MAHARASHTRA MEDICAL GOODS PROCUREMENT AUTHORITY

Tender for Supply of Medicines

Tender reference No: E-211/MMGPA/ Extended Half Life Factor VIII 500 IU /Vial (DHS)

1st Floor, Aarogya 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 : 022-22717502

MAHARASHTRA MEDICAL GOODS PROCUREMENT AUTHORITY

Bid Notice

Tender reference No: E-211/MMGPA/ Extended Half Life Factor VIII 500 IU /Vial (DHS)

Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai invites **ONLINE BID** for the year **2024-25** in **two envelope system** from the Manufacturers for the purchase of following items.

S. No.	Description	Approximate Quantity	Tender Fee (Rs.)	EMD (Rs.)
1	As per Annexure – D		30,000/- + 5,400/- (GST @ 18%)	3,00,000/-

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**.

BID SCHEDULE

All bid related activities (Process) like Downloading of bid document, submission of bid and submission of EMD 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 21.05.2025, 05.50 Hrs.
2	Date for Submission of Queries	Before Pre-bid meeting
3	Date of pre-bid meeting	23.05.2025 at 02:30 Hrs. (Tenderer should have to submit queries through email or hard copy before scheduled time of meeting to be held at 1st Floor, Aarogya Bhawan, Commissionerate of Health Services, Mumbai 400001)
4	Dates for uploading tender document	From 21.05.2025, 02.00 Hrs.to 03.06.2025 up to 14.00 Hrs.
5	Last date and time for submission of tender:	03.06.2025 up to 14.00 Hrs.
6	Date and time of opening of Envelope No.1	**04 .06.2025 at 14.01 Hrs.**

Address for communication : 1st Floor, Aarogya Bhawan,
St. Georges Hospital Compound,
Near CSMT Railway Station, Mumbai- 400 001.

Telephone No.: 022-22679044

A complete set of tender documents may be purchased by interested eligible bidder by online payment of a non-refundable fee mentioned against item. Bidder has to pay **online payment of bid fee through payment gateway in A/c of** "**Maharashtra Medical Goods Procurement Authority, Mumbai**" as per the table given and within time as per schedule.

As per Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, Dated 1.12.2016 - Manufacturers who are registered under "Micro & Small, Medium industries Development Act 2006" along with Government Board / Government Corporations / Government Undertakings are exempted from Bid Fee & Earnest Money Deposit.

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 reserves all the rights regarding this bid document and procedure.

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

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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 pay the EMD/Bid Security of **₹ 3,00,000/-** through online mode on https://mahatenders.gov.in.
Scope of Work	Procurement is for Supply of **/E-211** Extended half life factor VIII 500 IU /Vial **(DHS)** for use of various public health institution in Maharashtra.
Pre-bid meeting and clarifications	A Pre-Bid meeting will be held on Dt. **23.05.2025 02:30 Hrs** 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 uploa ded 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. No physical copies will been tertained from the bidders
Last Date of Submission	Proposals submitted after Dt. **03.06.2025 02:00 PM** will not be accepted by the e-Tender portal.
Tender Fee	All bidders shall pay tender fee of Rs 30,000/- **+ 5,400/- (GST @ 18%)**In case of revision of the above-mentioned tender fee, bidders shall pay revised tender fee.

TERMS AND CONDITIONS:

1. Introduction

Maharashtra Medical Goods Procurement Authority, 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 for procuring medical goods for the Public Health Department, The Medical Education & Drug Administration Department of Government of Maharashtra and other departments as mentioned in the above act.

1.1 **Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai**, hereinafter referred to as the **"Purchaser"** invites online bid in two Envelope systems for supply of item specified in **Annexure-A** Schedule of Requirements, for use in public health facilities in the State of Maharashtra.

1.2 All bid related activities (Process) like Bid Document Downloading, Bid submission and submission of EMD 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 Bidders are required to submit online bid fees (Non-refundable) as mentioned through **online payment gateway in A/c of** "**Maharashtra Medical Goods Procurement Authority, Mumbai"**. In no case, the bid fee should be mixed with EMD amount. 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 of false 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 favour 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 E-bidding process related Queries can be sent on email – eproc.support@maharashtra.gov.in /Help: The 24 x 7 Toll Free Telephonic Help Desk Number1800-3070-2232. / Mobile : +91-7878107985 , +91-7878107986 ,+ 91-7878007972 and +9-7878007973

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

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 product(s) and will not be evaluated. The Bidder should not be blacklisted for serious reasons like-Drugs 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 Tender Approval Committee (TAC)

1.8 **The case of an order not exceeding Rs-2.00 lakh in value –Penalty amount –At the rate of ½ % per week subject to maximum limit of 10 % .**

1.9 **In Case of an order of Rs 2.00 lakh and above –Penalty amount –At the rate of ½ % per week subject to maximum limit of 5 % .**

1.10 **The 5% of the cost of items not supplied will be deducted from payment as penalty**

2. Eligibility criteria:

(All documents required as mentioned are to be uploaded in the bid & non submission of any documents will be making the bid invalid).

