



Government of Maharashtra

*Medical Superintendent Regional Mental Hospital, Yerawada Pune-06.*

*Email ID: supdtrmhpune06@gmail.com*

*Phone No.020-26696890*

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

## **Tender For Supply of Psychiatric Medicines.**

**Tender fee – 5400 Non Refundable**

# Regional Mental Hospital, Yerawada, Pune-06

## (Bid Notice)

*Tender reference No:-01/RMHP/ Med /2025*

Medical Superintendent, Regional Mental Hospital Yerawada, Pune-6 Invites e- tenders in two envelope system from the Recognized Manufacturers for purchase of Psychiatric Medicine.

Sr.No	Description	Approximately Quantity	Unit	Tender Fee(Rs)	EMD (Rs)
1.	As Per Annexure-A			5400	90000

Interested eligible Tenderers may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from tendering websites-<http://mahatenders.gov.in>

# BID SCHEDULE

All bid related activities (Process) like Downloading of Bid Document, submission of Bid and submission of EMD and other documents will be governed by the time schedule given under Key Dates below.

Sr. No	Activity	Period
1.	Period Of sale of tender Documents/Download	From:- 10.03.2025,10.00 A.M.
2.	Date Of Submission Of Queries	Before Pre Bid Meeting.
3.	Date of Pre-Bid Meeting	12.03.2025 at 11.00 A.M. At office of Regional Mental Hospital,Yerawada,Pune-06
4.	Dates For Uploading tender documents	From:-10.03.2025,10.00 A.M. to 20.03.2025 up to 05.00P.M.
5.	Last Date and time for submission of tender	20.03.2025 up to 05.00P.M.
6.	Date And time of Opening of Envelop No.1 (Technical Bid)	21.03.2025 at 11.00 P.M.
7.	Date and time of opening of Envelop No.2(Financial Bid)	A Tenderer who Qualified in technical bid those tenderers financial bid will open at 4.00 pm Dt:-21.03.2025

Address for Communication : -

Regional Mental Hospital,  
RNG Road, Vishrantwadi,  
Near RTO Office, Phule nagar,  
Yerawada, Pune-411006

A Complete set of tender documents may be purchased by interested eligible bidder by online payment of non-refundable fee mentioned. Bidder has to pay Online payment of bid Fee Through payment gateway In A/c Administrative Officer, Regional Mental hospital,Yerawada,Pune-06 as per the given and within time as per schedule.

As Per Govt Resolution by industries, Energy & Labour Department, Maharashtra State,Dated1.12.2016 Manufacturers who are registered under "Micro &Small, Medium Industries Development Act 2006 along with government Board/Government Corporation/Government Undertakings are exempted from Bid Fee & Earnest Money Deposit.

The Bidders Shall be Rejected summarily upon failure to follow procedure prescribed in bid Document. The Conditional bid shall be rejected.

**Medical Superintendent,Regional Mental Hospital Yerawada,Pune-6 Reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereof.**

**Medical Superintendent  
Regional Mental Hospital,  
Yerawada,Pune-06**

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## **TERMS AND CONDITIONS**

### **1. Introduction**

- 1.1 **Medical Superintendent, Regional Mental hospital, Yerawad, Pune-06**, herein after referred to As a **“Purchaser”** invites online e tender in two Envelope systems for supply Of item specified in **Annexure-A** Schedule of Requirement for the use in Regional Mental Hospital, Yerawada, pune-06.
- 1.2 Interested eligible Tenderer may obtain further information of technical specification, and other terms and conditions applicable for procurement of item from Government of Maharashtra E- tendering website <http://mahatenders.gov.in>
- 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.
- 1.4 All activities of this tender are carried out **online** on Website <http://mahatenders.gov.in>  
The tender document is uploaded/Released on Mahatender, and has to be downloaded as well as filled up and submit **online only**. Tenderer are required to submit online tender cost (Non-refundable) through online payment gateway. In case, the tender cost/fee should be mixed with EMD amount. Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document
- 1.5 The quantities mentioned in the Tender are only approximate estimated quantities. Medical superintendent Regional Mental hospital yerawad, pune-06 reserves the right to reject the tender or to increase or decrease the quantities, to be purchased based on annual requirement, technical sanction, availability of funds or without assigning any reason there of.
- 1.6 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. The tenderer has to submit the complaint before price bid opening along with deposit of Rs. 50,000 (Rupees Fifty Thousand only) in the form of Demand Draft drawn in favour **“Administrative Officer Regional Mental Hospital, Yerawada, Pune-06”** payable at Pune in terms of deposit. This issue will submit to Purchase Committee along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Purchase Committee. However, if the complaint found to be false and mala fide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.
- 1.7 The Orders/ Circulars issued by Govt. of Maharashtra from time to time will be applicable to this bid.  
A bidder who has been blacklisted/ debarred for the quoted product(s) in any state / department/ undertaking/ corporation will not be allowed to participate in Bid for the said product(s) and will not be evaluated. The Bidder should not be blacklisted for serious reasons like- Drugs are declared misbranded, Adulterated, Spurious, Forged documents and not of standard quality by FDA more than three times.  
If any bidder is blacklisted other than above then whether such reason constitutes a serious reason or not will be decided by Tender Approval Committee (TAC)

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

### **2. Eligibility criteria:**

**Eligibility criteria for this bid are mentioned.**

2.1 The Bidder must be a manufacturer only & having valid manufacturing /Importing drug, vaccine license for the items quoted.

