

**MAHARASHTRA MEDICAL GOODS**  
**PROCUREMENT AUTHORITY**

**Tender for Supply of Hospital Supplies**  
**(DHS) (2025-26)**

**Tender Reference No.: RRT-151/MMGPA/ Hospital Supplies (DHS-2025-26)**

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

Website: <http://mmgpa.maharashtra.gov.in>

Email: [maha.mmgpa2023@gmail.com](mailto:maha.mmgpa2023@gmail.com)

Phone: 022-22717527,

## **Disclaimer**

The information contained in this Tender Document or provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of MMGPA, or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document 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 and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document 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 Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender Document 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 requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

MMGPA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. MMGPA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding

process.

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## Abbreviations & Glossary

<b>Abbreviations and Acronyms</b>	<b>Description</b>
<b>BG</b>	Bank Guarantee
<b>BOM/BOQ</b>	Bill of Material/Quantity
<b>CA</b>	Chartered Accountant
<b>CBS</b>	Cost Based Selection
<b>CRC</b>	Consignee Receipt certificate
<b>DPIIT</b>	Department for Promotion of Industry and Internal Trade
<b>EMD</b>	Earnest Money Deposit
<b>EM-II</b>	Entrepreneurs Memorandum
<b>FEMA</b>	Foreign Exchange Management Act
<b>GST</b>	Goods and Services Tax
<b>ISO</b>	International Organization of Standardization
<b>LLP</b>	Limited Liability Partnership
<b>MMGPA</b>	Maharashtra Medical Goods Procurement Authority
<b>MSME</b>	Ministry of Micro, Small & Medium Enterprises
<b>NEFT</b>	National Electronic Funds Transfer
<b>PAN</b>	Permanent Account Number
<b>PO</b>	Purchase Order
<b>RTGS</b>	Real Time Gross Settlement
<b>SSI</b>	Small-scale industries
<b>Bin</b>	Foot Operated Pedal Bin or Bucket for Bio for Medical Waste Collection

# MAHARASHTRA MEDICAL GOODS PROCUREMENT AUTHORITY

## Bid Notice

**Tender reference No: RRT-151/MMGPA/ Hospital Supplies (DHS-2025-26)**

Chief Executive Officer, Maharashtra Medical Goods Procurement Authority invites **ONLINE BID** for the year **2025-26** in **two envelope system** from the manufacturers/ authorized distributors for the purchase of following items:

### **Schedule of requirements:**

S. No.	Description	Tender Fee (Rs.)	EMD (Rs.)
1.	As per Appendix– A	30,000/- + 5,400/- (@18% GST)/-	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://www.gem.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.

## **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 below:

<b>Sr. No.</b>	<b>Activity</b>	<b>Period</b>
1.	Period of sale of Tender Document /download	From 10.07-.2025 05.30 PM
2.	Date for submission of queries	Before Pre-Bid Meeting
3.	Date of pre-bid meeting	15-.07-.2025 12.30 PM (Bidder should have to submit queries through email or hard copy before scheduled time of meeting to be held at 1 <sup>st</sup> Floor, Aarogya Bhawan, Commissionerate of Health Services, Mumbai 400001)
4.	E- tender submission duration	from 10.07-.2025, 5:30 PM .to 21 .07-.2025 up to 2:00 PM
5.	Last date and time for submission of Bid (“Bid Due Date”)	<b>21.07-.2025 02:00PM</b>
6.	Date and time of opening of Technical Bid (envelope No.1)	<b>22.07.2025 02:00PM</b>
7.	Date and time of opening of Price Bid (envelope No.2)	To be notified to the technically qualified Bidders.
8.	Validity of Bids	<b>180 days from the Bid Due Date</b>

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

Tender Document is available to be downloaded from the <https://www.gem.gov.in> (“e-Tender Portal”), however at the time of submission of Bid, any interested eligible bidder would be required to pay EMD, by online payment on the e-Tender Portal, subject to clause 3.4, and enclose a copy of the receipt of payment with the Technical Bid.

**As per Revised Manual of Office Procedures for Procurement by the Government Department issued through Government Resolution no. Bha.kha.sa-2014/ Pra. Kra. 82/Section-III/Industry-4 by Department of Industry , Energy & Labour, Government of Maharashtra, dated 01.12.2016 – Bidder including Government Boards/Corporation/Undertakings and manufactures/ suppliers who are MSEs registered under “Micro, Small and Medium Enterprises Development Act 2006” are exempted from paying Tender Fee and Earnest Money Deposit.**

Non-payment of Earnest Money Deposit, unless exempted herein, will result in the rejection of the bid summarily without any notice. The conditional bid shall be rejected

Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai reserves all the rights regarding this Tender Document and the procedure outlined therein

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

MMGPA TENDER



## **Fact Sheet**

<b>Clause Reference</b>	<b>Topic</b>
<b>Price Bid Evaluation</b>	<i>The method of selection is LCBS (Least Cost Based Selection-L1)</i>
<b>Downloading of Tender Document</b>	Tender can be downloaded from <a href="https://www.gem.gov.in">https://www.gem.gov.in</a> (e-Tender Portal).
<b>Earnest Money Deposit (EMD)</b>	Bidders are required to pay the EMD/Bid Security of ₹ 3,00,000 /-through online mode on <a href="https://gem.gov.in">https://gem.gov.in</a> .
<b>Scope of Work</b>	Procurement is for supply of Bins for use of various public health institution in Maharashtra.
<b>Pre-bid meeting and clarifications</b>	A Pre-Bid Meeting will be held on 15.07.2025 at 12:30 PM Bidder may submit queries through email or hard copy before scheduled time of pre-bid meeting.
<b>Language</b>	Bids should be submitted in the English language only.
<b>Taxes</b>	For all goods 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
<b>Bid Validity</b>	Bid must remain valid till 180 days from the Bid Due Date.
<b>Submission of Responses</b>	Bidders must upload and submit all the documents on the e tendering portal <a href="https://gem.gov.in">https://gem.gov.in</a> <i>Each of the above documents must be uploaded in the format specified for this purpose.</i>
<b>Submission of Bids</b>	This is online process; interested bidders are required to submit the Bids online only by the date and time specified in the Tender Document.
<b>Last Date of Submission ("Bid Due Date")</b>	Bids submitted after 21.07.2025 02:00 PM will not be accepted by the e-Tender Portal.

## **Section 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) (“Act”). MMGPA works as a single point procurement of certain medical goods and execution of turnkey projects with highest standards of transparency, fairness, equity and for timely supply at optimum and uniform rates and of desired quality and quantity for the Public Health Department, Medical Education & Drug Department of Government of Maharashtra and other departments as mentioned in the said Act. To meet the objective of the Act, MMGPA in exercise of its powers under section 36 of the Act issued the regulations named, Maharashtra Medical Goods Procurement Authority Regulations, 2025 (“Regulations”) as amended from time to time.

- 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 ‘Appendix-A Schedule of Requirements’, for use in public health facilities in the State of Maharashtra. Any applicable orders/ circulars issued by Govt. of Maharashtra from time to time will be applicable to this bidding process.
- 1.2. All bid related activities (process) like Tender 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://gem.gov.in/> and the Tender Document 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 Tender Document.
- 1.4. The quantities mentioned in the Bid are only approximate estimated quantities (“Tendered Quantity”). 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 thereof.
- 1.5. If any Bidder wishes to lodge any complaint regarding the evaluation of his Bid, the Bidder shall submit the complaint to MMGPA within 48 (forty-eight) hours from the declaration of Bidders whose Bids are technically qualified along with deposit of Rs. 50,000 (Rupees Fifty Thousand only) in favor of Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai in the form of deposit. This complaint will be submitted to appropriate forum along with facts. The amount so deposited shall be refunded, if after scrutiny the complaint is found to be true by the appropriate forum. 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 <https://gem.gov.in>.

Sd/-

Chief Executive Officer,  
Maharashtra Medical Goods  
Procurement Authority Mumbai

## **Section 2: General Definitions and Interpretation**

### **2.1. Interpretation**

- 2.1.1. The terms and conditions of the e-Tender Portal shall be read harmoniously with the terms and conditions of this Tender Document, however, in case of any discrepancy, the terms and conditions of this Tender Document shall prevail over the terms and conditions of the e-Tender Portal.

### **2.2. Definitions**

- 2.2.1. **“Applicable Laws”**: shall mean all laws and regulations brought into force and effect by Government of India, the Government of Maharashtra. Food and Drug Administration including the CDSCO norms, Drugs and Cosmetics Act, 1940, Medical Device Rules, 2017 (MDR), rules, regulations, notifications, directives, policies and office memorandums, made thereunder and as amended from time to time and judgements, decrees, injunctions, writs and orders of Hon’ble Supreme Court or High Court, applicable to this Tender Document and the exercise, performance and discharge of the respective rights and obligations of the parties hereunder, as may be in force and effect during the tenure of the Tender Document or Contract.
- 2.2.2. **“Bid”**: shall mean the technical and financial proposal submitted by the Bidder in response to this Tender Document by way of two envelopes, namely, envelope no. 1 (‘Technical Bid’) and envelope No. 2 (‘Price Bid’), collectively.
- 2.2.3. **“Blacklisting” or “Debarring”**: The occurrence of any event, as mentioned hereinbelow, shall make the Bidder ineligible from participating in the future bids of Purchaser for a period of 3 (three) years, as specified in the blacklisting order. The period of Blacklisting/Debarring shall be decided on the basis of number/nature of violations of the tender conditions and the loss/hardship caused/likely to be caused to the Purchaser on account of each such violations, generally relating to:
- a) supply of substandard or misbranded goods or manufactured/imported in contravention of any of the laws of the land and/ or,
  - b) indulging in unethical practices as detailed in Clause 3.21 and/ or,
  - c) indulging in fraudulent practices at the time of making the bid or at any time during the validity of the tender or the contract thereof. The event will include, among all other things, making false/misleading declarations statements, presenting false/ misleading/ fabricated/ forged document(s), trying to influence/ affect/ stall the tender/ procurement/ payment processes in anyway, making false/ baseless complaints about other bidders or bids or any person/organization/related to the tender activities etc., and such activities as specified in the Tender Document.
- 2.2.4. **“BOQ”**: Bill of Quantity or the Schedule of Quantity in which the rates are to be filled in by the Bidder or commonly called the Price Bid.
- 2.2.5. **“Contract”**: shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery

instructions and specifications, etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC, as the case may be.