Sr. No.	Basic Requirement	SpecificRequirement	Documentsrequired
1	**Registered LegalEntity**	The Bidder shall be any person/Company/ Society/Proprietorship/ Partnership firm/Trust registered under applicable Act in India/ Government-owned enterprise or institution The Bidder shall be – The Bidder must be a manufacturer only & having valid manufacturing license for the items quoted a. Only Manufacturer/ Importer will be allowed as Bidder. b. Any Distributors/ Suppliers/ Agents/ Authorized dealers are not eligible to participate in this Bid. c. The bidder must have its own manufacturing facility & valid Drug manufacturing license. d. Loan Licensee/ Third party Licensee is not eligible. e. Registered with the GST Authorities. f. Should have a valid PAN number.	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. Attested photocopy of valid manufacturing Drug license with product list duly approvedby the Licensing Authority for each and every product quoted as per specification in the bid. The license musthave 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.) Drug license form no. 25 or form 28 and drug renewal or retention from no. 26 as per Drugs and Cosmetics Act 1940 Copy of GST Registration certificate issued by GSTN authorities. Copy of PAN Card.
		For items manufactured outside India, the manufacturer / Importer shall submit following documents along with tender.	i. Authority letter of the original manufacturer for importing the product for which bid is offered or contract agreement between foreign manufacturer and importer. ii. Valid import license in form 10 and Form no. 41 for drugs & medical devices. iii. C.E. / USFDA certificate wherever applicable. iv. License to sell drugs/devices in India. v. Bill of entries to asses that the quoted product is imported in

			India since last 3 years. **vi. Bill of entries of the Importer for at least last three years for quoted products** vii. Original manufacturer's certificate that the product is being used in country of origin or COPP. iii. Import Export Certificate (IEC Code) ix. Affidavit of importer regarding items being imported in India for last three years, x. Bill of landing/airway bill for quoted product (s) for last 3 year showing country of origin. xi. Country of origin certificate
2	**Certifications/ registration**	WHO- GMP	Copy of WHO-GMP from Licensing Authority for Each Quoted Item.
3	**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.	Affidavit as per Annexure 10.
4	**EMD/Bid Security**	Bidders are required to pay the EMD/Bid Security of **₹ 3,00,000/-** through onlinemodeon **https://mahatenders.gov.in**in the form of bank guarantee	EMD in the form of NEFT/RTGS/BG
	EMD Exemption	If a Bidder is a 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.	• Requisite Certificate of Micro and Small-scale manufacturing industries registered under Micro, Small and Medium Enterprises development act 2006. • EM-II certificates whenever necessary
5	**Conflict of Interest**	On the 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 1
6	**Blacklisting or banned**	On the 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	Affidavit as per **Annexure 10**

		(established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	
7	**Debarment**	On the date of submission of the proposal, the Bidder should not be debarred	Affidavit as per Annexure 10.
8	**Average Annual Turnover**	Average Annual Turnover (in last three financial years 2022-23,2023-24,2024-25 as per mentioned in Annexure 4-Part-II	Certificate issued by a statutory auditor/chartered accountant (as attached Annexure-4) along with Audited Financial Statements confirming the Average Annual Turnover of the Bidder during the stated Financial Years must be submitted.
9	**NetWorth**	The net worth of the bidder in the financial year (2024-2025) should be **positive**.	Certificate issued by a statutory auditor/chartered accountant (as attached **Annexure-4).**
10	**Technical Capabilities**	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 Product as specified in the Technical Specification and in the Schedule of Requirements"**must have been supplied any of the last 3 (Three) Financial years i.e. 2022-23 ,2023-24,2024-25	As per Annexure 3.
11	**Production Capacity**	Production Capacity of the Original Drug Manufacturermust be minimum 1.5 times of the quoted order quantity in last one financial year.	Certificate of Statutory Auditor/Chartered Accountant. As per Annexure 11.
12	**Experience** **New/Drugs out of patent period**	Manufacturers must **have three completed years' experience of manufacturing and supply of quoted product in India as on date of floating of the tender** In cases involving new drugs/ drugs out of patent period it is sufficient to possess relevant market standing as applicable.	**To be established through** Bill of entries**).** Notarized/ certified copy of Drug Controller General of India, new Delhi, for permission for Items coming under, "New Drug and Fixed Dose Combinations" in form 45/46 as per Drugs & Cosmetic Act and Rules Relevant market standing certificate issued by Drug Controller.