- a) Only Manufacturer/ Importer will be allowed as Bidder.
- b) Any Distributors/ Suppliers/ Agents/ Authorized dealers are not eligible to participate in this Bid.
- c) The bidder must have its own manufacturing facility & valid Drug manufacturing license.
- d) Loan Licensee/ Third party Licensee is not eligible.

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

**B) For items manufactured outside India, the manufacturer / Importer shall submit following documents along with tender.**

- i) Authority letter of the original manufacturer for importing the product for which bid is offered or contract agreement between foreign manufacturer and importer.
- ii) Valid import license in form 10 and Form no. 41 for drugs & medical devices.
- iii) C.E. / USFDA certificate wherever applicable.
- iv) License to sell drugs/devices in India.
- v) Bill of entries to assess that the quoted product is imported in India since last 3 years.
- vi) **Bill of entries of the Importer for at least last three years for quoted products**
- vii) Original manufacturer's certificate that the product is being used in country of origin or COPP.
- viii) Import Export Certificate (IEC Code)
- ix) Affidavit of importer regarding items being imported in India for last three years,
- x) Bill of landing/airway bill for quoted product (s) for last 3 year showing country of origin.
- xi) Country of origin certificate

**2.2** The bidder should have a minimum turnover of Rs 1.20 crore per year of last three financial Years i.e 2021-22 , 2022-23 and 2023-24 As per **Annexure -3** certified by the Chartered Accountant.

**2.3** The bidder must have 1.5 times production capacity per year i.e.(As per Annexure A) of the quoted item to accomplish the delivery within the stipulated period specified in the bid document and must submit a certificate (Annexure-4) certified by Chartered Accountant.

The details containing the name & address of the manufacturing unit where the drugs quoted are actually manufactured should be given as per the format in **Annexure 10** along with exact address of the registered / corporate office.

2.4 The bidders are not allowed for the product(s) for which the Firm found guilty of malpractice ,misconduct, or blacklisted / debarred either by any Department of Govt. of Maharashtra or by any local authority or Semi Government bodies and other State Government / Central Government's organization as on the date of submission of bid. **No guarantee is given for issue of order of total quantity mentioned in the bid document.**

2.5 The bidder must submit particulars of quantity of the past supplies made as per **Annexure 2**, Out of this **at least 25 % quantity** for **"Similar Product as specified in the Technical Specification and in the Schedule of Requirements"** must have been supplied any of the last 3 (Three) Financial years i.e. 2021-22 ,2022-23,2023-24 (**Annexure 2**)

2.6 Notarized/ certified copy of Drug Controller General of India, new Delhi, for permission for Items coming under, **"New Drug and Fixed Dose Combinations"** in form 45/46 as per Drugs & Cosmetic Act and Rules 122.

2.7 Affidavit on non-judicial stamp paper of Rs.500/- Regarding supply of psy medicine at Medical Store of Regional Mental Hospital Yerawada Pune-06 within 5 days from purchase order received from Superintendent,Regional Mental Hospital,Yerawada,Pune-06

**The Bidder must submit all original Document with EMD Copy and all affidavits stamp paper to Administrative Office of Regional Mental Hospital Yerawada,Pune-06 before closing of Bid.**

**3. Cost of bidding**

The tenderer shall bear all costs associated with the preparation and submission of their online tenders

and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

#### 4. Clarification of tender document

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser by letter or email 10 days prior to last date & time of closing sale of tender. Email ID – [supdtrmhpune06@gmail.com](mailto:supdtrmhpune06@gmail.com)

#### 5. Amendment of tender document

- 5.1 At any time prior to the deadline for Sale of tender, the Purchaser may amend the Tender documents by issuing Addendum/Corrigendum.
- 5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment will Have been taken into account by the tenderer in its tender.
- 5.3 To give prospective tenderer reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser shall extend, at discretion, the deadline for Submission of tenders, in which case, the Purchaser will notify all tenderer by placing it on Website of the extended deadline and w'be binding on them

#### 6. Submission of tenders:

Tender should be submitted on or before last date of submission, Tender should be submitted through website <http://mahatenders.gov.in> portal.gov.in and Online only in two envelopes i.e. Technical Bid in envelop no.1 & Commercial bid in Envelop no. 2. The EMD as required in the tender documents should invariably be submitted before the last date and time for sale close of tender on address mentioned– Medical Superintendent,Regional Mental hospital,Yerawda,Pune-06

##### 6.1 Late tender offers:

Late tender fee, EMD, or other papers to be submitted on or before sale close of tender on any count shall be rejected summarily. Delay due to Post or any other reason (for e.g electricity/internet/etc.) will not be condoned.

##### 6.2 . Envelope No. 1 (Technical Bid):

Technical offer must be submitted online at <http://mahatenders.gov.in> portal.gov.in as per the instructions on the portal. The tenderer must upload the following documents.

