# MAHARASHTRA MEDICAL GOODS PROCUREMENT AUTHORITY

**e-Tender for Supply of Insecticides**

**(Year 2025-26)**

**Tender reference No: E-276 /MMGPA/ Insecticides**

**(2025-26)**

**1st Floor, Aarogya Bhawan St. George's Hospital Compound,**

**Near C.S.M.T. Railway Station, Mumbai - 400 001.**

**Maharashtra**

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

**Email: maha.mmgpa2023@gmail.com Phone : 022-22717527**

DRAFT

# Table of Contents

Table of Contents ..... 2
Disclaimer ..... 5
Abbreviations and Glossary ..... 7
Bid Notice ..... 9
Bid Schedule ..... 10
Fact Sheet ..... 12
Section 1: Introduction ..... 13
Section 2: General Definitions ..... 15
Section 3: General Terms and Conditions ..... 18
3.1 Responsibility of verification of contents of Tender Document ..... 18
3.2 Acknowledgement of the Bidder ..... 18
3.3 Authorized Signatory for the Tender Document ..... 18
3.4 Period of Validity of Bid ..... 19
3.5 Earnest Money Deposit (EMD) ..... 19
3.6 Bidding System ..... 20
3.7 Submission of Bids ..... 25
3.8 Language ..... 26
3.9 Format of Bid ..... 26
3.10 Number of Bids and Cost of bidding ..... 26
3.11 Amendment of Tender document ..... 26
3.12 Right to accept or reject any or all Bids ..... 27
3.13 Pre-Bid Meeting ..... 28
3.14 Clarifications post Pre bid Meeting ..... 28
3.15 Modification/substitution/withdrawal of Bids ..... 29
3.16 Proprietary data ..... 29
3.17 Correspondence with the Bidder ..... 29
3.18 Opening and Technical Evaluation of Bids ..... 29
3.19 Confidentiality ..... 30
3.20 Clarifications regarding Evaluation ..... 31
3.21 Selection of Bidder ..... 31
3.22 Fraudulent and Corrupt Practices ..... 33

DRAFT

3.23 Code of Integrity ..... 33
3.24 Payment Provisions ..... 34
3.25 Termination of Contract ..... 34
3.26 Dispute Resolution ..... 36
3.27 Governing law and jurisdiction ..... 36
3.28 Indemnification ..... 37
3.29 Saving clause ..... 37
3.30 Force Majeure ..... 37
Section 4: Specific Terms and Conditions ..... 38
4.1 Eligibility Criteria and Supporting Documents to be submitted ..... 38
4.2 Manufacturing/Importing and Product Permissions ..... 45
4.3 Minimum Tender Quantity ..... 45
4.4 Sample Submission ..... 45
4.5 Inspection of Manufacturing Facilities ..... 46
4.6 Shelf Life of the Items ..... 48
4.7 Method of Placing Purchase Orders ..... 48
4.8 Execution of Contract ..... 48
4.9 Performance Security ..... 49
4.10 Supply Conditions ..... 49
4.11 Packing and Labeling ..... 51
4.12 Schedule for packaging of essential drugs ..... 52
4.13 Aggregation and “parent-child” relationship serialisation ..... 58
4.14 Deduction & Damages on Quality Failure ..... 59
4.15 Blacklisting of Product/Tenderer on withdrawal of Tender ..... 60
4.16 Blacklisting for Non-Supply of purchase Order(s) ..... 60
4.17 Blacklisting of Product(s) based on Quality Test by the Empaneled Laboratories ..... 61
4.18 Blacklisting of Product(s) based on Quality Test by Statutory Authorities ..... 62
4.19 Blacklisting of the Supplier on Quality Failure ..... 62
4.20 Procedure for Blacklisting/Debarment ..... 62
Appendix A: Schedule of Requirements ..... 64
Appendix B: Checklist ..... 66
Appendix C: EMD Calculation Sheet ..... 68
Annexure 1: Technical Details of Item(s) Quoted ..... 69
Annexure-2: Letter Comprising Technical Bid ..... 71

DRAFT

Annexure-3: Proforma for Production and Sale Statement ..... 74
Annexure-4: Details of Manufacturing Unit ..... 75
Annexure-5: Details of Items Quoted ..... 78
Annexure 6: Annual Turnover Statement for Three Years ..... 79
Annexure-7: Format for Power of Attorney for signing of Bid ..... 81
Annexure-8: Affidavit for Non-Blacklisting ..... 83
Annexure- 9: Litigation Affidavit ..... 84
Annexure-10: Mandate Form ..... 85
Annexure-11: Indicative format for PRICE BID (BOQ) to be submitted online only ..... 86
Annexure-12: Statement showing comparative prices offered by the tenderer in other tenders of the same product ..... 87
Annexure 13: Manufacturer's Authorization Form ..... 88
Annexure 14: Declaration for Non-Drugs Items ..... 89
Schedule 1: Contract Form ..... 90
Schedule-2 Performance Security Form ..... 93
Schedule-3: Supply Schedule ..... 95
Schedule 4: Schedule for Packing ..... 96
Schedule 5 Prebid Queries Format ..... 98

DRAFT

# Disclaimer

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

This Tender Document is not an agreement and is neither an offer nor invitation by the MMGPA to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements, which reflect various assumptions and assessments arrived at by the MMGPA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the MMGPA, 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 MMGPA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The 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 for participation in this Tender Document.

The MMGPA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document.

The MMGPA 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

DRAFT

fees, expenses associated with any demonstrations or presentations which may be required by the MMGPA, 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 MMGPA 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.

DRAFT

# Abbreviations and Glossary

| Abbreviations | Description |
|---|---|
| BET | Bacterial Endotoxin Test |
| BG | Bank Guarantee |
| BIS | Bureau of Indian Standards |
| BOQ | Bill of Quantity/(ies) |
| BP | British Pharmacopeia |
| CA | Chartered Accountant |
| CLA | Central Level Authority |
| COPP | Certificate of Pharmaceutical Products |
| CT | Clinical Trials |
| DCGI | Drug Controller General of India |
| DMER | Directorate of Medical Education & Research |
| DPCO | Drug Price Control Order |
| DPIIT | Department for Promotion of Industry and Internal Trade |
| EMD | Earnest Money Deposit |
| ESIC | Employees State Insurance Corporation |
| FDA | Food and Drug Administration |
| FEMA | Foreign Exchange Management Act 1999 |
| GMP | Good Manufacturing Practices |
| G.R. | Government Resolution |
| GST | Goods and Services Tax |
| GS1 | Global Standards1 |
| HBPCL | Haffkine Bio-Pharmaceutical Corporation Limited |
| IEC | Import Export Code |
| IP | Indian Pharmacopeia |
| ISI | Indian Standards Institute |
| I.V. | Intra Venous |
| LLP | Limited Liability Partnership |
| LCBS | Least Cost Based Selection |
| MCGM | Municipal Corporation of Greater Mumbai |
| MDR | Medical Device Rules |
| MMGPA | Maharashtra Medical Goods Procurement Authority |
| MRP | Maximum Retail Price |
| MSC | Market Standing Certificate |
| MSEs | Micro and Small Enterprises |
| NABL | National Accreditation Board for Laboratories |
| NEFT | National Electronic Funds Transfer |
| NSQ | Not of Standard Quality |
| NPPA | National Pharmaceutical Pricing Authority |
| OEM | Original Equipment Manufacturer |
| PAN | Permanent Account Number |
| PoA | Power of Attorney |
| PVC | Poly Vinyl Chloride |
| PVdC | Poly Vinylidene Chloride |
| RFP | Request For Proposal |
| RTGS | Real Time Gross Settlement |

DRAFT

| Abbreviations | Description |
|---|---|
| SLA | State Level Authority |
| SSI | Small Scale Industries |
| TAA | Tender Accepting Authority |
| TIA | Tender Inviting Authority |
| UDIN | Unique Document Identification Number |
| USP | United States Pharmacopeia |
| WHO | World Health Organization |

DRAFT

# Bid Notice

**Tender reference No: E- 276 /MMGPA/ Insecticides (2025-26)**

**Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai (herein after referred as "Authority" or "Purchaser") invites ONLINE BID for the year 2025-26 in two envelope system from the manufacturers/importers/authorized distributors for the purchase of items mentioned in Appendix-A for use in public health facilities in the state of Maharashtra.**

| S. No | Description | Tender Fee (Rs.) | EMD (Rs.) |
|---|---|---|---|
| **1.** | **As per Appendix– A** | **Rs. 31500 + 5670 (18% GST) = 37,170** | A Bidder is required to furnish/pay a minimum EMD amount **mentioned in Appendix A**. Non-payment of Earnest Money Deposit, unless exempted as mentioned in Clause 3.5.8 herein, will result in the rejection of the bid summarily without any notice. The conditional bid shall be rejected. |

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

**Bidders may submit quote for any one or more items listed in the Schedule of Requirements (Appendix A). However, for each item quoted, the bidder shall quote for the full quantity specified for that item; partial quantities shall not be permitted. Evaluation shall be conducted on an item-wise basis, and the lowest evaluated bidder (L1) shall be determined separately for each individual equipment/item based on the prices quoted.**

DRAFT

# 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:

| Sr. No. | Activity | Period |
|---|---|---|
| **1** | Period of sale of Tender Document/ download | From **29.05.2026**, 03:30 PM |
| **2** | Date for submission of queries | Before pre-bid meeting |
| **3** | Date of pre-bid meeting | **05.06.2026** at 2:00 PM To 03:00 PM<br>(Bidder should have to submit queries in the prescribed format, through email or hard copy before scheduled time of meeting to be held at Ground Floor, Aarogya Bhawan, Commissionerate of Health Services, Mumbai 400001) |
| **4** | E- tender submission duration | From **29.05.2026** 03:30 PM to **12.06.2026** up to 3:00 PM |
| **5** | Last date and time for submission of Bid:<br>(Bid Due Date) | **12.06.2026** up to 3:00 PM |
| **6** | Date and time of opening of Technical Bid (envelope No.1) | Dt. **15.06.2026** at 3:00 PM |
| **7** | Date and time of opening of Price Bid (envelope No. 2) | To be notified to the technically qualified Bidders. |
| **8** | Validity of Tender | 180 days from the Bid Due Date. |

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

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.

DRAFT

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**

DRAFT

# Fact Sheet

| Clause Reference | Topic |
|---|---|
| **Price Bid Evaluation** | ***The method of selection is LCBS (Least Cost Based Selection-L1).*** |
| **Downloading Tender Document** | Tender Document can be downloaded from https://mahatenders.gov.in and from website of MMGPA for reference ("**Official Websites**"). |
| **Tender Fee** | All Interested Bidders shall pay a non-refundable tender fee of Rs. **31500+ 5670 (18% GST) = 37,170** unless exempted as per Clause 3.5.8. |
| **Mode of Payment of Tender Fee** | The payment shall be made only online through payment gateway in in A/c of "Maharashtra Medical Goods Procurement Authority, Mumbai". |
| **Earnest Money Deposit (EMD)** | Bidders are required to pay the EMD/Bid Security indicated as per Appendix A unless exempted under **Clause 3.5.8** through online mode on https://mahatenders.gov.in. |
| **Scope of Work** | Supply of Insecticides **(2025-26)** in accordance with terms of this Tender Document. |
| **Pre-bid meeting and clarifications** | A pre-bid meeting will be held on dt. **05.06.2026,** Meeting will be held in two sessions: **A) Issues Regarding specifications, B) Issues Regarding overall tender documents. The participants should have an authority letter of the company which they are representing. Maximum two representative will be allowed per firm / company. Only authorized participants inside the meeting hall.**<br>Bidder may submit queries through email or hard copy before scheduled time of pre-bid meeting. |
| **Taxes** | For all goods/services supplied, the Bidder shall be entirely responsible for bearing all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services. |
| **Bid Validity** | Bids must remain valid till 180 days from the opening of Technical Bid date. |
| **Submission of Documents** | Bidders must upload and submit all the documents on the e-tendering portal https://mahatenders.gov.in ("**E-Tender Portal**"). *Each of the documents must be uploaded in the format specified in this Tender Document.* |
| **Submission of Bids** | This is online process; interested Bidders are required to submit the Bids online by the date and time specified in the Tender Document. |
| **Last Date of Submission** | Bids submitted after Dt.**12.06.2026 03:00PM** will not be accepted by the e-Tender portal. |

DRAFT

# 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 authority 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 as amended from time to time.

1.1 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.