3. Cost of bidding:

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

4. PRE-BID MEETING:

The pre-bid meeting will be held at the date, time and venue mentioned in the e-bid Notice. The bidder shall note that, any corrigendum issued regarding this bid notice will be published on the https://mahatenders.gov.in.

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

The prospective bidder(s) should submit their suggestions/ observations/ Queries if any, in writing before pre bid meeting.

Only suggestions / observations received in writing within stipulated 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. The bid 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.

Any amendment to the bid shall be placed on the e-bidding website (https://mahatenders.gov.in).

The bidder will not be communicated separately regarding the amendment.

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 reject the same.

5. Amendment of bid document:

5.1 At any time prior to the deadline for Sale of bid, the Purchaser may amend the bid documents by issuing Addendum/Corrigendum.

5.2 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.

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

6. 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 in Envelop no.2** along with EMD & Bid Fee. **All documents should be properly attested 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.

6.1 Technical Bid (Envelope No. 1):

Technical offer must be submitted online at https://mahatenders.gov.inas 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:

1. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the bidder for signing the bid document.
2. Authorization letter nominating a responsible person of the bidder to attend the meetings like pre bid & negotiation meeting.
3. Attested photocopy of valid manufacturing drug license with product list duly approved by the Licensing Authority/ State drug 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 from all such places from respective Food & Drug Administration should be enclosed. **However Loan Licensee/ third party licensee are not allowed.**
4. Proof of EMD / Bank Guarantee paid (if exempted appropriate copies for same)
5. Proof of Bid fees paid (if exempted appropriate copies for same)
6. WHO-GMP (with product list or COPP)
7. **Annexure-A**(Schedule of Requirements)
8. **Annexure-B (**Technical specifications)
9. **Annexure-C**(SCHEDULE FOR PACKING OF DRUGS AND MEDICINES)
10. **Annexure-D**
11. **Annexure-1**
10. **Annexure-2** In respect of all quoted items.
11. **Annexure-3** In respect of all quoted items.
12. **Annexure -4Part I**certified by the Chartered Accountant.
13. **Annexure -4Part II**certified by the Chartered Accountant.
14. **Annexure-5 (**DETAILS OF MANUFACTURING UNIT)
15. **Annexure-6 (**DETAILS OF ITEMS QUOTED WITH DRUG CODE)
16. **Annexure-7 (**PERFORMANCE SECURITY DEPOSIT FORM)
17. **Annexure-9 (CONTRACT FORM)**
18. **Annexure-10 (AFFIDAVIT on Non-Judicial Stamp Paper of Rs. 100/-(Original hard copy to be submitted)**
19. **Annexure-11**(DETAILS OF MANUFACTURING UNIT)
20. **Annexure-12**(Bar coding details)
21. **Annexure-13 (** Mandate Form)
22. **Annexure 14** (**Affidavit (on Rs.100/- Stamp Paper)**
23. Copies of Balance Sheet and Profit and Loss Accounts for last three years i. (2022-23, 2023-24,2024-25) certified by the Auditor. If last year's Audit report is not finalised the Tenderer should submit Provisional Audit Report signed by Chartered Accountant.
24. GST Registration certificate.
25. Copy of the GST return of last quarter.
26. Attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006.

27. EM-II certificate whenever necessary
28. Incorporation / Registration Certificate of bidder
29. Copy of permission from DCGI for "New drug & Fixed Dose Combination"

6.2 Price Bid (Envelope No. 2):

(a) All Commercial offers must be submitted online https://mahatenders.gov.inas per the instructions on the portal.

(b) Rates should be quoted in the Price Bid part-1 of **Annexure-8 only**.

(c) Part-2 of Annexure-8 Should is filled by the bidder. However it will be used only for the purpose of comparing the rates offered by the bidder in various other bidders.

(d) Price bid in Annexure-8 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.

7. Deadline for submission of bid – as per schedule mentioned in bid notice.

8. Opening of Bid:

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

8.1 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.

8.2 Opening of Price Bid (Envelope No.2):

The price bid shall be opened as per e-tendering procedure after the evaluation of the technical bid. The date and time of price bid opening will be communicated electronically through portal. .

9. Period of Validity of Bid:

9.1 The bid shall remain valid for a period of **120 days** after the **date of opening of the price bid** (Envelope No.2)

9.2 Prior to the expiration of the bid validity the Purchaser may request the bidders to extend the bid validity for the period as required by the Purchaser.