- 2.2.6. **“Government”**: means the Government of India or the Government of Maharashtra, as the case may be, and includes agencies and public sector enterprises under it, in specific contexts.
- 2.2.7. **“MMGPA” or “Purchaser”**: shall mean Maharashtra Medical Goods Procurement Authority.
- 2.2.8. **“Notification of Award” or “NoA”**: shall mean to be an intimation informing the successful Bidder, the approximate quantity for which the Tender Document is awarded and requiring the Bidder to accept and fulfill the Purchase Order in the prescribed format and to submit the Performance Security within a specified time so as to become a Supplier.
- 2.2.9. **“Period of Contract”**: the rate price mentioned for the Bins by the Bidder shall be valid for a period of one year from the date execution of Contract.
- 2.2.10. **“Price Bid”**: shall have the meaning as ascribed to it in Clause 3.5 of this Tender Document.
- 2.2.11. **“Purchase Order”**: shall mean an order issued by the Purchaser to the Supplier informing to supply the required quantity of the Bins at the quoted price and to supply to various consignees as mentioned in the purchase order.
- 2.2.12. **“Revised Manual of Office Procedures for Procurement by Government Departments”**: Government Resolution no. Bha.kha.sa-2014/ Pra. Kra. 82/Section-III/Industry-4, dated 1.12.2016 issued by Department of Industries and Labour, Government of Maharashtra and any subsequent amendments/revisions thereto.
- 2.2.13. **“Risk Purchase”**: shall mean the additional cost incurred by the Purchaser in making alternate purchases of the quantity defaulted by the Supplier from other sources at a higher cost as compared to Price Bid quote.
- 2.2.14. **“Supplier”**: is the selected Bidder(s) to whom Purchase Order(s) is placed on fulfilling the qualification criteria and terms and conditions laid down in this Tender Document.
- 2.2.15. **“Tender Document”**: The document published by the Purchaser containing the details of the Bin(s) to be purchased, the quantity and delivery, and which includes designs, specifications, quality requirements and other specific/general conditions which will govern the Purchase Order(s) on acceptance of the Bid.
- 2.2.16. **“Unit”**: means the single unit of the Bin(s) for which rates are to be quoted and to be made available on demand. The rate to be given on the Price Bid shall be quoted for this basic unit as mentioned in the BOQ.

**Note:** The words and expressions used in this Tender Document, but not defined, shall have the same meaning as respectively assigned to them under the prevailing Applicable Laws.

### **Section 3: General Terms and Conditions**

This section deals with the general conditions of contract and contains the following terms & conditions governing the Tender Document.

#### **3.1. Responsibility of verification of contents of Tender Document**

- 3.1.1. It shall be the responsibility of the Bidder to read/examine all instructions, forms, terms and specifications in the Tender Document and confirm that the required documents as specified in Clause 3.5 are duly uploaded. Failure to furnish any information required by the Purchaser in any respect shall result in the rejection of bids, without any notice.

#### **3.2. Authorized Signatory for the Tender Document**

- 3.2.1. Only authorized signatory identified and nominated in power of attorney submitted in the format prescribed in Annexure 7, shall be eligible to sign all documents and annexure related to the Tender Document. It is advisable for the Bidder to authorize only that person for this Tender Document, who is salaried employee of the Bidder. Further, the Bid shall be typed or written in indelible ink and the authorized signatory of the Bidder shall alone digitally sign and upload all required documents and annexures. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers.

#### **3.3. Period of Validity of Bid**

- 3.3.1. The bid shall remain valid for a period of 180 days from the Bid Due Date (envelope no.1). Prior to the expiration of the bid validity the Purchaser may request the Bidder(s) to extend the bid validity for the period as required by the Purchaser.

#### **3.4. Earnest Money Deposit (EMD)**

- 3.4.1. All bids must be accompanied by Earnest Money Deposit as indicated in Bid Notice.
- 3.4.2. The payment of Earnest Money Deposit shall be made only online through payment gateway on the e-Tender Portal and any other form such as cheque/cash/postal order will not be accepted. Subject to clause 3.4.7, the bids submitted without EMD will be summarily rejected.
- 3.4.3. Unsuccessful Bidder's EMD will be discharged/ returned within 2 months after acceptance of NoA by the successful Bidder.
- 3.4.4. The Bidder shall not be entitled for any interest on EMD.
- 3.4.5. The successful Bidder's EMD will be discharged after signing the Purchase Order and submitting the Performance Security & processing fee as stipulated.
- 3.4.6. Without prejudice to any other right or remedy that may be available to the Purchaser under the Tender Documents and/ or under the Purchase Order, or otherwise, the Purchaser may forfeit the EMD and/or blacklist the Bidder upon occurrence any of the below-mentioned circumstances:
- i. a Bidder engages in an Unethical Practice as defined in Clause 3.21 of this Tender Document; or

- ii. a Bidder withdraws its Bid during the period of Bid validity as specified in this Tender Document and as extended by mutual consent of the respective Bidder(s) and the Purchaser; or
- iii. the Selected Bidder fails within the specified time limit -:
  - a. to sign and return the duplicate copy of NOA; or
  - b. To sign the Purchase Order in accordance with terms and conditions or.
  - c. To furnish Performance Security and processing fee within the period prescribed therefor in this Tender Document.

3.4.7. Exemption for payment of EMD as per the Revised Manual of Office Procedures for Procurement by Government Departments (including 'Appendix-8 Tender Form Fee and Earnest Money Deposits').

Micro and small-scale manufacturing industries registered under Micro, Small and Medium Enterprises development act 2006 are exempted from paying EMD.

The above exemption is subject to submission of copy of Udyam Registration Certificate' or any other valid registration certificate/proof notified by the Government of India in respect of the Bin(s) manufactured and quoted by them for participation in this Tender Document floated by Purchaser.

### **3.5. Submission of Bids**

3.5.1. The bid should be submitted online through website <https://www.gem.gov.in> ("e-Tender Portal") in two envelopes i.e. Technical Bid in envelope no.1 & Price Bid in envelope no.2. All documents should clearly legible & properly signed, sealed and then uploaded.

3.5.2. The Bid is to be submitted in accordance with the document downloaded including corrigendum issued thereto from the E-Tender Portal or the Official Website. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Purchaser and shall ensure that there are no changes caused in the content of the downloaded document.

To prepare and submit the bid 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 Portal or helpline numbers may guide you for obtaining the same.

#### **3.5.3. Technical Bid**

The Bidder shall submit its qualifications/technical proposal in envelope no.1 ("Technical Bid"). The Technical Bid must be submitted online at the e-Tender Portal as per the instructions on the e-Tender Portal. The Bidder must upload the below-mentioned documents in the provided sequence/order, in PDF only along with the table of contents. The following documents are mandatory and the documents comprising the Bid shall also include:

1. The Bidder should have BIS or ISO13485 certificate for the product quoted.
2. Proof of EMD paid (if exempted as per Clause 3.4.7, attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006).

3. Incorporation / Registration Certificate of Bidder along with charter documents as per nature of entity of the Bidder
4. Appendix-A (Schedule of Requirements)
5. Appendix-B (Checklist)
6. Annexure-1 (Technical Specifications and Compliance)
7. Annexure 2: (Letter Comprising the Technical Bid)
8. Annexure 3: (Performa for Production and Sale Statement)
9. Annexure 4: (Annual Turnover statement for three years along with copies of balance sheet and profit and loss accounts for last three years i.e., (2022-23, 2023-24, 2024-25) certified by the Statutory Auditor or Chartered Accountant.)
10. Annexure 5: (Affidavit for Blacklisting)
11. Annexure 6: (Litigation Affidavit)
12. Annexure 7: (Format of Power of Attorney for signing of Bid) except for proprietorship.
13. Annexure- 8(Details of Manufacturing Unit)
14. Annexure-9 (Manufacturer's Authorization Form)
15. Annexure-10 (Compliance sheet for Eligibility Criteria)
16. Annexure-11 (Mandate Form).

**Other Documents:**

1. Schedule-1 (Purchase Order Form)
2. Schedule-2 (Performance Security form)
3. Schedule-3 (Place of Delivery)

Note: In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided.

3.5.4. Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-Tender Portal for bidding, shall not be entertained and shall be rejected.

**3.5.5. Price Bid (envelope no. 2):**

- i. The specifications of each Bin should be as per specifications given in Appendix A. Any variation, if found, will result in rejection of the Bid/Bin.
- ii. The Price Bids of only those Bidders who qualify in the technical evaluation as per the terms herein, alone will be eligible for opening and evaluation of their Price Bid. Every Bidder shall submit their rates in the prescribed format in the e-Tender Portal in Indian Rupees only for each of the required Bins separately on 'door delivery basis' / 'for destination' according to the unit in which prices has been sought. The Price Bid shall be submitted only online in the format given.