1.2 All activities of this bid are carried out online on website https://mahatenders.gov.in. The Tender Document is uploaded on Government of Maharashtra, (GoM) e-tendering website https://mahatenders.gov.in and has to be downloaded as well as filled up and submitted online only. The Bidders are required to submit online Tender Fees (non-refundable) as mentioned, through online payment gateway in A/c of "Maharashtra Medical Goods Procurement Authority, Mumbai". In no case, the Tender Fee should be mixed with EMD amount. The Bid shall be liable to be rejected summarily upon failure to follow procedure prescribed in the Tender Document.

1.3 The details of the required Insecticides are shown in Appendix A. 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.

1.4 If any Bidder wishes to lodge any complaint regarding the evaluation of his Bid, the Bidder shall submit the complaint 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) online in favour 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.

DRAFT

However, if the complaint is found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit.

1.5 E-bidding process related Queries can be sent on email – eproc.support@maharashtra.gov.in /Help: The 24 x 7 Toll Free Telephonic Help Desk Number1800-3070-2232. / Mobile: +91-7878107985 , +91-7878107986 ,+ 91-7878007972 and +9-7878007973.

**Sd/-**

**CHIEF EXECUTIVE OFFICER,**
**MAHARASHTRA MEDICAL GOODS PROCUREMENT AUTHORITY**
**MUMBAI**

DRAFT

# Section 2: General Definitions

**2.1** **Applicable Laws:** shall mean all laws and regulations brought into force and effect by GOI or the State Government of Maharashtra or Food and Drug Administration including the Drugs and Cosmetics Act, 1940 and Rules of 1945, Medical Device Rules, 2017 (MDR), NPPA, CDSCO, CVC Guidelines, New Drugs and Clinical Trials Rules, 2019, Drug Price Control Orders, 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** **Bid / Tender:** shall mean the two-envelope submitted i.e., envelope no. 1 (Technical Bid) and envelope No. 2 (Price Bid), collectively.

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

a. Forged documents are submitted

OR

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

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

**2.5** **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.

**2.6** **Contract**: A Contract for the supply of an approximate quantity of item(s) at a specified price and period as mentioned in Purchase Order(s) issued by the Purchaser from time to time during the Period of Contract.

**2.7** **D & C Act:** Drugs and Cosmetics Act, 1940 and the Rules there under 1945.

**2.8** **Drug Inspector**: As defined under the Drugs and Cosmetics Act, 1940, including any amendments thereof.

**2.9** **e-Tender:** The process of notifying/floating tender and pursuing actions.

**2.10** **Empaneled Laboratory**: Drug Testing Laboratory approved under the Drugs and Cosmetics Act 1940 and accredited by NABL, selected by the Purchaser either through open tender process or by expression of interest or otherwise for the purpose of conducting analytical testing/evaluation of drugs procured through the tender.

**2.11** **Liquidated Damages:** means penal charges levied by the MMGPA in cases of supplies reaching the designated places after the stipulated date from the date of issue of purchase order at a rate prescribed under Clause 4.11.4 of the tender document

DRAFT

**2.12** **Government:** means the Central Government or the Government of Maharashtra, or any public body or person authorized to act on their behalf as the case may be, and includes agencies and public sector enterprises under it, in specific contexts.

**2.13** **MDR, 2017**: Medical Device Rules published under sub-section (1) of Section 12 and Sub-section (1) of Section 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), in the Gazette of India to regulate the import, manufacture, distribution and sale of Medical Devices and any subsequent amendments thereto.

**2.14** **MSME (D) Act:** Micro Small and Medium Enterprises (Development Act, 2006)

**2.15** **Market Standing Certificate**: A Market Standing Certificate (MSC) is a document that verifies a company's good standing and track record in the pharmaceutical or medical device industry issued by State Drug Control Authority or Central Drugs Standard Control Organization (CDSCO).

**2.16** **New Drugs and Clinical Trials Rules, 2019:** Rules published under sub- section (1) of Section 12 and Sub-section (1) of Section 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940) and any subsequent amendments thereto, in the Gazette of India which shall apply to all new drugs, investigational new drugs for human use, clinical trial, bioequivalence study, bioavailability study and ethics committee.

**2.17** **Notification of Award (NoA):** is an intimation informing the successful Bidder, the approximate quantity for which the Tender Document is awarded and requiring the Bidder to execute an agreement in the prescribed format and to submit the Performance Security within a specified time so as to become a Supplier.

**2.18** **NPPA:** The National Pharmaceutical Pricing Authority, the Government regulatory agency that controls the price of pharmaceutical formulations in India.

**2.19** **Period of Contract:** the rate price mentioned for the drugs by the Bidder shall be valid for a period of 1 (one) year from the date execution of Contract.

**2.20** **Price Bid:** shall have the meaning as ascribed to it in Clause 3.6.2 of this Tender Document.

**2.21** **Purchase Order**: It means an order issued by the Purchaser to the Supplier informing to supply the required quantity of the drugs at the contract price and to supply to various consignees as mentioned in the purchase order.

**2.22** **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.

**2.23** **Risk Purchase:** It is 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.

**2.24** **Supplier:** 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.

DRAFT

**2.25 Supply Schedule:** It means the schedule for supply of drug which shall be adhered to for supply as per Clause 4.11 unless altered with mutual consent on the basis of the movement /consumption of drugs, exigencies and other reasons suiting the requirements of Purchaser.

**2.26 Tender Document:** The document published by the Purchaser containing the details of the Insecticides to be purchased, the quantity and delivery, and which includes designs, specifications, quality requirements and other Specific/General conditions which will govern the contract on acceptance of the Bid.

**2.27 Unit:** means the smallest unit of the drug(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 assigned to them under the prevailing Applicable Laws.

DRAFT

# Section 3: General Terms and Conditions

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

## 3.1 Responsibility of verification of contents of Tender Document

3.1.1 It shall be the responsibility of the Bidders to read/examine all instructions, forms, terms, conditions, specifications, schedules, appendix, annexures and other provisions contained in the Tender Document, including any addendum or corrigendum issued there under prior to submission of the bid.

3.1.2 Bidder shall ensure that the required documents as specified in Clause 3.6 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 Acknowledgement of the Bidder

3.2.1 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, of the Contract/ 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 as per Clause 4.1.1 and
vi. agreed to be bound by the undertakings provided by it under and in terms hereof.

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.

## 3.3 Authorized Signatory for the Tender Document

3.3.1 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

DRAFT

documents and annexures. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialized by the person(s) signing the Bid. All the bid documentation is to be numbered.

## 3.4 Period of Validity of Bid

3.4.1 The bid shall remain valid for a period of 180 days from the opening of technical bid date. Prior to the expiration of the bid validity the Purchaser may request the Bidders to extend the bid validity for the period as required by the Purchaser.

## 3.5 Earnest Money Deposit (EMD)

3.5.1 A Bidder needs to furnish/pay EMD amount as mentioned in Appendix A, unless exempted under Clause 3.5.8.

3.5.2 The total EMD deposited shall correspond to the items quoted by the bidder. The bidder shall also submit an EMD Calculation Sheet as per Appendix C, on their authorized letterhead, duly signed and stamped. The calculation shall match the EMD amount prescribed in Appendix A. An illustrative example is provided in Appendix C. Only those item(s) for which full and correct EMD, supported by Appendix C, has been submitted shall be considered for evaluation. Any shortfall, mismatch, or non-submission of Appendix C shall render the respective item(s) liable for rejection. Submission of no EMD (where applicable) shall result in rejection of the bid, unless exempted under Clause 3.5.8.

3.5.3 The payment of Earnest Money Deposit shall be made only online through payment gateway as provided in the tender portal and any other form such as Cheque/Cash/Postal order will not be accepted. The bids submitted without EMD will be summarily rejected.

3.5.4 The successful Bidder's EMD will be discharged after signing the Contract and submitting the Performance Security & processing fee as stipulated.

3.5.5 Unsuccessful Bidder's EMD will be discharged/ returned within 2 months through e- Tender Portal after acceptance of NOA by the successful Bidder.

3.5.6 The Bidder shall not be entitled for any interest on EMD.

3.5.7 **Forfeiture of EMD:** Without prejudice to any other right or remedy that may be available to the Purchaser under the Tender Documents and/ or under the Contract, or otherwise, the Purchaser may forfeit the EMD of the Bidder upon occurrence any of the below- mentioned circumstances:

i. A Bidder quotes prices higher than allowed as per DPCO, NPPA or higher than MRP; or
ii. a Bidder engages in a Fraudulent and Corrupt Practice as defined in Clause 3.22.1 of this Tender Document; or
iii. 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
iv. the Selected Bidder fails within the specified time limit -:



DRAFT

a. to sign and return the duplicate copy of NOA; or
b. To sign the Contract in accordance with terms and conditions or.
c. To furnish Performance Security and processing fee within the period prescribed therefor in this Tender Document.

v. The entire EMD paid shall be forfeited from the Bidder(s) whose manufacturing facilities were rejected on the grounds of non-compliance to statutory requirements as per the Applicable Laws.

**3.5.8. Exemption for payment of EMD & Tender Fee:** Micro and small-scale manufacturing industries registered under Micro, Small and Medium Enterprises development act 2006 are exempted from paying Tender Form Fees and 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 item(s) manufactured and quoted by them for participation in this tender floated by Purchaser. Further, the Purchaser reserves the right to inspect the manufacturing unit, whenever it is deemed necessary by it, in order to satisfy themselves with regard to verifying the credentials of the Bidder with respect to quality and production capacity and other relevant factors.

## 3.6 Bidding System

The Bid is being called for the supply of Insecticides in **Two Envelope System {Technical Bid – (Cover A) and Price Bid- (Cover B)}** through online submission system. All participating bids are expected to upload relevant documents under Envelope-A and Envelope-B as per the BOQ (**Annexure 11**) format. The Technical bid shall contain the complete technical details of the firm and the documents to prove the eligibility as required under Section – 3.6.1.

3.6.1 **Technical Bid (Envelope No. 1): The documents comprising the Technical Bid shall include:**

| Sr. No. | Document Name / Requirement | Description |
|---|---|---|
| 1 | Proof of Tender Fees & EMD | Proof of payment of Tender Fees and EMD. If exempted as per Clause 3.5.8, an attested copy of valid MSME registration under the MSMED Act, 2006. |
| 2 | Manufacturing License | Tenderer shall be a manufacturer duly licensed in Form 25/Form 28/ Form 28D/Form MD5/ Form MD9 (as per products quoted) with current validity/ retention issued by the State Licensing Authority (SLA)/Central Licensing Authority as the case may be or a direct importer holding valid import license in Form 10 with Form 41/Form MD 15 issued by the Drugs Controller General of India (DCGI) accompanied with Licenses in |



DRAFT

| Sr. No. | Document Name / Requirement | Description |
|---|---|---|
| | | Form 20B/21B with validity retention.<br><br>Attested photocopy of valid manufacturing drug/item(s) license with product list approved by Central/State Licensing Authority for each and every item quoted as per technical specification in the bid. The license must have been duly renewed up to date and the **items quoted shall be clearly highlighted in the license**. If quoted items are manufactured at different places, Manufacturing License & Performance certificate from all such places from respective Licensing Authority/ State Drug Authority should be enclosed. However, Loan Licensee/ third party licensee are not allowed.<br><br>**1.Valid manufacturing licenses, in the name of the bidder/manufacturer, issued by the competent authority for the production of the insecticides quoted in this tender**.<br><br>**2.Valid CIB Registration Certificate issued to the manufacturer by the Central Insecticides Board and Registration Committee, Directorate of Plant Protection, Quarantine & Storage, Ministry of Agriculture & Farmers Welfare**<br><br>**3.Valid insecticide licenses issued to the bidder and their manufacturer by the Agriculture Department, Government of Maharashtra, for the sale and storage of insecticides within Maharashtra, as per the Insecticides Act, 1968 and Insecticides Rules, 1971**.<br><br>**4.Valid letter from the technical manufacturer (in case of formulation bids), specifying the tender reference number and providing consent to supply the technical grade active ingredient to the formulator/manufacturer should be provided.**<br><br>**5.Technical Source Requirement for Insecticides. The Bidder/Manufacturer shall furnish proof of the source of technical grade material for all Insecticides quoted in the tender, as follows**<br><br>**A.In case the Bidder's/Formulator's/Manufacturer's manufacturing facility procures Technical Grade Insecticide from another company in India for** |