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

1. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the bidder for signing the bid document.
2. Attested photocopy of valid manufacturing drug license with product list duly approved by the Licensing Authority/ State drug authority for each and every product quoted as per specification in the bid. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. If quoted item is manufactured at different places, Manufacturing License & Performance certificate from all such places from respective Food & Drug Administration should be enclosed. **However Loan Licensee/ third party licensee are not allowed.**
3. Proof of EMD / Bank Guarantee paid (if exempted appropriate copies for same)
4. Proof of Bid fees paid (if exempted appropriate copies for same)
5. **Annexure-A** (Schedule of Requirements)
6. **Annexure-B** (Technical specifications )
7. **Annexure-C** (SCHEDULE FOR PACKING OF DRUGS AND MEDICINES)
8. **Annexure-1**

9. **Annexure-2** In respect of all quoted items.
10. **Annexure-3** certified by the Chartered Accountant.
11. **Annexure-4** (DETAILS OF MANUFACTURING UNIT)
12. **Annexure-5** (DETAILS OF ITEMS QUOTED WITH DRUG CODE)
13. **Annexure-6** (PERFORMANCE SECURITY DEPOSIT FORM)
14. **Annexure-8** (CONTRACT FORM)
15. **Annexure-9** (AFFIDAVIT on Non-Judicial Stamp Paper of Rs. 500/- (Original hard copy to be submitted))
16. **Annexure-10** (DETAILS OF MANUFACTURING UNIT)
17. **Annexure-11** (Bar coding details)
18. **Annexure-12** (Mandate Form)
19. Copies of Balance Sheet and Profit and Loss Accounts for last three years i. (2021-22, 2022-23, 2023-24) certified by the Auditor. If last year's Audit report is not finalised the Tenderer should submit Provisional Audit Report signed by Chartered Accountant.
20. GST Registration certificate.
21. Copy of the GST return of last quarter.
22. Attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006.
23. EM-II certificate whenever necessary
24. Incorporation / Registration Certificate of bidder
25. Copy Of Permission from DCGI for "New drug & Fixed Dose Combination"
26. Affidavit on non-judicial stamp paper of Rs.500/- Regarding supply of psy medicine at Medical Store of Regional Mental Hospital Yerawada Pune-06 within 5 days from purchase order received from Superintendent, Regional Mental Hospital, Yerawada, Pune-06

### 6.3 Envelope No. 2 (Price bid):

All Commercial offers must be submitted online at <http://mahatenders.gov.in> portal.gov.in as per the instructions on the portal.

- (a) As per Annexure-7 Format Rates should be quoted inclusive of all taxes. (Per Tab)
- (b) Tenderer are strictly prohibited to change/alter specifications or unit size Given in Annexure-A Schedule of requirements while quoting.
- (c) Financial bid of only technically qualified bidders will be open and item wise L1 will be done.

**The tenderer has to quote the prices of the entire item published in tender Otherwise the tenderer will be disqualified from the bidding.**

### 7. Deadline for submission of tenders

- 7.1 For Submission of tender tenderer must complete the online bid submission stage as per online schedule of the tender. The Purchaser may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the Purchaser and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended.
- 7.2 Offers not submitted online will not be entertained.
- 7.3 Tenderers are Requested not to attach non relevant papers due to this reason tender can be rejected.

### 8. Opening of tender:

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



tender for which tenderer is free to attend himself or depute an Authorized officer as his representative.

### **8.1 Opening of Envelope No.1 (Technical bid)**

Envelope No.1 (Technical bid) of the tenderer will be opened in the presence of tender opening authority.

### **8.2 Opening of Envelope No.2 (Price Bid)**

This envelope shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical bid) and successful bidder can see the result

## **9.Period of Validity of tenders:**

The tenders shall remain valid for a period of one Year after the date of opening of Envelope No. 1 (Technical bid). A bid valid for a shorter period shall be rejected. Medical Superintendent Should Be All Rights Reserve Of Extend The Tender Rate After One year ( i.e 12 Month) as per medicine need.

## **10. Earnest Money Deposit:**

**10.1 All tenders must be accompanied with Earnest Money Deposit (Demand Draft for the amount as below**

Name of Work	Amount Put to Tender	Tender Form Fee in Rs.	Earnest Money Deposit in Rs.	Time Limit to complete work
Supply of Psychiatric Medicine	40Lakh	Rs 5,400/- (Non Refundable)	Rs.90,000/-	5 days

The EMD and Tender Fee shall be submitted online.

10.2 EMD will be Exempted as per clause of 6.8 (schedule -8) of G.R.No.SPO-2014/ Pra.Kra.82/Part-III/Industry-4, dated 01.12.2016 issued by Industry, Energy & Labor Department, Mantralaya, Mumbai-1

10.3 The bids submitted without EMD will be summarily rejected

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

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

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

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

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

## **11. Prices**

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

period.

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

11.3 Bid has been called for in the generic names of drugs and should quote the rates for the generic products only. The bidder shall indicate in the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract Bidders shall quote for the complete requirements of drugs, failing which such bidders will not be taken in to account for Evaluation.

11.4 **Rates should be quoted in Indian Rupees only** for each of the required medicines separately on door delivery basis according to the unit asked for strictly as per the format of price schedule (Annexure-7). Bid for the supply of drugs, medicines, etc. with conditions like 'AT CURRENT MARKET RATES' shall not be accepted. The Purchaser shall not be responsible for damages, handling, clearing, transport charges and will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional bids are not accepted and liable for rejection.