- iii. Price Bid should not be submitted in Technical Bid. If the Price Bid is submitted as part of the Technical Bid, the Bid will be rejected. Bid for the supply of Bins with conditions like 'At Current Market Rates' shall not be accepted. The Purchaser shall not be responsible for damages, handling, clearing, transport charges and the same will not be paid. The deliveries should be made as stipulated in the Purchase Order placed with successful Bidder. Conditional bids are not accepted and liable for rejection.
- iv. The price shall be quoted on unit mentioned in the format and not in respect of any other supply units. Any corrections in future in any respect shall not be entertained.
- v. 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 Period of Contract, 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 Bins 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. Similarly, in case of reduction in GST / other taxes, the Purchaser will pay the reduced the GST / other taxes amount from the effective date of reduction in the aforesaid GST / other taxes.
- vi. **Fall Clause:** During the Period of Contract, the price at which Supplier will supply the Bins shall not exceed the lowest price charged by Supplier to any other customer during the Period of Contract and in the event of Supplier supplies Bins to any other customer at a price below the price bid of Supplier, it shall promptly furnish such information to Purchaser in order to correspondingly revise the rate of subsequent supplies.
- vii. The rates accepted by the Purchaser shall be binding on the Bidder during validity of the Bid and after execution of Contract for at least one year from the date execution of Contract. Any increase in the price will not be entertained till the completion of the Period of Contract.
- viii. Purchases may be made on staggered basis as per the requirement of the Purchaser.

### **3.6. Language**

- 3.6.1. The Bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **3.7. Format of Bid**

- 3.7.1. The Bidder shall provide all the information sought under this RFP. The Purchaser will evaluate only those Bids that are received in the required formats, in specified sequence, duly paginated and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.



### **3.8. Number of Bids and Cost of bidding:**

- 3.8.1. No Bidder shall submit more than one Bid under the Tender Document. A Bidder applying shall not be entitled to submit another Bid.
- 3.8.2. 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.

### **3.9. Amendment of Tender document:**

- 3.9.1. At any time prior to the deadline for submission of bid/ Bid Due Date, the MMGPA may amend the bid documents by issuing Addendum/Corrigendum. Any amendment to the bid shall be placed on the e-Tender Portal (<https://www.gem.gov.in>). The Bidder will not be communicated separately regarding the amendment.
- 3.9.2. Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender Document. And it will be assumed that the information contained in the amendment will have been taken into account by the Bidder. Any addendum / corrigendum thus issued hereunder shall be hosted on the E-Tender portal
- 3.9.3. 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.

### **3.10. Acknowledgement by Bidder**

- 3.10.1. It shall be deemed that by submitting the Bid, the Bidder has:
- i. made a complete and careful examination of the Tender Documents.
  - ii. received all relevant information requested from the Purchaser.
  - iii. satisfied itself about all matters, things, and information necessary and required for submitting an informed Bid, signing of the Purchase Order in accordance with the Tender Document and performance of all of its obligations thereunder.
  - iv. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Purchaser, or a ground for termination of the Contract by the Supplier;
  - v. acknowledged that it does not have a Conflict of Interest; and
  - vi. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.10.2. The Purchaser shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender process or the bidding process, including any error or mistake therein or in any information or data given by the Purchaser.

### **3.11. Right to accept or reject any or all Bids.**

- 3.11.1. Notwithstanding anything contained in this Tender Documents, the Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefor. In the event that the Purchaser

rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.11.2. The Purchaser reserves the right to reject any Bid if:

- i. at any time, a material misrepresentation is made or uncovered, or
- ii. the Bidder does not provide, within the time specified by the Purchaser, the supplemental information sought by the Purchaser for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

3.11.3. If disqualification/ rejection of a Bidder occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the Purchaser reserves the right to:

- i. invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the Tender Documents; or
- ii. take any such measure as may be deemed fit in the sole discretion of the Purchaser, including annulment of the bidding process.

3.11.4. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence of Purchase Order that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the NOA or entering into of the Contract, and if the Bidder has already been issued the NOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the Purchaser to the Bidder, without the Purchaser being liable in any manner whatsoever to the Bidder. The Purchaser shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as damages, and without prejudice to any other right or remedy which the Purchaser may have under this Tender Document, the Contract, Purchase Order or otherwise.

3.11.5. The Purchaser reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents and the Bidder shall, when so required by the Purchaser, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Purchaser shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Purchaser thereunder.

3.11.6. The Purchaser may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

**3.12. Pre-Bid Meeting**

3.12.1. The pre-bid meeting will be held at the date, time and venue mentioned in the bid notice and Bid Schedule. The Bidder shall note that, any corrigendum issued regarding this bid notice will be published on the e-Tender Portal.

- 3.12.2. A prospective Bidder requiring any clarification of the Tender document shall contact the Purchaser by letter or email to submit their suggestions/ observations/ Queries if any, preferably prior to the date of pre bid meeting. **Email ID – [maha.mmgpa2023@gmail.com](mailto:maha.mmgpa2023@gmail.com)**
- 3.12.3. Only suggestions / observations related to Tender Documents, received in writing within stipulated time will be discussed and clarified in pre-bid meeting and any modification of the Tender documents, which may become necessary as a result of pre-bid meeting, shall be made by Purchaser 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.
- 3.12.4. Any amendment to the Tender Document shall be placed on the E-Tender Portal.
- 3.12.5. The Bidder will not be communicated separately regarding the amendment.
- 3.12.6. 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. Purchaser reserves the right to reject the same.

### **3.13. Clarifications post Pre bid Meeting**

- 3.13.1. Bidders requiring any clarification on the Tender Document may notify the Purchaser in accordance with Clause 3.12. They should send in their queries on or before the date specified in the Bid Schedule of bidding process. The Purchaser shall endeavor to respond to the queries within reasonable time. The Purchaser will post all the queries and its responses on the e-Tender Portal without identifying the source of queries.
- 3.13.2. The Purchaser may respond to the questions raised or clarifications sought by the Bidders in writing. However, the Purchaser reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Purchaser to respond to any question or to provide any clarification.

### **3.14. Modification/substitution/withdrawal of Bids**

- 3.14.1. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.
- 3.14.2. Any alteration/ modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the Purchaser, shall be disregarded.

### **3.15. Proprietary data**

- 3.15.1. All documents and other information supplied by the Purchaser or submitted by a Bidder to the Purchaser shall remain or become the property of the Purchaser. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Purchaser will not return any Bid, or any information provided along therewith.

### **3.16. Correspondence with the Bidder**

- 3.16.1. Save and except as provided in this Tender Document, the Purchaser shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

### **3.17. Opening and Evaluation of Bids**

- 3.17.1. The Purchaser shall open the Technical Bids on the Bid Due Date as specified in Bid Schedule, on the e-Tender Portal.

- 3.17.2. The Purchaser will subsequently examine and evaluate Bids in accordance with the provisions set out in this Tender Document.

- 3.17.3. Bids of firms who have furnished all the required documents for each of the Bin(s) quoted alone will be considered. A firm quoting for more than one Bin(s) and if the required/proper document is not furnished for any of the Bin(s), then offer of that Bin(s) will be rejected. Utmost care should be taken to see that all the required/proper documents are uploaded.

#### **3.17.4. Test of Responsiveness:**

- a) Prior to evaluation of Bids, the Purchaser shall determine whether the Technical Bid of a Bidder is responsive to the requirements of the Tender Document. A Technical Bid shall be considered responsive if:
- i. it is received as per the specified format and sequence mentioned in Clause 3.5;
  - ii. the following mandatory documents are submitted with the Bid online, as on Bid Due Date:
  - iii. in case of exemption claimed for EMD, attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006.
  - iv. it is accompanied by the Technical Specifications and Compliance as per the Annexure 1;
  - v. it is accompanied by the Letter comprising Technical Bid as per the Annexure 2;
  - vi. it is accompanied by the annual Turnover statement for three years) along with copies of balance sheet and profit and loss accounts for last three years i.e., (2022-23, 2023-24, 2024-25) certified by the statutory auditor or chartered accountant, as per the Annexure 4;
  - vii. it is accompanied by the copy of certificate of incorporation/registration along with charter documents and GST Registration certificate;
  - viii. it is accompanied by the Affidavit for Blacklisting as per the Annexure-5;
  - ix. it is accompanied by the Affidavit for Litigation as per the Annexure-4; and
  - x. it is not non-responsive in terms hereof.

The Purchaser reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Purchaser in respect of such Bid. Provided, however, that the Purchaser may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

- 3.17.5. The technical evaluation shall be on the basis of documents submitted, sample of the Bin submitted and relevant standards. Each item will be evaluated separately

Purchaser may at its discretion call for any documents for verification and the Bidder shall be duty bound to produce the same documents before the tender evaluation committee within stipulated time period. The status of Bidders after Technical Bid evaluation will be published on the e-Tender Portal and shall be final.

- 3.17.6. After the evaluation of Technical Bids, the Purchaser would announce a list of qualified Bidders. The Bidders whose Bids are technically qualified shall be intimated to demonstrate their goods/Bin is in compliance with the technical specifications and functional requirements at Mumbai along with the original copies of technical literature/catalogues for each item.
- 3.17.7. The Bidders whose goods/Bins are found as technically and functionally complaint shall be eligible for opening of their Price Bids. All communications relating to qualification shall be uploaded on the e-Tender Portal. The Purchaser will not entertain any query or clarification from Bidders who fail to qualify.
- 3.17.8. Any information contained in the Bid shall not in any way be construed as binding on the Purchaser, its agents, successors or assigns, but shall be binding against the Bidder if the Contract is subsequently awarded to it on the basis of such information.
- 3.17.9. The Purchaser reserves the right not to proceed with the bidding process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

**3.18. Sample Submission:**

- 3.18.1. The Bidder(s) shortlisted for the Price Bid opening shall submit a sample of the quoted Bin/goods at the office of MMGPA, Mumbai for testing and verification purpose. The date for sample evaluation will be conveyed via e-mail. 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, Price Bid of the Bidder shall not be opened.