10. Earnest Money Deposit: (EMD)

10.1 All bids must be accompanied by Earnest Money Deposit (EMD – Online/BG)

10.2 If the EMD is submitted by the way of Bank Guarntee it should be in Favor of Maharashtra Medical Goods Procurement Authority , EMD below 1 lakh should be submitted Online and if the EMD is above 1 lakh it can be submitted by the way of Bank Guarntee.

10.3 EMD will be Exempted as per clause of 6.8 (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

10.4 The bids submitted without EMD will be summarily rejected.

10.5 Unsuccessful bidder's EMD will be discharged/ returned after award of contract to the successful bidder.

10.6 The bidder shall not be entitled for any interest on EMD.

10.7 The successful bidder's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.

10.8 The EMD shall be forfeited or if bidder is exempted from EMD, the bidder may be debarred/ blacklisted under the following conditions.

a) In case the bidder quotes prices higher than allowed as per DPCO, NPPA or higher than MRP.
b) Bidder fails to accept the purchase order.
c) If a bidder withdraws its tender at any stage during the bidding process.
d) In case of a successful bid, if the bid fails:
(i) To sign the Contract in accordance with terms and conditions or.
(ii)To furnish security deposit &/ or processing fee as per bid clause 15.

11. Prices:

11.1 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.

11.2 Purchases may be made on staggered basis as per the requirement of the Purchaser.

11.3 Bid has been called for in the generic names of drugs and should quote the rates for the generic products only. 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 drugs, failing which such bidders will not be taken in to account for Evaluation.

11.4 **Rates should be quoted in Indian Rupees only** for each of the required medicines separately on door delivery basis according to the unit asked for strictly as per the format of price schedule (Annexure-8). Bid for the supply of drugs, medicines, etc. with conditions like 'AT CURRENT MARKET RATES' shall not be accepted. The Purchaser shall not be responsible for damages, handling, clearing, transport charges and will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional bids are not accepted and liable for rejection.

11.5 **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.**

11.6 If at any time during the period of contract, the price of bided 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.

11.7 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 drugs 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 Purchaser and can also claim the same in the invoice.

11.8 Fall Clause:

It is a condition of the contract that all through the currency thereof, the price at which bidder will supply the stores 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 purchaser to enable him to ammend the contract rates for subsequent supplies.

12 (A) Technical specifications:

The bidder shall carefully read and understand the technical specifications, quality requirements, packing, applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from bid requirements.

(B) The bidder shall carefully read & understand the packing specifications mentioned in **Annexure C**.

13. Evaluation of bids:

13.1 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.

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

13.3 The Purchaser shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

13.4 The technical scrutiny shall be on the basis of submitted substantiation documents and relevant pharmacopoeia and Drugs and Cosmetics Act and Rule including allied standards of BIS codes as applicable pertaining to packing materials.

13.5 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.

13.6 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.

13.7 **Each item/medicine will be evaluated separately.**

13.8 Purchaser can call for original documents for verification and any other supporting documents.

14. Post Qualification:

14.1 The Purchaser will further evaluate the Bidder's financial, technical, and production capabilities based on the documentary evidence and information submitted by the Bidder as well as other information as the Purchaser deems necessary and appropriate.

14.2 A negative determination in Post Qualification will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next Bid to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

15. Security Deposit & Contract Agreement

15.1 The successful bidder shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Bid for an amount of **3 %of the contract value,** OR **as per Clause 4.6 of Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, Dated 1.12.2016** and valid up to 2 months after date of expiry of medicine of the batch last supplied 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 Security Deposit should be in the form of Bank Guarantee in favor of the **Maharashtra Medical Goods Procurement Authority, Mumbai** from any Nationalized or Scheduled bank (**Annexure-7)**

15.3 The Security Deposit will be discharged by the Purchaser and returned to the 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 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 Purchaser thinks fit and proper.

15.5 For Imported Items the bidder will enter into Tri parties agreement, the agreement will be in between Maharashtra Medical Goods Procurement Authority, Mumbai + Importer + Manufacturing Company on Non-Judicial Stamp Paper of requisite value.

16. Award of Contract:

16.1 **The Purchaser will award the Contract to the successful bidder whose bid has been determined to be responsive and has been determined to be the lowest in rate as per clause no. 11 of this bid.**

16.2 The Purchaser will place supply orders on staggered basis if required during the contract period.

16.3 A contract will not be awarded to the successful bidder if Security Deposit is not deposited by him to the purchaser within stipulated time limit.

16.4 **The successful bidder who is liable for award of contract should transfer 2% (non-refundable) of order value as processing fees in the bank account of the authority.**

17. Period of Contract:

The period of contract shall be One year from the date of signing of the contract/agreement.