11.5 The price quoted by the bidder shall not in any case, exceed the controlled price, if any, fixed by the Central Government under DPCO OR NPPA and the Maximum Retail Price (MRP). The Purchaser will exercise the right to revise the price at any stage so as to conform with the controlled price or MRP as the case may be. This clause will be exercised without prejudice to any other action that **may be taken against the bidder. Only landed cost (including all charges and taxes) mentioned in the price bid (quoted by the bidder) is considered for rate comparison. Payment of all applicable taxes to concerned authority is the responsibility of the bidder.**

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

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

11.8 **False Clause:**

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

**12 (A) Technical specifications:**

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

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

**13 Evaluation of bids:**

- 13.1 After opening of Technical bid, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined.
- 13.2 The Purchaser shall scrutinize the documents mentioned above for its eligibility, Validity, applicability, compliance and substantiation including post qualification criteria as per bid document.
- 13.3 The Purchaser shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 13.4 The technical scrutiny shall be on the basis of submitted substantiation documents and relevant pharmacopoeia and Drugs and Cosmetics Act and Rule including allied standards of BIS codes as applicable pertaining to packing materials.
- 13.5 Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the bidders can check their bid evaluation status on the website.
- 13.6 Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such bidders shall be opened later, on a given date and time.
- 13.7 **Each item/medicine will be evaluated separately.**
- 13.8 Purchaser can call for original documents for verification and any other supporting documents.

#### **14. Post Qualification:**

- 14.1 The Purchaser will further evaluate the Tenderer's financial, technical, and capabilities based on the documentary evidence and information submitted by the Tendered as well as other information the Purchaser deems necessary and appropriate.
- 14.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid (Envelope No.1). A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### **15 Security Deposit & Contract Agreement**

- 15.1 The successful bidder shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Bid for an amount of **3% of the contract value, OR as per Clause 4.6 of Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, Dated 1.12.2016** and valid up to 2 months after date of expiry of medicine of the batch last supplied and enter into Contract Agreement by paying requisite stamp duty in favor of Govt. of Maharashtra. **Cost of stamp duty will be as per The Maharashtra Stamp Act.** The cost of Stamp paper should be borne by the bidder.
- 15.2 The Security Deposit should be in the form of Bank Guarantee in favor of the Administrative Officer Regional Mental hospital, yerawada, pune- 06 payable at Pune" from any Nationalized or Scheduled bank (**Annexure-6**)
- 15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
- 15.4 The security deposit shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

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

**16. Award of contract:**

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

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

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

**17. Period of Contract:**

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

**18. Delivery Period:**

Sr. No.	Item	Period
1	Psychiatric Medicines	05 Days

**19. Delivery Period & Place of delivery:**

19.1 The medicine/consumable should be delivered within 05 days with Delivery challan (Delivery Challan should mention name of medicines supplied and their respective batch number & Quantity), otherwise appropriate action will be taken against the bidder. The consignees at Store Of Regional Mental hospital, Yerawada, Pune-06 as per quantity indicated in the supply order on door delivery basis

19.2 The tenders shall remain valid for a period of one year. However Prior to the expiration of the bid validity the Purchaser may request the tenderer to extend the bid validity for the period as required by the Purchaser.

**20. Liquidated damages:**

If the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of 10%. As per G.R. dated 01/12/2016. Once the maximum is reached, the Purchaser may consider for termination of the Contract.

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

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

In the event of extension, liquidated damages, will be applicable. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may

sustain on account of such repurchase at the risk and cost of the supplier. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid by the supplier or recovered from his bill for supplied goods against any orders with the purchaser or his authorized consultants / agents.

**22. Tests :- NABL Lab Test**

**As per letter No.4829-4914 Dt:-02/08/2024 From Commissioner Of Health Department Mum**

For Testing of sample from NABL Lab:-

i. The Tenderer shall bear all costs for testing of sample from NABL Lab, for this tenderer has deposit 1.5% Value of order amount in A/c of Administrative Officer Regional Mental Hospital, Yerawada, Pune-06, Bank Name:-S.B.I., IFSC Code:-SBIN0006319, A/c No:-11045080563

ii) For Testing sample will be send by this office and after getting report payment will be done by this office from amount deposited in above mention account.

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

23.1 In case the Drugs are declared “Misbranded” “Adulterated” & “Spurious” as per Drugs & Cosmetics Act” 1940 amended form time to time:-

- i. The contract of the firm for the said item will be cancelled.
- ii. The extra expenditure incurred if any because of risk purchase shall be recovered from the contract holder.
- iii. EMD and Security Deposit of the contract holder will be forfeited.
- iv. Purchase cost of full order irrespective of its consumed quantity shall be recovered from contract holder from the outstanding bills or Security Deposit.
- v. The goods which are not used, but belong to the said substandard batch shall be destroyed by the concerned DDO in the presence of/ or under intimation to Food and Drug Administration officials. The necessary expenditure incurred for this shall be recovered from the contract holder.
- vi. The contract firm will be debarred from participating in bid for next three years.

**23.2 In case the Drugs are declared “Not of Standard Quality” as per drugs & Cosmetics Act, 1940 amended from time to time.**

- I. The cancellation of contract for the specified item shall be decided by the Medical Superintendent Regional Mental hospital Yerawad, pune-06, after reviewing the severity of sub-standard quality of item with the FDA Maharashtra. The testing report issued by Food & Drug Administration of FAD approved laboratory regarding quality shall be final & binding on the contract holder.
- II. The extra expenditure incurred if any because of risk purchase shall be recovered from the contract holder.
- III. Purchase cost of full order irrespective of its consumed quantity shall be recovered from contract holder from the outstanding bills or Security Deposit.
- IV. The goods which are not used, but belong to the said substandard batch shall be destroyed by the concerned DDO in the presence of/ or under intimation to Food and Drug Administration officials. The necessary expenditure incurred for this shall be recovered from the contract holder.

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

- I. The extra expenditure incurred because of extra cost and because of risk purchase shall be recovered from the contract holder.
- II. The Contract holder's EMD, Security Deposit will be forfeited.
- III. The contract holder will be debarred from participating in the bid for next three years.