**3.19. Confidentiality:**

- 3.19.1. Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Purchaser in relation to, or matters arising out of, or concerning the bidding process. The Purchaser will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Purchaser may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Purchaser or as may be required by law or in connection with any legal process.

**3.20. Clarifications regarding Evaluation**

- 3.20.1. To facilitate evaluation of Bids, the Purchaser may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Purchaser for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.20.2. If a Bidder does not provide clarifications sought under Clause 3.19.1 above within the prescribed time, its Bid may be rejected. In case the Bid is not rejected, the Purchaser may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Purchaser.
- 3.20.3. Bidder shall ensure that, all correspondence with the Purchaser shall be through the official email id mentioned in Annexure 11 submitted by the Bidder.

### **3.21. Selection of Bidder**

- 3.21.1. The Bidders are required to register on the e-Tender Portal for submission of their Bids in accordance with the procedure set out therein. Bidders are requested to visit the e-Tender Portal for the details related to online registration and submission of Bids. A Bidder may familiarize itself with the e-Tender Portal and in accordance with the instructions given on the e-Tender Portal and the terms of the Tender Document, submit its Bid. To participate in the bidding process, the Bidder should complete all stages of purchase, download of Tender Document from e-Tender Portal and undertake the final Bid submission through the e-Tender Portal. Bids which are submitted on the e-Tender Portal alone will be accepted by the Purchaser.
- 3.21.2. A Bidder may submit its Price Bid for one or more Bin(s) in accordance with terms of this Tender Document. A Bidder is required to furnish all the specified documents in respect of each Bin for which the Bidder submits its Price Bid.
- 3.21.3. Bids of Bidder who have furnished all the required documents in respect of each of the Bin quoted alone will be considered. If a Bidder does not submit the required document complete in all respects as per the terms herein, then offer related to such Bin(s) will be rejected. Utmost care should be taken to see that all the required documents are uploaded.
- 3.21.4. The Bidder's whose Bids are determined to be responsive to the requirements outlined in clause 3.17.4 shall be eligible for technical evaluation in accordance with clause 4.1 of the Tender Document.
- 3.21.5. The Bidder who meets the technical eligibility criteria and requirements of supporting documentation (as per clause 4.1) shall be eligible for opening of the Price Bid.
- 3.21.6. After the conclusion of Price Bid opening (envelope 2), the lowest offer of the Bidder(s) for the respective Bin(s) will be considered for negotiation and respective L1 rates shall be arrived after negotiation for the drug(s). The Bidder(s) offering the L1 rate for the specified drug(s) will be declared as the selected Bidder for those drug(s) ("**Supplier**").
- 3.21.7. In the event that 2 (two) or more Bidders are qualified in terms hereof as L1 (referred to as "tie bidders"), then such Bidder having the higher production capacity as per the eligibility criterion would be given first preference. Further, if tie Bidders are found to be having the same production capacity, then the Bidder having higher average annual

turnover as per the eligibility criterion shall be taken into consideration and would be given first preference. Such Bidder shall execute necessary Contract as specified in the Tender Document. On depositing the required amount as Performance Security and on execution of the agreement, such Bidder will be eligible for the placement of Purchase Orders.

- 3.21.8. This tender is governed under the provisions of the Revised Manual of Office Procedures for Procurement by the Government Departments” issued by Department of Industries and Labour, government of Maharashtra vide GR dated 1.12.2016 or any subsequent amendment thereto. The purchase preference shall be in full adherence to the guidelines specified under the aforementioned manual. In case of any inconsistency between the purchase preference mentioned in this Tender Document, the same shall be resolved in accordance with provision of Revised Manual of Office Procedures for Procurement by the Government Departments and the same shall prevail.
- 3.21.9. Subject to clause 3.20.8 above, the Bidders from Maharashtra and / or MSME and / or SC/ST MSME, as the case may be, who have qualified for Price Bid (Envelope 2) opening, will be informed by the Purchaser of the lowest rate received for the Bins quoted by such Bidder and inviting their consent to match with the lowest rate for those drug(s). The Bidders who agree to match L1 Price Bid, will be considered as L1 Bidder. For the purpose of this Tender, the Bidders from Maharashtra would have the meaning as ascribed in Clause 3.1.2.8 of the Revised Manual of Office Procedures for Procurement by the Government Departments or any subsequent amendment thereto. On depositing the required amount as Performance Security and on execution of the Contract, such Bidder will be eligible for the placement of Purchase Orders for the quantities determined as per the provisions of “Revised Manual of Office Procedures for Procurement by the Government Departments.
- 3.21.10. The Bidder mentioned at clause 3.20.9 above, who matches the L1 Price Bid, on placement of Purchase Order, will be deemed as L1 Bidder for the purpose of the tender and all provisions of the Tender Documents applicable to L1 Bidder will apply mutatis mutandis to the Supplier who matches the L1 Price Bid.
- 3.21.11. Purchaser will issue Notification of Award to the L1 Bidder (L1) specifying the quantity for which the Tender is awarded and requiring the Bidder to execute a Purchase Order in the prescribed format and to furnish the Performance Security within 15 days from the issuance of Notification of Award, so as to become a Supplier.
- 3.21.12. The L1 bidder shall within 2 (two) days from the receipt of NOA submit to Purchaser its acceptance to Notification of Award.
- 3.21.13. The L1 Bidder on submission of acceptance to Notification of Award and Performance Security to the satisfaction of Purchaser, shall execute necessary Contract as per the format specified in Schedule-1 for the supply of the tendered quantity of such drug(s) as specified in the Tender Document.
- 3.22. Award of Contract:**
- 3.22.1. The Purchaser will award the Purchase Order to the Selected Bidder whose bid has been determined to be responsive and has been determined to be the Lowest Bidder (L1).

- 3.22.2. The Purchaser will place supply orders on staggered basis if required during the Period of Contract.
- 3.22.3. A Purchase Order will not be awarded to the Selected Bidder if Performance Security 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.
- 3.22.4. The Selected Bidder who is liable for award of Purchase Order should transfer the Performance Security as per terms of this Tender Document.
- 3.22.5. The Selected Bidder shall accept the Purchase Order within a period of 15 (fifteen) days of issuance of NoA.

### **3.23. Issuance of Purchase Order**

- 3.23.1. The lowest/matched Supplier shall accept the first Purchase Order as per the form provided in Schedule-1 on a non-judicial stamp paper of value of as per The Maharashtra Stamp Act 1958 (stamp duty to be paid by the Supplier) within 15 days from the date issuance of the NoA from Purchaser. The cost of the stamp duty shall be borne by the Bidder. The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons whatsoever.
- 3.23.2. All notices or communications relating to and arising out of this contract or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode as provided by the bidder.
- 3.23.3. The successful bidder who has been issued NOA, should before execution of Contract, transfer 2% (non-refundable) of order value as processing fees in the bank account of the Purchaser as mentioned in the NOA.

### **3.24. Unethical Practices**

- 3.24.1. The Purchaser as well as Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. For the purpose of this Tender Document Unethical Practices shall mean the following:
- i. “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;
  - ii. “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;
  - iii. “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive level; and
  - iv. “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.



3.24.2. The Purchaser will reject a bid for award if it determines that the bidder recommended for award and/or execution of Contract has directly or through an agent has engaged in the abovementioned unethical practices at any point of time during bidding process or after execution of Contract. The Purchaser reserves the right to terminate the Contract, forfeit EMD/ Performance Security (as applicable) and debar/blacklist the Supplier from participating in any future Tender published by the Purchaser.

### **3.25. Code of Integrity**

3.25.1. Any person participating in a procurement process shall-

- i. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- ii. Not misrepresent or omit or mislead or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- iii. Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process.
- iv. Not misuse any information shared between the Purchaser and the Bidders with an intent to gain unfair advantage in the procurement process.
- v. Not obstruct any investigation or audit of a procurement process.
- vi. Disclose conflict of interest, if any; and
- vii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

3.25.2. The Purchaser will reject a bid for award if it determines that the Bidder recommended for award and/or execution of Contract has directly or through an agent has breached the above Code of Integrity at any point of time during bidding process or after execution of Contract. The Purchaser reserves the right to terminate the Contract, forfeit EMD/ Performance Security (as applicable) and debar/blacklist the Supplier from participating in any future Tender published by the Purchaser.

## **Section 4: Specific Terms and Conditions**

This section deals with the specific conditions of contract and contains the following terms & conditions governing the tender.

