basis. The bidder quoting for any or all of the items must quote for all units given in schedule.

**BIDSCHEDULE**

All bid related activities (Process) like Downloading of bid document, submission of bid and submission of EMD exemption proof and other documents will be governed as per the time schedule given under Key Dates below:

| Sr. No. | Activity | Period |
|---|---|---|
| 1. | Period of sale of Tender document/ Download | From- 21/05/2024 10:00AM |
| 2. | Date for Submission of Queries | **Before Pre-bid meeting** |
| 3. | Date of pre-bid meeting | 28/05/2024 12.00 Noon |
| 4. | Dates for uploading tender document | **From** 21/05/2024**, 10.00 A.M. to** 11/06/2024 **up to 02.00 P.M.** |
| 5. | Last date and time for submission of tender: | 11/06/2024 **02:00PM** |
| 6. | Date and time of opening of Envelope No.1 | 12/06/2024 **02:00PM** |

| | |
|---|---|
| **Address for communication** | **1st Floor, Arogya Bhawan,**<br>**St. Georges Hospital Compound,**<br>**Near CSMT Railway Station, Mumbai- 400 001.**<br>**Telephone No.: 022-22621186 / 022-22621973** |

A complete set of tender documents may be downloaded by interested eligible bidder from e-tendering website**https://mahatenders.gov.in.**

**As per Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, dated 1.12.2016 - Entities who are registered under Micro, Small and Medium Enterprises development Act 2006 are exempted from paying Tender Form Fees and Earnest Money Deposits.**

The bidders shall be rejected summarily upon failure to follow procedure prescribed in the bid document. The conditional bid shall be rejected.

Chief Executive officer, Maharashtra Medical Goods Procurement Authority, Mumbai reserve all right regarding this bid document and procedure.

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**Sd/-**
**CHIEF EXECUTIVE OFFICER,**
**MAHARASHTRA MEDICAL GOODS PROCUREMENT AUTHORITY**
**MUMBAI**

## Contents

**Fact Sheet**

| Clause Reference | Topic |
|---|---|
| Commercial Bid Evaluation | ***The method of selection is LCBS (Least Cost Based Selection-L1)*** |
| Downloading RFP Document | RFP can be downloaded from https://mahatenders.gov.in |
| Earnest Money Deposit(EMD) | Bidders are required to submit proof of EMD exemption through online mode on https://mahatenders.gov.in. |
| Scope of Work | Procurement is for Supply of Surgical Non Drug Items for use of various public health institution in Maharashtra reserved for procurement from registered Micro Small & Medium Enterprises registered in Maharashtra State or Maharashtra State Small Industries Development Corporation. |
| Pre-bid meeting and clarifications | A Pre-Bid meeting will be held on **28/05/2024 12.00 Noon** Clarifications may be requested on or before the schedule date and time for submission of pre-bid queries as per the bidding schedule. |
| Language | Proposals should be submitted in the English language only. |
| Taxes | For all goods/services supplied, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services |
| Bid Validity | Proposal/ Bid must remain valid till 120 days after the submission date. |
| Submission of Responses | Bidders must upload and submit all the documents on the e tendering portal portal https://mahatenders.gov.in *Each of the above documents must be uploaded in the format specified for this purpose.* |
| Submission of Proposals | This is online process; interested bidders are required to submit the proposal online only by the date and time specified in the RFP. |
| Last Date of Submission | Proposals submitted after 11**/06/2024 02:00PM** will not be accepted by the e-Tender portal. |

# TERMS AND CONDITIONS:

## 1. Introduction

Maharashtra Medical Goods Procurement Authority (MMGPA), Mumbai has been formed as per the Maharashtra Medical Goods Procurement Authority Act 2023 (Mah. Act No. XIII of 2023). The procurement authority has been formed with an objective to simplify and expedite the procurement process of medical goods and equipment's for health institution , under the state government and certain other health institution in the state as mentioned in the above act.

**1.1.** **Maharashtra Medical Goods Procurement Authority, Mumbai**, here in after referred to as the **"Authority "**invites online bid in two Envelope systems for supply of items as per specifications in **Annexure-X**, for use in public health facilities in the State of Maharashtra.

**1.2.** All bid related activities ("Bid Process") like Bid Document Downloading, Bid submission and submission of Bid Security/Earnest Money Deposit exemption proof and other documents will be governed by the bid schedule given in bid notice.

**1.3.** All activities of this bid are carried out **online** on Website**https://mahatenders.gov.in.** The bid document is uploaded on Government of Maharashtra, (GoM) e-tendering website**https://mahatenders.gov.in** and has to be downloaded as well as filled up and submitted **online only**. The bid shall be liable to be rejected summarily upon failure to follow procedure prescribed in the Bid document.

**1.4.** **The quantities mentioned in the Bid are only approximate estimated quantities. The Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai reserves the right to increase or decrease the quantities', maximum up to 50% of the quantities to be purchased without assigning any reason there of.**

**1.5.** If any bidder wishes to lodge any complaint against the other bidder regarding submission off alse documents, information etc, the bidder has to submit the complaint before price bid opening along with deposit of **Rs.50,000 (Rupees Fifty Thousand only)** online in favor of **Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai** in the form of deposit. This complaint will be submitted to Appeal Committee along with facts. The amount so deposited shall be refunded, if after scrutiny the complaint is found to be true by the Appeal Committee. However, if the complaint is found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. **Any complaint received after price bid opening will not be entertained.**

**1.6.** For e-bidding process related Queries contact help desk at mahatenders.gov.in.

**1.7.** The Orders/ Circulars issued by Govt. of Maharashtra from time to time will be applicable to this bid.

**1.8.** The entire bidding process is governed by rules and clauses mentioned in Maharashtra Government Industries Department Stores Purchase Rules GR dated 01.12.2016 and 23.07.2021, General Financial Rules 2017 and CVC Guidelines. Any disputes raised by the bidder, shall be resolved within the framework of these rules and clauses.

**1.9.** **A bidder who has been blacklisted/ debarred for the quoted product(s) in any state / department/ undertaking/ corporation will not be allowed to participate in Bid for the said item(s) and will not be evaluated.**

## 2. Eligibility criteria:

Eligibility criteria for this bid are mentioned:

| Sr. No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| **1.** | **Registered Legal Entity** | The Bidder shall be any Company registered under the Companies Act, 1956 / 2013;<br>Or<br>a Society registered under the Societies Act, 1860 or any state act;<br>Or<br>-a Sole Proprietorship Firm registered as such under any of the applicable laws in India.<br>Or<br>a Trust registered under Indian Trust Act or any other applicable Act in India<br>Or<br>Government-owned enterprise or institution).<br><br>No Consortium is allowed.<br><br>The Bidder shall be –<br>a) A manufacturer having valid manufacturing license for the items quoted.<br>b) 20% of purchases shall be reserved for the manufacturer's belonging to Schedule Caste & Schedule Tribes.<br>c) Registered with the GST Authorities<br>d) Should have a valid PAN number.<br><br>**Importer refers to a legal Entity such as a Company/ Society/ Trust registered under applicable Act in India/ Government-owned enterprise or institution that engages in the process of bringing equipment or goods from outside India into the country's borders for commercial purposes.*<br>*Importer itself shall be responsible for supply and maintenance of the equipment as per the terms of RFP and shall not engage any third party for the same)* | a. Copy of certificate of incorporation/registration along with charter documents like copy of Memorandum and Articles of Association, and other registration documents according to the nature of entity.<br>b. In case, the products are covered under Drugs and Cosmetics Act 1940/ Medical Device Rules 2017, attested photo copy of valid manufacturing license with product list duly approved by the Licensing Authority for each and every product quoted as per specification in the bid. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. If quoted item is manufactured at different places, Manufacturing License & Performance certificate should been closed.<br>In case of goods not covered under Drugs and Cosmetics Act 1940/ Medical Device Rules 2017 attested photo copy of valid manufacturing permission. Bidder must also give an undertaking on its letter head that the items quoted by bidder is not covered under Drugs and Cosmetics Act 1940 or Medical Device Rules 2017 as per Annexure XVI<br>c. Copy MSME registration for manufacturer's belonging to Schedule Caste and Schedule Tribes for claiming 20% purchase reservation if applicable.<br>d. Copy of GST Registration certificate issued by GSTN authorities.<br>e. Copy of PAN Card |
| **2.** | **Litigation** | The Bidder should not be involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings that may have an impact of affecting or compromising the delivery of | Certificate from the authorized signatory Annexure VII |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| | | services as required under this contract | |
| **3.** | **EMD Exemption** | Micro Small and Medium Enterprise ("MSME") / Small Scale Industry ("SSI") then subject to submission of relevant documents as provided in this table, such Bidder may be exempted from submitting EMD in accordance with Appendix-8 of Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, dated 1.12.2016. | • MSME/SSI registration certificate<br>• EM-II certificates whenever necessary (Compulsory for Medium Enterprises) |
| **4.** | **Conflict of Interest** | As on date of submission of the proposal, the Bidder should not be involved in any conflict-of-interest situation. | Undertaking by the authorized signatory as per Annexure I |
| **5.** | **Black listing or banned** | As on date of submission of the proposal, the Bidder should not be blacklisted or banned by any ministry/ department /attached offices/sub-ordinate offices under Government of India and any State government, Autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. | Affidavit as per **Annexure VII** |
| **6.** | **Debarment** | As on date of submission of the proposal, the Bidder should not be debarred | Certificate from the authorized signatory/Self-declaration |
| **7.** | **Average Annual Turnover** | The minimum **Annual Average Turnover of the bidder shall be as indicated in Schedule of Requirements.** The average turnover of the last three years i.e. (2020-21, 2021-22, 2022-23) will be taken as qualifying criterion. | Certificate issued by a statutory auditor/chartered accountant (as attached Annexure-IV) along with Audited Financial Statements confirming the Average Annual Turnover of the Bidder during the stated Financial Years must be submitted. Purchase Orders to be provided for each item of minimum amount required as per Turnover mentioned in Schedule of Requirements |
| **8.** | **Net Worth** | The net worth of the bidder in the financial year (2022-2023) should be **positive**. | Certificate issued by a statutory auditor/chartered accountant (as attached **Annexure-IV).** |
| **9.** | **Past Work Experience** | The bidder must submit particulars of quantity of the past supplies made as per Annex 3. Out of this **at least 25 % quantity** for **"Similar item as specified in the Technical Specification and in the Schedule of Requirements"** must | The Bidder shall provide the documentary evidence in support of its credentials such as agreement copy/ work order / Letter of Award, work completion certificate, customer satisfaction certificates |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| | | have been supplied in any of the last 3 (Three) Financial years i.e. 2020-21, 2021-22, 2022-23 | with customer details and client certificate or statutory auditor's certificate or Chartered Accountant's certificate with his UDIN, as the case may be, for demonstrating the Technical Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder. |
| **10.** | **Production Capacity** | Production Capacity of the Manufacturer must be minimum 1.5 times of the quoted order quantity in last one financial year. | Certificate of Statutory Auditor/Chartered Accountant |
| **11.** | **Experience** | Must have three completed years' experience of manufacturing and supply of quoted items in India as on date of floating of the tender | The Bidder shall provide the documentary evidence in support of its credentials such as agreement copy/ work order / Letter of Award, work completion certificate, customer satisfaction certificates with customer details and client certificate or statutory auditor's certificate or Chartered Accountant's certificate with his UDIN, as the case may be, for demonstrating the Technical Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder. |
| **12.** | **Certification** | 1. WHO GMP or COPP issued by Licensing Authority or Certificate issued by appropriate Licensing Authority as per Medical Device Rules 2017(MD-5/MD-9)/Form 10 & 41.<br>2. Certificates as mentioned in Technical Specifications | Certificate as applicable<br><br>Certificate as applicable |