18. Delivery Period:

Sr. No.	Item	Period
1	Medicines, Consumables, Instruments & Equipment's and other items except Antisera and Vaccines (Manufactured in India)	45 Days
2	Antisera & Vaccines	45 Days
3	All items manufactured outside India (except medical equipment)	60 Days

19. 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.

20. 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, a sum equivalent to 0.0714% of the

delivered price of the delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10% per G.R. dated 01/12/2016.

21. 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. 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.

22. Inspections and tests:

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

22.1 The drugs shall have the active ingredients at the maximum permissible level throughout the shelf life period of the drug. 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.

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.

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.

22.2 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 of drugs and medicines supplied failing quality tests the Purchaser is at liberty to make alternative purchase of the items of drugs and medicines 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.

22.3 **Factory Inspection: If required, as and when, factory inspection will be done before placing the purchase order**

22.4 All Vaccines and Biological products should be tested by Central Drug Lab, Kasauli, Himachal Pradesh and batch wise test report to that effect should be attached with the Supplies.

23. Cancellation of contract:

A. In case the Drugs are declared "Misbranded" 'Adulterated' & Spurious' as per Drugs & Cosmetics Act" 1940 amended form time to time:-

i. The contract of the firm 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. EMD and 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 Drugs are declared "Not of Standard Quality" as per drugs & Cosmetics Act, 1940 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 FAD 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 EMD, 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 bid's EMD, 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 drugs & other item 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 not be black listed for serious reasons like-
Drugs 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).

24. Warranty:

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

24.2 The Supplier should submit the written warranty that all goods supplied under the Contract will have at least 3/4th 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.

24.3 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.

24.4 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

24.5 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.

24.6 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.

25. Force Majeure:

25.1 For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.2 If a Force Majeure situation arises at any time during the subsistence of contract, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25.3 Force Majeure will be accepted on adequate proof thereof.

25.4 If contingency continues beyond 30 days, both parties will mutually discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on pro-rata basis.

26. Confidentiality: 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

26.1 Other persons not officially concerned with such process until the notification of Contract award is made.

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

27. Payment:

Payment against supply order issued under this bid will be made by Chief Account & Finance officer, 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 Drugs 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 13) to make the payment through RTGS/NEFT and the change of Bank Account during the validity of the bid will not be entertained normally.

27.1 The purchaser 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.

28. Corrupt or Fraudulent Practices:

28.1 The Purchaser as well as bidders shall observe the highest standard of ethics during the procurement and execution of such contracts.

28.2 "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; and.

28.3 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 purchaser 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 Purchaser of the benefits of free and open competition;

28.4 "Collusive practice" means a scheme or arrangement between two or bidders, with or without the knowledge of the Purchaser, 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.

28.5 "The Purchaser 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;.

28.6 The Purchaser 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.

29. RESOLUTION OF DISPUTE: 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.

30. ARBITRATION: 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.
The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.

31. GOVERNING LANGUAGE: English language version of the contract shall govern its Interpretation.

32. 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.

33. IDEMNIFICATION:

The supplier shall indemnify the purchaser 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 purchaser in consequence of any action or suit being brought against the supplier for anything done or omitted to be done by the supplier in the execution of the contract. The supplier shall submit an idmentity bond to this effect.

34. Jurisdiction: All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

35. 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.

Annexure-A

Schedule of Requirements:

Sr. No	Item description	Unit	Pack Form	Approximate Quantity	Delivery Period
1	Glycopegylated Extended Half Life Factor VIII 500 IU Per Vial.	Each	Vial	6130	**As per Clause 18**

Delivery Terms : **To the consignee destination on door delivery basis**

As per bid conditions

Annexure-B

TECHNICAL SPECIFICATIONS AND COMPLIANCE

Tender reference No: E-211/MMGPA/ Extended half life factor VIII 500 IU /Vial (DHS)

Item Name: Following are the minimum requirements. Products offered must meet these parameters herein.

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)	Generic Name / Brand Name (only for Importer)	Drug Mfg. License (Form 25 or 28 & 26)/ Medical devices/ Import License (Form 10 & 41)	MSME/ SSI	Remarks, if any
	A	B	C		D	E	F	G
1	Extended Half Life Factor VIII 500 IU /Vial	Glycopegylated Extended Half Life Factor VIII 500 IU Per Vial.						

Note: **Pharmacopoeia standards IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of Drug and Cosmetics' Act.**

Active ingredient used in formulation of item quoted shall be of mentioned Pharmacopoeia quality & Specifications.