### **4.1. Eligibility Criteria and Supporting Documents to be submitted:**

#### **4.1.1.**

<b>S. No.</b>	<b>Basic Requirement</b>	<b>Specific Requirement</b>	<b>Documents required</b>
<b>1.</b>	<b>Registered Legal Entity</b>	<p>The Bidder may be a natural person, a private entity or a government-owned entity registered under applicable laws in India (“<b>Bidder</b>”).</p> <p>No Consortium is allowed.</p> <p>The Bidder shall be –</p> <p>a) A manufacturer with registration documents mentioning the items quoted</p> <p style="text-align: center;">OR</p> <p>a) An authorized distributor fulfilling all the tender conditions.</p> <p>b) Registered with the GST Authorities</p> <p>c) Should have a valid PAN number.</p>	<p>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.</p> <p>Copy of GST Registration certificate issued by GSTN authorities.</p> <p>Copy of PAN Card.</p> <p>In case of a manufacturer, Udhyam Registration/Factory License/ any other applicable statutory registration documents mentioning the name of product being quoted, as the case may be.</p> <p>In case of a authorized distributor, Manufacturer’s Authorization as per Annexure-9 to be provided by authorized distributor, as the case may be.</p>
<b>2.</b>	<b>Average Annual Turnover</b>	<p>The average annual turnover of the last three financial years i.e. (2022-23 ,2023-24,2024-25) should be Rs. 58,00,000/-</p>	<p>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 financial years (2022-23 ,2023-24,2024-25) must be submitted.</p> <p>In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall</p>

S. No.	Basic Requirement	Specific Requirement	Documents required
			certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided.
3.	<b>Net Worth</b>	The net worth of the bidder in the financial year immediately preceding the Bid Due Date should be <b>positive</b> .	Certificate issued by a statutory auditor/chartered accountant (as attached <b>Annexure-4</b> ).
4.	<b>Past Work Experience</b>	The Bidder must submit its particulars of quantity of the past supplies made (as per Annexure-3). Out of the total quantity supplied, <b>at least 25 % quantity</b> must pertain to <b>similar items as specified in the Technical Specification and in the Schedule of Requirements</b> , in any of the last 3 (three) financial years i.e. 2022-23 ,2023-24,2024-25	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 relevant past work experience. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.
5.	<b>Litigation</b>	The Bidders 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 product as required under this tender	Certificate from the authorized signatory Annexure -6. In case the Bidder is an authorised distributor, the Bidder shall additionally submit Annexure-6 for the OEM as well.
6.	<b>EMD/Bid Security</b>	Bidders are required to pay the EMD/Bid Security of ₹ 3,00,000/- through online mode on the e-Tender Portal.	EMD shall be remitted via NEFT/RTGS, and proof of online payment (transaction receipt) must be submitted along with the Technical Bid.

S. No.	Basic Requirement	Specific Requirement	Documents required
	<b>EMD Exemption</b>	If a Bidder is a Micro and Small Enterprise (“MSEs”) / 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 Revised Manual of Office Procedures for Procurement by Government Departments.	Requisite Certificate of Micro and Small-scale manufacturing industries registered under Micro, Small and Medium Enterprises Development Act, 2006.
7.	<b>Conflict of Interest</b>	On the date of submission of the Bid, the Bidder should not have any Conflict of Interest.	Undertaking by the authorized signatory as per Annexure 2
8.	<b>Blacklisting or debarred</b>	<p>On the Bid Due Date, the Bidder should not be blacklisted or debarred 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.</p> <p>The Bidder(s) quoting for this Tender Document should not have been convicted as on Bid Due Date by any court of law in India/overseas in lieu of deficiency noticed in the any of the quoted Bin(s) in the Tender Document and the Tender Document should not be submitted for such Bin for which conviction was pronounced by any court of law.</p>	Affidavit as per <b>Annexure-5</b> . In case the Bidder is an authorized distributor, the Bidder shall additionally submit Annexure-5 for the OEM as well.
9.	<b>Production Capacity / Import Quantity</b>	Production Capacity of the Manufacturer must be minimum 1.5 times of the quoted order quantity in last	Bidder shall submit the manufacturer’s certificate duly certified by a statutory auditor/Chartered Accountant.

S. No.	Basic Requirement	Specific Requirement	Documents required
		one financial year.	(Annexure -8)
10.	<b>Certification</b>	The Bidder (except in case of authorized distributor, in which case it shall be the OEM) should have BIS/ ISO 13485: 2016 Certificate for the product quoted.	Certificate, as applicable.

4.1.2. **Conflict of Interest:** The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with Applicable Laws and regulations.

A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:

- Have controlling partners/shareholders in common; or
- Receive or have received any direct or indirect subsidy from any of them; or
- Have the same legal representative for purposes of the Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding the bidding process; or
- The Bidder participates in more than one Bid in the same bidding process. Participation by a Bidder in more than one Bid for the same drug, will result in the disqualification of all Bids in which the Bidder is involved; and
- The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the procurement of the goods that are the subject of the Bid.

4.1.3. Bid should not be submitted for goods/Bin(s) for which the Bidder has been blacklisted/debarred either by Purchaser or by any other State/Central Government's organization/procurement agencies on the grounds of quality failure until completion of the penal period, and the bar subsists as on Bid Due Date.

4.1.4. Bid should not be submitted by any Bidder as a whole or for the specified Bin(s) who have been blacklisted/debarred either by Purchaser or by any other State/Central Government's organization/procurement agencies/ autonomous bodies (established by Central/State govt), any Central/State PSUs on the grounds of unsatisfactory past performance, unethical practices such as fraudulent/corrupt practices etc., and the bar subsists as on Bid Due Date.

4.1.5. Any Bidder from a country which shares a land border with India will be eligible to Bid in this tender only if the Bidder is registered with the Competent Authority as provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. Provided further that

the selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as provided in the aforesaid Order. "Competent Authority" for the purpose of this clause means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division.

4.1.6. This Tender Document is not transferable.

4.1.7. Any award of the Contract pursuant to this Tender Document shall be subject to the terms of Tender Documents.

#### **4.2. Minimum Tender Quantity**

4.2.1. The details of the required Bins, etc., are shown in Appendix A. The Tender Quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased up to 50% or decreased by the Purchaser, at its discretion, depending on the actual need.

4.2.2. Though the tentative quantity is indicated in the Appendix A, the Purchaser, will confirm the actual requirement then and there only through Purchase Order(s). The Supplier shall supply the Bins only on the basis of the Purchase Order issued by the Purchaser. Any supply without a valid Purchase Order will not be accepted by MMGPA, for payment and the Purchaser, shall not be responsible for any loss on this account.

4.2.3. However, once the Purchase Order(s) are issued by the Purchaser, the Supplier should not renege from the commitment of supplying the quantity mentioned in the Purchase Order. The rates quoted shall also not be varied with the ordered quantity or the destination during the Period of Contract.

#### **4.3. Performance Security**

4.3.1. The successful Bidder shall furnish Performance Security to the Purchaser at the time of execution of the Contract, for an amount of 3 % of the contract value for Bidders who are not MSE. In case the Bidder is MSE, the Bidders is required to provide Performance Security as per Clause 4.6 of Revised Manual of Office Procedures for Procurement of Goods by the Government Departments and any subsequent amendment thereto. The Performance Security shall be valid for a period of 2 years from the date of signing of the Contract/Purchase Order.

4.3.2. Performance Security can be in the form of Demand Draft or irrevocable Bank Guarantee in favour of the Maharashtra Medical Goods Procurement Authority, Mumbai from any Nationalized or Scheduled bank (Schedule-2), payable at Mumbai.

4.3.3. The Performance Security 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 under the Contract.

4.3.4. The Performance Security 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, as the terms of this Tender Document.

#### **4.4. Period of Contract:**

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

#### **4.5. Delivery Period:**

- 4.5.1. Respective supplies to be made by the Supplier within 45 days from the issue of the PO (Purchase Order).

#### **4.6. Place of delivery:**

- 4.6.1. The goods should be delivered 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 **Schedule 3**.

#### **4.7. Insurance**

- 4.7.1. 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.

#### **4.8. Packing**

- 4.8.1. The packaging of the Bins shall be on the following basis:

- a) individually wrapped in polythene film
- b) label - Every **Bin** should be affixed with a large outer label clearly indicating that the product is for '**Government of Maharashtra Supply (MMGPA) –Not for Sale**' wherein 'Government of Maharashtra (MMGPA) Supply' should be in readable purple color and 'Not for Sale' should be in green color;
- c) the product label on the Bin should be large at least 15 cm. x 10 cm. dimension. and
- d) non-washable and non-removable label pasted on outer surface of the Bin with biohazard sign shall be affixed on each Bin as per provisions of Biomedical Waste Rules 2016.

- 4.8.2. Case Identification

All Bins should prominently indicate the following

- a) The name of the product,
- b) date of manufacture,
- c) special instructions for storage and handling,
- d) name and address of manufacture, and
- e) any additional cautionary statements.

#### **4.9. Warranty:**

- 4.9.1. All goods must be freshly manufactured and the Supplier should submit the written warranty of 1 year on goods supplied under the Purchase Order.
- 4.9.2. 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.

#### **4.10. Liquidated damages:**

##### **4.10.1. Damages for Delay**

- a) The Supplier shall supply the quantity specified in Purchase Order as per the timelines mentioned in the table above. If the Supplier fails to deliver any or all of the goods within the period(s) specified herein, the Purchaser shall, without prejudice to its other remedies under the Tender Document, shall recover from the Supplier as liquidated damages, a sum equivalent to 0.5% of the Contract price of the unsupplied goods/Bin(s) at the stipulated rate for each week or part thereof during which the delivery of such goods/Bin(s) may be delayed, as under:-
- i. In case of an order not exceeding Rs. 2.00 lakh in value –damage amount –at the rate of 0.5% per week (i.e., 0.0714% per day) subject to maximum limit of 10 %.
  - ii. In Case of an order of Rs 2.00 lakh and above –damage amount –at the rate of 0.5% per week (i.e., 0.0714% per day) subject to maximum limit of 5 %.
- b) 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.
- c) All supplies will be scheduled for the period from the date of Purchase Order till the completion of the tender, as may be stipulated in the Purchase Order, subject to various conditions mentioned here under.
- d) Consignee/Purchaser shall not accept any shortages/damage in Bin(s) at the time of receipt. It is Supplier's responsibility to fulfil or replace shortages/damage in Bin(s) recorded at the time of receipt, as the case may be, within timelines as applicable as per the terms of the Purchase Order. Purchaser is not responsible for the excess stock of Bins received, for which no order is placed.
- e) If the Supplier fails to supply the Bin(s) within the stipulated time, either fully or partly, Purchaser, is at liberty to place Purchase Orders either with other Bidders at the price offered by them or with alternate sources and in such cases the defaulted Supplier is liable to indemnify Purchaser, without any protest or demur, for the difference in cost incurred by Purchaser, and the Purchaser is entitled to recover the difference in cost from any amount due/payable to the defaulted Supplier.
- f) Notwithstanding anything contained in sub-clause (e) above, the Supplier, after committing the default in supply either partly or fully, can inform the Purchaser, about its willingness to execute the Purchase Order. The Purchaser, at discretion,



may consider the willingness of the Supplier on merit. However, such supplies will be subjected to the levy of liquidated damages and other penalties as stipulated in the Tender Document/ Contract and Purchase Order, at the discretion of the Purchaser.