DRAFT

| Sr. No. | Document Name / Requirement | Description |
|---|---|---|
| | | **formulation/manufacture, the Bidder shall upload the valid CIB&RC Registration Certificate for the Insecticide Technical, issued by the Central Insecticides Board and Registration Committee (CIB&RC), Directorate of Plant Protection, Quarantine & Storage, Department of Agriculture, Cooperation & Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Government of India, from the said Technical Grade supplier**.<br>OR<br>B. **In case the Bidder/Formulator/Manufacturer imports the Technical Grade Insecticide directly, the Bidder shall upload the valid Import Registration Certificate for the Insecticide Technical, issued by the Central Insecticides Board and Registration Committee (CIB&RC), Directorate of Plant Protection, Quarantine & Storage, Department of Agriculture, Cooperation & Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Government of India**. |
| 3 | Certificates | ISO 13485 (QMS) Quality Management System certificate issued by the competent authority.<br>CE Certificate issued by the competent authority.<br>Certificate of DPIIT (if applicable)<br>Import Export Certificate (IEC Code) (if applicable) |
| 4 | Past Work Experience | The Bidder shall provide documentary evidence in support of its credentials such as agreement copy/ work order / Letter of Award, work completion certificate, customer satisfaction certificates with customer details and client certificate or statutory auditor's certificate or Chartered Accountant's certificate with his UDIN, as the case may be, for demonstrating the Technical Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.<br>Past work experience valid for a period of 3 years (i.e., for financial year 2023-24, 2024-25 and 2025-26) as a manufacturer/importer/authorized distributor for each item(s) quoted in the tender within the Bid Due date. |

DRAFT

| Sr. No. | Document Name / Requirement | Description |
|---|---|---|
| | | (**As per Annexure 3**) |
| 5 | GST Registration | GST Registration certificate issued by the GSTN authorities along with copy of recent paid Challan. |
| 6 | Incorporation/Registration Certificate | Certificate of Incorporation / Registration of the Bidder. |
| 8 | Authorization Letter | Authorization nominating responsible person to attend tender related meetings. |
| 9 | Appendix-A | Schedule of Requirements. (List of Items) |
| 10 | Appendix-B | Checklist. |
| 11 | Appendix-C | EMD Calculation Sheet |
| 12 | Annexure-1 | Technical Details of Item(s) Quoted |
| 13 | Annexure-2 | Letter Comprising Technical Bid. |
| 13 | Annexure-3 | Proforma for Production and Sale Statement. |
| 15 | Annexure-4 | Details of Manufacturing Unit. |
| 16 | Annexure-5 | Details of Items Quoted with Drug Code. |
| 17 | Annexure-6 | Annual Turnover Statement for three years (2023-24,2024-25 and 2025-26) along with audited Balance Sheet & P&L Accounts for last 3 years certified by Statutory Auditor/Chartered Accountant with UDIN. |
| 18 | Annexure-7 | Format of Power of Attorney for signing of Bid (not required for proprietorship). |
| 19 | Annexure-8 | Affidavit for Blacklisting. |
| 20 | Annexure-9 | Litigation Affidavit. |
| 21 | Annexure-10 | Mandate Form. |
| 22 | Annexure-13 | Manufacturers Authorization Form |
| 23 | Annexure-14 | Declaration for Non-Drugs Items. |
| 24 | Schedule-1 | Contract Form. |
| 25 | Schedule-2 | Performance Security Form. |
| 26 | Schedule-3 | Supply Schedule. |

DRAFT

| Sr. No. | Document Name / Requirement | Description |
|---|---|---|
| 27 | Schedule-4 | Schedule for Packing |
| 28 | Schedule-5 | Bar Code & Advance Shipment Notification details. |

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.

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

### 3.6.2. Price Bid (envelope no. 2):

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

ii. The Price Bids of only those firms 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 Proforma 'Price Bid Form' (BOQ) (refer Annexure 11) attached to the online bid document in Indian Rupees only for each of the required consumables separately on door delivery basis according to the unit in which prices has been sought. The Price Bid shall be submitted in the format given. The price bid (BOQ) file is available to be downloaded from the E-Tender Portal and the Bidder shall quote the prices for respective drug as per Annexure 11 and upload the same on the E- Tender Portal. The Bidders shall not rename the BOQ files downloaded. Bidders are allowed to enter the Bidder's name & values only. Price bid in Annexure-11 should not be submitted in Technical Bid. If the Price Bid is submitted as part of the Technical Bid, the Bid will be rejected summarily.

iii. **Bid for the supply of** Insecticides **etc. with conditions like 'At Current Market Rates' shall not be accepted.** The Purchaser shall not be responsible for damages, handling, clearing, transport charges and 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 BOQ format and not in respect of any other supply units. Any corrections in future in any respect shall not be entertained.

v. The price quoted by the Bidder shall not in any case, exceed the controlled price, if any, fixed by the Central Government or any competent authority and the Maximum Retail Price (MRP). The Purchaser will exercise the right to revise the price at any stage so as to conform with the controlled price or MRP as the case may be. The right under this clause will be exercised without prejudice to any other action that may be

DRAFT

taken against the Bidder. Only landed cost (including all charges and taxes) mentioned in the Price Bid (quoted by the Bidder) is considered for rate comparison. Payment of all applicable taxes to concerned authority is the responsibility of the Bidder.

vi. If at any time during the Period of Contract, the price of quoted items is reduced or brought down by any Applicable Law or by the Bidder itself, the Bidder shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser shall be empowered to reduce the rates accordingly.

vii. 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 items 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.

viii. **Fall Clause**: During the Period of Contract, the price at which Supplier will supply item(s) 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 item(s) 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.

ix. 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.

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

xi. The total amount including taxes in column 8 of Annexure 11 (total amount in words) will only be considered for bid ranking.

xii. In case it is noticed that a drug name has appeared in Annexure A for more than one time, then in such cases the Bidder having quoted the least price among such item will be considered as L1.

## 3.7 Submission of Bids

3.7.1 The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the E-Tender Portal specified by the Purchaser, duly signed in digital form by the authorized signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Price Bids in BOQ/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi. It is further clarified, that if any document submitted with the Bid is not

DRAFT

legible, the same may not be considered by the Purchaser for further evaluation and the Bidder shall be solely responsible for any consequences thereof. The documents should be uploaded in the respective fields/space as per the provisions made on the portal. Each file of the document should be separate, and it should be uploaded in the given space/field only.

3.7.2 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.

3.7.3 To prepare and submit the bid/offer online all Bidders are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority.

## 3.8 Language

3.8.1 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.

## 3.9 Format of Bid

3.9.1 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.

## 3.10 Number of Bids and Cost of bidding

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

3.10.2 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.

## 3.11 Amendment of Tender document

3.11.1 At any time prior to the Bid Due Date, the Purchaser may amend the Tender Document by issuing addendum/corrigendum.

3.11.2 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. To give

DRAFT

prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of Bids, in which case, the Purchaser will notify all Bidders by placing it on the Mahatender portal.

## 3.12 Right to accept or reject any or all Bids

3.12.1 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.

3.12.2 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.

3.12.3 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 rate 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.

3.12.4 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 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.

3.12.5 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

DRAFT

the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Purchaser thereunder.

3.12.6 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.

## 3.13 Pre-Bid Meeting

3.13.1 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 https://mahatenders.gov.in.

3.13.2 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, prior to the date of pre bid meeting on Mahatender Portal.

3.13.3 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.

3.13.4 Any amendment to the Tender Document shall be placed on the E-Tender Portal (https://mahatenders.gov.in).

3.13.5 The Bidder will not be communicated separately regarding the amendment.

3.13.6 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.

## 3.14 Clarifications post Pre bid Meeting

3.14.1 Bidders requiring any clarification on the Tender Document may notify the Purchaser in accordance with Clause 3.13. They should send in their queries on or before the date specified in the Bid schedule of bidding process. The Purchaser shall endeavour to respond to the queries within reasonable time. The Purchaser will post all the queries and its responses on the E-Tender Portal (https://mahatenders.gov.in).

3.14.2 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

DRAFT

Clause shall be taken or read as compelling or requiring the Purchaser to respond to any question or to provide any clarification.

## 3.15 Modification/substitution/withdrawal of Bids

3.15.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

3.15.2 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**.**

## 3.16 Proprietary data

3.16.1 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.

## 3.17 Correspondence with the Bidder

3.17.1 No tenderer shall contact MMGPA, on any matter relating to its Bid, from the time of bid opening to the time of contract is awarded.

3.17.2 Any effort by the tenderer to influence MMGPA, in the purchasers bid evaluation, bid comparison or contract award decisions may result in rejection of the tenderers bid.

3.17.3 The tenderer shall not make any attempt to establish unsolicited and unauthorized contact with MMGPA or tender scrutiny committee after opening of the bids and prior to the notification of award and any attempt by any tenderer to bring to bear extraneous pressure on the tender accepting authority, tender inviting authority or tender scrutiny committee, shall be sufficient reason to disqualify the tenderer.

3.17.4 Notwithstanding anything contained in clause (3.17.3.) above MMGPA, may seek bonafide clarifications from the Bidders relating to the bid submitted by them during the evaluation of bids.

## 3.18 Opening and Technical Evaluation of Bids

3.18.1 The Purchaser shall open the Technical Bids after the Bid Due Date as specified in Bid Schedule, online portal www.mahatenders.gov.in/ and in the presence of the Bidders who choose to attend.

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

3.18.3 Bids of firms who have furnished all the required documents for each of the item(s) quoted alone will be considered. A firm quoting for more than one drug and if the required/proper document is not furnished for any of the item(s), then offer

DRAFT

of that item(s) will be rejected. Utmost care should be taken to see that all the required/proper documents are uploaded.

3.18.4 **Test of Responsiveness:**

Prior to evaluation of Price Bids, the Purchaser shall determine whether each Technical Bid 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 3.7.
ii. the mandatory documents as mentioned in Clause 3.6.1 are submitted with the Bid online, as on Bid Due Date.
iii. 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.

3.18.5 The technical evaluation shall be on the basis of documents submitted and relevant standards of pharmacopoeia and provisions of Drugs and Cosmetics Act 1940 and Drugs and Cosmetics Rules 1945, CDSCO Guidelines 2017. Each item/medicine 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/items after technical bid evaluation will be published on the portal www.mahatenders.gov.in/ and shall be final.

3.18.6 After the evaluation of Technical Bids, the Purchaser would announce a list of qualified Bidders who will be eligible for opening of their Price Bids. All communications relating to qualification shall be uploaded on Official Website. The Purchaser will not entertain any query or clarification from Bidders who fail to qualify.

3.18.7 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.

3.18.8 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.

## 3.19 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,

DRAFT

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 3.20.1 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 4 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 (Bidders Manual Kit) 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 items in accordance with terms of this Tender Document. A Bidder is required to furnish all the specified documents in respect of each item/s 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 item/s 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 item(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 3.18.4 shall be eligible for technical evaluation in accordance with clause 4.1 of the Tender Document.

DRAFT

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 Bidder(s) who have submitted the lowest price bid for each individual quoted item shall be identified as the "Lowest Bidder" (L1) for that respective item. Evaluation shall be carried out on an item-wise basis. Such L1 bidder(s) shall be considered for negotiation, and the respective L1 rates shall be finalized after negotiation for each item, leading to the award of contract.

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 3.21.8 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 item(s) quoted by such Bidder and inviting their consent to match with the lowest rate for those item(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 3.21.9 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

DRAFT

contract 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 item(s) as specified in the Tender Document.

## 3.22 Fraudulent and Corrupt Practices

3.22.1 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 /Fraudulent and Corrupt Practices shall mean the following:

i. "**Corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to improperly influence the actions of any official in the procurement process or in contract execution.

ii. "**Fraudulent practice**" means any act or omission, including misrepresentation or concealment of facts or submission of false or forged documents, intended to influence a procurement process or the execution of a Contract to the detriment of the Procuring entity/Purchaser.

iii. "**Collusive practice**" means an arrangement between two or more bidders, with or without the knowledge of the Procuring entity/Purchaser, designed to establish bid prices at artificial, non-competitive levels.

iv. "**Coercive practice**" means harming or threatening to harm, directly or indirectly, any person or property to influence improperly the procurement process or execution of a Contract.

3.22.2 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 Fraudulent and corrupt 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 Bidder/ Supplier from participating in any future Tender published by the Purchaser.

## 3.23 Code of Integrity

3.23.1 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.

DRAFT

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.

3.23.2 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.

## 3.24 Payment Provisions

3.24.1 Payment against supply order issued under this bid will be made by Chief Account & Finance officer, Maharashtra Medical Goods Procurement Authority, Mumbai. 100% Payment shall be made on fulfilling the below mentioned conditions:

i. upon submission of following documents by the Supplier:
   a. 3 copies of Supplier's invoice,
   b. Receipt and acceptance certificates issued by the consignees on E-Aushadhi, and
   c. Batch wise in-house Lab Report.
ii. Purchaser shall make payments of the quantity supplied for item(s) which are declared to be of standard quality (SQ) by Purchaser empaneled labs.