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

- I. The police case will be filed against the bidder.
- II. The bid's EMD, Security Deposit will be forfeited.
- III. The bidder will be debarred from participating in the bid for next three years.
- IV. The contracts already entered into will be liable for termination.

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

- I. The extra expenditure incurred if any because of risk purchase shall be recovered from the contract holder
- II. All contracts of the bidder will be for forfeited.
- III. The contract holder will be debarred from participating in the bid for next three years.

**23.6 The Bidder should not be blacklisted for serious reasons like-**

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

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

**24 Warranty**

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

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

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

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

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

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

## **25 Force Majeure:**

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

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

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

## **26. Confidentiality'**

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any

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

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

## **27. Payment:**

Payment against supply order issued under this bid will be made by Medical Superintendent, Regional Mental hospital, Yerawada, Pune-06. 100% Payment shall be made upon submission of following documents:

- i. 3 copies of supplier's invoice with Delivery Challan.
- ii. **Batch wise NABL Lab Report.**
- iii. Payments towards the supply of Drugs will be made strictly as availability of Grants. The payment will be made through RTGS/ NEFT. The bidder shall furnish the relevant details in original (**Annexure 12**) to make the payment through RTGS/NEFT and the change of Bank Account during the validity of the bid will not be entertained normally.

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

## **28. Corrupt or Fraudulent Practices:**

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

- 28.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything Of value to influence the action of a public official in the procurement process Or in contract execution; and.
- 28.3 “Fraudulent practice” means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment Of purchaser and includes collusive practice among bidders (prior to or after Bid submission designed to establish bid prices at artificial non-competitive Levels and to deprive the Purchaser of the benefits of free & open competition;
- 28.4 “Collusive practice” means a scheme of arrangement between two orBidders, with or without the knowledge of the Purchaser, designed toEstablish bid prices at artificial, non-competitive level; and. “Coercive Practice” means harming or threatening to harm, directly or indirectly, Persons or their property to influence their participation in theProcurement process or effect the execution of the contract.
- 28.5 “The Purchaser will reject a bid for award if it determines that the bidderrecommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;
- 28.6he Purchaser will declare a firm or individual as ineligible, either in definitely or for a stated period of time, to be awarded a contract if it at any time Determines that they have, directly or through agent, engaged incorrupt, fraudulent, collusive or coercive practices in competing for, or in Executing, a contract.

## **29 RESOLUTION OF DISPUTE:**

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

## **30. ARBITRATION:**

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

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

## **31.GOVERNING LANGUAGE:**

English language version of the contract shall Govern its Interpretation.

## **32.APPLICABLE LAWS:**

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

## **33. IDEMNIFICATION:**

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

**34.Jurisdiction:** All the suits arising out of the contract ll’be instituted in the Court of competent jurisdiction situated in Pune only & not elsewhere

## **35. Saving clause:**

No suits, prosecution or any legal proceedings shall lie against the Medical Superintendent ,Regional Mental hospital,Yerawada,Pune-06. Or Any person for anything i.e. done in good faith or intended to be done in pursuance of bid



**Annexure-A**  
**Schedule of Requirements**

Sr.No.	Name of Medicine	Unit	Pack Form	Grant Total	Delivery Period
1	Tab.Amitryptillin Hydrochloride 25 mg	Single	Strip Of 10	5000	As Per Clause 18
2	Tab.Carbamezapine 200 mg	Single	Strip Of 10	2000	As Per Clause 18
3	Tab.Chlorpromazine 50 mg	Single	Strip Of 10	2000	As Per Clause 18
4	Tab.Clobazam 10 mg	Single	Strip Of 10	50000	As Per Clause 18
5	Tab.Clonazepam 0.5 mg	Single	Strip Of 10	10000	As Per Clause 18
6	Tab.Clonazepam 2 mg	Single	Strip Of 10	20000	As Per Clause 18
7	Tab.Clozapine 50 mg	Single	Strip Of 10	100000	As Per Clause 18
8	Tab.Diazepam 5 mg	Single	Strip Of 10	20000	As Per Clause 18
9	Tab.Divalproex Sodium 500 mg	Single	Strip Of 10	50000	As Per Clause 18
10	Tab.Donepezil 5 mg	Single	Strip Of 10	2000	As Per Clause 18
11	Tab.Escitalopram 10 mg	Single	Strip Of 10	10000	As Per Clause 18
12	Cap.Fluoxetine 20 mg	Single	Strip Of 10	3000	As Per Clause 18
13	Tab.Haloperidol 5 mg	Single	Strip Of 10	160000	As Per Clause 18
14	Tab. Imipramine 25 mg	Single	Strip Of 10	5000	As Per Clause 18
15	Tab. Lamotrigine 50 mg	Single	Strip Of 10	5000	As Per Clause 18
16	Tab. Lithium Carbonate 300 mg	Single	Strip Of 10	30000	As Per Clause 18
17	Tab.Lorazepam 2 mg	Single	Strip Of 10	280500	As Per Clause 18
18	Tab. Nitrazepam 5 mg	Single	Strip Of 10	3000	As Per Clause 18
19	Tab. Olanzapine 10 mg	Single	Strip Of 10	100000	As Per Clause 18
20	Tab. Olanzapine 5 mg	Single	Strip Of 10	100000	As Per Clause 18
21	Tab. Phenobarbitone 60 mg	Single	Strip Of 10	10000	As Per Clause 18
22	Tab. Phenytoin Sodium 100 mg	Single	Strip Of 10	20000	As Per Clause 18
23	Tab. Propranolol 10 mg	Single	Strip Of 10	3000	As Per Clause 18
24	Tab. Quetiapine 100 mg	Single	Strip Of 10	3000	As Per Clause 18
25	Tab.Quetiapine 50 mg	Single	Strip Of 10	1800	As Per Clause 18
26	Tab. Risperidone 2 mg	Single	Strip Of 10	80000	As Per Clause 18
27	Tab .Sertraline 50 mg	Single	Strip Of 10	90000	As Per Clause 18
28	Tab .Sodium Valporate 200 mg	Single	Strip Of 10	110000	As Per Clause 18
29	Tab Trifluoperazine + Trihexyphenidyl 5 mg + 2 mg	Single	Strip Of 10	600000	As Per Clause 18
30	Tab Trihexyphenidyl Hydrochloride 2 mg	Single	Strip Of 10	500000	As Per Clause 18