**4.10.2. Damages during transit:**

If the supply is received in damaged condition, it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying damages at the rate of 0.5% of the damaged value of supply received at the destination place.

**4.11. Risk & Cost Purchase**

- 4.11.1. In case the Supplier, shall at any time during the continuance of the Purchase Order, fail 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 Supplier. Similarly if the work underlying the Purchase Order 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 Purchaser 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 monies 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.

**4.12. Blacklisting: -**

- 4.12.1. The Bidder/Supplier, as applicable, shall be Blacklisted/Debarred for a period of three years, if it is found that: -
- a) The Bidder/Supplier is in violation of clause 3.24,
  - b) The selected Bidder's Bid becomes responsive on the basis of submission of false certificate / information, or
  - c) 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.

**4.13. Procedure for Blacklisting/Debarment**

- 4.13.1. In the event of instance indicated under Clauses 4.12, a show cause notice shall be issued to the Supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the Supplier, the Chief Executive Officer, MMGPA, may take appropriate action on merits of the case and impose damage as per Clause 4.10 of this Tender Document on the unsupplied value or blacklist the particular Bin(s) of the Supplier or blacklist the Supplier, as deemed fit besides the termination of Purchase Order and forfeiture of Performance Security and processing fee.
- 4.13.2. If a particular Supplier has been blacklisted for a particular Bin according to the procedure stated above, the Supplier shall not be eligible to participate in any of the tenders for that particular Bin floated by the Purchaser, until the period of blacklisting is over.

#### **4.14. Termination of Contract:**

4.14.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part, on the below mentioned grounds:

**A. Termination on Supplier's default**

- i. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Purchase Order, or within any extension thereof granted by the Purchaser; or
- ii. if the Supplier fails to perform any other obligation(s) under the Purchase Order.

**B.** In case if found that the Bidder has been engaged in unethical practices as per clause 3.24.

**C.** In case, the Supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the Supplier without any compensation, whatsoever, to the Supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the Purchaser.

**D. Termination for convenience:** The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the Supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the Supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective. The Purchaser will be at liberty to terminate the contract either wholly or in part on 30-day notice. The Supplier will not be entitled for any compensation whatsoever in respect of such termination.

#### **4.14.2. Consequences of Termination**

The Purchaser may, without prejudice to any other remedy, on account of default of the Supplier:

- i. recover any extra expenditure incurred because of Risk Purchase,
- ii. Forfeit the Performance Security, as applicable,
- iii. Debar/blacklist the Supplier for next 3 years from participating in any future tenders published by the Purchaser.
- iv. In case if found that the Bidder has submitted forge documents, a police case will be filed against the bidder.
- v. The Purchase Order(s) already issued shall be liable for termination.
- vi. the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar goods.

However, the Supplier shall continue the performance of the Purchase Order to the extent not terminated.

**4.15. Force Majeure:**

- 4.15.1. If, at any time, during the continuance of any Purchase Order(s) the performance in whole or in part by either party of any obligation under this Purchase Order(s) shall be prevented or 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 if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Purchase Order(s) 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 Supplier at the time of such termination or such portion thereof as the Purchaser may deem fit accepting such material, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

**4.16. Payment:**

- 4.16.1. Payment against supply order issued under this bid will be made by MMGPA and 100% payments shall be made upon submission of following documents:
- (i) 3 copies of Supplier's invoice;
  - (ii) Receipt and acceptance certificates issued by the consignees;
  - (iii) Copy of Product Conformity Certificate for each item; and
  - (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 11) to make the payment through RTGS/NEFT and the change of Bank Account during the Period of Contract will not be entertained normally.
- 4.16.2. 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.

**4.17. Dispute Resolution**

- 4.17.1. In the event of any question, dispute or differences in respect of Purchase Order 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 shall make every effort to resolve, amicably by direct informal negotiation.

- 4.17.2. In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator as mutually appointed by the parties. In case, the parties fail to appoint the sole arbitrator mutually, in such case, board of three arbitrators, of whom each Party shall appoint one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder.
- 4.17.3. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 4.12.2 shall be final and binding on the parties as from the date it is made, and the Supplier and the Purchaser agree and undertake to carry out such Award without delay.
- 4.17.4. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.

#### **4.18. Governing law and jurisdiction**

- 4.18.1. This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Mumbai shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

#### **4.19. Indemnification**

- 4.19.1. 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. .

#### **4.20. Saving clause:**

- 4.20.1. No suits, prosecution or any legal proceedings shall lie against the Purchaser, or any person for anything that is done in good faith or intended to be done in pursuance of this tender.

### Appendix-A: Schedule of Requirements

Sr. No.	Item Name	Unit	No. of units	EMD (Rs.)	Consignee and Delivery Address
1	Dust bins- Blue (50 Lit)	Nos.	1900	₹ 3,00,000/-	As Per Schedule 3
2	Dust bins- Blue (30 Lit)	Nos.	10115		
3	Dust bins- Red (50 Lit)	Nos.	1905		
4	Dust bins- Red (30 Lit)	Nos.	9396		
5	Dust bins- Yellow (50 Lit)	Nos.	1925		
6	Dust bins- Yellow (30 Lit)	Nos.	9477		
7	Dust bins- Black ((50 Lit)	Nos.	2146		
8	Dust bins- Black (30 Lit)	Nos.	13714		

**Delivery terms:** Delivery at the assigned consignee address as per bid conditions.

## Appendix-B: Checklist

(mandatory documents to be uploaded online in the Technical Bid)

TECHNICAL BID DOCUMENTS.			Page No. (as per the Bid)
1.	The Bidder (except in case of authorized distributor, in which case the OEM) should have BIS/ ISO 13485: 2016 Certificate for the product quoted	Yes/No	
2.	Proof of Tender fees and EMD paid (if exempted as per Clause 3.4, attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006 (if applicable).	Yes / No	
3.	Copy of certificate of incorporation/registration along with charter documents, and other registration documents according to the nature of entity	Yes / No	
4.	Pan Card	Yes / No	
5.	GST Registration certificate along with copy of the GST return of last quarter.	Yes / No	
6.	Annexure-1 (Technical Specifications and Compliance)	Yes / No	
7.	Annexure-2 (Letter Comprising Technical Bid)	Yes / No	
8.	Annexure-3 (Proforma for Production and Sale Statement)	Yes / No	
9.	Annexure-4(Annual Turnover statement for three years along with copies of balance sheet and profit and loss accounts for last three years i.e., (2022-23, 2023-24, 2024-25) certified by the Statutory Auditor or Chartered Accountant.	Yes / No	
10.	Annexure-5: (Affidavit for Blacklisting)	Yes / No	
11.	Annexure-6: (Litigation Affidavit)	Yes / No	
12.	Annexure-7 (Format of Power of Attorney for signing of Bid) except for proprietorship	Yes / No	
13.	Annexure-8(Details of Manufacturing Unit)	Yes / No	
14.	Annexure-9 (Manufacturer's Authorization Form)	Yes / No	
15.	Annexure-10 (Compliance sheet for Eligibility Criteria)	Yes / No	
16.	Annexure-11 (Mandate Form)	Yes / No	

For the avoidance of any confusion, scanned copies of the above-mentioned documents shall be uploaded online on the e-Tender Portal on or prior to the Bid Due Date.

## Annexure 1: Technical Specifications and Compliance

### Tender reference No: RRT-151/MMGPA/ Hospital Supplies (DHS-2025-26)

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

#### PART I

S r N o	Item Name	Technical Specifications
1	Dust bins- Blue (50 Lit)	<b>Color-</b> blue <b>Structure-</b> Foot Pedal <b>Usage/Application-</b> Biomedical Waste / Garbage collection <b>Size-</b> 50 Litre <b>Material-</b> 100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design
2	Dust bins- Blue (30 Lit)	<b>Color-</b> blue <b>Structure-</b> Foot Pedal <b>Usage/Application-</b> Biomedical Waste / Garbage collection <b>Size-</b> 30 Litre <b>Material-</b> 100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design
3	Dust bins- Red (50 Lit)	<b>Color-</b> Red <b>Structure-</b> Foot Pedal <b>Usage/Application-</b> Biomedical Waste / Garbage collection <b>Size-</b> 50 Litre <b>Material-</b> 100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design
4	Dust bins- Red (30 Lit)	<b>Color-</b> Red <b>Structure-</b> Foot Pedal <b>Usage/Application-</b> Biomedical Waste / Garbage collection <b>Size-</b> 30 Litre <b>Material-</b> 100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design

5	Dust bins- Yellow (50 Lit)	<b>Color-</b> yellow <b>Structure-</b> Foot Pedal <b>Usage/Application-</b> Biomedical Waste / Garbage collection <b>Size-</b> 50 Litre <b>Material-</b> 100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design
6	Dust bins- Yellow (30 Lit)	<b>Color-</b> yellow <b>Structure-</b> Foot Pedal <b>Usage/Application-</b> Biomedical Waste / Garbage collection <b>Size-</b> 30 Litre <b>Material-</b> 100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design
7	Dust bins- Black ((50 Lit)	<b>Color-</b> black <b>Structure-</b> Foot Pedal <b>Usage/Application-</b> Biomedical Waste / Garbage collection <b>Size-</b> 50 Litre <b>Material-</b> 100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design
8	Dust bins- Black (30 Lit)	<b>Color-</b> black <b>Structure-</b> Foot Pedal <b>Usage/Application-</b> Biomedical Waste / Garbage collection <b>Size-</b> 30 Litre <b>Material-</b> 100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design

Sign  
Stamp  
Date



## PART II

(The Technical Bid 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 Bid).