2.1 Conflict of Interest

2.1.1 A Bidder shall not have a conflict of interest ("Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, or its Associate (or any constituent thereof) and any other Bidder or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Associate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other

Bidder, or its Associate is less than 20% (twenty per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub- section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person ("Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary;

**OR**

ii. a constituent of such Bidder is also a constituent of another Bidder;

**OR**

iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof;

**OR**

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder;

**OR**

v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other.

vi.

**OR**

vi. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.1.2 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

## 3. Cost of bidding:

The bidder shall bear all costs associated with the preparation and submission of their online bids and the Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 4. Corrigendum:

The bidder shall note that any corrigendum issued regarding this bid notice will be published on the

https://mahatenders.gov.in.

## 5. Pre-bid meeting:

The pre-bid meeting will be held at the date, time and venue mentioned in the e-bid Notice.

A prospective bidder requiring any queries/clarification with regard to the bid document shall contact the Authority by letter or email preferably prior to the date of pre bid meeting. Email ID – maha.mmgpa2023@gmail.com

The bidder shall submit the Authorization letter nominating a responsible person of the bidder to attend the meetings like pre bid & negotiation meeting.

**The prospective bidder(s) should submit their Queries /suggestions/ observations. if any, on or before the schedule date for receipt of queries in writing.**
Only Queries/ suggestions / observations received in writing within stipulated scheduled time will be discussed and clarified in pre-bid meeting and any modification of the bid documents, which may become necessary as a result of pre-bid meeting, shall be made by Maharashtra Medical Goods Procurement Authority, Mumbai exclusively through the issue of an addendum/ corrigendum and shall form part of the RFP. The RFP uploaded shall be read along with any modification. Authorized representatives of prospective bidder(s) can attend the said meeting and obtain clarification regarding specifications, scope of works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting, subject to the condition that queries are submitted in time.

Non-attendance at pre-bid meeting shall not be a cause for disqualification of the bidder. The suggestions/objections/queries received in pre-bid meeting may not be considered, if the same are not in consonance with the requirement of the bid. Maharashtra Medical Goods Procurement Authority, Mumbai reserves the right to accept or reject the same.

## 6. Amendment of bid document:

**6.1.** At any time prior to the deadline for submission of bid, the Authority may amend the bid documents by issuing Addendum/Corrigendum.

**6.2.** The bidder will not be communicated separately regarding the amendment. Any amendment to the bid shall be placed on the e-bidding website (https://mahatenders.gov.in.)

**6.3.** Any addendum/corrigendum as well as clarification thus issued shall be a part of the bid documents. And it will be assumed that the information contained in the amendment will have been taken into account by the bidder.

**6.4.** To give prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Authority shall extend, at its discretion, the deadline for submission of bids, in which case, the Authority will notify all bidders by placing it on website of the extended deadline and will be binding on them.

## 7. Submission of Bids:

The bid should be submitted online through website**https://mahatenders.gov.in**in two envelopes i.e. **Technical Bid in envelop no.1** &**Commercial Bid/Financial Bid in Envelop no.2** along with EMD & Bid Fee. **All documents should be properly signed, sealed and then uploaded.**

To prepare and submit the bid/offer online all bidders are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However, the e-tender website or helpline numbers may guide you for obtaining the same.

**7.1 Technical Bid (EnvelopeNo.1):**

Technical offer must be submitted online at **https://mahatenders.gov.in**.in as per the instructions on the portal. The bidder must upload the following documents.

FOLLOWING DOCUMENTS ARE MANDATORY & SHOULD BE ENCLOSED IN SEQUENCE & ORDER, in PDF only along with the table of content:

**7.1.1.** The instruments such as power of attorney, resolution of board etc. authorizing an officer of the bidder for signing the bid document.

**7.1.2.** Authorization letter nominating a responsible person of the bidder to attend the meetings like pre bid & negotiation meeting.

**7.1.3.** In case the items are covered under Drugs & Cosmetics Act-1940/Medical Device Rules 2017, attested photocopy of valid manufacturing equipment license with product list duly approved by the Licensing Authority (State/Central) for each and every product quoted as per specification in the bid. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. If quoted item is manufactured at different places, manufacturing license and performance certificate from all such places from respective Licensing Authority (Central/State) should be enclosed. However, Loan Licensee/ third party licensee are not allowed.

**7.1.4.** For items not covered under Drugs and Cosmetics Act 1940/Medical Device Rules 2017 Bidder must submit an undertaking/Self declaration as per ANNEXURE XVI in their letterhead that the item(s) quoted by the bidder is/are non-drug item(s) i.e., neither covered under Drug & Cosmetic Act 1940 nor Under Medical Device Rule 2017.

**7.1.5.** Proof of Tender Fee/ EMD paid (if exempted appropriate copies for same).

**7.1.6.** The documents comprising the Bid shall also include:

Annexure I: Letter Comprising the Technical Bid (To be submitted in original)

Annexure II: Compliance Sheet for Pre-qualification Proposal

Annexure III: Proforma for Production and Sale Statement

Annexure IV: Annual Turnover statement for three years

Annexure V: Details of manufacturing unit

Annexure VI: Contract Form

Annexure VII: Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized

Annexure VIII: Mandate Form

Annexure IX: Power of Attorney for signing of Bid.

Annexure XI: Compliance sheet for Technical Proposal

Annexure XII: Place of delivery

Annexure XIII: Self Declaration Affidavit (on Rs.100/- Stamp Paper)

Annexure XV: Declaration for Non Drug Items.

- Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. (2020-21, 2021-22, 2022-23) certified by the Auditor.
- PAN and GST Registration certificate.
- Copy of the GST return of last quarter.
- Attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006.
- EM-II certificates whenever necessary (Compulsory for Medium Enterprises).
- Attested photocopy of MSME registration for manufacturer's belonging to Schedule Caste and Schedule Tribes for claiming 20% purchase reservation if applicable.
- Incorporation / Registration Certificate of bidder
- WHO GMP or CoPP issued by Licensing Authority or Medical Devices Certification (Class A &

Class B- License MD -5, Class C MD-9 & Importer MD-15)/QMS/ISO 13485/If covered under Drugs and cosmetics Act (Form 10 and Form 41)

- Certificate as requested in Technical Specifications for Quoted product.
- All other documents as per the terms of RFP.

All documents required to be submitted in original shall reach the office of MMGPA within 2 days after the date of submission of bid by hand/courier/post. Postal/courier delay or other delay shall be the responsibility of the bidder.

**7.2 Commercial Bid (Envelope No. 2):**

a) All Commercial offers must be submitted online https://mahatenders.gov.in asper the instructions given on the portal. No hard copy of commercial bid shall be submitted. In case a bidder submits commercial bid in hard copy, such bid shall be summarily rejected.

b) Rates should be quoted in the Commercial Bidpart-1of **Annexure XVII only**.

c) Part-2 of **Annexure XVII** Should be filled by the Bidder. However, it will be used only for the purpose of comparing the rates offered by the bidder in various other bids.

d) Price bid in **Annexure XVII** Part-I should not be submitted in technical bid. If the price bid Part- I is submitted in technical bid, the bid will be rejected.

## 8. Deadline for submission of bid – The Bidders are required to submit their bid on or before the Bid Due Date as per schedule mentioned in bid notice.

## 9. Opening of Bid:

On the date and time specified in the bid notice following procedure will be adopted for opening of bid.

**9.1.** Opening of Technical Bid (Envelope No.1):

Technical bid (Envelope No.1) of the bid will be opened by the bid opening authority. Bidder is free to attend himself or depute an authorized officer as his representative.