31	Tab Zolpidem 10 mg	Single	Strip Of 10	5000	As Per Clause 18
32	Tab Alprazolam 0.25 mg	Single	Strip Of 10	5000	As Per Clause 18
33	Tab Levetiracetam 250 mg	Single	Strip Of 10	5000	As Per Clause 18
34	Tab Sodium Valporate 500mg	Single	Strip Of 10	45000	As Per Clause 18
35	Tab Amisulpride 100 mg	Single	Strip Of 10	3000	As Per Clause 18
36	Tab Accemprosate 333mg	Single	Strip Of 10	3000	As Per Clause 18
37	Tab Naltrexone IP 50mg	Single	Strip Of 10	2200	As Per Clause 18
38	Tab Baclofen 10 mg	Single	Strip Of 10	2000	As Per Clause 18

Delivery Terms : **To the consignee destination on door delivery basis As per bid conditions**

Consignee : Store Of Regional Mental hospital,Yerawada,Pune-06  
Supply : **Will be by Generic Name of Drugs**

## Annexure-B

### TECHNICAL SPECIFICATIONS AND COMPLIANCE

*Tender reference No:-01/RMHP/ Med /2025*

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

Sr. No.	Technical specifications/ composition of tender enquiry	Packing	Compliance on each parameter with detailed substantiation how the offered product meets the requirement. <b>(Do not write simply Yes or Complied or As per IP/BP/USP. If written then bid will be rejected)</b>	Generic Name / Brand Name (only for Importer)	Drug Mfg. License (Form 25 or 28 & 26)/ Medical devices/ Import License (Form 10 & 41)	MSME/ SSI	Remarks, if any
A	B	C	D	E	F	G	H
1.	Tab.Amitryptillin Hydrochloride 25 mg	Strip Of 10					
2.	Tab.Carbamezapine 200 mg	Strip Of 10					
3.	Tab.Chlorpromazine 50 mg	Strip Of 10					
4.	Tab.Clobazam 10 mg	Strip Of 10					
5.	Tab.Clonazepam 0.5 mg	Strip Of 10					
6.	Tab.Clonazepam 2 mg	Strip Of 10					
7.	Tab.Clozapine 50 mg	Strip Of 10					
8.	Tab.Diazepam 5 mg	Strip Of 10					
9.	Tab.Divalproex Sodium 500 mg	Strip Of 10					
10.	Tab.Donepezil 5 mg	Strip Of 10					
11.	Tab.Escitalopram 10 mg	Strip Of 10					
12.	Cap.Fluoxetine 20 mg	Strip Of 10					
13.	Tab.Haloperidol 5 mg	Strip Of 10					
14.	Tab. Imipramine 25 mg	Strip Of 10					
15.	Tab. Lamotrigine 50 mg	Strip Of 10					
16.	Tab. Lithium Carbonate 300 mg	Strip Of 10					
17.	Tab.Lorazepam 2 mg	Strip Of 10					
18.	Tab. Nitrazepam 5 mg	Strip Of 10					
19.	Tab. Olanzapine 10 mg	Strip of 10					
20.	Tab. Olanzapine 5 mg	Strip of 10					
21.	Tab. Phenobarbitone 60 mg	Strip of 10					

22.	Tab. Phenytoin Sodium 100 mg	Strip of 10					
23.	Tab. Propranolol 10 mg	Strip of 10					
24.	Tab. Quetiapine 100 mg	Strip of 10					
25.	Tab. Quetiapine 50 mg	Strip of 10					
26.	Tab. Risperidone 2 mg	Strip of 10					
27.	Tab. Sertraline 50 mg	Strip of 10					
28.	Tab. Sodium Valporate 200 mg	Strip of 10					
29.	Tab Trifluoperazine + Trihexyphenidyl 5 mg + 2 mg	Strip of 10					
30.	Tab Trihexyphenidyl Hydrochloride 2 mg	Strip of 10					
31.	Tab Zolpidem 10 mg	Strip of 10					
32.	Tab Alprazolam 0.25 mg	Strip of 10					
33.	Tab Levetiracetam 250 mg	Strip of 10					
34.	Tab Sodium Valporate 500mg	Strip of 10					
35.	Tab Amisulpride 100 mg	Strip of 10					
36.	Tab Accemprosate 333mg	Strip of 10					
37.	Tab Naltrexone IP 50mg	Strip of 10					
38.	Tab Baclofen 10 mg	Strip of 10					