3.24.2 Payments towards the supply of item(s) will be made strictly as per the rules of Purchaser. The payment will be made through RTGS/ NEFT. The Bidder shall furnish the relevant details in original to make the payment through RTGS/NEFT and the change of bank account during the validity of the bid will not be entertained normally.

3.24.3 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.

## 3.25 Termination of Contract

3.25.1 The Purchaser reserves the right to terminate the Contract on the below mentioned grounds:

i. in case the supplies declared “Misbranded” ‘Adulterated’ & Spurious’ as per the applicable laws:
   a. The contract of the Bidder for the said item will be cancelled.
   b. The extra expenditure incurred if any because of Risk Purchase shall be recovered from the Supplier.
   c. EMD or Performance Security, as applicable, of the Supplier will be forfeited.

DRAFT

d. Purchase cost of full order if paid, irrespective of its consumed quantity shall be recovered from the Supplier from the outstanding bills or Performance Security.
e. The goods which are not used but belong to the said substandard batch shall be destroyed by the concerned DDO in the presence of/or under intimation to Food and Drug Administration officials. The necessary expenditure incurred for this shall be recovered from the Supplier.
f. The Supplier will be debarred from participating in any future Tender published by the Purchaser as per the terms of this Tender Document.

ii. In case the Supplies are declared "Not of Standard Quality" as per the Applicable Laws:
   a. The cancellation of Contract for the specified item shall be decided by the Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai, after reviewing the severity of sub-standard quality of item with the FDA Maharashtra. The testing report issued by FDA approved laboratory regarding quality shall be final & binding on the Supplier.
   b. The extra expenditure incurred if any because of Risk Purchase shall be recovered from the Supplier.
   c. Purchase cost, if paid, of full order irrespective of its consumed quantity shall be recovered from the Supplier from the outstanding bills or Performance Security.
   d. The goods which are not used but belong to the said substandard batch shall be destroyed by the concerned DDO in the presence of/or under intimation to Food and Drug Administration officials. The necessary expenditure incurred for this shall be recovered from the Supplier.

iii. In case it is determined, post award of Tender, that the Supplier has charged prices higher than allowed as per DPCO, NPPA for the quoted supplies or higher than MRP (only in cases where DPCO, NPPA rates are not available), or has failed to supply the item(s) consistently, the Supplier will be declared as fraudulent and defaulter and in such case: -
   a. The extra expenditure incurred due to higher prices charged over and above ceiling price as per DPCO, NPPA / MRP (as applicable) or in case of Risk Purchase shall be recovered from the Supplier.
   b. The Contract shall be terminated, Supplier's EMD/Performance Security, as applicable, will be forfeited and the Supplier will be debarred for next three years from participating in any future Tender published by the Purchaser.

iv. In case if found that the Bidder has submitted forged documents the following actions will be taken against the Bidder: -
   a. A police case will be filed against the bidder.
   b. The Bidder's EMD or Performance Security, as applicable, will be forfeited.
   c. The bidder will be debarred for next three years from participating in any future Tender published by the Purchaser.
   d. The Contract already entered into will be liable for termination.

DRAFT

v. In case if found that the supplies & other item supplied by the Supplier have been declared "Not of Standard Quality" as per the Applicable Law the actions will be taken as per Maharashtra Medical Goods Procurement Authority Regulations, 2025 and terms outlined in this Tender Document.

vi. 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.

vii. 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.

## 3.26 Dispute Resolution

3.26.1 In the event of any question, dispute or differences in respect of Contract or terms and conditions of the Contract or interpretation of the terms and conditions or part of the terms and conditions of the Contract arises, the parties shall make every effort to resolve, amicably by direct informal negotiation.

3.26.2 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 Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.

3.26.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 3.26 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.

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

## 3.27 Governing law and jurisdiction

3.27.1 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.

DRAFT

## 3.28 Indemnification

3.28.1 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. .

## 3.29 Saving clause

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

## 3.30 Force Majeure

3.30.1 For purpose of this clause, Force Majeure means an event beyond the control of successful Purchaser and not involving the successful tenderers fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quadrant quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes. Scarcity of raw materials/increase in the cost of raw material/shifting/up gradation of manufacturing facilities and power cut are not considered as Force Majeure.

3.30.2 If a Force Majeure situation arises, the successful tenderer shall promptly notify the Purchaser in writing of such conditions and the cause thereof with satisfactory documentary proof, within 10 (ten) days of occurrence of such event. The time for making supply may be extended by the Purchaser as its discretion for such period as may be considered reasonable.

3.30.3 In case due to a Force Majeure event the MMGPA is unable to fulfil its contractual commitment and responsibility, the MMGPA will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

DRAFT

# 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

| Sr.No. | Basic Requirement | Specific Requirement | Documents required |
|---|---|---|---|
| 1 | **Registered Legal Entity** | The Bidder may be a company or a firm, registered under applicable laws in India ("**Bidder**").<br>The Bidder shall be –<br>a. A Private Limited Company or a section 8 Company registered under the Companies Act 1956/2013,<br><br>b. A Limited Liability Partnership under the Limited Liability Partnership 2008<br><br>c. Registered with the GST Authorities.<br><br>d. Should have a valid PAN/TAN number. | Copy of certificate of incorporation/registration along with charter documents like copy of Memorandum and Articles of Association, and other registration documents according to the nature of entity.<br><br>Copy of GST Registration certificate issued by GSTN authorities.<br><br>Copy of PAN/TAN Card. |
| 2 | **Licenses** | The Bidder must have valid manufacturing license/import license for the item(s) quoted as per technical specifications in the Tender Documents:<br>a. Only manufacturer/ importer (i.e., authorized agent/subsidiary of the foreign manufacturer) will be allowed as Bidder.<br>b. Loan Licensee / third party licensee are not permitted to participate under this Tender Document. | 1.Valid manufacturing licenses, in the name of the bidder/manufacturer, issued by the competent authority for the production of the insecticides quoted in this tender.<br><br>2.Valid CIB Registration Certificate issued to the manufacturer by the Central Insecticides Board and Registration Committee, Directorate of Plant Protection, Quarantine & Storage, Ministry of Agriculture & Farmers Welfare<br><br>3.Valid insecticide licenses issued to the bidder and their manufacturer by the Agriculture Department, Government of Maharashtra, for the sale and storage of |

DRAFT

| | | | |
|---|---|---|---|
| | | | insecticides within Maharashtra, as per the Insecticides Act, 1968 and Insecticides Rules, 1971. **In case the bidder or manufacturer is located outside the State of Maharashtra, valid insecticide licenses issued by the competent State Licensing Authority of the respective State shall also be considered, subject to compliance with applicable laws for sale/distribution**.<br><br>4.Valid letter from the technical manufacturer (in case of formulation bids), specifying the tender reference number and providing consent to supply the technical grade active ingredient to the formulator/manufacturer should be provided.<br><br>5.Technical Source Requirement for Insecticides. The Bidder/Manufacturer shall furnish proof of the source of technical grade material for all Insecticides quoted in the tender, as follows<br><br>A.In case the Bidder's/Formulator's/Manufacturer's manufacturing facility procures Technical Grade Insecticide from another company in India for formulation/manufacture, the Bidder shall upload the valid CIB&RC Registration Certificate for the Insecticide Technical, issued by the Central Insecticides Board and Registration Committee (CIB&RC), Directorate of Plant Protection, Quarantine & Storage, Department of Agriculture, Cooperation & Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Government of India, from the said Technical Grade supplier. OR<br><br>B. In case the Bidder/Formulator/Manufacturer imports the Technical Grade Insecticide directly, the Bidder shall upload the valid Import |

DRAFT

| | | | |
|---|---|---|---|
| | | | Registration Certificate for the Insecticide Technical, issued by the Central Insecticides Board and Registration Committee (CIB&RC), Directorate of Plant Protection, Quarantine & Storage, Department of Agriculture, Cooperation & Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Government of India. |
| **4** | **Past Experience** | The Bidder must submit particulars of quantity of the past supplies of item(s) made as per Annexure 3.<br><br>**Note: At least 40% quantity** for **similar items as specified in the Schedule of Requirements i.e. Appendix A'** must have been supplied for any of the last 3 (three) financial years preceding the Bid Due Date, i.e., 2023-24,2024-25 & 2025-26. | Certificate issued by a statutory auditor/chartered accountant (as attached Annexure-3) |
| **5** | **Average Annual Turnover** | The Average Annual Turnover for the last three financial years (2023-24, 2024-25, and 2025-26) shall be evaluated with reference only to the item(s) for which the bidder has submitted a bid as per Appendix A. | Certificate issued by a statutory auditor/chartered accountant (as attached Annexure-6) along with audited financial statements confirming the average annual Turnover of the Bidder during the stated financial years must be submitted. The turnover should be as certified by the chartered accountant/statutory auditor (specifying UDIN) and having valid registration.<br>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 chartered accountant/statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited financial statements for the financial year preceding the latest financial year for which the audited annual report is |

DRAFT

| | | | |
|---|---|---|---|
| | | | not being provided. |
| **6** | **Net Worth** | The net worth of the Bidder in the financial year immediately preceding the Bid Due date should be **positive**. | Certificate issued by a statutory auditor/chartered accountant (as attached **Annexure-6).** The Net Worth should be as certified by the chartered accountant/ statutory auditor (specifying UDIN) and having valid registration. |
| **7** | **Production Capacity** | Production capacity of the original manufacturer must be minimum **two (2) times of the quoted order** quantity in last one financial year. | Certificate of Statutory Auditor/Chartered Accountant.<br>As per Annexure 4. |
| **9** | **Proof of distribution network** | Bidders, if not having their registered office, manufacturing unit, or distribution facility within Maharashtra State, must have an established and operational distribution network in Maharashtra State at the time of bid submission. | Proof of distribution network— such as a valid drug/product/item(s) selling/distribution license issued by the state's licensing authority, along with details of authorized distributors (names, addresses, contact details) — must be submitted as part of the bid documentation<br>**Annexure 4 (A) and Copy of License od Sale / Distribution issued by State's Licensing Authority** |
| **10** | **Blacklisting or banned** | 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 Fraudulent and Corrupt business practices.<br><br>The bidder, whose | Affidavit as per **Annexure 8** |

DRAFT

| | | | |
|---|---|---|---|
| | | product/item(s) has been declared as misbranded, spurious or adulterated or any criminal case in respect of the above is pending in any court, as on Bid Due Date shall not be eligible to participate for that particular product/item(s), in the bid. Similarly, a Bidder convicted by court of law shall not be eligible to participate in the bid. | |
| **12** | **Litigation** | The Bidder should not be involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings that may have an impact of affecting or compromising the delivery of services as required under this contract. | Affidavit as per Annexure 9. |
| **13** | **EMD/Bid Security** | The EMD indicated under Clause 3.5, unless exempted under Clause 3.5.8, shall be **applicable on an item-wise basis as per Appendix A, for the item(s) quoted by the bidder**. | EMD payment shall be done as per the Clause 3.5. |
| | **EMD Exemption** | 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 | Requisite Certificate of Micro and Small-scale manufacturing industries registered under Micro, Small and Medium Enterprises Development Act, 2006. |

DRAFT

| | | | |
|---|---|---|---|
| | | Government Departments. | |
| **14** | **Conflict of Interest** | On the date of submission of the Bid, the Bidder should not have any conflict-of-interest situation. | Undertaking by the authorized signatory as per Annexure 2 |

4.1.1 **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:

a. Have controlling partners/shareholders in common; or
b. Receive or have received any direct or indirect subsidy from any of them;or
c. Have the same legal representative for purposes of the Bid; or
d. 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
e. 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 item(s), will result in the disqualification of all Bids in which the Bidder is involved;
f. has a close business or family relationship with a staff with the Purchaser who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Purchaser throughout the tender process and execution of the Contract; and
g. 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 item(s) that are the subject of the Bid.

DRAFT

4.1.2 Bid should not be submitted for item(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.

4.1.3 Bid should not be submitted by any Bidder as a whole or for the specified item(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.

4.1.4 If any of the item(s) of a Bidder have been blacklisted, during last 2 years from the Bid Due Date, such Bidder shall not be eligible to participate in this Tender Document for such item(s). If it is found that the Bidder has quoted for any such item(s) as per the terms of this Tender Document, the Bidder shall be blacklisted for such particular item(s) for 2 (two) years and damages equivalent to EMD shall also be levied on the Bidder. In such situation, the Bid for remaining item(s) (if quoted) will be considered further only if the damages are deposited before the completion of technical evaluation.