**9.2.** Opening of Commercial Bid (Envelope No.2):

The Commercial Bid shall be opened as per e-tendering procedure after the evaluation of the technical bid. The Commercial Bid shall be opened only for those Bidders who are qualified in evaluation of Technical Bid. The date and time of Commercial Bid opening will be communicated electronically through portal.

## 10. Period of Validity of Bid:

**10.1.** The bid shall remain valid for a period of 120 days after the date of opening of the technical bid (Envelope No.1)

**10.2.** Prior to the expiration of the bid validity the Authority may request the bidders to extend the bid validity for the period as required by the Authority.

## 11. Earnest Money Deposit: (EMD)

**11.1.** The bid is for reserved items for MSME/SSI registered in the state of Maharashtra. Therefore the bidder is exempted from submitting EMD subject to the production of relevant valid documents in support of MSME/SSI in accordance with schedule -8 of G.R.No.SPO-

2014/Pra.Kra.82/Part-III/Industry-4, dated 01.12.2016 issued by Industry, Energy & Labor Department, Mantralaya, Mumbai-1

**11.2.** The bids submitted without proof of EMD exemption shall be summarily rejected.

## 12. Prices:

**12.1.** The prices quoted and accepted will be binding on bidder and valid for a period of one year from the date of signing the contract and any increase in price will not be entertained during the contract period.

**12.2.** Purchases may be made on staggered basis as per the requirement of the Authority within one year from the date of signing of the contract.

**12.3.** The bidder shall indicate in the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. Bidders shall quote for the complete requirements of the product, failing which such bidders will not be taken into account for Evaluation.

**12.4.** **Rates should be quoted in Indian Rupees only** for each of the required item separately on consignee address delivery basis according to the unit asked for strictly as per the format of price schedule **(Appendix-II).** Bid for the supply of item with conditions like 'AT CURRENT MARKET RATES' shall not be accepted. The Authority shall not be responsible for damages, handling, clearing, transport and insurance charges. The deliveries should be made as stipulated in the place /consignee address in the purchase order placed with successful tenderer. Conditional bids are not accepted and liable for rejection.

**12.5.** The price quoted by the bidder shall 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 will exercise the right to revise the price at any stage so as to conform with the controlled price or MRP as the case may be. This clause will be exercised without prejudice to any other action that may be taken against the bidder. Only landed cost (including all charges and taxes) mentioned in the price bid (quoted by the bidder) is considered for rate comparison. Payment of all applicable taxes to concerned authority is the responsibility of the bidder.

**12.6.** If at any time during the period of contract, the price of quoted items is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the bidder shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.

**12.7.** **In case of any enhancement in GST/Other taxes due to statutory Act of the Govt. Or any other taxes newly levied by Govt. after the date of submission of bid and during the bid period, the quantum of additional GST/Other taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the equipment and accessories approved under the bid. For claiming the additional cost on account of the increase in GST/Other taxes, the bidder should produce a letter from the concerned Competent Authorities for having paid additional GST/other taxes on the goods supplied to the Authority and can also claim the same in the invoice.**

**12.8.** **Fall Clause:** It is a condition of the contract that all through the currency thereof, the price at which bidder will supply the item should not exceed the lowest price charged by the bidder to any Govt. Organization / Semi Govt. Organization during the currency of the contract and that in the event of the prices going down below the contract prices, the bidder shall promptly furnish such information to the Authority to enable him to amend the contract rates for subsequent supplies.

## 13. Technical Specifications:

**13.1.** The bidder shall carefully read and understand the technical specifications, quality requirements,

applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from bid requirements.

**13.2.** The bidder shall carefully read & understand the specifications mentioned in **Annexure X.**

## 14. Evaluation of bids:

**14.1.** After opening of technical bid, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined.

**14.2.** The Authority shall scrutinize the documents mentioned above for its eligibility, Validity, applicability, compliance, and substantiation including post qualification criteria as per bid document.

**14.3.** The Authority shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

**14.4.** The technical scrutiny shall be on the basis of submitted substantiation documents and relevant pharmacopeia and Drugs and Cosmetics Act and rules including allied standards of BIS codes pertaining to packing materials.

**14.5.** The goods shall have requisite BIS certificate.

**14.6.** Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the bidders can check their bid evaluation status on the website.

**14.7.** Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such bidders shall be opened later, on a given date and time.

**14.8.** Each item/device will be evaluated separately.

**14.9.** Authority can call for original documents for verification and any other supporting documents.

**14.10.** The commitment quantity for an item submitted by the bidder (as per format-XVIII) shall be taken into account and a bidder not having committed quantity (as reflected in commitment quantity) as per tendered quantity of the item quoted will be technically disqualified.

**14.11. Technical Qualification Criteria**

i. Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluation.
ii. The Product offered should meet all the technical and functional specifications given in the **Annexure-X,** Non-compliance to any of the technical and functional specification will attract rejection of the proposal.
iii. Compliance on each parameter with detailed substantiation how the offered product meets the requirement.
iv. Bidders, whose bids are responsive, based minimum qualification criteria as in Pre- Qualification Criteria would be considered technically qualified.

**14.12. Commercial Bid Evaluation**

i. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives, who wish to attend.
ii. The Bidder, who has submitted the lowest Commercial bid for a particular item/device, shall be **selected as the ("Lowest Bidder") i.e., L1** Bidder for that item/device and shall be called for further process leading to the award of the contract.

iii. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
iv. The bid price will include all taxes and levies and shall be in Indian Rupees.
v. Any conditional bid would be rejected.
vi. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail"

## 15. Performance Security/Security Deposit & Contract Agreement

**15.1.** The Selected Bidder shall furnish the Performance Security Deposit to the Authority within 15 days from the date of communication of Selected Bidder for an amount as stipulated in clause 15.5 and enter into Contract Agreement by paying requisite stamp duty in favor of Govt. of Maharashtra. Cost of stamp duty will be as per The Maharashtra Stamp Act. The cost of Stamp paper should be borne by the bidder

**15.2.** The Bidder shall provide Performance Security in the form of Demand Draft in favor of "Maharashtra Medical Goods Procurement Authority, Mumbai" payable at Mumbai from any Nationalized or Scheduled bank. The performance security can also be submitted in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank and in the form provided in Annexure XV

**15.3.** The Performance Security Deposit will be discharged by the Authority and returned to the Supplier upon receipt of demand form supplier, not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

**15.4.** The Performance security deposit shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Authority thinks fit and proper.

**15.5.** The micro and small enterprises registered with the National Small Industries Corporation (NSIC) and the Micro, Small and Medium Enterprises Development Institute has been exempted from depositing the security amount for the purchase up to Rs. 25,000/- and if the purchase price is higher than Rs. Twenty Five (25) thousand then, they shall be required to keep the amount to the extent of 3% of the purchase price or Rs. Ten (10) thousand, whichever is less, as security. However, the goods having price more than Rs. Twenty-five (25) thousand, the first twenty five thousand should not be taken into calculation.

## 16. Administrative Charges:

**16.1.** The Selected Bidder shall deposit online amount of **2%** of order value towards service charges, within 7 (Seven) days of award of contract.

## 17. Award of Contract:

**17.1.** The Authority will award the Contract to the Selected Bidder whose bid has been determined to be responsive and has been determined to be the Lowest Bidder (L1).

**17.2.** The Authority will place supply orders on staggered basis if required during the contract period

**17.3.** A contract will not be awarded to the Selected Bidder if Performance Security Deposit is not deposited by him to the Authority within stipulated time limit, if any extension for the submission of performance security has not been asked.

**17.4.** **The Selected Bidder who is liable for award of contract should transfer the Performance**

**Security as per Clause 15 of this RFP.**

**17.5.** The Selected Bidder shall sign the Contract within a period of 15 (fifteen) days of issue of award of Contract.

## 18. Period of Contract:

The contract shall be valid for a period of one year from the date of signing of agreement.

## 19. Delivery Period:

| Sr. No. | Item | Units | Period |
|---|---|---|---|
| 1 | Surgical Non Drug items | | Within 45 days from the issuance of the PO (Purchase Order) |

## 20. Place of delivery:

The goods should be delivered **with proper maintenance of cold chain (if required)** from the date of receipt of supply order to the consignee. The consignees will be separately mentioned in the supply order. The consignees' addresses are mentioned in **Annexure-XII**

### 20A. Insurance

Goods should be dispatched at carrier's risk, failing which they should be properly covered by transit Insurance with Government insurance Fund, MHADA, Bandra (East), Mumbai-400 051 or New Address

1) The goods are inserted in packages in a safe and in a sound condition,
2) According to the normal trade practice packing used is good. Failure to comply with these instructions may result in non-acceptance of transit risk by the Insurance Officer.

## 21. Packing

Schedule for Packaging:

**SPECIFICATIONS: All items should be packed & supplied in prescribed packing only & as per standard guidelines of FDA/ISI.**

1. No corrugate package should weigh more than 15 Kgs (i.e. Product+ Inner Carton Corrugated box)
2. All corrugated boxes should be of 'A' grade paper .i.e. Virgin.
3. All items should be packed only in first hand boxes only.
4. Flute - The corrugated boxes should be of narrow flute.
5. Joint - Every box should be preferably single joint and not more than two joints.
6. Stitching - Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
7. Flap - The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60 degree should not crack.
8. Tape - Every box should be sealed with gum tape running along the top and lower opening.
9. Carry strap- Every box should be strapped with two parallel nylon carry straps (they should intersect).
10. Label - Every corrugated box should carry a large outer label clearly indicating that the product is for **'Government of Maharashtra Supply - Not For Sale' in readable purple or Green colour.**
11. The product label on the cartoon should be large at least 15 cm. x 10 cm. dimension. It should carry the correct technical name, strength or the product, date of manufacture &distributor, date of expiry, quantity packed and net weight of the box.
12. Other - No box should contain mixed products or mixed batches of the same product.