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

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

Sign

Stamp

Date

**Annexure-C**  
**SCHEDULE FOR PACKING OF DRUGS AND MEDICINES:**

## **I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES GENERAL**

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

1. No corrugate package should weigh more than 15 Kgs (i.e.Product+Inner Carton Corrugated box)
2. All corrugated boxes should be of 'A' grade paper .i.e. Virgin.
3. All items should be packed only in first hand boxes only.
4. Flute - The corrugated boxes should be of narrow flute.
5. Joint - Every box should be preferably single joint and not more than two joints.
6. Stitching - Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
7. Flap - The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60 degree should not crack.
8. Tape - Every box should be sealed with gum tape running along the top and lower opening.
9. Carry strap- Every box should be strapped with two parallel nylon carry straps (they should intersect).
10. Label - Every corrugated box should carry a large outer label clearly indicating that the product is for **'Government of Maharashtra Supply - Not For Sale' in readable purple or Green colour.**
11. The product label on the cartoon should be large at least 15 cm. x 10 cm. dimension. It should carry the correct technical name, strength or the product, date of manufacture & distributor, date of expiry, quantity packed and net weight of the box.
12. Other - No box should contain mixed products or mixed batches of the same product.
13. **Primary Package:** 10 Tablets/Capsules or multiples of 10 should be packed in an Aluminum strip / Aluminum – P V C blister pack Aluminum strips: Thickness of Aluminum foil: 40 micron with LDPE 25 micron coating/heat seal lacquer

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

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

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

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

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

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

2D Bar coding as per GST standard should be done on tertiary packing of the supplies as per the specifications given in **Annexure 11**

#### **IV. Case Identification**

All cases should prominently indicate the following

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

#### **V. Marking:**

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

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

To  
Medical Superintendent,  
Regional Mental Hospital, Yerawada, Pune-06.

Dear Sir,

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

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

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

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

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

Signed:

Date:

In the capacity of

Duly authorized to sign this bid for and on behalf of

**Signature & stamp of tenderer**

**Note : This form must be signed & Stamped in original to be submitted to this office along with Online tender fee, EMD & all affidavits on or before sale close of tender.**

## ANNEXURE-2

### PROFORMA FOR PRODUCTION AND SALE STATEMENT (For a period of last 3 Years)

Sr. No.	Year	Name and full Address of the Purchaser	Name of the Product	Batch No.	Quantity	
					Manufactured	Sold
1	2021-22					
2	2022-23					
3	2023-24					
4						

Add As Many Rows You Want to Add

Note: In support of above statement, enclose the copies of supply orders and client's satisfactory certificates  
To be certified by CA

**Date:**

**Seal**

**Signature**

**Chartered Accountant**

**Name (in capital letters)**



## ANNEXURE-3

### ANNUAL TURNOVER STATEMENT FOR THREE YEARS

The **Annual Turnover** of M/s. \_\_\_\_\_ for the past three years are given below and certified that the statement is true and correct.

(2021-22, 2022-23, 2023-24)

Sr. No.	Year	Turnover Rs.
1		
2		
3		
4	Average of above 3 years	

**Date:**

**Seal**

**Signature**

**Chartered Accountant**

**Name (in capital letters)**

## ANNEXURE-4

### DETAILS OF MANUFACTURING UNIT

1. Name of the tenderer :
2. Full address :
3. Phone Nos. :
4. Fax No. :
5. Email ID :
6. Date of inception :
7. License No. & date :
8. Issued by :
9. Valid up to :
10. RTGS (Real Time Gross Settlement) System or Core Banking A/c No.: :
11. Details of installed production capacity for 1 year in terms of unit packs: :
  - (a) Tablets :
  - (b) Capsules :
    - a. General :
    - b. Beta - lactum :
  - (c) Injections :
    - a. Ampoules :
    - c. Vials:
    - c. I.V. Fluids:
    - d. Sterile Powder:

Date:

Seal

Signature

Chartered Accountant

Name (in capital letters)

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

## ANNEXURE-5

## DETAILS OF ITEMS QUOTED WITH DRUG CODE

1. Name of the firm :
2. Address as given in drug licence :
3. Drug Licence No. in Form 25 & 28 :
4. Import Licence No. :
5. Date of issue:
6. Validity:
7. Revised Schedule M compliance Certificate obtained on :
8. Non-conviction Certificate obtained on:
9. Market standing certificate obtained on:
10. Details of endorsement for all products:

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

Add As Many Rows You Want to Add

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

## **ANNEXURE-6**

### **PERFORMANCE SECURITY DEPOSIT FORM**

To  
**Medical Superintendent,  
Regional Mental hospital, Yerawada, Pune-06.**

WHEREAS. -----(Name of Supplier)  
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. ----- dated 200.... to  
supply..... (Description of Goods and Services)  
Herein after called "the Contract".

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

THEREFORE WE here by expressly, irrevocably and unreservedly affirm that we are Guarantors and  
responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee  
in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier  
to be in default under the Contract and without cavil or argument, any sum or sums within the limit of  
(Amount of Guarantee) as a fore said, without your needing to prove or to show grounds or reasons for your  
demand or the sum specified therein. We shall not be discharged or released from this undertaking and  
guarantee by any arrangements, variations made between beneficiary and the seller or any forbearance  
whether as to payment, time performance or otherwise. This guarantee shall be a continuing guarantee  
(which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be  
discharged by any change in the constitution of the bank or in the constitution of the Seller. Our liability  
under this guarantee will cease to be valid even if the guarantee deed is not returned to us. This guarantee is  
personal to the beneficiary and not assignable to a third party without our prior written consent. This  
guarantee shall be governed by Indian Law

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

Signature and Seal of Guarantors

.....  
.....