Sign

Date

Stamp

Annexure-C

SCHEDULE FOR PACKING OF DRUGS AND MEDICINES:

I.SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES GENERAL SPECIFICATIONS: All drugs should be packed & Supplied in Prescribed packing only &as per standard guide lines 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 (MMGPA) - 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.
13. **Primary Package**: 10 Tablets/Capsules or multiples of 10 should be packed in an Aluminum strip / Aluminum – P V C blister pack

Aluminum strips: Thickness of Aluminum foil: 40 micron with LDPE 25 micron coating/heat seal lacquer

PVC Film : Transparent, clear/amber, food grade, blister forming PVC film, Film gauge – 200 microns, P E coating : 25 microns, PVdC coating : 60 gsm

Aluminum foil: Hard tempered Blister foil, VMCH coated, Thickness: 0.025 mm

Secondary Package: The strips should be packed in boxes for easy handling, transport and distribution. The box may contain 10 strips. It shall be fabricated from Millboard/grey board/cardboard with minimum of bursting strength of 400 gsm

Tertiary Package: 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.

Bar-coding: - Bar-coding should be on secondary & tertiary packing only of supplied item at consignee level. Guidelines for bar coding implementations were uploaded on http//arogya.maharashtra.gov.in

2D Bar coding as per GST standard should be done on tertiary packing of the supplies asper the specifications given in Annexure 13

IV. Case Identification

All cases should prominently indicate the following

1. Purchaser's line and code numbers
2. The generic name of the product
3. The dosage form (Tablet, Ampoule, Syrup)
4. Date of manufacture and expiry (month and year) (in clear language not code)
5. Batch number
6. Quantity per case (Carton containing -------- secondary packages)
7. Special instructions for storage and handling
8. Name and address of manufacture 9. Any additional cautionary statements.

V. Marking:

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

Annexure - D

Sr. No	Name of Medicine	Technical specification	Quantity
1	Extended Half Life Factor VIII 500 IU /Vial	Glycopegylated Extended Half Life Factor VIII 500 IU Per Vial.	6130

ANNEXURE -1

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)

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

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 and your Acceptance of 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.

Signed: _____

Date: _____

In the capacity of _____

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

Signature &Stamp of Bidder

Note: This form must be signed & Stamped in original to be submitted to this office along with online Bid Fee + EMD and affidavit in Annex. 10

ANNEXURE –2

Certificate from respective state drug authority

(To be submitted on official letter of drugs authority and stamped with Govt. Seal)

FDA Reference no. Date-

1. Name of the firm :M/S.---------- Address _____

Telephone _____ email- _____

Telefax _____ website----------

The firm is holding following valid and own manufacture &distributor license /licenses and have approved and valid manufacture &distributor facilities at following location/s as per World Health Organisation Good Manufacture &distributor Practices (WHO/GMP Certification) at following locations/facilities and they are manufacture &distributor the following products since the last 3 years under the license mentioned below. It is further certified that the following products are also being marketed for the last three years.

Name of Firm: _____

Sr. No. of the item as in tender enquiry	Name & Specification of the item	Date of issue of Mfg. license for the product	Date of marketing the 1st batch	Actual production details						Remark's
				2022-23		2023-24		2024-25		
				Batch No.	Batch size/ Quantity	Batch No.	Batch size/ Quantity	Batch No.	Batch size/ Quantity	

2.Drug license No.1)---------- Date of issue- Valid till date-----

Location address----------

3.Drug License No.2)---------- Date of issue- Valid till date-----

Location Address----------

4.Drug License No.3)---------- Date of issue- Valid till date-----

Location Address----------

5.All the above licenses are valid, own licenses and not loan licenses

6. M/s._____ _(Name Of firm) is properly registered to supply Medicines / Medical devices and is in good legal and statutory standing and is

licensed as a primary manufacturer of the range of Medicines/Medical devices to be offered. (The list of medicines/medical devices for which tenderer wishes to participate is attached herewith).

7. No product from this list attached herewith, manufactured by the firm had been declared of substandard quality/ spurious/ counterfeit as defined under prevailing Drug & Cosmetics Act and rules there under during last 3 years.
8. The firm have not been prosecuted or convicted and license of the firm had not been suspended even for one day under prevailing Drug & Cosmetics Act and rules there under during last three years
9. No administrative action or prosecution is contemplated or launched against the manufacturer under the Drugs & Cosmetics Act, 1940 & Rules there under in respect of any of the drugs, surgical items, medical device offered by him in the tender mentioned in the list attached herewith, during last three years .
10. During the preceding three (3) years there is no instance of suspension or cancellation of a part of a licence, issued to the manufacturer, in respect of any of the drugs, surgical items, medical device which are offered by the manufacturer in the tender mentioned in the list attached herewith, on account of drugs & cosmetic act under tender being not of standard quality.
11. The department wise approved production capacities for _____(Name of firm) are as follows:
    The prequalified installed capacity for this firm is as follows:

    Annual Capacity –

    A. Non- Sterile Tab/Cap, Liquid orals etc.

    B. Sterile – Injections/ I.V. Fluids/ Ophthalmic/, External etc.

12. M/S_____(Name of firm) retains full records of production batches and quality control test results, and will exhibit these on request.
13. M/S_____(Name of firm) has at least three years‟ experience in the manufacture &distributor of specific dosage forms it will bid on, and has three years or more experience in producing any product covered by this Invitation for Bids.
14. M/S_____(Name of firm) has experience with the knowledge of modes of packing, distribution, and transportation of Medicines similar to that of the Purchaser in terms of level of development, climate, etc.

We hereby certify that the above information is true and accurate to the best of our knowledge. We understand that the provision of information that is later found to be false is sufficient justification for disqualification.

Signature of Officer
In relevant Drug Control authority Date: _____
Full Name (Printed) _____
Position of Officer

In relevant Authority _____

Signature of the Manufacturer

Signature of the State Drug Commissioner along with address And seal

Note: Firm will have to produce documentary evidence respect of production as and when asked for

ANNEXURE-3

PROFORMA FOR PRODUCTION AND SALE STATEMENT

(For a period of last 3 Years)

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	Batch No.		PO Copy enclosed on Pg. No.
							Manufactured Qty	Sold Qty	
1	**2022-23**								
2	**2023-24**								
3	**2024-25**								

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 under signed 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-**4 (Part I)**

ANNUAL TURNOVER STATEMEMT F0R THREE YEARS

(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	**2022-23**		
2	**2023-24**		
3	2024-25		
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., 2022-23, 2023-24, 2024-25 as per the Audited Financial Statements.

For the purposes of this RFP, net worth (the "**Net Worth**"), in case of Company shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

For other eligible entities, the Net Worth shall mean the amount derived by subtracting the liabilities from the corpus and reserve amounts as certified by the chartered accountant/statutory auditor having valid registration.

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 4 – (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 (in Rs.)	Turn Over 2022-23 (in Rs.)	Turn Over 2023-24 (in Rs.)	Turn Over 2024-25 (in Rs.)	Average Annual Turn Over (in Rs.)
1	Extended Half Life Factor VIII 500 IU /Vial	2,25,00,000/-				

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-5

DETAILS OF MANUFACTURING UNIT

1. **Name of the tenderer :**
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 in terms of unit packs: :**

(a) Tablets :

(b) Capsules :

a. General :

b. Beta - lactam :

(c) Injections:

a. Ampoules:

c. Vials:

c. I.V. Fluids:

d. Sterile Powder:

Date:

Seal

Signature
Chartered Accountant
Name (in capital letters)

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

ANNEXURE-6

DETAILS OF ITEMS QUOTED WITH DRUG CODE

1. Name of the firm:

2. Address as given in drug licence:

3. DrugLicence No. in Form 25 &28:

4. ImportLicence No. :

5.Date of issue:

6. Validity:

7. Revised Schedule M compliance Certificate obtained on:

8. Non-conviction Certificate obtained on:

9. Market standing certificate obtained on:

10. Details of endorsement for all products:

Sr. No.	Drug code	Drug name	Specifications IP/BP/USP	Date of endorsement obtained from State Drugs Commissioner	Whether Endorsement is in Generic or Brand Name

Add As Many Rows You Want to Add

(Additional column should be inserted asking date of permission from CDSCO, in case of all newly introduced drugs and Fixed dose combinations)

ANNEXURE -7

PERFORMANCE SECURITY DEPOSIT FORM

To,

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

WHEREAS..... (Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated, 200.... To supply..... .....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Nationalised or Scheduled Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby expressly, irrevocably and unreservedly affirm that we are Guarantors and responsible to you, on behalf of the

Supplier, up to a total of..... ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. 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. 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. Our liability under this guarantee will cease to be valid even if the guarantee deed is not returned to us. This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent. This guarantee shall be governed by Indian Law

This guarantee is valid until the .....day of.....202.....

Signature and Seal of Guarantors

.....

.....

.....

Date.....2023.

Address.....

ANNEXURE-8 (Part-I)

(PRICE BID FOR THE CURRENT TENDER)

(To be kept in Envelope No. 2)

Item Description	Unit	Quantity	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. (3 x7)
1	2	3	4	5	6	7	8
Extended Half Life Factor VIII 500 IU /Vial (Glycopegylated Extended Half Life Factor VIII 500 IU Per Vial.)	Per Vial	6130					

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.