4.1.5 The Bidder, whose item(s) has been declared as of misbranded or spurious or adulterated quality and any criminal case is filed and pending in any court and subsists as on Bid Due Date, shall not be eligible to participate for that particular item(s), under this Tender Document. Similarly convicted bidder shall also not be eligible to participate in the Bid.

4.1.6 If a Bidder has two or more separate manufacturing units at different sites/states, the Bidder will be allowed to submit only one Bid for all units but necessary document regarding separate manufacturing units will be submitted along with the Technical Bid. The Bidder will be allowed to submit only one Bid for one item(s).

4.1.7 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.

4.1.8 This Tender Document is not transferable.

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

DRAFT

## 4.2 Manufacturing/Importing and Product Permissions

4.2.1 Bidder should be a manufacturer duly licensed in Form 25/Form 28/ Form 28D/Form 28E/Form MD5 and Form MD9 (as per drugs quoted) with current validity/ retention issued by the State Licensing Authority (SLA)/Central Licensing Authority (CLA) as the case may be or a direct importer holding valid import license in Form 10 or Form 10-A as applicable, with Form 41/Form MD 15 issued by the Drugs Controller General of India (DCGI) accompanied with Licenses in Form 20B/21B with validity retention.

4.2.2 Bidder should have obtained permission to manufacture the product(s) quoted strictly as per specification indicated in the Tender Document and in accordance with the standards specified in the Drugs and Cosmetics Act, 1940 from the competent authority such as state and/or central licensing authority.

4.2.3 In case of new drugs, import permission in Form CT-20 and manufacturing permission in Form CT-23 should be furnished in accordance with Rule 76/81 of the New Drugs and Clinical Trials Rules 2019 and Drugs and Cosmetics Act, 1940.

4.2.4 To ensure timely and smooth distribution of **Insecticides**, bidder, if not having their registered office, manufacturing unit, or distribution facility within Maharashtra State, must have an established and operational distribution network in Maharashtra State at the time of bid submission. Proof of such distribution network—such as a valid drug selling/distribution license issued by the state's licensing authority, along with details of authorized distributors (names, addresses, contact details) —must be submitted as part of the bid documentation

## 4.3 Minimum Tender Quantity

4.3.1 The details of the required items, 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 or decreased by the Purchaser, at its discretion, depending on the actual need.

4.3.2 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 drugs 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.

4.3.3 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 Contract Period.

## 4.4 Sample Submission

4.4.1 The successful bidder shall submit a sample of in 03 pieces of each individual product offered at the office of MMGPA, Mumbai for testing and verification purpose. The sample shall be evaluated by the Technical Committee as per

DRAFT

specifications mentioned in the bidding document. If the sample is rejected by the technical committee, Commercial bid of the bidder shall not be opened.

## 4.5 Inspection of Manufacturing Facilities

4.5.1 Purchaser may, at its discretion, conduct a inspection of the manufacturing premises.

4.5.2 Inspections of the production and related facilities of Bidders/ Suppliers will be at the discretion of the Purchaser. Such inspection may be at any stage after the Bidder is technically qualified for opening of Price Bid.

4.5.3 Where inspections are conducted as above, all parts of the manufacturing units including the quality control section will be subjected to rigorous inspection/auditing, irrespective of the items quoted. The Bidder/Supplier shall provide necessary co-operation for inspection of all the sections of the manufacturing unit. The denial of permission to inspect the manufacturing unit or failure to co-operate with the inspection of the different facilities or in providing information as per the details sought, will lead to disqualification.

4.5.4 The availability of plant & machinery, technical experts, analytical facilities of quality control lab etc., along with the compliance of CDSCO 2017 Guidelines adopted for the production of quality assured products, all other parameters mentioned in the regulations shall be evaluated by the team for considering the eligibility of the firm. Claim of holding the valid certification/valid license will be of no avail for eligibility, if the procedures as stipulated in the standard operating procedures are not duly complied with, or if the available plant/ machinery are not in working condition at the time of inspection. Tender offer will be rejected/contract will be terminated with due notice in such cases.

4.5.5 Originals of all the documents uploaded/submitted in the Technical Bid as mentioned in Annexure-4 should be produced for verification during inspection. Failure to produce any of the original documents will result in the rejection of the tender offer deeming that the Supplier had made false statement at the time of the bid.

4.5.6 Key manufacturing areas may be photographed by the inspection team as a part of transparency and cross verification. Denial of permission for photographing may result in the rejection of Bid deeming that the Supplier had made false statement at the time of the Bid, if applicable, and/or the Purchaser may proceed with any actions available to it under the terms of this Tender Document.

4.5.7 Failure to observe any of the conditions of the licenses issued by competent authority, if reported by the inspection team will result in the rejection of the Bid deeming that the Bidder/Supplier had made false statement at the time of the Bid, if applicable, and/or the Purchaser may proceed with any actions available to it under the terms of this Tender Document.

4.5.8 The entire EMD or equivalent amount from the Performance Security shall be enchased, as the case maybe, paid by the Bidder(s) shall be forfeited whose manufacturing facilities were rejected on the grounds of non-compliance to statutory requirements. For the Bidder/Supplier claiming EMD exemption, the

DRAFT

Bidder/Supplier shall be liable to pay damages to the Purchaser of an amount equivalent to the EMD for the drugs quoted by the said Bidder. In the event, the Bidder fails to pay the damages specified in this clause, the Purchaser reserves the right to debar/blacklist the Supplier/Bidder for next three years from participating in any future Tender published by the Purchaser.

4.5.9 The Purchaser, or its authorized representative(s) shall have the right to inspect the factories of Bidders, before releasing any Purchase Order(s) or at any point of time after the Bid Due Date till the completion of the obligations as per the terms of this Tender Document/Contract, and also has the right to reject the Bid or terminate / cancel the Purchase Orders issued and/or not re-order, based on adverse reports brought out during such inspections.

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

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

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

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

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

DRAFT

## 4.6 Shelf Life of the Items

4.6.1 **Shelf-Life Requirement:** The supplied medicine/ items shall have a minimum remaining shelf life of not less than seventy-five (75%) of the total shelf life at the time of receipt by the consignee.

4.6.2 **Minimum Acceptable Limit:** Under no circumstances shall consumables with a remaining shelf life of less than seventy-five (75%) of the total shelf life be not accepted.

4.6.3 **Labeling and Documentation:** The manufacturing and expiry dates shall be clearly and legibly printed on each label, carton, and outer package.

4.6.4 **Replacement and Rejection:** If any batch of supplied medicine is found to have a shelf life below the prescribed limit, such batch shall be liable for rejection. The supplier shall, at their own cost, replace the rejected stock within fifteen (15) days of intimation by the consignee or purchasing authority

4.6.5 **Final Authority:** The decision of the Purchaser/Procuring Authority/Consignee regarding acceptance or rejection of consumables on account of shelf life shall be final and binding on the supplier.

## 4.7 Method of Placing Purchase Orders

4.7.1 Subject to Clause 3.21, the following procedures will be adopted:

i. After the conclusion of Price Bid opening (Envelope 2), the lowest offer of the Bidder for the respective drug(s) is considered.

ii. The Bidder, who has been declared as Supplier for respective drug(s), shall execute necessary Contract for the supply of the tendered quantity of such drug(s) as specified in the Tender Document. On depositing the required amount as Performance Security and on execution of the Contract, such Bidder(s) shall be eligible for the placement of Purchase Orders.

## 4.8 Execution of Contract

4.8.1 The lowest/matched Supplier shall execute a contract 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.

4.8.2 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.

DRAFT

## 4.9 Performance Security

4.9.1 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.

4.9.2 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).

4.9.3 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.

4.9.4 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.

## 4.10 Supply Conditions

4.10.1 Purchase Orders along with the place(s) of supply (consignee destinations) will be issued to the Supplier(s). The supplier shall ensure that shelf life as given in Clause 4.6 is maintained at all times.

4.10.2 Within 2 days from the receipt of Purchase Orders, the Supplier(s) should provide the confirmation for the receipt with signed copy of Purchase Order and supply schedule as specified in Schedule-3 via email (maha.mmgpa2023@gmail.com).

4.10.3 The Supplier shall supply the entire ordered quantity within the timeline as specified in Maharashtra Medical Goods Procurement Authority Regulations 2025 dt. 21-03- 2025, and subsequent amendments thereto. The supply period as per the said regulations is as below**:**

| **Category** | **Supply Period starting from the date of Purchase Order (in days)** |
|---|---|
| Medical Goods/consumables supplies (Manufacturer) | 45 |
| Medical Goods/consumables supplies (Importer) | 60 |
| Essential Vaccines and highly specialized medicines | 90 |

4.10.4 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



DRAFT

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 drugs at the stipulated rate for each week or part thereof during which the delivery of such drugs may be delayed, as under:-

| Category of Stores | Penalty Amount |
|---|---|
| In case of an order not exceeding Rs. 2.00 Lakh in value | At the rate of ½ % per week subject to maximum limit of 10%. |
| In case of an order of Rs.2.00 Lakh and above | At the rate of ½ % per week subject to maximum limit of 5%. |

4.10.5 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.

4.10.6 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.

4.10.7 The Supplier(s) must submit an analysis report from a NABL accredited laboratory for every batch of drug along with invoice. In cases of Vaccines and Sera, the certificate of analysis from Central Drugs Laboratory, Kasauli shall be provided. In case of failure on part of the Supplier to furnish such report, the batch of drugs will be returned back to the Supplier and Supplier is bound to replenish the same with Govt. approved lab test report. The drugs supplied by the Supplier shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

4.10.8 Consignee shall not accept any shortages/damage in item(s) at the time of receipt. It is Supplier's responsibility to fulfil or replace shortages/damage in drug(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 drug received, for which no order is placed.

4.10.9 If the Supplier fails to supply the drug(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.

4.10.10 Notwithstanding anything contained in Clause 4.11.9 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

DRAFT

the Tender Document/ Contract and Purchase Order, at the discretion of the Purchaser.

## 4.11 Packing and Labeling

A. Packing

4.11.1 The drugs shall be supplied in the package specified in tender document and the packing and labelling shall be as mentioned in Schedule-4. Affixing of labels in smaller size will be treated as violation of tender conditions and fine will be deducted from the amount payable as per condition in Clause 4.11.

4.11.2 2D bar coding as per GS1 standard should be done on tertiary packing of the supplies as per the specifications given under Schedule-4.

4.11.3 2D bar coding should be done on secondary packing for fixed variables as per the specifications given under Schedule-4.

4.11.4 The packing in each carton shall be strictly as per the specification mentioned in Schedule-4. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of damages as per Clause 4.11. However, in case of poor / damaged packing, necessary replacement should be provided for damaged goods as notified by the Purchaser in such cases.

4.11.5 The caps of bottle preparations should not carry the name of the Supplier. The labels in the case of injectable preparations should clearly indicate whether the preparations are meant for Intravenous (IV), Intramuscular (IM), Intra Dermal (ID), Subcutaneous (SC) administration etc. The capsule shell should have the name of the drug.

4.11.6 It should be ensured that only first-hand fresh packaging material of uniform size, including bottle and vial, is used for packing. All primary packing containers should be strictly conforming to the specifications included in the relevant pharmacopoeia.

4.11.7 Packing should be able to prevent damage or deterioration during transit and storage. In the event of drugs supplied found to be not as per specifications in respect of their packing, the Purchaser, is at liberty to make alternative purchase of the drugs for which the Purchase Orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates, at the risk and the cost of the Supplier. In such cases the Purchaser, has every right to recover the cost and damages as mentioned in Clause 4.11.

B. **Labelling**

4.11.8 Labelling of the Drugs/Medical device shall be in strict compliance with Part-IX of the Drugs Rules, 1945/Chapter VI of Medical Device Rules, 2017 and other rules for the time being in force as approved by the appropriate Statutory authorities.