**Packaging:** The boxes shall be packed in weather resistant triple walled insulated corrugated 5 ply cartons, each ply having strength of minimum 150 gsm It should be fabricated from virgin quality „A" grade material . The overall dimension of the carton should be such that the product does not get damaged during transportation and storage.

Each international shipping carton should weigh less than 50 kg. It is important that individual boxes are not too heavy during transport as they are frequently loaded and off loaded manually at airports and intermediate stores.

**Case Identification**

All cases should prominently indicate the following

1. Purchaser's line and code numbers
2. The generic name of the product
3. Date of manufacture and expiry (month and year) (in clear language not code)
4. Batch number
5. Quantity per case (Carton containing -------- secondary packages)
6. Special instructions for storage and handling
7. Name and address of manufacture
8. Any additional cautionary statements.

**Marking**:

Each packing shall be marked with nomenclature of the Item and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 or relevant standards as applicable.

## 22. Warranty:

**22.1.** All goods must be freshly manufactured and must bear the dates of manufacture and expiry.

**22.2.** The Supplier should submit the written warranty that all goods supplied under the Contract will have at least 3/4$^{th}$ of shelf life at the time of supply or as per Drugs & Cosmetics Act 1940 upon delivery at final destination; has "overages" within the ranges Set forth in the Technical Specifications, and are not subject to recall by the Applicable regulatory authority due to unacceptable quality or an adverse drug reaction and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

**22.3.** The Purchaser shall have the right to make claims under the above warranty after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, within the period of 15 days replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered. Disposal of defected/ substandard goods should be under intimation and as per the instructions from FDA.

**22.4.** In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. Disposal of defected/ substandard goods should be under intimation and as per the instructions from FDA

**22.5.** If, after being notified that the defect has been confirmed pursuant to above clause, the Supplier fails to replace the defective Goods within the period of 15 days the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage, in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract. This action will be under intimation and as per the instructions from FDA.

**22.6.** In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

## 23. Liquidated damages:

If the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages as per table below :-

| Category of Stores | Damages Amount |
|---|---|
| The case of Purchase Order not exceeding Rs. 2.00 Lakh in value | At the rate of ½% per week subject to maximum limit of 10%. of value of such Purchase Order |
| In case of Purchase Order of Rs.2.00 Lakh and above | At the rate of ½% per week subject to maximum limit of 5%. of value of such Purchase Order |

## 24. Consequences of default by Bidder:

**24.1. Default Clause / Cancellation on failure to supply:**

If the supplier fails to commence delivery as scheduled or to deliver the quantities ordered to him within the delivery period stipulated in the contract, it shall be discretion of the purchaser either. (a) To extend the delivery period or (b) To cancel the contract in whole or in part for the unsupplied quantities without any show cause notice.

In the event of extension, liquidated damages, will be applicable.

**In case of an order not exceeding INR 2 Lakhs in value- damages amount for delayed supply will be at the rate of ½% per week subject to maximum limit of 10%**

**In case of an order exceeding INR 2 Lakhs or above in value- damages amount for delayed supply will be at the rate of ½% per week subject to maximum limit of 5%.**

If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the supplier. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid by the supplier or recovered from his bill for supplied goods against any orders with the purchaser or his authorized consultants / agents.

**24.2. Risk & Cost Purchase:** - In case the Contractor/s, shall at any time during the continuance of these presents fails to supply satisfactorily the goods, within the prescribed time as herein provided and or in case shall fail to replace any part/s that may have been rejected with other of approved quality, the consignee 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 consignee shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the supplier and expenses thereby incurred, shall be payable by the supplier and / or may be deducted from any moneys due or become due to the contractor/s and the consignee 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.

**24.3. Blacklisting:** - The firm shall be black-listed for a period of two years, if it is found that: -

a. Forged documents are submitted

OR

b. If it becomes responsive on the basis of submission of bogus certificate / information.

**24.4.** In case of non-supply of goods or supply of substandard quality or supply of goods is found to have been previously used or having re-furbished parts.

## 25. Sample Submission:

The bidder shall submit a sample of the product offered at the office of MMGPA, Mumbai for testing and verification purpose within two days from submission of Bid. The sample shall be evaluated by the Technical Committee as per specifications mentioned in the bidding document. If the sample is rejected by the technical committee, Commercial bid of the bidder shall not be opened. The sample will also be used to verify the supplies made at the public health facilities for verification and Quality Assurance.

## 26. Inspection & Tests: -

**26.1.** The goods/consumables shall be subjected for laboratory analysis at manufacturer and "purchaser or consignee" level**.** Post supplies the bidder shall submit FDA/NABL accredited testing laboratory test report of offered product, or In House Test report for every batch supplied. Testing of supplied items will be done by "purchaser or consignee" from any FDA/NABL Laboratory. For In-house testing, supplier should pay the expenditure of testing.

**26.2.** The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or miss branded, such batch/ batches will be deemed to be rejected goods.

**26.3.** The Purchaser shall be the final authority to reject full or any part of the supply, which is not conforming to the specifications and other terms and conditions. No payment shall be made for rejected supply

**26.4.** Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replaced immediately. In case rejected items are not removed it will be destroyed at the risk, responsibility & cost of Manufacturer. Disposal of defected/substandard goods should be under intimation and as per the instructions from FDA. Recovery on account of supply of substandard medicines will be whole amount of payment made i.e. Full quantity of substandard batch(s)irrespective of quantity used/not used.

**26.5.** After supply at consignee level, random samples from each batch will be sent to Govt. approved laboratory for testing by the concerned officer. In the event of the samples supplied failing quality tests the Purchaser is at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other sources or the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost from the manufacturer.

## 27. Termination of Contract:

**A.** In case the supplies are declared "Misbranded" 'Adulterated' & Spurious' as per Drugs & Cosmetics Act" 1940/Medical Device Rules 2017 amended form time to time:-

i. The contract for the said item will be cancelled.
ii. The extra expenditure incurred if any because of risk purchase shall be recovered from the contract holder.
iii. Security Deposit of the contract holder will be forfeited.
iv. Purchase cost of full order irrespective of its consumed quantity shall be recovered from contract holder from the outstanding bills or Security Deposit.
v. The goods which are not used, but belong to the said substandard batch shall be destroyed by the

concerned DDO in the presence of/or under intimation to Food and Drug Administration officials. The necessary expenditure incurred for this shall be recovered from the contract holder

vi. The contract firm will be debarred from participating in bid for next three years.

**B.** In case the supplies are declared "Not of Standard Quality" as per drugs & Cosmetics Act, 1940/Medical Device Rules 2017 amended from time to time.

I. The cancellation of contract for the specified item shall be decided by the Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai, after reviewing the severity of sub-standard quality of item with the FDA Maharashtra. The testing report issued by Food & Drug Administration of FDA approved laboratory regarding quality shall be final & binding on the contract holder.

II. The extra expenditure incurred if any because of risk purchase shall be recovered from the contract holder.

III. Purchase cost of full order irrespective of its consumed quantity shall be recovered from contract holder from the outstanding bills or Security Deposit.

IV. The goods which are not used, but belong to the said substandard batch shall be destroyed by the concerned DDO in the presence of/or under intimation to Food and Drug Administration officials. The necessary expenditure incurred for this shall be recovered from the contract holder.

**C.** In case the bidder quotes prices higher than allowed as per DPCO, NPPA or higher than MRP or/ and fails to supply the goods consistently the bidders will be declared as a Fraudulent and defaulters:-

I. The extra expenditure incurred because of extra cost and because of risk purchase shall be recovered from the contract holder.

II. The Contract holder's Security Deposit will be forfeited.

III. The contract holder will be debarred from participating in the bid for next three years.

**D.** In case if found that the bidder have submitted forged documents the following actions will be taken against the tenderer:-

I. The police case will be filed against the bidder.

II. The Security Deposit will be forfeited.

III. The bidder will be debarred from participating in the bid for next three years.

IV. The contracts already entered into will be liable for termination.

**E.** In case if found that the supplies supplied by the bidder have been declared "Not of Standard Quality" by FDA more than three times the following actions will be taken.

I. The extra expenditure incurred if any because of risk purchase shall be recovered from the contract holder.

II. All contracts of the bidder will be forfeited.

III. The contract holder will be debarred from participating in the bid for next three years.

**F.** The Bidder should be black listed for serious reasons like-

Items are declared misbranded, Adulterated, Spurious, Forged documents and Not of standard quality by FDA more than three times.

If any bidder is blacklisted other than above then whether such reason constitutes a serious reason or not will be decided by Bid Approval Committee (BAC).

## 28. Force Majeure:

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented of delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and

the decision of purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that it the contract is terminated under this clause, the purchaser shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion there of as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

## 29. Confidentiality:

**29.1.** Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made.

**29.2.** Any effort by the bidder to influence the Authority in the Authority 's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the bidder's bid.

## 30. Payment:

Payment against supply order issued under this bid will be made by Maharashtra Medical Goods Procurement Authority, Mumbai.
100% Payment shall be made upon submission of following documents:

(i) 2 copies of supplier's invoice.
(ii) Receipt and acceptance certificates issued by the consignees.
(iii) Batch wise In house Lab Report
(iv) Payments towards the supply of goods will be made strictly as per the rules of MMGPA, Mumbai. The payment will be made through RTGS/ NEFT. The bidder shall furnish the relevant details in original (Annexure 8) to make the payment through RTGS/NEFT and the change of Bank Account during the validity of the bid will not be entertained normally.