Signature of the Tenderer

Name

Designation

Business address

A separate price schedule to be used for each item while quoting rates. Each price schedule to be sealed in separate envelope mentioning PRICE BID for Item _____. All such price schedule should be enclosed in envelop no. 2 which should be sealed.

To be uploaded in the form of Excel.

ANNEXURE-8 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 TENDES.

Please mention quoted rates of above item of differentyears

Sr. No.	Year	MRP per unit	Price as per DPCO/ NPPA	Unit Price offered in other Bids/ Tenders/Rate contracts					
				HBPCL	DMER (Govt. of Maha.)	MCGM	ESIC	Other State Govt.(s)	Tenders of Central Govt.
1	2022-23								
2	2023-24								
3	2024-25								
Additional rows for information of other years can be inserted									

Signature

Seal

ANNEXURE-9

CONTRACT FORM

(Stamp duty as applicable as per MSA)

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

WHEREAS the Purchaser 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) (Hereinafter called "the Contract Price"). Whereas the supplier has deposited a Bank Guarantee of Rs..... (Rs. in words.....) as performance security towards the fulfilment of this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The contractor has accepted the contract on the terms and condition set out in notice No.---------- as well in the Acceptance Latter 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 Purchaser's Notification of Award.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser 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 Managing Director 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 fulfil the agreement as certified in writing by the Managing Director 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 contract at any time upon giving one month's notice in writing without compensating the Supplier.

8. The Supplier has fully read understood & shall abide by all the term and conditions as stipulated in Bidder 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 Contract 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.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED *	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
					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 part and panel of contract.

4.All term and conditions applicable as per Maharashtra Government Resolution by Industries, Energy & Labour Department, Maharashtra State, Dated-01/12/2026-Entities Who are Registerd under Micro, Small and Medium Enterprises development act 2006 are exempted from paying Tender form fees and Earnest Money Deposits

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
Said..... (For the
Purchaser) 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. **Annexure -1**
2. Proof for deposit of Tender fee
3. Proof for deposit of EMD
4. **Annexure -10**

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- 10

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: E-211 /MMGPA/ Extended Half Life Factor VIII 500 IU /Vial (DHS)

1. This is to certify that the rates quoted in the above bid are not higher than D.P.C.O., N.P.P.A, or not higher than MRP.

2. I/We undertake to provide the drugs/medicines/equipment's as required by Maharashtra Medical Goods Procurement Authority, Mumbai and there will be no deviation in composition, quality, packing etc.

3. 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."

Seal **Signature**

Date

Place

ANNEXURE- 11

DETAILS OF MANUFACTURING UNIT

(The details of manufacturing facility to be furnished)

Name of the Bidder and Office Address	:
Factory Address	:
PAN	:
GST No.	:
Phone Nos.	:
Fax	:
E-Mail	:
Date of Inception	:
License No. & Date	:
Issued by	:
Valid up to	:
Details of installed Production Capacity	:

Details of Installed Production Capacity for 30 days
(In Terms of Unit Packs)

Tablets :

Capsules

General :

Beta-Lactum :

Injection

Ampoules :

Vials :

I.V.Fluids :

Sterile Powder:

Liquids

Suspension :

Syrups :

Drops :

Ointment :

Powders :

Antiseptics/
Disinfectants :

Name & designation of the authorized signatory:

Specimen signature of the authorized Signatory:

*The details of manufacturing unit should be for the premises where drugs quoted are actually manufactured

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- 12

Bar coding details

BOX NO :

PO NUMBER :

SUPPLIER CODE :

SUPPLIER NAME :

DRUG CODE :

DRUG NAME :

BATCH NO :

MFG DATE :

EXPIRY DATE :

BATCH QUANTITY :

INVOICE NO :

D C NO :

ANNEXURE- 13

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 Mobile No. /Phone No. E-mail address	
04	Name and designation of the authorized company official Mobile No. /Phone No. E-mail address	

Bank Details

01	Name of the Bank Branch Name & Address; Branch Code No. Branch Manager Mobile No. Branch Telephone no. 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)	

(in lieu of the bank certificate to be obtained, 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 agree 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

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ANNEXURE -14

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 security of the contract. I hereby agree to the conditions mentioned below:-

1. I am liable for action under Indian Penal Code for submission of any false/ fraudulent paper/information submitted in envelop no.1
2. I am liable for action under Indian Pinal Code if during contract period and 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.
3. 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 (finalization of final bill).

Signature of Bidder

Seal of Company