4.11.9 The manufacturing and expiry dates shall be clearly and legibly printed on each label, carton, and outer package.

DRAFT

## 4.12 Schedule for packaging of essential drugs

### A. GENERAL SPECIFICATIONS:

| Specification | Description |
|---|---|
| 1. Weight | No corrugated package should weigh more than **15 kilograms** (i.e; product + inner carton + corrugated box). |
| 2. Material Grade | All corrugated boxes should be of **"A" grade material,** Virgin (first-hand), unused paperboard only. |
| 3. Packaging Quality | All essential drugs shall be packed **only in first-hand boxes**. |
| **FLUTE** | |
| 4. Flute Type | Corrugated boxes should be of **narrow flute**. |
| **JOINT** | |
| 5. Box Joint | Every box should be **single joint**, not more than two joints. |
| **STITCHING** | |
| 6. Stitching Method | Every Box should be stitched using **pairs of metal pins with an interval of 2 inches** apart. The Boxes should be **stitched and** not joined using calico at the corners. |
| **FLAP** | |
| 7. Flap Quality | The Flaps should uniformly meet and not overlap each other. The Flap when turned by **45°–60° should not crack**. |
| **TAPE** | |
| 8. Sealing Tape | Each box should be sealed with **Gum Tape / BOPP (Biaxially Oriented Polypropylene) tape** along top and lower opening. |
| **CARRY STRAP** | |
| 9. Strapping | Every box should be strapped with **two parallel nylon carry straps** (they should intersect). |
| **LABEL** | |
| 10. Outer Label | Each corrugated box should carry a large outer label clearly indicating that the product is for **"Maharashtra Govt. Supply – Not for Sale"**. |
| 11. Product Label | The product label on the carton should be large at least **15 cms × 10 cms dimension.** It should carry the correct technical name, strength of the product, date of manufacturing, date of expiry , quantity packed and net weight of the box. |
| **OTHERS** | |
| 12. Mixed Products/Batches | No box should contain **mixed products** or **mixed batches of the same product**. |

### B. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

1. The box should not weigh more than 7-8 Kilograms. The grammage of outer box should be 150 GSM and inside partition / lining should be 120GSM.
2. The box should be of 5 ply with bursting strength of 9 Kg/ Cm2

### C. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

1. No corrugate box should weigh more than 7-8 Kgs.
2. Every Ointment tube should be individually packed in carton and then packed in 20's in a White board box, which may be packed in a corrugated box.

DRAFT

3. The grammage of outer box should be 150 GSM and inside partition / Lining should be 120GSM.

**D. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES):**

1. Vials may be packed in corrugated boxes weighing upto 15 Kilograms. Ampoules should be packed in C.B weighing not more than 8 Kilograms.
2. Corrugated box for vials should be of 150 GSM (outer box should be 150 GSM and inside partition / lining should be 120 GSM) and 7ply, while corrugated box for ampoules should be of 150 GSM (outer box should be 150 GSM and inside partition / lining should be 120 GSM) and 5 ply.
3. Bursting strength for CB boxes for
    a. Vials: Note less than 13 Kg/Cm2
    b. Amp: Note less than 9 Kg/Cm2
4. In the case of 10 ml Ampoules, 100 or 50 ampoules may be packed in a White board box. Multiples of White board boxes packed in corrugated box. In case of Ampoules larger than 10 ml, only 25 ampoules may be packed in a White board box with partition.
5. If the vial is packed in individual carton, there is no necessity for White board box packing. The individual carton may be packed as such in the corrugated box with center pad.
6. In case of ampoules, every White board box should carry 5 amps. Cutters placed in a polythene bag.
7. Vials of Eye and Ear drops should be packed in an individual carton with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a White board box.

**E. BARCODING AND ADOPTION OF GLOBAL IDENTIFICATION STANDARDS**

1. **Master Data Sharing**
   All Manufacturers needs to allocate a Global Trade Item Number (GTIN) to the product and map the same with the MMGPA Product code on GS1 application.
2. **Barcoding at Tertiary packaging**
   The final logistic unit i.e. outer carton/shipper/pallets will be considered as tertiary level of packaging. Follow the below steps for complying to the ASN and barcoding requirements.
   i. **ASN creation using GS1 application:**

Before dispatching the consignment, details as per section "A" below information shall be uploaded on GS1 application mandatorily.

**A) Consignment details to be uploaded on GS1 application for ASN**

1. GTIN (Product code) – To be allocated by Manufacturer/Brand owner
2. Manufacturing Date
3. Expiry Date
4. Batch Number
5. Invoice Number
6. PO Number



DRAFT

7. Truck Number
8. Quantity (Number of tablets/bottles)

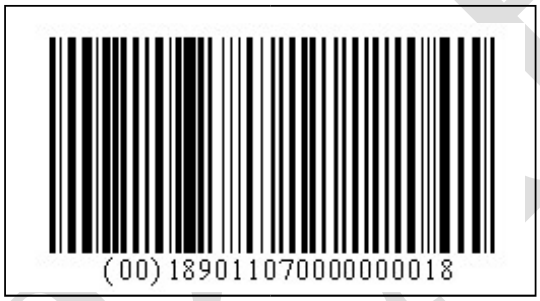
The ASN details shall be uploaded by the party who is dispatching the physical consignment. In case, the supply is coming directly from Manufacturer, it should be uploaded by the manufacturer. However, if the supply is being serviced by a Distributor, then the distributor will be responsible for applying labels on tertiary pack and generate ASN using their GS1 license.

Note: During the tender process, submission of Manufacturer/Brand owner GS1 license copy is mandatory. And in case the manufacturer needs to appoint a distributor for the actual supply, in such cases, Distributor copy of GS1 license is also required to be submitted.

**(ii) Printing of Serial Shipping Container Code (SSCC) label using GS1 application.**

Once, the ASN details are uploaded on GS1 application, the tertiary barcode label will be generated in the system and supplier shall print and apply on each carton/shipper before dispatching the consignment. The SSCC will be the unique serial number for each carton.

Barcode should be in GS1-128 format only.




In the above Illustration the barcode encodes the following data:

| | |
|---|---|
| (00) | Application Identifier to indicate the unique serial number of the tertiary pack |
| 189011070000000018 | 18-digit numeric serial number of the tertiary pack |

**3) Barcoding at Secondary Packaging**

Incorporation of barcode at secondary level packaging incorporating the following data attributes:

a. Unique product identification code (GTIN)
b. Batch No.
c. Quantity Number of tablets/bottles)

DRAFT

**Secondary Level Pack:**

Is defined as a level of packaging that may contain one or more primary packages usually termed as Mono-carton/carton.

Secondary level barcode can be generated using 2D- GS1 Data matrix .

Note-

1) Shrink wrap packaging will not be considered as Secondary level packaging.
2) For converting, GTIN-13 into GTIN-14, kindly use "0" as a prefix for all levels of packaging.

Data Attributes Captured in GS1 Data matrix format

1) Unique product identification code (GTIN)
2) Batch No.
3) Qty- No of tablets/bottle

| Attribute | Description | Length | Nature | Data Type |
|---|---|---|---|---|
| (02) | Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode | 2 | Fixed | Numeric |
| 0 8901072 00253 3 | GTIN-14- Unique product code with first digit being the packaging indicator | 14 | Fixed | Numeric |
| (10) | Application identifier to indicate Lot/batch<br><br>Brackets not encoded in the barcode | 2 | Fixed | Numeric |
| BATCH123 | Batch No / Lot No | Upto 20 | Variable | Alphanumeric |

DRAFT

| | | | | |
|---|---|---|---|---|
| (37) | Application Identifier to indicate serial number<br><br>Brackets not encoded in the barcode | 2 | Fixed | Numeric |
| 5 | Quantity/Units in Secondary pack | Upto 8 | Variable | Alphanumeric |
| Recommended Barcode depending upon the space available – GS1 Data matrix | (02) 0 8901072 00255 3<br>(10) BATCH123<br>(37) 5 | | | |

**4. Barcoding at Primary Packaging**

Incorporation of barcode at primary level packaging incorporating the following data attributes:

**Primary Level Pack:**
Is defined as the first level of packaging in direct contact with the product like Strip, Vial, Bottle etc

**<u>Scenario-I</u> Primary pack with a Mono-carton/Carton/Secondary level pack**

For primary packaging packed in a Mono-carton/Secondary pack carton

a. Unique product identification code (GTIN)
Note-
1) For converting, GTIN-13 into GTIN-14, kindly use "0" as a prefix for all levels of packaging.

| Attribute | Description | Length | Nature | Data Type |
|---|---|---|---|---|

DRAFT

| | | | | |
|---|---|---|---|---|
| (01) | Application Identifier to indicate GTIN-14<br><br>Brackets not encoded in the barcode | 2 | Fixed | Numeric |
| 0 8901072 00253 3 | GTIN-14 with first digit being the packaging indicator | 14 | Fixed | Numeric |
| Recommended Barcode<br>– GS1 Datamatrix, | (01) 0 8901072 00255 3 | | | |

**<u>Scenario-II</u> Primary pack without Mono-carton/Secondary level pack**

**For Primary packaging going directly into Tertiary pack without a Carton/Mono-carton/Secondary pack**

1) Unique product identification code (GTIN)
2) Batch No.

Note- For converting, GTIN-13 into GTIN-14, kindly use "0" as a prefix for all levels of packaging.

(01)08901072002533
(10)BATCH123

| Attribute | Description | Length | Nature | Data Type |
|---|---|---|---|---|

DRAFT

| | | | | |
|---|---|---|---|---|
| (01) | Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode | 2 | Fixed | Numeric |
| 0 8901072 00253 3 | GTIN-14- Unique product code with first digit being the packaging indicator | 14 | Fixed | Numeric |
| (10) | Application identifier to indicate Lot/batch<br><br>Brackets not encoded in the barcode | 2 | Fixed | Numeric |
| BATCH123 | Batch No / Lot No | Upto 20 | Variable | Alphanumeric |

## 4.13 Aggregation and "parent-child" relationship serialisation

When the QR code or barcode on a tertiary package (like a shipping case or pallet) is scanned, the serial numbers of the blister packs inside (primary packaging) can be identified without opening the package due to a process called aggregation in pharma serialization.

- **Parent-Child Relationship:** During packaging, each blister (primary) receives a unique serial number and QR/DataMatrix code (the "child"). When these blisters are packed into cartons (secondary) and further into cases/pallets (tertiary), software systems link the serial numbers at each level by recording a "parent-child" relationship.
- **Central Database:** All this linking data (which blisters/serials are inside which carton, which cartons are inside which case) is uploaded to a secure database or the manufacturer's digital traceability system.
- **Tertiary Code Lookup:** When the tertiary-level code (unique QR code) is scanned, the system retrieves from the database the complete list of serial numbers for all individual blisters contained within that package—based on the links established during aggregation.
- **No Need to Unpack:** This allows supply chain operators or warehouses to quickly know exactly which blisters (their unique serial numbers) are inside any shipping case or pallet just by scanning the outside label.

DRAFT

- The identification is indirect: the tertiary code itself is not a "container" for all serial numbers but is a reference that unlocks a digital "tree" of all linked codes for the inner packs.
- To ensure this facility the Bidder/Supplier shall ensure the aggregation process in packaging and provide the complete data of 'Parent-Child' linkage of the medical goods supplied and the access to its database to the same extent.

## 4.14 Deduction & Damages on Quality Failure

4.14.1 As soon as the drugs are received at the consignee location from the Suppliers, the details of the same shall be fed into the computer system (e-Aushadhi). Samples shall be drawn randomly from the Supplies from each batch. The samples drawn will be sent to the Quality Assurance (QA) cell of Purchaser.

4.14.2 After the samples are received at QA cell of Purchaser from randomly selected consignees, they will be segregated drug wise and batch number wise. The common batch of an item shall be mixed, and sample shall be drawn from pooled batch. Steps shall be taken to remove or hide the identity of the manufacturer and encode the formulations secretly. Encoded stickers shall be affixed on the blisters/strips/bottles/vials, as the case may be, so that the name and identity of the manufacturer gets hide but the contents of the sample are visible (Printed on the Sticker). The formulations / items assigned with secret unique codes will be sent to empaneled laboratories for analysis. Such sample should randomly be sent to laboratory. Within twenty-four hours of the receipt of samples, the information in appropriate format shall be uploaded by the empaneled laboratories on the e-Aushadhi portal. If any sample is received in a damaged condition by the laboratory, it shall not be analyzed, and the information thereof shall be sent immediately to the QA cell of Purchaser.

4.14.3 The empaneled laboratories shall analyze the drugs as per specifications and prescribed test protocols and submit its report to QA cell of Purchaser on e-Aushadhi portal. The empaneled laboratory shall not disclose any of its information or report to anyone except the Purchaser. Every test report must have remark (i.e.) "Standard Quality" or "Not of Standard Quality". Reports should have serial no., description of tests, specifications and results obtained as enumerated in relevant Acts and Rules. Reports shall be attached along with spectra/chromatography datasheets, if applicable.