The Authority shall have every right to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The supplier shall not agitate the said issue in future.

## 31. Corrupt or Fraudulent Practices:

**31.1.** The Authority as well as bidders shall observe the highest standard of ethics during the procurement and execution of such contracts.

**31.2.** “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**31.3.** Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of Authority and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition.

**31.4.** “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Authority, designed to establish bid prices at artificial, non-competitive level; and. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

**31.5.** "The Authority will reject a bid for award if it determines that the bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

**31.6.** The Authority will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

## 32. Resolution Of Dispute:

**32.1.** In the event of any question, dispute, or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

## 33. Arbitration:

**33.1.** In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator as mutually agreed upon by the parties. The award passed by the sole Arbitrator shall be final and binding on the parties.

**33.2.** The arbitration proceedings shall be carried out as per the Arbitration and Conciliation Act, 1996 and the rules made thereunder. For settlement of all disputes & Arbitration the place of jurisdiction shall be Mumbai, Maharashtra. The language of Arbitration shall be English.

## 34. Governing Language: English language version of the contract shall govern its Interpretation.

## 35. Applicable laws:

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments, and orders made there on from time to time.

## 36. Indemnification:

The supplier shall indemnify the Authority against all actions, suit, claims and demand or in respect of anything done or omitted to be done by supplier in connection with the contract and against any losses or damages to the Authority in consequence of any action or suit being brought against the Authority for anything done or omitted to be done by the supplier in the execution of the contract. The supplier shall submit an indemnity bond to this effect.

**37. Jurisdiction:** The courts at Mumbai shall have exclusive jurisdiction over matters arising out of or relating to this Agreement**.**

## 38. Saving clause:

No suits, prosecution or any legal proceedings shall lie against the Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai, or any person for anything that is done in good faith or intended to be done in pursuance of bid.

# Appendix I: Pre-qualification-cum-Technical Bid Templates

## I. General

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

**Annexure to be used in Pre-Qualification cum Technical Proposal (Packet-A)**

Annexure I: Letter Comprising the Technical Bid
Annexure II: Compliance Sheet for Pre-qualification Proposal
Annexure III: Performa for Production and Sale Statement
Annexure IV: Annual Turnover statement for three years
Annexure V: Details of manufacturing unit
Annexure VI: Contract Form
Annexure VII: Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized
Annexure VIII: Mandate Form
Annexure IX: Power of Attorney for signing of Bid
Annexure XI: Compliance sheet for Technical Proposal
Annexure XII: Place of delivery
Annexure XIII: Self Declaration Affidavit (on Rs.100/- Stamp Paper)
Annexure XVI: Declaration for Non Drug Items.

**Annexure I: Letter Comprising the Technical Bid**

**To be submitted in original to this office**

**To,**
**Chief Executive Officer,**
**Maharashtra Medical Goods Procurement Authority,**
**1st Floor, Aarogya Bhawan,**
**Near CSMT Railway Station,**
**Mumbai 400001 (Maharashtra)**

***Subject : Request for Proposal (RFP) for……***

Dear Sir,
Having examined the bid document and addendum/corrigendum, if any the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the goods under the above-named Contract in full conformity with the said bid document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this bid.

We undertake that all information provided in the our bid and in the Appendices is true and correct and all documents accompanying such bid are true copies of their respective originals.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the bid document.

We undertake that as on the date of submission of the proposal, we are not involved in any conflict-of-interest situation.

If our bid is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the bid document.

We agree to abide by this bid for the Bid Validity Period specified in the bid document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid together with your written acceptance of the bid shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, We submit this Proposal under and in accordance with the terms of the RFP Document.

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Signature & stamp of bidder

**Annexure II: Compliance sheet for Pre-Qualification Proposal**

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

| Sr. No. | Basic Requirement | Specific Requirement | Documents required | Document Provided (Yes/No) |
|---|---|---|---|---|
| **1.** | **Registered Legal Entity** | The Bidder shall be any Company registered under the Companies Act, 1956 / 2013;<br>Or<br>a Society registered under the Societies Act, 1860 or any state act;<br>Or<br>- a Sole Proprietorship Firm registered as such under any of the applicable laws in India.<br>Or<br>a Trust registered under Indian Trust Act or any other applicable Act in India<br>Or<br>Government-owned enterprise or institution).<br><br>No Consortium is allowed.<br><br>The Bidder shall be –<br>a) A manufacturer having valid manufacturing license for the reagents/consumables/devices quoted.<br><br>c) Registered with the GST Authorities<br><br>d) Should have a valid PAN number.<br><br>**Importer refers to a legal Entity such as a Company/ Society/ Trust registered under applicable Act in India/ Government-owned enterprise or institution that engages in the process of bringing equipment or goods from outside India into the country's borders for commercial purposes.*<br>*Importer itself shall be responsible for supply and maintenance of the equipment as* | a. Copy of certificate of incorporation/registration along with charter documents like copy of Memorandum and Articles of Association, and other registration documents according to the nature of entity.<br><br>b. In case, the products are covered under Drugs and Cosmetics Act 1940/ Medical Device Rules 2017, attested photo copy of valid manufacturing license with product list duly approved by the Licensing Authority for each and every product quoted as per specification in the bid. The license must have been duly renewed up to date and the items quoted shall be clearly high lighted in the license. If quoted item is manufactured at different places, Manufacturing License & Performance certificate should been closed. In case of goods not covered under Drugs and Cosmetics Act 1940/ Medical Device Rules 2017 attested photo copy of valid manufacturing permission. Bidder must also give an undertaking on its letter head that the items quoted by bidder is not covered under Drugs and Cosmetics Act 1940 or Medical Device Rules 2017 as per Annexure XVI<br>c. Copy of GST Registration certificate issued by GSTN authorities.<br>d. Copy of PAN Card | |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required | Document Provided (Yes/No) |
|---|---|---|---|---|
| | | *per the terms of RFP and shall not engage any third party for the same)* | | |
| **2.** | **Litigation** | The Bidder should not be involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings that may have an impact of affecting or compromising the delivery of services as required under this contract | Certificate from the authorized signatory Annexure VII | |
| **3.** | **EMD Exemption** | Micro Small and Medium Enterprise ("MSME") / Small Scale Industry ("SSI") then subject to submission of relevant documents as provided in this table, such Bidder may be exempted from submitting EMD in accordance with Appendix-8 of Govt. Resolution by Industries, Energy &Labour Department, Maharashtra State, dated 1.12.2016 | • MSME/SSI registration certificate<br>• EM-II certificates whenever necessary (Compulsory for Medium Enterprises) | • |
| **4.** | **Conflict of Interest** | As on date of submission of the proposal, the Bidder should not be involved in any conflict-of-interest situation. | Undertaking by the authorized signatory as per Annexure I | |
| **5.** | **Black listing or banned** | As on date of submission of the proposal, the Bidder should not be blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, Autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. | Affidavit as per **Annexure VII** | |
| **6.** | **Debarment** | As on date of submission of the proposal, the Bidder should not be debarred | Certificate from the authorized signatory/Self-declaration | |
| **7.** | **Average Annual Turnover** | The minimum **Annual Average Turnover of the bidder shall be as indicated in Schedule of Requirements.** The average turnover of the last three years i.e. (2020-21, 2021-22, 2022-23) will be taken as qualifying criterion. | Certificate issued by a statutory auditor/chartered accountant (as attached Annexure-IV) along with Audited Financial Statements confirming the Average Annual Turnover of | |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required | Document Provided (Yes/No) |
|---|---|---|---|---|
| | | | the Bidder during the stated Financial Years must be submitted. Purchase Orders to be provided for each item of minimum amount required as per Turnover mentioned in Schedule of Requirements | |
| **8.** | **Net Worth** | The net worth of the bidder in the financial year (2022-2023) should be **positive**. | Certificate issued by a statutory auditor/chartered accountant (as attached **Annexure-IV).** | |
| **9.** | **Past Work Experience** | The bidder must submit particulars of quantity of the past supplies made as per Annex 3. Out of this **at least 25 % quantity** for **"Similar item as specified in the Technical Specification and in the Schedule of Requirements"** must have been supplied in any of the last 3 (Three) Financial years i.e. 2020-21,2021-22, 2022-23 | The Bidder shall provide the documentary evidence in support of its credentials such as agreement copy/ work order / Letter of Award, work completion certificate, customer satisfaction certificates with customer details and client certificate or statutory auditor's certificate or Chartered Accountant's certificate with his UDIN, as the case may be, for demonstrating the Technical Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder. | |
| **10.** | **Production Capacity** | Production Capacity of the Manufacturer must be minimum 1.5 times of the quoted order quantity in last one financial year. | Certificate of Statutory Auditor/Chartered Accountant | |
| **11.** | **Experience** | Must have three completed years' experience of manufacturing and supply of quoted items in India as on date of floating of the tender | The Bidder shall provide the documentary evidence in support of its credentials such as agreement copy/ work order / Letter of Award, work completion certificate, customer satisfaction certificates with customer details and client certificate or statutory auditor's certificate or Chartered Accountant's certificate with his UDIN, as the case may be, for demonstrating the Technical Capacity. Such documentary | |

| Sr. No. | Basic Requirement | Specific Requirement | Documents required | Document Provided (Yes/No) |
|---|---|---|---|---|
| | | | evidence shall be duly signed by the authorized signatory of the Bidder. | |
| **12.** | **Certification** | 1. WHO GMP or COPP issued by Licensing Authority or Certificate issued by appropriate Licensing Authority as per Medical Device Rules 2017(MD-5/MD-9)/Form 10 & 41.<br>2. Certificates as mentioned in Technical Specifications | Certificate as applicable<br><br>Certificate as applicable | |

**Annexure III: Proforma For Production And Sale Statement**

**(For a period of last 3 Years)**

*(To be submitted on the letterhead of the Statutory Auditor/ Chartered Accountant of the Bidder)*

| Sr. No. | Year | Name and full Address of the Purchaser | Purchasing Entity (Gov./Semi Gov./Other) | Name of the Product | Purchase Order No. & Date | Purchase Order Quantity | Purchase Order Value (in Rs.) | Batch No. | | PO Copy enclosed on Pg. No. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Manufactured Qty | Sold Qty | |
| 1 | **2020-21** | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 2 | **2021-22** | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 3 | **2022-23** | | | | | | | | | |
| | | | | | | | | | | |

Add rows as per requirement.