Date.....

Address.....

.....

## **ANNEXURE-7**

### **Price Bid**

(Price per tab inclusive of all taxes)

Sr.No	Name Of Psychiatric Medicine	Rate per Tab (Inclusive of all taxes)

**ANNEXURE-8**  
**CONTRACT FORM**

(Stamp duty as applicable as per MSA)

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

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.(Brief Description of  
Goods and Services)be procured and has accepted a bid by the Supplier for the supply of those goods and  
services in the sum of (Contract Price in Words and Figures)(Here in after called "the Contract Price").  
Whereas the supplier has deposited a Bank Guarantee of Rs..... ( Rs. in words.....) as  
performance security towards the fulfillment of this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The contractor has accepted the contract on the terms and condition set out in notice No.-----  
----- as well in the Acceptance Letter No :----- Dt:-----  
which will hold good during the period of this agreement.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Price List submitted by the Supplier;
  - (b) The Schedule of Requirements;
  - (c) **The Technical Specifications;**
  - (d) Terms & conditions of tender document.
  - (e) The Purchaser's Notification of Award.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. Upon breach by the supplier of any of the condition of the agreement, the Managing Director may by a notice in writing resolving, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the supplier and also to responsible compensation for the loss occasioned by the failure of the supplier to fulfill the agreement as certified in writing by the Managing Director which certificate shall to conclusive evidence of the amount of such compensation payable by the supplier to the Government.
7. This Agreement shall remain in force until the expiry of the date of delivery of material but not withstanding herein or in the tender and acceptance forms contained the Government shall not be bound to take the whole or any part of the estimated quantity herein or there in Mentioned and may cancel the contract at any time upon giving one month's notice in writing without compensating the Supplier.
8. The Supplier has fully read, understood & shall abide by all the term and conditions as stipulated in Bidder document, failing which the Contract Agreement is liable to be terminated at any time without assigning any reason by the Medical Superintendent, Regional Mental hosapital,Yerawada,Pune-06
9. Any change/amendments if required to be incorporated in the Agreement at a later stage shall be discussed & mutually agreed by both the parties and supplementary agreements shall be binding on both the parties and shall form the part of this agreement.
10. This Contract Agreement shall be governed by and construed in accordance with the laws of Republic on India.

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

Sr. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED *	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
					As per the supply order

1. Actual quantity to be supplied may vary & will be strictly as per actual requirement
2. Actual supply to take place only after & as per the supply order(s) issued by Regional Mental hospital, Yerawada, Pune-06 from time to time.

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

Signed, Sealed and Delivered by the

Said..... (For the

Purchaser) in the presence

of .....

Signed, Sealed and Delivered by the

Said.....(For the Supplier)

In the Presence of.....

Following documents to  
be submitted in original to this office

1. Annexure-1
2. Proof for deposit of Tender fee
3. Proof for deposit of EMD

**Address for communication:** Office of the---

**Medical Superintendent ,  
Regional Mental Hospital  
Vishrantwadi,  
Near RTO office,  
Phule Nagar, Yerawada  
Pune Maharashtra-0**

### **ANNEXURE-9**

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

***(Original copy To be submitted to this office)***

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

#### ***Tender reference No:-01/RMHP/ Med/ 2025***

1.This is to certify that the rates quoted in the above bid are not higher than

D.P.C.O., N.P.P.A, or not higher than MRP.

2.I/We undertake to provide the drugs/medicines/equipment"s as required by Regional Mental hospital,Yerawad, Pune-06 and there will be no deviation in composition, quality, packing etc.

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

**Seal**

**Signature**

**Date**

**Place**



## ANNEXURE- 10

### DETAILS OF MANUFACTURING UNIT

(The details of manufacturing facility to be

furnished) Name of the Bidder and :  
Office Address

Factory Address :

PAN :

GST No. :

Phone Nos. :

Fax :

E-Mail :

Date of Inception :

License No. & Date :

Issued by :

Valid up to :

Details of installed Production Capacity :

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

Tablets :

Capsules

General :

Beta-Lactum :

Injection

Ampoules :

Vials :

I.V.Fluids :

Sterile Powder:

Liquids

Suspension :

Syrups :

Drops :

Ointment:

Powders:

Antiseptics/  
Disinfectants:

Name & designation of the authorized signatory:

Specimen signature of the authorized Signatory:

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

### THE DETAILS OF FACTORY PREMISES

Person In-charge of Factory Name :

Phone No. :

Mobile No. :

Nearest Land mark of Factory :

Layout :

Km from Airport :

Name of the Airport and City :

Km from Railway Station :

Name of the Railway Station :

Km from Bus Stand :

Name of the Bus Stand  
and City :

Name of designation of the authorized signatory

## ANNEXURE- 11

### BAR CODING DETAILS

BOX NO :

PO.NUMBER :

SUPPLIER CODE :

SUPPLIER NAME :

DRUG CODE :

DRUG NAME :

BATCH NO :

MFG DATE :

EXPIRY DATE :

BATCH QUANTITY :

INVOICE NO :

D C NO :

**ANNEXURE- 12**  
**MANDATE FORM**

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

**Bank Details**

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

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

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

Date:

Company seal

Signature

Place:

(Name of the person signing & designation)

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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