4.14.4 If any sample sent to the empaneled laboratories fails in quality, the result may be confirmed with the other empaneled laboratories or Government Analyst before taking final decision.

4.14.5 If the drug fails in assay or any other parameters action shall be taken by the QA Cell immediately. The stock shall be frozen and kept separately until it is cleared. If the empaneled laboratories or government analyst confirm the failure of the drug to meet the standards, steps shall be taken to destroy or incinerate the stocks at the cost of the Supplier.

4.14.6 The report of the laboratory shall be communicated to the Supplier. The Supplier shall compensate for the substandard drug by supplying new batch of the same quantity within thirty days of the letter for information. If the Supplier fails to

DRAFT

deliver the same within the stipulated timeline, then the Purchase Order for the item will be cancelled and no payment shall be made against that supply. For avoidance of doubt, it is clarified that the Damages shall be levied as per Clause 4.11.4 of this Tender Document.

4.14.7 If any of the consumables supplied by the Supplier has been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price for the quantity not consumed and informed to take back, will be recovered from the Supplier, if payment has already been made.

4.14.8 The Supplier shall furnish the source of procurement of raw material utilized in the formulations, if required by the Purchaser. The Purchaser reserves the right to cancel the Purchase Orders, if the source of supply is not furnished.

4.14.9 The decision of the Purchaser, or any officer authorized by it, as to the quality of the supplied consumables etc., shall be final and binding.

4.14.10 In the event of making alternative purchase, as specified in Clause 4.11.9 damage will be imposed on the Supplier. The excess expenditure over and above contracted prices incurred by Purchaser, in making such purchases from any other sources or in the open market or from any other bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Supplier including through encashment of Performance Security or adjustment from any money payable to the Supplier under this Contract. Upon encashment and appropriation of the Performance Security, the Supplier shall, within [15 (fifteen)] days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Purchaser shall be entitled to terminate the Contract. In all the above conditions, the decision of the Purchaser, shall be final and binding.

## 4.15 Blacklisting of Product/Tenderer on withdrawal of Tender

4.15.1 If the Tenderer(s) fails to execute the agreement / to deposit performance security / to perform the obligations under the tender conditions / commits default in the performance of the contract, such Tenderers will be blacklisted for a period of 2 years by MMGPA., from the date of intimation besides forfeiture of Earnest Money Deposit (EMD) / Performance Security.

4.15.2 The Tenderers who have withdrawn after submitting their bids and before MMGPA finalizes and places the purchase orders either fully or partially, will be blacklisted for a period of 2 years from the date of intimation by MMGPA, apart from forfeiture of the Performance Security /EMD.

## 4.16 Blacklisting for Non-Supply of purchase Order(s)

4.16.1 If the supplier fails to execute at least 70% of the ordered quantity as mentioned in a single Purchase order and such part supply for any three purchase orders of the same drug, then the product of the supplier will be blacklisted and becomes ineligible to participate in any of the tenders for that particular drug(s) by

MMGPA, for a period of 2 years from the date of intimation for blacklisting besides forfeiture of performance security of that product(s).

4.16.2 If the supplier supplies more than one drug and 50% of such drugs are blacklisted, the firm/company is liable to be blacklisted for a period of 2 years from the date of intimation besides forfeiture of performance security in full.

4.16.3 Purchase orders, if any, already issued before taking any blacklisting action or orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

4.16.4 The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under Drugs and Cosmetics Act 1940 or MMGPA Acts & Regulations, will display names of such blacklisted product(s) and company/firm on its website and also circulate the same among other state Government / Central Government and its Drug procurement agencies including respective State Drugs Control Department where the company or firm is located.

## 4.17 Blacklisting of Product(s) based on Quality Test by the Empaneled Laboratories

4.17.1 Each and every batch of Consumables supplied by the supplier shall be subjected to quality test by the Empaneled laboratories.

4.17.2 The samples are collected from the Warehouses/consignees from each batch of supply of the same drugs and after eliminating the common batch, samples shall be taken in random, decoded and will be sent to the empaneled testing laboratories for testing the quality of drugs.

4.17.3 If such sample passes quality test in all aspects, MMGPA, will instruct its Warehouses/consignees to issue such drugs to various hospitals/Institutions for use.

4.17.4 Such quality passed batches if received after declaration of result of the earlier supply, the same will be again subjected to testing and the latest report of that particular batch will prevail upon the earlier results and binding on the entire quantity of the batch supplied and recovery will be made for the entire quantity of that batch irrespective of purchase order date or date of supply etc.

4.17.5 If the sample fails in quality test and report is received certifying that sample is not of standard quality, one more sample shall be drawn from the same batch and will be sent to Government Drugs Testing Laboratory for quality testing.

i. If such sample passes the quality test as per the report of Government Analyst, the drugs representing the sample shall be qualified for issue to various Institutions.

ii. If such sample fails in the quality test, as per the report of the Government Analyst, the drugs of the batch are not qualified for issue and the supplier shall take back the drugs supplied in that batch, besides taking other actions as per the Tender conditions by MMGPA.



DRAFT

iii. If such Sample fails in quality test for ASSAY content of less than 50% as per the Government Analyst report, such product of the tenderer will be blacklisted for two years beside forfeiture of Performance security of that product.

iv. However, MMGPA, reserves the right to reject the drugs based on reports from empaneled laboratories with the applicable penal provisions.

4.17.6 If 3 batches of a particular drug supplied by the supplier is reported to be failing in Assay content (above 50% but below prescribed limit) / Sterility / BET / Toxicity / and or other parameters, then the particular drug of the firm shall be blacklisted and forfeiture of Performance Security of that particular product(s).

4.17.7 In all the cases the reports received from the Government Drug Testing Laboratory/ decision of MMGPA will be conclusive and final and binding on the suppliers.

## 4.18 Blacklisting of Product(s) based on Quality Test by Statutory Authorities

4.18.1 On intimation from Drugs Inspector(s) during their statutory sampling, that the particular drug has been reported to be of not of standard quality, the issue of available stock of the particular drug will be stopped. Further, the available stock of the product in hospitals will be retrieved. If the sample is reported to have less than 50% of content, the particular product will be blacklisted for 2 years from the date of intimation of blacklisting

4.18.2 If 3 batches of a particular drug supplied by the supplier is reported to be failing in assay content (above 50% but below prescribed limit) and/or other parameters, then the particular drug of the firm shall be blacklisted for a period of 2 years from the date of intimation.

4.18.3 If a single batch of any product(s) supplied by the company/firm declared as Adulterated/spurious/ Misbranded by the Government Authorities during the shelf life of the product supplied irrespective of tender period, the company/firm shall be blacklisted for a period of 5 years from the date of intimation.

## 4.19 Blacklisting of the Supplier on Quality Failure

4.19.1 In case of any sample even in one batch, declared as Adulterated/spurious/Misbranded by the Government Authorities, the company/firm shall be blacklisted for a period of 5 years from the date of intimation besides forfeiture of performance security in full.

4.19.2 If the supplier supplied more than one drug and 50% of such drugs are blacklisted, the firm is liable to be blacklisted for a period of 2 years from the date of intimation.

## 4.20 Procedure for Blacklisting/Debarment

4.20.1 On receipt of report from Govt. Analyst/Drug Testing Laboratory indicating that a particular Drug/Drugs is Not of Standard Quality/ Adulterated/ Spurious/ Misbranded (as the case may be), a show cause notice shall be issued to the

DRAFT

supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, the CEO, MMGPA, may take appropriate action on merits of the case and impose penalty @ 25% of the value of the failed batch (or) 7.5% of the total supply value made in the particular purchase order (which ever higher) or blacklist the particular drug(s) of the company or firm as deemed fit besides forfeiture of Performance Security.

4.20.2 If a particular drug has been blacklisted according to the procedure stated above, the supplier is not eligible to participate in any of the tenders for that particular drug floated by the MMGPA, until the period of blacklisting is over.

4.20.3 If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by MMGPA until the period of blacklisting is over.

DRAFT

# Appendix A: Schedule of Requirements

| Sr No | Name of Item | Specifications | Unit | Packing | Approx. Qty. | EMD Amount (Rs.) | Average Annual Turnover Required for the bidder in FY 2023-24,2024-25 & 2025-26 |
|---|---|---|---|---|---|---|---|
| 1 | Pyrethrum Extract 2% lit | Pyrethrum Extract 2% IS:1051-1980 (Second Revision) Packing 25 litre per tin & as per specification of NCVBDC, New Delhi.<br>Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | Per unit | 25 litre | 4600 | 210000 | 5317600 |
| 2 | Temephos 50% EC lit | IS: 8498-1977 with amendment no. 1& 2 bearing ISI certification mark. Only BIS approved packing should be used.Packing 5 litre Tin. & as per specification of NCVBDC, New Delhi<br>Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | Per unit | 5 litre | 7500 | 210000 | 6397500 |
| 3 | Cyphenothrin 5 % lit | CyphenothrineCyphenothrin 5%EC, Low Mammalian Toxicity and Suitable for Fogging (Thermal & Cold). Cyphenothrin 5% EC should conform to the standard specified by IS vide No.15979:2012 and amended there of & as per specification of NCVBDC, New Delhi.<br>Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | Per unit | NOS | 1200 | 105000 | 1440000 |
| 4 | Biolarvicide (Bti) | Biolarvicide: Bti 5% AS Liquid Serotype, H-14, approved by Technical Advisory Committee of GoI to use under National Vector Borne Diseases Control Programme guidelines. Packing as per approval of CIB Registration Committee in 100 ml, 250 ml, 500 ml, 1000 ml. TAC approval Letter mandatory & as per specification of NCVBDC, New Delhi.<br>Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | Per unit | NOS | 3200 | 105000 | 4153600 |
| 5 | Malathion 5 % for | Malathion Technical (s- 2-di (ortho-oxycarbonyl) ethyl O, Odimenthylphosphorodithioate)<br>shall confirm to IS:1832-1978 specifications with | Per unit | NOS | 2230 | 10500 | 294360 |

DRAFT

| Sr No | Name of Item | Specifications | Unit | Packing | Approx. Qty. | EMD Amount (Rs.) | Average Annual Turnover Required for the bidder in FY 2023-24,2024-25 & 2025-26 |
|---|---|---|---|---|---|---|---|
| | dusting | up to date amendments with minimum 95% Malathion content % by mass and shall have no foul or disagreeable odour. Wll be purchase from license holder only & as per specification of NCVBDC, New Delhi Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | | | | | |

DRAFT

# Appendix B: Checklist

(Mandatory Documents to be uploaded online in the Technical Bid)

| TECHNICAL BID DOCUMENTS. | | | Page No. (as per the Bid) |
|---|---|---|---|
| 1 | Proof of Tender fees and EMD paid (if exempted as per Clause 3.5.8, attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006 (if applicable). | Yes / No | |
| 2 | Copy of certificate of incorporation/registration along with charter documents and other documents according to the nature of entity. | Yes / No | |
| 3 | Pan Card Details. | Yes / No | |
| 4 | GST Registration certificate along with copy of the GST return of last quarter. | Yes / No | |
| 5 | Copy of manufacturing drug/product/item license with product list duly approved by the Licensing Authority/ State drug authority for each and every product quoted as per specification in the bid. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license | Yes / No | |
| 6 | Appendix C (EMD Calculation Sheet) | Yes/No | |
| 7 | Annexure-1 (Technical Details of Item(s) Quoted) | Yes / No | |
| 8 | Annexure-2 (Letter Comprising Technical Bid) | Yes / No | |
| 9 | Annexure-3 (Proforma for Production and Sale Statement) | Yes / No | |
| 10 | Annexure-4 (Details of Manufacturing Unit) | Yes / No | |
| 11 | Annexure-5 (Details of Items Quoted with Drug Code) | Yes / No | |
| 12 | Annexure-6 (Annual Turnover Statement for Three Years) along with Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e., (2023-24, 2024-25 and 2025-26) certified by the Statutory Auditor or Chartered Accountant. | Yes / No | |

DRAFT

| | | | |
|---|---|---|---|
| 13 | GST Registration certificate along with copy of the GST return of last quarter. | Yes / No | |
| 14 | Annexure-7 (Format of Power of Attorney for signing of Bid) except for proprietorship | Yes / No | |
| 15 | Annexure-8 (Affidavit for Blacklisting) | Yes / No | |
| 16 | Annexure-9 (Litigation Affidavit) | Yes / No | |
| 17 | Annexure-10 (Mandate Form) | Yes / No | |
| 18 | Import Export Certificate (IEC Code) for Importer | Yes / No | |

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

DRAFT

# Appendix C: EMD Calculation Sheet

**(to be submitted by Bidder in their Letter Head)**

**Tender No.: _____**
**Bidder Name: _____**
**Date: _____**

**Item-wise EMD Calculation (*Illustrative Example: Figures provided below are for reference only. Bidders shall refer to Appendix A for actual EMD values.*)**

| Sr. No. | Item Name / Description | EMD per Item (₹) (as per Appendix A) |
|---|---|---|
| 1 | Pyrethrum Extract 2% lit | 210000 |
| 2 | Temephos 50% EC lit | 210000 |
| 3 | Cyphenothrin 5 % lit | 105000 |
| 4 | Biolarvicide (Bti) | 105000 |
| 5 | Malathion 5 % for dusting | 10500 |
| **A** | **Sum of EMD Applicable** | |
| **B** | **Total EMD of the Tender (Sum of All Items Mentioned in Appendix A)** | **6,40,500** |
| **C** | **Exemption (C-B)** | |

**EMD Payment / Exemption Details**

| Particulars | Details |
|---|---|
| Total EMD Applicable (₹) | |
| EMD Amount Paid (₹) | |
| EMD Exemption Claimed (Yes/No) | |

**Declaration by Bidder**

We hereby confirm that the above EMD calculation is based on the items quoted by us in accordance with Appendix A. The EMD amount submitted is correct and corresponds to the items quoted. We understand that any discrepancy may lead to rejection of our bid.