Note:

1. In support of above statement, enclose the copies of supply orders and client's satisfactory certificates. All purchase orders should be enclosed in the serial as per the data provided in table above.
2. In case of importer, sold quantity shall be provided, production and manufactured good details may not be provided-
3. All the data provided in the above table has been verified by undersigned CA.

Name, Membership number and signature of the Chartered Accountant:
UDIN
Name and seal of the firm:
Location, Date:

Authorized Signature *(PoA holder)*
*[In full and initials with Seal]*:
Name and Title of Signatory:
Name of Bidder (*Firm/ Organization's name*):
Address:
Telephone:
Email:
*(Name and seal of the Bidder)*

[*Location, Date*]

**Annexure IV: (Part I) Average Annual Turnover and Net Worth of the Bidder**

*(To be submitted on the letterhead of the Statutory Auditor/ Chartered Accountant of the Bidder)*

The Average Annual Turnover and Net Worth details of M/s _____ for participation under the RFP are given below and certified that the statement is true and correct.

| Sr. No. | Year | Turnover (In Rs. ) | Positive Net worth (*Yes/ No*) |
|---|---|---|---|
| 1 | **2020-21** | | |
| 2 | **2021-22** | | |
| 3 | **2022-23** | | |
| 4 | **Average Annual Turnover of above 3 years** | | |

This is to certify that the Net worth of (*name of Bidder*) is Positive for last 3 (three) Financial Years i.e., 2021-22, 2022-23, 2023-24 as per the Audited Financial Statements.

**Note:**

(a) Certificate issued by a statutory auditor/chartered accountant along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted on the letterhead of the Statutory Auditor.

(b) Provide supporting Audited Financial Statements (Balance Sheets, Profit and Loss Statements, etc.) of the bidding organization/ firm.

Name, Membership number and signature of the Chartered Accountant:
UDIN
Name and seal of the firm:
Location, Date:

Authorized Signature *(PoA holder)*
*[In full and initials with Seal]*:
Name and Title of Signatory:
Name of Bidder (*Firm/ Organization's name*):
Address:
Telephone:
Email:
*(Name and seal of the Bidder)*

[*Location, Date*]

**Annexure IV – (Part II) Product Wise Turnover of the Bidder for the Quoted Items**

*(To be submitted on the letterhead of the Statutory Auditor/ Chartered Accountant of the Bidder)*
The Average Annual Turnover and Net Worth details of M/s _____ for participation under the RFP are given below and certified that the statement is true and correct.

| Sr. No. | Name of Item | Turnover Required | Turn Over 2020-21 | Turn Over 2021-22 | Turn Over 2022-23 | Average Annual Turn Over |
|---|---|---|---|---|---|---|
| 1 | Absorbant Gause Cloth as per Schedule F II of Drugs Cosmetic Act 1940 Than of 90cm X18 Mtrs | 6702952 | | | | |
| 2 | Bandage Cloth as per Schedule F II of Drug and Cosmetcs Act 1940 Than Of 100 Cm X 20 Mtrs | 11799464 | | | | |
| 3 | Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 7.5 X 4 Mtrs | 426250 | | | | |
| 4 | Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 15 cm X 4 Mtrs | 1418418 | | | | |
| 5 | Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 10 cm X 4 Mtrs | 1107730 | | | | |
| 6 | Plaster of Paris Bandage 9Ready made ) Size 10 cm X 2.7 m | 439875 | | | | |
| 7 | Plaster of Paris Bandage 9Ready made ) Size 15 cm X 2.7 m | 677954.5 | | | | |
| 8 | Plaster of Paris Bandgae 9Ready made ) Size 20 cm X 2.7 m | 411625 | | | | |
| 9 | Glove Rubber Sterile,Powder free ISI mark size 6.5 inch | 2947214 | | | | |
| 10 | Glove Rubber Sterile,Powder free ISI mark size 7.5 inch | 2280484 | | | | |
| 11 | Glove Rubber Sterile,Powder free ISI mark size 7.0 inch | 4613618 | | | | |
| 12 | Gloves Latex Examination Size Medium | 1379909 | | | | |
| 13 | Gloves Latex Examination Size Large | 1088887 | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 14 | General Examination Gloves | 980000 | | | | |
| 15 | Glove Non Sterile Rubber Powder fre Size 6.5 | 1139255 | | | | |
| 16 | Glove Non Sterile Rubber Powder fre Size 7.0 | 2643618 | | | | |
| 17 | Glove Non Sterile Rubber Powder fre Size 7.5 | 2283255 | | | | |
| 18 | Absorbent Cotton Wool IP Packet of 500 gm Net | 7572452 | | | | |

**Note:**

(a) Certificate issued by a statutory auditor/chartered accountant along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted on the letterhead of the Statutory Auditor.

(b) Provide supporting Audited Financial Statements (Balance Sheets, Profit and Loss Statements, etc.) of the bidding organization/ firm.

Name, Membership number and signature of the Chartered Accountant:
UDIN
Name and seal of the firm:
Location, Date:

Authorized Signature *(PoA holder)*
*[In full and initials with Seal]*:
Name and Title of Signatory:
Name of Bidder (*Firm/ Organization's name*):
Address:
Telephone:
Email:
*(Name and seal of the Bidder)*

[*Location, Date*]

**Annexure V: Details of Manufacturing Unit**

1. **Name of the Manufacturer:**

2. **Full address:**

3. **Phone Nos.:**

4. **Fax No.:**

5. **Email ID:**

6. **Date of inception:**

7. **License No. & date:**

8. **Issued by:**

9. **Valid up to:**

10. **RTGS (Real Time Gross Settlement) System or Core Banking A/c No.: :**

11. **Details of installed production capacity for 1 year :**

**Date:**

**Seal** **Signature**

**Chartered Accountant**

**UDIN**

**Name (in capital letters)**

**Note: The details of manufacturing unit shall be for the premises where item quoted are manufactured.**

**In case of Bidder being Importer/Authorized Distributor, it shall seek the above mentioned Annexure V from OEM through its Statutory Auditor/Chartered Accountant.**

**THE DETAILS OF FACTORY PREMISES**

Person In-charge of Factory

Name :

Phone No. :

Mobile No. :

Nearest Land mark of Factory:

Layout

Km from Airport :

Name of the Airport and City:

Km from Railway Station :

Name of the Railway Station:

Km from Bus Stand :

Name of the Bus Stand And City :

Name of designation of the authorized signatory

**Annexure VI: Contract Form**

(Stamp duty as applicable as per MSA)

THIS AGREEMENT made the.....day of.....,200...Between.....
(Name of Authority) of..... (Country of Authority) (Hereinafter "the Authority") of the one part and.....(Name of Supplier) of.....(City and Country of Supplier) (Here in after called "the Supplier") of the other part:

WHEREAS the Authority is desirous that certain Goods and ancillary services viz.(Brief Description of Goods and Services) be procured and has accepted a bid by the Supplier for the supply of those goods and services in the sum of .....(Contract Price in Words and Figures) (Here in after called "the Contract Price"). Whereas the supplier has deposited a Demand Draft in favor of "Maharashtra Medical Goods Procurement Authority, Mumbai" payable at Mumbai from any Nationalized or Scheduled bank of Rs.....(Rs.in words.....)as performance security towards the fulfillment of this agreement.

NOW HIS AGREEMENT WITNESSE THAS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as a respectively assigned to the min the Conditions of Contract referred to.
2. The contract or has accepted the contract on the terms and condition set out in notice No.--------As well in the Acceptance Letter No:- Dt:----------which will hold good during the period of this agreement.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) The Price List submitted by the Supplier;
(b) The Schedule of Requirements;
(c) The Technical Specifications;
(d) Terms &conditions of tender document.
(e) The Authority's Notification of Award.