S r. N o	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 device s/ Import License	MS ME/ SSI	Remarks, if any
	A	B	C		D	E	F	G
1	Dust bins- Blue (50 Lit)	Color- blue Structure- Foot Pedal Usage/Application- Biomedical Waste / Garbage collection Size- 50 Litre Material-100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design						
2	Dust bins- Blue (30 Lit)	Color- blue Structure- Foot Pedal Usage/Application- Biomedical Waste / Garbage collection Size- 30 Litre Material-100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design						
3	Dust bins- Red (50 Lit)	Color- Red Structure- Foot Pedal Usage/Application- Biomedical Waste / Garbage collection Size- 50 Litre Material-100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design						
4	Dust bins- Red (30 Lit)	Color- Red Structure- Foot Pedal Usage/Application- Biomedical Waste /						

		Garbage collection Size- 30 Litre Material-100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design						
5	Dust bins- Yellow (50 Lit)	Color- yellow Structure- Foot Pedal Usage/Application- Biomedical Waste / Garbage collection Size- 50 Litre Material-100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design						
6	Dust bins- Yellow (30 Lit)	Color- yellow Structure- Foot Pedal Usage/Application- Biomedical Waste / Garbage collection Size- 30 Litre Material-100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design						
7	Dust bins- Black ((50 Lit)	Color- black Structure- Foot Pedal Usage/Application- Biomedical Waste / Garbage collection Size- 50 Litre Material-100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design						
8	Dust bins- Black (30 Lit)	Color- black Structure- Foot Pedal Usage/Application- Biomedical Waste / Garbage collection Size- 30 Litre						

		Material-100% virgin HDPE material, UV stabilised, crack & heat resistant, reinforced lids, ergonomic design						
--	--	---	--	--	--	--	--	--

**Seal**

**Date**

**Signature**

MMGPA Tender

## **Annexure-2: Letter Comprising Technical Bid**

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

**Subject: Bid for the [\*\*\*\*\*]**

Dear Sir,

With reference to your Tender document dated ....., I, having examined the Tender document and understood its contents, hereby submit my/our Bid for the aforesaid [\*\*\*\*\*]. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Purchaser will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Supplier for the supply of the specified Bin(s), and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. I/ We shall make available to the Purchaser any additional information it may find necessary or require supplementing or authenticate the Bid.
3. I/ We acknowledge the right of the Purchaser to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We certify that in the last three years, we or our associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Tender Document, including any Addendum / Corrigendum issued by the Purchaser.
  - (b) I/ We do not have any conflict of interest in accordance with the Tender Documents; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any unethical practice, as defined in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Purchaser or any other public sector enterprise or any government, Central or State.
6. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Tender , without incurring any liability to the Bidders, in accordance with the provisions of the Tender Document.

7. I/ We believe that we satisfy(ies) the annual turnover and net worth criteria and meet(s) all the requirements as specified in the Tender Document and am/ are qualified to submit a Bid.
8. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Contract or which relates to a grave offence that outrages the moral sense of the community.
9. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
10. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our directors/ managers/ employees / Partners /Trustees.
11. I/We further certify that we or any of our Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any supply of drugs contract, and no bar subsists as on the Bid Due Date .
12. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender Document, we shall intimate the Purchaser of the same immediately.
13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Purchaser in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above-mentioned Purchase Order and the terms and implementation thereof.
14. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Purchase Order in accordance with the draft that has been provided to me prior to the Bid Due Date along with the Tender Document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/ We have studied all the Tender Document carefully. We understand that except to the extent as expressly set forth in the Purchase Order, we shall have no claim, right or title arising out of any documents or information provided to us by the Purchaser or in respect of any matter arising out of or relating to the bidding process including the award of contract.
16. The power of attorney for signing of Bid, as per format provided at Annexure-7 of the Tender Document, is also enclosed.
17. I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.
18. I/ We offer a EMD of INR [\*\*\*\*\*] to the Purchaser in accordance with the Tender Document.
19. I/We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Contract is not awarded to me or our Bid is not opened or rejected.
20. The Price Bid has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and after a careful

assessment of the all the conditions that may affect the price and implementation of the Purchase Order(s).

21. I/We shall keep this offer valid for 180 days from the Bid Due Date as specified in the Tender Document.
22. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Purchase Order(s) in accordance with the Tender Documents and the Purchase Order(s).

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Tender Document.

**Yours faithfully,**

**Date:**

**(Signature, Name and designation of the Authorised signatory)**

**Place:**

**(Name and seal of Bidder)**

### Annexure-3: Proforma for Production and Sale Statement

(For a period of last 3 Years preceding the Bid Due Date)

Name of the bidding entity:

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.

\*Not applicable in case of Authorized Distributor.

**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 of the bidding entity, as provided in the above table has been verified by undersigned Chartered Accountant/Statutory Auditor.
4. The issuer of this certificate must ensure that the above information/details are related to the bidding entity only.

Name, Membership number and signature of the Chartered Accountant/Statutory Auditor:

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: Annual Turnover Statement for 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 Tender Document are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover (In Rs. )
1	2022-23	
2	2023-24	
3	2024-25	
4	Average Annual Turnover of above 3 years	
Net Worth		
5	Net worth in the latest financial year preceding the Bid Due Date (positive/negative)	

“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 assets as certified by the chartered accountant/statutory auditor having valid registration.

**Note:**

- 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/chartered accountant.
- Provide supporting audited financial statements (Balance Sheets, Profit and Loss Statements, etc.) of the bidding entity.
- The Net Worth of the bidder in the financial year immediately preceding the Bid Due Date should be positive.
- “Turnover” for the purposes of this Tender Document shall mean the monetary value of goods sold by the Bidder.

Name, Membership number and signature of the Chartered Accountant:

UDIN

Name and seal of the firm:

Location, Date:

Authorized Signature of Bidder (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: Affidavit for blacklisting**

(Non-Judicial Stamp Paper of Rs. 100/-)

**Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized**

**Tender reference No. RRT-151/MMGPA/ Hospital Supplies (DHS-2025-26)**

1. I/We undertake to provide the Bin(s) as required by Maharashtra Medical Goods Procurement Authority, Mumbai and there will be no deviation in composition, quality, packing etc.
2. The Bidder .....(Name of the Bidder) 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. I/We undertake that I/we are not involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings.

**Seal**

**Signature of Authorised Signatory**

**Date**

**Place**

**Verification**

I, the above named *[Name of the Bidder]*, do hereby solemnly verify that the contents of the above Affidavit are true and correct to my knowledge and belief. Nothing false has been stated therein or material concealed therefrom.

Verified at *{location}* on *{Date}*

**Annexure-6: Litigation Affidavit**

**(on Non-judicial Stamp Paper of Rs.100/-)**

**Tender reference No: RRT-151/MMGPA/ Hospital Supplies (DHS-2025-26)**

I ----- age ----- address-----  
----- (authorized signatory to sign the contract), hereby  
submit, vide this affidavit in truth, that I am the owner/authorized signatory of the bidding entity-----  
-----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 Bharatiya Nyaya Sanhita (BNS) for submission of any false/ fraudulent paper/information submitted in Envelope no.1
2. I am liable for action under Bharatiya Nyaya Sanhita (BNS) 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 Bharatiya Nyaya Sanhita (BNS).
3. I am liable for action under Bharatiya Nyaya Sanhita (BNS) if any paper is found false / fraudulent during contract period and even after the completion of contract (finalization of final bill).

Authorised Signature of Bidder

Seal of Company

**Verification**

I, the above named [*Name of the Bidder*], do hereby solemnly verify that the contents of the above Affidavit are true and correct to my knowledge and belief. Nothing false has been stated therein or material concealed therefrom.

Verified at {*location*} on {*Date*}

## Annexure-7: Format for Power of Attorney for signing of Bid

(Refer Clause 3.2)

(To be executed as an Affidavit on a Stamp paper of appropriate value)

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 the [\*\*\*\*\*] ,proposed or being developed by the [\*\*\*\*\*] (the “Purchaser”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Purchaser, representing us in all matters before the Purchaser, signing and execution of all contracts including the rate Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Purchaser in all matters in connection with or relating to or arising out of our bid for the said rate Contract and/or upon award thereof to us and/or till the entering into of the Contract with the Purchaser.

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 ....., 20.....

For .....

(Signature, name, designation and address of person authorized by Board Resolution in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

- 1.
- 2.

Notarised

Person identified by me/personally appeared before me  
/Signed before me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date\_\_\_\_\_

Accepted

(Signature, name, designation 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 executants (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 favour 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 will 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 issued by the designated competent authority and has been notarized by the public notary.*

MMGPA Tender

### **Annexure 8: 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/ Certificate 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:**

**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 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 Landmark 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-9: Manufacturer's Authorization Form

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

WHEREAS (*Name of Manufacturer or producer*) (hereinafter, "we" "us") who is established and reputable manufacturer's or producers of (*name and/or description of Goods requiring this authorization*) having production facilities at (*Insert address of the factory*) do hereby authorize (name and address of Bidder) (herein after, the "Bidder") to submit a bid, and sign the Contract with you against Tender ref no. (*Title and reference of tender*) including the above goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods described above in accordance with the terms and conditions of this Tender Document and Purchase Order to be executed between the Bidder and Authority.

For and on behalf of the Manufacturer or Producer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of (*Title, position, or other appropriate designation*) and duly authorized to issue Authorization Form on behalf of (*Name of Manufacturer or producer*)

*Note:*

1. This letter /form should be signed by a person competent and having the power of attorney/authority to legally bind the manufacturer. This should be included by the bidder in its bid.
2. This Letter /form is required to be provided by authorized distributor.

### Annexure-10: Compliance sheet for Eligibility Criteria

(The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical Bid)

S. No.	Basic Requirement	Specific Requirement	Documents required	Submitted (Yes/No)	Page No.
1.	<b>Registered Legal Entity</b>	<p>The Bidder may be a natural person, a private entity or a government-owned entity registered under applicable laws in India (“<b>Bidder</b>”).</p> <p>No Consortium is allowed.</p> <p>The Bidder shall be –</p> <p>a) A manufacturer with registration documents mentioning the items quoted</p> <p style="text-align: center;">OR</p> <p>a) An authorized distributor fulfilling all the tender conditions.</p> <p>b) Registered with the GST Authorities</p> <p>c) Should have a valid PAN number.</p>	<p>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.</p> <p>Copy of GST Registration certificate issued by GSTN authorities.</p> <p>Copy of PAN Card.</p> <p>In case of a manufacturer, Udhyam Registration/Factory License/ any other applicable statutory registration documents mentioning the name of product being quoted, as the case may be.</p> <p>In case of a authorized distributor, Manufacturer’s Authorization as per Annexure-9 to be provided by authorized distributor, as the case may be.</p>		
2.	<b>Average Annual Turnover</b>	<p>The average annual turnover of the last three financial years i.e. (2022-23 ,2023-24,2024-25) should be Rs. 58,00,000/-</p>	<p>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 financial years (2022-23 ,2023-24,2024-25) must be submitted.</p> <p>In case the annual accounts for the latest financial year are not</p>		



S. No.	Basic Requirement	Specific Requirement	Documents required	Submitted (Yes/No)	Page No.
			audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided.		
3.	<b>Net Worth</b>	The net worth of the bidder in the financial year immediately preceding the Bid Due Date should be <b>positive</b> .	Certificate issued by a statutory auditor/chartered accountant (as attached <b>Annexure-4</b> ).		
4.	<b>Past Work Experience</b>	The Bidder must submit its particulars of quantity of the past supplies made (as per Annexure-3). Out of the total quantity supplied, <b>at least 25 % quantity must pertain to similar items as specified in the Technical Specification and in the Schedule of Requirements</b> , in any of the last 3 (three) financial years i.e. 2022-23 ,2023-24,2024-25	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 relevant past work experience. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.		
5.	<b>Litigation</b>	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	Certificate from the authorized signatory Annexure -6. In case the Bidder is an authorised distributor, the Bidder shall additionally submit Annexure-6 for the OEM as well.		

S. No.	Basic Requirement	Specific Requirement	Documents required	Submitted (Yes/No)	Page No.
		of product as required under this tender			
6.	<b>EMD/Bid Security</b>	Bidders are required to pay the EMD/Bid Security of ₹ 3,00,000/- through online mode on the e-Tender Portal.	EMD shall be remitted via NEFT/RTGS, and proof of online payment (transaction receipt) must be submitted along with the Technical Bid.		
	<b>EMD Exemption</b>	If a Bidder is a Micro and Small Enterprise (“MSEs”) / 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 Revised Manual of Office Procedures for Procurement by Government Departments.	Requisite Certificate of Micro and Small-scale manufacturing industries registered under Micro, Small and Medium Enterprises Development Act, 2006.		
7.	<b>Conflict of Interest</b>	On the date of submission of the Bid, the Bidder should not have any Conflict of Interest.	Undertaking by the authorized signatory as per Annexure 2		
8.	<b>Blacklisting or debarred</b>	On the Bid Due Date, the Bidder should not be blacklisted or debarred 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.  The Bidder(s) quoting for	Affidavit as per <b>Annexure-5</b> . In case the Bidder is an authorized distributor, the Bidder shall additionally submit Annexure-5 for the OEM as well.		

S. No.	Basic Requirement	Specific Requirement	Documents required	Submitted (Yes/No)	Page No.
		this Tender Document should not have been convicted as on Bid Due Date by any court of law in India/overseas in lieu of deficiency noticed in the any of the quoted Bin(s) in the Tender Document and the Tender Document should not be submitted for such Bin for which conviction was pronounced by any court of law.			
9.	<b>Production Capacity / Import Quantity</b>	Production Capacity of the Manufacturer must be minimum 1.5 times of the quoted order quantity in last one financial year.	Bidder shall submit the manufacturer's certificate duly certified by a statutory auditor/Chartered Accountant. (Annexure - 8)		
10.	<b>Certification</b>	The Bidder (except in case of authorized distributor, in which case it shall be the OEM) should have BIS/ ISO 13485: 2016 Certificate for the product quoted.	Certificate, as applicable.		

### Annexure-11: 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

Official of the bank

Signature of the Authorized

## Schedule 1: Purchase Order Form

(Stamp duty as applicable as per Maharashtra Stamp Act, 1958)

THIS AGREEMENT("Contract") made the .....day of....., 20... , at .....between

Maharashtra Medical Goods Procurement Authority (MMGPA), Mumbai, formed as per the Maharashtra Medical Goods Procurement Authority Act 2023 (Mah. Act No. XIII of 2023), represented by its Chief Executive Officer and having its registered office at 1st Floor, Aarogya Bhawan, St. George's Hospital Compound, Near C.S.M.T. Railway Station, Mumbai - 400001, Maharashtra, (hereinafter "the Purchaser") of the One Part;

and

[insert name of entity], a [●] incorporated/ registered under the provisions of the [insert name of relevant statute, if applicable] and having its registered office at [●], (hereinafter referred to as the "**Supplier**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes) of the **OTHER PART**.

WHEREAS

- A. the Purchaser is desirous that certain specified drugs to be procured and has accepted a bid by the Supplier for the supply of ..... [name of the drug as per the list annexed] in the sum of..... (contract price in words and figures) (hereinafter called "Contract Price").
- B. Whereas the Supplier has deposited a Bank Guarantee of Rs..... (Rs. in words.....) as Performance Security towards the fulfilment of this Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2. The Supplier has accepted the Contract on the terms and condition set out in notice No.----- as well in the NOA Acceptance Letter No : - ----- Dt:----- -which will hold good during the period of this Contract .
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. Purchase order(s) issued under this Contract, if any.
  - ii. Supplier's Acceptance to NOA
  - iii. Notification of Award (NOA)
  - iv. Supplier's Bid including response to the clarification (if any)
  - v. The Price Bid submitted by the Supplier;
  - vi. The schedule of requirements;
  - vii. The technical specifications;
  - viii. Tender Documents and all of its terms & conditions;

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 drugs 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 drugs 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 Contract, the Purchaser may by a notice in writing, determine and terminate this Contract without prejudice to the right of the Purchaser to claim damages for antecedent breaches thereof on the part of the Supplier , as certified in writing by the Purchaser which certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.
7. This Contract 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 'Purchaser 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 Tender Document, failing which the Contract is liable to be terminated at any time without assigning any reason by the Purchaser.
9. Any change/amendments if required to be incorporated in the Contract 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 Contract .
10. This Contract 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

**\*Note:**

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 parcel of Contract.
4. In addition to the above, all terms & conditions as specified in Revised Manual of Office Procedures for Procurement by Government Departments: Government Resolution no. Bha.kha.sa-2014/ Pra. Kra. 82/Section-III/Industry-4, dated 1.12.2016 issued by Department of Industries and Labour, Government of Maharashtra will apply on the Contract.

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

Signed, Sealed and Delivered  
(on behalf of the Purchaser)

Signed, Sealed and Delivered  
(on behalf of the Supplier)

Address for communication:

Address for communication:

In presence of

1.

2.

Office of the-

**Sd/-**  
**Chief Executive Officer,**  
**Maharashtra Medical Goods**  
**Procurement Authority, Mumbai**  
**1<sup>st</sup> Floor, Aarogya Bhawan, Near CSMT**  
**Railway Station, Mumbai 400001**  
**(Maharashtra)**

## Schedule-2 Performance Security Form

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

Dear Sir

Whereas you intend to enter into a contract, as per your Notification of Award, Reference No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "the contract") with M/s \_\_\_\_\_ as Supplier for the supply of \_\_\_\_\_ defined in contracts schedule, (hereinafter referred to as "drugs") and whereas the Supplier has undertaken to produce a performance cum warranty bond for amount of Rs \_\_\_\_\_ being equal to 3% of the total contract value of the drugs to be delivered as specified in NOA No \_\_\_\_\_ dated \_\_\_\_\_.

1. We \_\_\_\_\_ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Supplier that in the event that the Maharashtra Medical Goods Procurement Authority ("MMGPA") submits a written demand to us stating that the Supplier has not performed according to the terms and conditions of the contract, we will pay MMGPA 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 MMGPA's bankers that the signatures thereon are authentic. MMGPA's written demand shall be conclusive evidence for us to make payment to MMGPA. 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. 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 Supplier), all MMGPA's rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
4. 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 Supplier.
5. Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.
6. Our liability under this guarantee will cease to be valid even if the guaranteed deed is not returned to us.
7. This guarantee is personal to MMGPA and not assignable to a third party without our prior written consent.
8. This guarantee shall be governed by Indian Law. This guarantee is valid until <<mention date { date of validity should not be less than 24 months from signing of the Contract} >>.

Signature and Seal of Guarantors \_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



### **Schedule 3: Place of Delivery**

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

MMGPA Tender