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

**Date**

**Place**

**(Name and seal of Bidder)**

DRAFT

# Annexure 1: Technical Details of Item(s) Quoted

**Tender reference No:E-276/MMGPA/ Tender for Insecticides (2025-26)**
**Item Name: Following are the minimum requirements. Products offered must meet these parameters herein. <u>All columns in the below table need to fill mandatorily.</u>**

| Sr. No | Item Name | Technical specification s/ composition of tender enquiry | Compliance on each parameter with detailed substantiation how the offered product meets the technical requirement. | If Column B=C (write Yes or No) | Generic Name / Brand Name | Medical Device/Import License No. | MSME/ SSI No. | Remarks, if any |
|---|---|---|---|---|---|---|---|---|
| | A | B | C | D | E | F | G | H |
| 1 | Pyrethrum Extract 2% lit | Pyrethrum Extract 2% IS:1051-1980 (Second Revision) Packing 25 litre per tin & as per specification of NCVBDC, New Delhi.<br>Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | | | | | | |
| 2 | Temephos 50% EC lit | IS: 8498-1977 with amendment no. 1& 2 bearing ISI certification mark. Only BIS approved packing should be used.Packing 5 litre Tin. & as per specification of NCVBDC, New Delhi<br>Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | | | | | | |
| 3 | Cyphenothrin 5 % lit | CyphenothrineCyphenothrin 5%EC, Low Mammalian Toxicity and Suitable for Fogging (Thermal & Cold). Cyphenothrin 5% EC should conform to the standard specified by IS vide No.15979:2012 and amended there of & as per specification of NCVBDC, New Delhi.<br>Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | | | | | | |

DRAFT

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 4 | Biolarvicide (Bti) | Biolarvicide: Bti 5% AS Liquid Serotype, H-14, approved by Technical Advisory Committee of GoI to use under National Vector Borne Diseases Control Programme guidelines. Packing as per approval of CIB Registration Committee in 100 ml, 250 ml, 500 ml, 1000 ml. TAC approval Letter mandatory & as per specification of NCVBDC, New Delhi.<br>Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | | | | | | |
| 5 | Malathion 5 % for dusting | Malathion Technical (s- 2-di (ortho-oxycarbonyl) ethyl O, Odimenthylphosphorodithioate) shall confirm to IS:1832-1978 specifications with up to date amendments with minimum 95% Malathion content % by mass and shall have no foul or disagreeable odour. Wll be purchase from license holder only & as per specification of NCVBDC, New Delhi Required (As per the Insecticide act 1968 clause 13 and Insecticide act 1971 clause 9,10(3) and the circular from Agriculture commissionerate of Maharashtra no guniyo/guni 7-8 /kina/5033/2022 dated on 9/2/22) Attached herewith. | | | | | | |

Note:

- Pharmacopoeia standards IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of the Applicable Laws.
- Active ingredient used in formulation of item quoted shall be of mentioned Pharmacopoeia quality & Specifications.

Sign

Stamp

Date

DRAFT

# Annexure-2: Letter Comprising Technical Bid

**To,**
**Chief Executive Officer,**
**Maharashtra Medical Goods Procurement Authority,**
**1st 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 drugs, 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.

DRAFT

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 Contract 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 Contract 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 Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Contract and 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.

DRAFT

17. I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

18. I/ We offer a Tender Fee of INR [****] and EMD of INR [********] to the Authority 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 Contract.

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 Contract in accordance with the Tender Documents and the Contract.

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)**

DRAFT

# 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 | **2023-24** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 2 | **2024-25** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 3 | **2025-26** | | | | | | | | |
| | | | | | | | | | |

Add rows as per requirement.

**Note:**

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

DRAFT

# Annexure-4: Details of Manufacturing Unit

(The details of manufacturing facility to be furnished)

Name of the Bidder and :

Office Address

Factory Address :

PAN :

GST No. :

Phone Nos. :

Fax :

E-Mail1 :

Date of Inception :

License No. & Date :

Issued by :

Valid up to :

Details of installed Production Capacity :

---

[1]Bidder shall ensure that, all correspondence with the Purchaser shall be through the official email id mentioned herein.

DRAFT

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

Tablets :

Capsules:

General :
Beta-Lactum :
Injection

Ampoules :

Vials :

I.V.Fluids :

Sterile Powder:
Liquids

Suspension :

Syrups :

Drops :

Ointment :

Powders :

Antiseptics/
Disinfectants :

**Medical Consumables :**

Name & designation of the authorized signatory:

Specimen signature of the authorized Signatory:

*The details of manufacturing unit should be for the premises where item(s) quoted are actually manufactured.

DRAFT

## 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

All the data provided in the above table has been verified by undersigned Chartered Accountant/Statutory Auditor.

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]

DRAFT

# Annexure-5: Details of Items Quoted

1. Name of the firm:

2. Address as given in manufacturing license:

3. Mfg. License No. :

4. Import License No. :

5. Date of issue :

6. Validity :

7. Non-conviction Certificate obtained on:

8. Market standing certificate obtained on:

9. Details of endorsement for all products:

| Sr. No. | Item(s) name | Specifications | Date of endorsement obtained from Central/State Drugs Commissioner | Whether Endorsement is in Generic or Brand Name |
|---|---|---|---|---|
| | | | | |

*Add As Many Rows as possible You Want to Add*

DRAFT

# Annexure 6: Annual Turnover Statement for Three Years

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

M/s. ..... is participating in Tender No…… Items details as per Below Table.

| **Sr. No. of Item (as per Appendix A)** | **Name of Item** | **Required Turnover (In Rs)** |
|---|---|---|
| | | |
| | | |
| | | |
| Total Required Turnover | | |

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 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 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:

1. 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.

2. Provide supporting audited financial statements (Balance Sheets, Profit and Loss Statements, etc.) of the bidding entity.

DRAFT

3. The Net Worth of the bidder in the financial year immediately preceding the Bid Due Date should be positive.

4. "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]

DRAFT

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

(Refer Clause 3.3)

(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 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 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

DRAFT

as applicable) (Signature, Name and Address of the Notary)
Seal of the Notary Registration Number
of the Notary
Date___

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.

DRAFT

# Annexure-8: Affidavit for Non-Blacklisting

**(*on Non-Judicial Stamp Paper of Rs. 500/-*)**

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

**Tender reference No: E- 276 /MMGPA/ Tender for Insecticides (2025-26)**

1. This is to certify that the rates quoted in the bid are not higher than D.P.C.O., N.P.P.A, or not higher than MRP.
2. I/We undertake to provide the Insecticides as required by Maharashtra Medical Goods Procurement Authority, Mumbai and there will be no deviation in composition, quality, packing etc.
3. 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.
4. 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 Authorized 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*}

DRAFT

# Annexure- 9: Litigation Affidavit

**(on Non-judicial Stamp Paper of Rs.500/-)**

**Tender reference No: E- 276 /MMGPA/ Tender for Insecticides (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

**<u>Verification</u>**

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*}

DRAFT

# Annexure-10: Mandate Form

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

**Bank Details**

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

(in lieu of the bank certificate to be obtained, please **attach the original cancelled cheque** issued by your bank for verification of the above particulars)

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

Date Company Seal Signature

Place

(Name of the person signing & designation)

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

**Bank Seal with address** **Signature of the Authorized Official of the bank**

DRAFT

# Annexure-11: Indicative format for PRICE BID (BOQ) to be submitted online only

**(To be kept in Envelope No. 2)**

| S.No. | Item Description | Unit | Packing | Quantity | Ex-factory cost per unit | GST applicable for Govt. Supply (In Rs.) | Other incidental charges (please specify) (In Rs.) | Total landed cost per unit (6+7+8) (In Rs.) | Total Cost Rs. (5 x9) |
|---|---|---|---|---|---|---|---|---|---|
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** |
| 1 | Pyrethrum Extract 2% lit | Per unit | 25 litre | 4600 | | | | | |
| 2 | Temephos 50% EC lit | Per unit | 5 litre | 7500 | | | | | |
| 3 | Cyphenothrin 5 % lit | Per unit | NOS | 1200 | | | | | |
| 4 | Biolarvicide (Bti) | Per unit | NOS | 3200 | | | | | |
| 5 | Malathion 5 % for dusting | Per unit | NOS | 2230 | | | | | |

Total tender price (in words……)
The price should be quoted only in Indian currency Note:
**In case of discrepancy between unit price and total price, the unit price shall prevail.** Only total landed cost per unit considered for rate comparison.

Signature of the Tenderer
Name
Designation
Business address

A separate price schedule to be used for each item while quoting rates. Each price schedule to be sealed in separate envelope mentioning PRICE BID for Item. All such price schedule should be enclosed in envelope no. 2 which should be sealed.
**To be uploaded in the form of Excel.**

DRAFT

# Annexure-12: Statement showing comparative prices offered by the tenderer in other tenders of the same product

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

**Please mention quoted rates of above item of different years**

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

DRAFT

**Signature**

**Seal**

# Annexure 13: Manufacturer's Authorization Form

To,
The Chief Executive Officer
Maharashtra Medical Goods Procurement Authority
1st 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 Request For Proposal ref no. *(Title and reference of RFP)* 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 Request for Proposal and Contract 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:*

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 it's bid.

This Letter /form is required to be provided by Importer/Authorized Distributor.

Signature (Manufacturer/Importer)

Date

DRAFT

# Annexure 14: Declaration for Non-Drugs Items

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

Dear Sir,

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

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

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

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

Signed.....

Name: ……..

Designation…….…….

(Company Seal)

(Above shall be furnished by Authorized Signatory

DRAFT

# Schedule 1: Contract 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;



DRAFT

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 |

DRAFT

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

**1st Floor, Aarogya Bhawan,**
**Near CSMT Railway Station,**
**Mumbai 400001 (Maharashtra)**

DRAFT

# Schedule-2 Performance Security Form

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

Dear Sir
Whereas you intent 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.

DRAFT

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: _____
_____

DRAFT

# Schedule-3: Supply Schedule

(in accordance with clause 4.12)

Dt:

Supplier Name:

PO No:

PO Date:

Item Name:

Total Ordered Qty:

| Sr.No. | Consignee Name | Ordered Qty | Expected Date of drug to be manufactured at manufacturing unit | Expected Date of in house/NABL testing | Expected Date of Delivery | No. of days taken from PO Date | Remarks, if any |
|---|---|---|---|---|---|---|---|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |

**Seal**

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

DRAFT

# Schedule 4: Schedule for Packing

**SPECIFICATIONS: All items should be packed & Supplied in Prescribed packing only &As per standard guidelines of FDA/ISI.**

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

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

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

**II. Case Identification**

All cases should prominently indicate the following

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



DRAFT

8. Any additional cautionary statements.

**III. Marking**:

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

DRAFT

# Schedule 5 Prebid Queries Format

**Name of the Bidder:**

**(A): Prebid Query Format for General Terms & Conditions**

| Sr no | Tender Page no | Tender Clause no | Clause Title | Query / Clarification | Justification by Bidder |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

**(B): Prebid Query Format for Technical Conditions**

| Sr no | Item Sr no (As per Appendix A) | Name of the Item | Specifications | Query / Clarification | Justification by Bidder |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

DRAFT