4. In consideration of the payments to be made by the Authority to the Supplier as here in after mentioned, the Supplier hereby covenants with the Authority to provide the goods and services and to remedy defects there in inconformity in all respects with the provisions of the Contract.
5. The Authority hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. Upon breach by the supplier of any of the condition of the agreement, the Chief Executive Officer may by a notice in writing resolving, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the supplier and also to responsible compensation for the loss occasioned by the failure of the supplier to fulfill the agreement as certified in writing by the Chief Executive Officer which certificate shall to conclusive evidence of the amount of such compensation payable by the supplier to the Government.
7. This Agreement shall remain in force until the expiry of the date of delivery of material but notwithstanding herein or in the tender and acceptance forms contained the 'Government shall not

be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the con

8. The Supplier has fully read, under stood & shall abide by all the term and conditions as stipulated in Bidding document, failing which the Contract Agreement is liable to be terminated at any time without assigning any reason by the Maharashtra Medical Goods Procurement Authority, Mumbai.
9. Any change/amendments if required to be incorporated in the Agreement at a later stage shall be discussed & mutually agreed by both the parties and supplementary agreements shall be binding on both the parties and shall form the part of this agreement.
10. This Agreement shall be governed by and construed in accordance with the laws of Republic on India.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

| Sr. No. | BRIEFDESCRIPTION OFGOODS & SERVICES | QUANTITY TO BESUPPLIED* | UNITPRICE | TOTALPRICE | DELIVERYTERMS |
|---|---|---|---|---|---|
| | | | | | **As per the supply order** |

1. Actual quantity to be supplied may vary& will be strictly as per actual requirement
2. Actual supply to take place only after & as per the supply order(s) issued by Maharashtra Medical Goods Procurement Authority, Mumbai from time to time.
3. Tender Document is a part and parcel of the Contract.
4. All terms and conditions will apply as per Maharashtra Government Industries Department Stores Purchase Rules issued vide Government Resolution no. 82 dated 1.12.2016 and other applicable Government Resolutions

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the irrespective laws the day and year first above written.
Signed, Sealed and Delivered by the Said.(For the Authority) in the presence of: .....
Signed, Sealed and Delivered by the Said.....(For the Supplier) In the Presence of….

Following documents to be submitted in original to this office

1. **Proof of all documents inclusive of all Appendices and Annexures of this RFP**

**Address for communication:**

**Office of the ---**
**Chief Executive Officer,**
**Maharashtra Medical Goods Procurement Authority,**
**1st Floor, Aarogya Bhawan,**
**Near CSMT Railway Station,**
**Mumbai 400001 (Maharashtra)**

**Annexure VII: Non Blacklisting Affidavit**

**Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized**
**AFFIDAVIT on Non-Judicial Stamp Paper of Rs. 100/-**
*(Original copy To be submitted to this office)*
**Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized**

**Reference: Tender No. E- 94/MMGPA/ Surgical Non Drug (2023-24)**

1. I/We undertake to provide the items required by Maharashtra Medical Goods Procurement Authority, Mumbai and there will be no deviation in composition, quality, packing etc.

2. The firm ……..(Name of the Firm) has not been found guilty of malpractices, misconduct or blacklisted/debarred/ deregistered for the quoted product by any department of Govt. of Maharashtra or by any local authority and semi Govt. organization and other State Government/Central Government's organizations/ procurement corporation as on the date of submission tender document for the quoted items."

3. The firm is not involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings that may have an impact of affecting or compromising the delivery of services as required under this contract.

**Seal** **Signature**

**Date**

**Place**

## Annexure VIII: Mandate Form

| | | |
|---|---|---|
| 01 | Company Name | |
| 02 | Postal Address of the company with Telephone No., Fax No. and Mail address | |
| 03 | Name of the Managing Director/ Director/Manager<br>Mobile No./Phone No.<br>E-mail address | |
| 04 | Name and designation of the authorized company official<br>Mobile No./Phone No.<br>E-mail address | |

**Bank Details**

| | | |
|---|---|---|
| 01 | Name of the Bank<br><br>Branch Name & Address;<br><br><br>Branch Code No.<br><br>Branch Manager Mobile No.<br><br>Branch Telephone no.<br><br>Branch E-mail ID | |
| 02 | 9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank. | |
| 03 | IFSC code of the Branch | |
| 04 | Type of Account (Current/Savings) | |
| 05 | Account Number (as appear in cheque book) | |

(Please **attach the original cancelled cheque** issued by your bank for verification of the above particulars)

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Maharashtra Medical Goods Procurement Authority, Mumbai. I have read the conditions of tender / agreement entered and agrees to discharge the responsibility expected of me/from the company as a tenderer/ successful bidder.

Date: Company seal Signature

Place: (Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS

Bank Seal with address

Signature of the Authorized Official of the bank

**Annexure IX: Power of Attorney for signing of Bid**

Know all men by these presents, We_____ (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of _____ , as our true and lawful attorney (hereinafter referred to as the "***Attorney***") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for [***] (Project) for the [***] (the "***Authority***") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-bid and other meetings/conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2_____

For

_____
(Signature, name, designation, and address)

Witnesses:
1.(Notarized)

2.Accepted

_____
(Signature)

(Name, Title and Address of the Attorney)

Notes:
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. For a Power of Attorney executed and issued overseas, the document shall also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

## Annexure X: Technical Specification

## SPECIFICATIONS FOR SURGICAL NON DRUG

| S No. | Item Name | Technical Specifications |
|---|---|---|
| 1 | Absorbant Gause Cloth as per Schedule F II of Drugs Cosmetic Act 1940 Than of 90cm X18 Mtrs | Absorbent Gauze Cloth as per schedule F-II of Drugs and Cosmetics Act.1940 Than of 90cm x 18 Mtrs |
| 2 | Bandage Cloth as per Schedule F II of Drug and Cosmetcs Act 1940 Than Of 100 Cm X 20 Mtrs | Bandage Cloth as per Schedule FII of Drugs and Cosmetics Act 1940 Than of 100cm x 20 Mtrs. |
| 3 | Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 7.5 X 4 Mtrs | Rolled Bandage as per schedule FII of Drugs and Cosmetics Act 1940 Size 7.5 cm x 4 Mtrs. |
| 4 | Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 15 cm X 4 Mtrs | Rolled Bandage as per schedule FII of Drugs and Cosmetics Act 1940 Size 15 cm x 4 Mtrs. |
| 5 | Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 10 cm X 4 Mtrs | Rolled Bandage as per schedule FII of Drugs and Cosmetics Act 1940 Size 10 cm x 4 Mtrs. |
| 6 | Plaster of Paris Bandgae 9Ready made ) Size 10 cm X 2.7 m | Plaster of Paris Bandages (Ready made) Size 10 cm x 2.7 m |
| 7 | Plaster of Paris Bandgae 9Ready made ) Size 15 cm X 2.7 m | Plaster of Paris Bandages (Ready made) Size 15 cm x 2.7 m |
| 8 | Plaster of Paris Bandgae 9Ready made ) Size 20 cm X 2.7 m | Plaster of Paris Bandages (Ready made) Size 20 cm x 2.7 m |
| 9 | Glove Rubber Sterile,Powder free ISI mark size 6.5 inch | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 6.5 |
| 10 | Glove Rubber Sterile,Powder free ISI mark size 7.5 inch | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 7.5 |
| 11 | Glove Rubber Sterile,Powder free ISI mark size 7.0 inch | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 7.0 |
| 12 | Gloves Latex Examination Size Medium | Disposable examination gloves made of soft latex,powder free, highly elastic and tear-resistant,texturing of the finger area, ensures optimum grip, excellent fit and high tactile sensitivity.ASTM, ISO & FDA/CE 93/42/EEC approved. |
| 13 | Gloves Latex Examination Size Large | Disposable examination gloves made of soft latex,powder free, highly elastic and tear-resistant,texturing of the finger area, ensures optimum grip, excellent fit and high tactile sensitivity.ASTM, ISO & FDA/CE 93/42/EEC approved. |
| 14 | General Examination Gloves | Disposable examination gloves made of soft latex, powder-free; highly elastic and tear-resistant; texturing of the finger area ensures optimum grip; excellent fit and high tactile sensitivity; With ASTM, ISO & C E approved Medium |
| 15 | Glove Non Sterile Rubber Powder fre Size 6.5 | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 6.5 |
| 16 | Glove Non Sterile Rubber Powder fre Size 7.0 | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 7.0 |
| 17 | Glove Non Sterile Rubber Powder fre Size 7.5 | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 7.5 |
| 18 | Absorbent Cotton Wool IP Packet of 500 gm Net | Absorbent Cotton Wool I.P Packet of 500 gm Net |

Sign
Stamp
Date

**Annexure XI: Compliance sheet for Technical Proposal**

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the technical proposal).

| Sr. No | Item Name | Technical specifications/ composition of tender enquiry | Compliance on each parameter with detailed substantiation how the offered product meets the requirement. | If Column B = C . (Write Yes Or No) | Brand Name (only for Importer) | Medical devices/ Import License | MSME/ SSI | Remarks, if any |
|---|---|---|---|---|---|---|---|---|
| | A | B | C | D | E | F | G | H |
| 1 | Absorbant Gause Cloth as per Schedule F II of Drugs Cosmetic Act 1940 Than of 90cm X18 Mtrs | Absorbent Gauze Cloth as per schedule F-II of Drugs and Cosmetics Act.1940 Than of 90cm x 18 Mtrs | | | | | | |
| 2 | Bandage Cloth as per Schedule F II of Drug and Cosmetcs Act 1940 Than Of 100 Cm X 20 Mtrs | Bandage Cloth as per Schedule FII of Drugs and Cosmetics Act 1940 Than of 100cm x 20 Mtrs. | | | | | | |
| 3 | Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 7.5 X 4 Mtrs | Rolled Bandage as per schedule FII of Drugs and Cosmetics Act 1940 Size 7.5 cm x 4 Mtrs. | | | | | | |
| 4 | Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 15 cm X 4 Mtrs | Rolled Bandage as per schedule FII of Drugs and Cosmetics Act 1940 Size 15 cm x 4 Mtrs. | | | | | | |
| 5 | Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 10 cm X 4 Mtrs | Rolled Bandage as per schedule FII of Drugs and Cosmetics Act 1940 Size 10 cm x 4 Mtrs. | | | | | | |
| 6 | Plaster of Paris Bandgae 9Ready made ) Size 10 cm X 2.7 m | Plaster of Paris Bandages (Ready made) Size 10 cm x 2.7 m | | | | | | |
| 7 | Plaster of Paris Bandgae 9Ready made ) Size 15 cm X 2.7 m | Plaster of Paris Bandages (Ready made) Size 15 cm x 2.7 m | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 8 | Plaster of Paris Bandgae 9Ready made ) Size 20 cm X 2.7 m | Plaster of Paris Bandages (Ready made) Size 20 cm x 2.7 m | | | | | | |
| 9 | Glove Rubber Sterile,Powder free ISI mark size 6.5 inch | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 6.5 | | | | | | |
| 10 | Glove Rubber Sterile,Powder free ISI mark size 7.5 inch | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 7.5 | | | | | | |
| 11 | Glove Rubber Sterile,Powder free ISI mark size 7.0 inch | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 7.0 | | | | | | |
| 12 | Gloves Latex Examination Size Medium | Disposable examination gloves made of soft latex,powder free, highly elastic and tear-resistant,texturing of the finger area, ensures optimum grip, excellent fit and high tactile sensitivity.ASTM, ISO & FDA/CE 93/42/EEC approved. | | | | | | |
| 13 | Gloves Latex Examination Size Large | Disposable examination gloves made of soft latex,powder free, highly elastic and tear-resistant,texturing of the finger area, ensures optimum grip, excellent fit and high tactile sensitivity.ASTM, ISO & FDA/CE 93/42/EEC approved. | | | | | | |
| 14 | General Examination Gloves | Disposable examination gloves made of soft latex, powder-free; highly elastic and tear-resistant; texturing of the finger area ensures optimum grip; excellent fit and high tactile | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | sensitivity; With ASTM, ISO & C E approved Medium | | | | | | |
| 15 | Glove Non Sterile Rubber Powder fre Size 6.5 | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 6.5 | | | | | | |
| 16 | Glove Non Sterile Rubber Powder fre Size 7.0 | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 7.0 | | | | | | |
| 17 | Glove Non Sterile Rubber Powder fre Size 7.5 | Gloves Non sterile Rubber powder free ISI Mark 4148: 1989 Size 7.5 | | | | | | |
| 18 | Absorbent Cotton Wool IP Packet of 500 gm Net | Absorbent Cotton Wool I.P Packet of 500 gm Net | | | | | | |

**Seal**

**Signature**
**Date**
**Place**

## Annexure-XII: Place of Delivery

**Note: Consignee List will be enclosed at a time of release of Purchase Order with the Contracted Bidder.**

**Annexure-XIII: Self Declaration Affidavit (on Rs.100/- Stamp Paper)**

I ..... age ..... address ..... (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm ..... / authorized signatory and I am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below: -

a. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.

b. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.

c. I am liable for action under Indian Penal Code if any paper are found false / fraudulent during contract period and even after the completion of contract (finalisation of final bill).

(Signature of Bidder)

(Seal of company)

**Annexure-XIV: Format for Performance Security Bank Guarantee**

To,
The Chief Executive Officer
Maharashtra Medical Goods Procurement Authority
1st Floor, Arogya Bhawan
P. D'Mello Road, Mumbai- 400001

Dear Sirs.

Whereas you intent to enter into a contract, as per your Letter of Intent, Reference No. _____ dated _____( Hereinafter referred to as "the contract") with M/s _____ as vendor for the supply of_____ defined in contracts schedule, (hereinafter referred to as "the goods / services") and whereas the vendor has undertaken to produce a performance cum warranty bond for amount of Rs _____ being equal to 3% of the total contract value of the goods / services to be delivered as specified contract No _____dated _____ referred to as "contract to secure its obligations to the beneficiary with respect to the goods specified in the invoice.

1. We _____ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Seller that in the event that the beneficiary submits a written demand to us stating that the Seller has not performed according to the terms and conditions of the contract, we will pay you on demand and without demur any sum up to a maximum amount of (3% of the contract value). Any claims must bear the confirmation of your bankers that the signatures thereon are authentic. Your written demand shall be conclusive evidence to us that such written demand. For the avoidance of doubt any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose(s) under this guarantee.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between beneficiary and the seller or any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of the guarantee be increased.
4. Unless a demand under this guarantee is received by us in writing on or before the expiry dates (unless this guarantee is extended by the seller), all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
5. This guarantee shall be a continuing guarantee (which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the Seller.
6. Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.
7. Our liability under this guarantee will cease to be valid even if the guarantee deed is not returned to us.
8. This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent.
9. This guarantee shall be governed by Indian Law. This guarantee is valid until (Insert date in dd/mm/yyyy)

Signature and Seal of Guarantors _____

Date _____

Address: _____ _____

(Signature of Bidder)

(Seal of company)

**Annexure-XV: Declaration for Non Drugs Item**

To,
The Chief Executive Officer
Maharashtra Medical Goods Procurement Authority
1st Floor, Arogya Bhawan
P. D'Mello Road, Mumbai- 400001

Dear Sirs.

I/we_____, am/are in the capacity of Proprietor/ /Managing Director in M/s…… having its registered office at …….....and its factory premises at……..…… ……do hereby declare that the quoted item(s) are neither covered under Drugs & Cosmetics Act 1940 and Rule their under nor Under Medical Device Rule 2017.

That I/we are eligible to participate in the tender no……. for the following item conforming the terms and conditions laid down in the tender document along with the amendment(s) if any following all the order (s) mentioned by various ministry/department referred in the subject tender:

| S No. | Item Name | Specification | Compliance to Specifications |
|---|---|---|---|
| | | | |
| | | | |

That I am / We are aware of the Tender inviting Authority's right to forfeit the Performance Security Deposit and suspending/disqualifying/blacklist me if, any information furnished by us proved to be false at any time during the contract period.

Signed.....

Name: ……..

Designation…….……

(Company Seal)

(Above shall be furnished by Authorized Signatory

## Appendix II: Commercial Proposal Templates

### I. General

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal (Packet - B).

Annexure XV: Letter comprising the Commercial Bid

**Annexure XVI: PART I**

**Letter comprising the Commercial Bid**

**PRICE BID FOR THE CURRENT TENDER)** ***(To be kept in Envelope No. 2)***

| Item Description | Unit | Qty | Ex-factory cost per unit | GST applicable for Govt. Supply (In Rs.) | Other incidental charges (Please specify ) (In Rs.) | Total landed cost per unit(4+5+6) (In Rs.) | Total Cost Rs. (3x7) |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Absorbant Gause Cloth as per Schedule F II of Drugs Cosmetic Act 1940 Than of 90cm X18 Mtrs | Per Than | 133550 | | | | | |
| Bandage Cloth as per Schedule F II of Drug and Cosmetcs Act 1940 Than Of 100 Cm X 20 Mtrs | Per Than | 168526 | | | | | |
| Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 7.5 X 4 Mtrs | Packing Of 10 Roll | 275000 | | | | | |
| Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 15 cm X 4 Mtrs | Packing Of 10 Roll | 319774 | | | | | |
| Roll Bandage as per Schedule F II of Drug and Cosmetcs Act 1940 Size 10 cm X 4 Mtrs | Packing Of 10 Roll | 445800 | | | | | |
| Plaster of Paris Bandgae 9Ready made ) Size 10 cm X 2.7 m | Per Roll | 75000 | | | | | |
| Plaster of Paris Bandgae 9Ready made ) Size 15 cm X 2.7 m | Per Roll | 76670 | | | | | |
| Plaster of Paris Bandgae 9Ready made ) Size 20 cm X 2.7 m | Per Roll | 37000 | | | | | |
| Glove Rubber Sterile,Powder free ISI mark size 6.5 inch | Per Pair | 717520 | | | | | |
| Glove Rubber Sterile,Powder free ISI mark size 7.5 inch | Per Pair | 555200 | | | | | |
| Glove Rubber Sterile,Powder free ISI mark size 7.0 inch | Per Pair | 1623218 | | | | | |
| Gloves Latex Examination Size Medium | Per Piece | 1317335 | | | | | |
| Gloves Latex Examination Size Large | Per Piece | 1039510 | | | | | |
| General Examination Gloves | Per piece | 1000000 | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Glove Non Sterile Rubber Powder fre Size 6.5 | Per Pair | 260550 | | | | | |
| Glove Non Sterile Rubber Powder fre Size 7.0 | Per Pair | 265550 | | | | | |
| Glove Non Sterile Rubber Powder fre Size 7.5 | Per Pair | 160550 | | | | | |
| Absorbent Cotton Wool IP Packet of 500 gm Net | Per Roll | 221676 | | | | | |

Total tender price (in words..... )

The price should be quoted only in Indian currency Note:

**In case of discrepancy between unit price and total price, the unit price shall prevail**. Only total landed cost per unit considered for rate comparison **(column No.7)**

**L1 will be decided based on price entered in mahatenders.gov.in site.**

Signature of the Tenderer

Name

Designation

Business address

**To be uploaded in the form of Excel.**

**Annexure XVI: PART II**

(Statement showing comparative prices offered by the tenderer in other tenders of the same product)

***ONLY FOR ADDITIONAL INFORMATION AS TO RATES OFFERD BY THE TENDERER IN VARIOUS OTHER TENDERS.***

Please mention item-wise quoted rates of different years.

| Sr. No. | Financial Year | Unit | | Unit Price offered in other Bids/ Tenders/Rate contracts (in Rs.) |
|---|---|---|---|---|
| 1. | 2021-22 | | | |
| 2. | 2022-23 | | | |
| 3. | 2023-24 | | | |

Additional rows for information of other years can be inserted.

Signature

Seal

**Annexure XVII: Production & Committed Quantity for MMGPA**

| S. No. | Item Code | Name of Drugs | Annual Production Capacity | Supply Commitment to MMGPA in nos. | Estimated Bid Quantity as per Annexure-Schedule of requirement |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |