

**MIRA BHAINДАР MUNICIPAL CORPORATION
BHAINДАР (W.)**

PUBLIC HEALTH DEPARTMENT



**//
TENDER DOCUMENT//**

**TENDER FOR THE SUPPLY
OF MEDICINES, SURGICALS
& LAB MATERIALS**

PERIOD (2 YEARS)

PREAMBLE

Mira Bhaindar Municipal Corporation, Bhaindar invites tenders in two bid system from manufacturer or distributors to the supply of Medicines, Surgical & Lab Materials for period of One year as per terms and conditions as mentioned herein and as per the provisions of BPMC Act 1949 amended till date.

INSTRUCTION TO THE TENDERERS

1. Manufacturer or distributors can apply for Medicines, Surgical & Lab Materials tender.
2. The tenderers are requested to sign and put the official seal of the company / firm on each page of tender form. They are also requested to sign on every page of schedule rate copy & affix the seal of the company / firm.
3. Tenderer shall quote firm offer. Conditional offers shall not be considered & shall be treated as non-responsive.
4. E.M.D. :- The tenderer should pay the EMD of Rs. 7,00,000/- (Seven Lakh Only). No interest shall be paid on EMD. The EMD shall be refunded to the unsuccessful tenderer in due course of time. However, in the case of successful tenderers, the EMD shall not be returned till the contract is over. If the tender is accepted but the tenderer fails to execute the contract, then EMD shall be forfeited along with the penal action including blacklisting of tenderer.
5. The Photocopies / Xerox copies of the document should be attested from appropriate authorized officer only before enclosing the same in Envelop-A.
6. The rate should be submitted in Envelop-B. All the columns must be filled-in carefully. If any of the columns is left blank for any item due to any reason then that tender shall not be considered.
7. The product offered should be of the same packing & strength as mentioned in the tender form except Tablet & Capsule. In case of Tablets & Capsules rates quoted by tenderers should be for per Tablet / Capsule. But supply of tablet/capsule should be strictly in strips packing.
8. The alternate offer submitted by the tenderer shall not be considered.
9. Tenders shall remain valid up to One year from first order date.

10. The tenderer should quote only one rate against each item.
11. Supply should be made from fresh stock. The tenderer should supply Medicines, Surgical & Lab Materials, which will not expire within one year period from the date of supply.
12. Government Undertakings or Firms, whether State or Central Government or any subsidiary thereof, should quote the rates only for those product which are manufactured by them in their own premises. If they wish to enjoy any price preference, the copy of Government of Maharashtra Resolution under which they are entitled to the preference should accompany the tender, failing which they shall be treated as per with other tenderers. All other conditions mentioned in this tender are also applicable to Government Firms, either State Government or Central Government or any subsidiary thereof.
13. Tenderer should submit tender in two envelopes system as bellow
 - i. Envelope A : Containing technical documents
 - ii. Envelope B : Commercial envelop of Schedule rate copy only
14. **Envelope A** – Mandatory requirements part : “Envelope ‘A’ must contain the Following Documents in serial order which are Mandatory requirements and non-submission of any of these shall render the tender liable for outright rejection.
 - A) EMD and Document Fees Payment Receipt.
 - B) a) The bidder must be a registered corporate in India, registered under the Companies Act 1956, or a Govt. Organization OR b) The bidder must be a registered corporate in India, registered under the Shop Act OR c) The bidder must be a registered partnership firm (Registration Certificate) And The bidder should be operating in India for the last three years as on the date of submission of bid
 - C) GST registration certificate
 - D) Maximum turnover of the bidder in the last 5 years, Minimum 75 percent of the cost per annum for the work under consideration. Annual cost = (Total Cost of Work/ Period of execution in years) (Certificate from C.A.)

- E) Experience of similar nature work of supply in Government / Semi-Government / ULB in the last 3 years (Completion Certificate along with Work / Purchase Order)
- F) Bidder should not have been debarred / black-listed by Central / State Government in India, at the time of submission of the tender (Self Declaration on company letterhead duly signed by authorized signatory along with company stamp)
- G) Affidavit Of Rs. 100/- For Non Submission Of False Documents (Scan Copy)
- H) Forwarding letter in prescribed proforma as per Annexure No. 1
- I) Particulars of the tender in prescribed proforma as per Annexure No. II
- J) Certified copy of “Drug Manufacturing License / repacking License” (valid for current year) issued by the office of the Joint Commissioner of F.D.A. (Of respective State) containing the list of products licensed to manufacture duly renewed. Or Certified copy of Drug Selling License issued by the office of the Joint Commissioner of FDA to the manufacturer and to the Distributors (If appointed)
- K) Copy of valid ISI/ISO/WHO-GMP certificate,
- L) No Convection Certificate from Food & Drug Administration.
- M) Maximum three manufacture company list against each product as mention in tender form.

15. Envelope No. B-Commercial Part

- A) This Envelope will be opened for scrutiny only when documents mentioned above in Envelope A are found as per requirement, failing which no further scrutiny of envelope shall be done and tender shall be rejected.
- B) Envelope B should contain prescribed “schedule of quantities and rates”.
- C) Price/ Rate quoted should be inclusive of transportation charges, GST, packing & forwarding etc..

GENERAL TERMS & CONDITIONS:

The General Conditions of contract (G.C.C) contained in this section are to be read in conjunction with the other sections in the tender

1. Schedule :

Schedule means the list of items required by the Health Department of Municipal Corporation. This schedule copy contains the descriptions of the items, its packing and approximate quantity required for the period of One year. It also contains column of rate & packing unit.

2. Contract & contract documents :

Contract means the contract agreement entered into between the Purchaser henceforth called, Municipal Corporation of the City of Mira Bhaindar & the tenderer together with the contract documents shall constitute the contract, and the term “The contract” shall in all such documents be constructed accordingly.

3. Successful tenderer will have to execute agreement on Stamp paper with Mira Bhaindar Municipal Corporation within 15 days period from the date of the tender sanction letter issued by the Corporation. On failure to execute agreement on tenderer's part, tender deposit shall be forfeited without prior intimation to the tenderer.

4. TAXES & DUTIES

All rates shall be inclusive of transportation charges, GST, packing & forwarding etc.. When the tenderer proposes to charge these duties extra, the percentage and the amount of each of these duties should be clearly stated. Tenders that are vague in this respect will be rejected. Where no mention of aforesaid duties is made by the tenderers, claim for payment of the said duties will not be entertained.

5. Tenderers will be allowed to change the rates quoted by them due to Imposition of a new duty or an increase in the existing duty or any other reason whatsoever by virtue of section 10 of Indian Tariff Act 894 (VIII of 1894). The same will be reimbursed to the successful tenderers only on production of valid

documents providing that such duties / taxes have been raised or newly imposed by the Competent Authority.

However, no supply of Medicines, Surgicals & Lab Materials items shall be stopped because of this reason during the contract period and if supply is stopped the tenderer shall be liable for risk purchase and penalty thereunder. In case there is decrease in rate of duties / taxes it will be obligatory upon the successful tenderer to inform the same to the Mira Bhaindar Municipal Corporation, Bhaindar and reduce the rate accordingly failing which will be treated as breach of the contract

6. Penalty clause

A. Consequence of failure to supply

Medicines, Surgicals & Lab Materials item should be supplied within 30 days period from the date of order. Without concrete and genuine reasons, extension period for supply will not be considered. Application for such extension should be made before expiry of supply date. Medical Officer of Health reserves the right to accept or reject such application without assigning any reason thereof

B. If Medicines, Surgicals & Lab Materials items are not supplied within specified period a fine will be recovered from bill as shown bellow :

Sr.	Cost of the late supplied items from the order	Fine per day
1.	Up to 20,000/-	Rs. 100/-
2.	Rs.20,001/- to 50,000/-	Rs. 200/-
3.	Rs.50,001/- to 1,00,000/-	Rs. 300/-
4.	Rs.1,00,001/- to 3,00,000/-	Rs. 400/-
5.	Rs. 3,00,001/- to 5,00,000/-	Rs. 500/-
6.	Rs. 5,00,001/- to 7,00,000/-	Rs. 600/-
7.	Rs. 7,00,001/- to 10,00,000/-	Rs. 700/-
8.	Rs. 10,00,001/- to 20,00,000/-	Rs. 800/-
9.	Rs. 20,00,001/- to 30,00,000/-	Rs. 900/-
10.	Rs. 30,00,001/- and above	Rs. 1000/-

- D. If Mira Bhaindar Municipal Corporation requires to purchase Medicines, Surgicals & Lab Materials items from other supplier due to failure of tenderer to supply ordered Medicines, Surgicals & Lab Materials items within specified period, the excess amount incurred in such purchase will be recovered from the tenderers pending bill or from tender deposit
- E. Rejected Medicines, Surgicals & Lab Materials items or government notified “SUBSTANDARD” Medicines, Surgicals & Lab Materials items shall have to be replaced immediately by the tenderer at their own cost
7. **The samples** -The tenderer are required to submit non-returnable samples of items quoted with Batch No, Date of Manufacture and Date of Expiry in original packing with proper lable and literature. On receiving the samples receipt in duplicate will be issued to the tenderer. The duplicate copy should be enclosed in envelope No. 1. Without sample receipt, the tender shall not be considered.
 8. The decision of Medical Officer of health / Dy. Commissioner of Health shall be final. The Medical Officer of Health / Dy. Commissioner reserves right to reject any or all tenders with out assigning any reason thereof
 9. Tenderer should quote maximum three manufacture company product against each Medicines, Surgicals & Lab Materials item. If more than three manufacture company is quoted, the tender shall rejected. The testing report of each batch of the Medicines, Surgicals & Lab Materials required with delivery challan or bill copy
 10. The tender papers and other documents submitted by the tenderer should be properly arranged and numbered.
 11. The Tenderer should specify whether the product quoted by them is generic or branded. The generic product must comply with standards specified in current edition of IP. / BP. / USP. / NF. / BPC. /NFC. Act
 12. Municipal Medical Officer of Health / Dy. Commissioner reserves the right to accept drugs in the packing size different from that mention in tender form (except for ampoules) if found economical. The offer nearest to specification in strength, composition and parking specified in the tender be preferred if found economical.
 13. Income tax surcharge/GST will be deducted from the bill as per government directive.

14. Ordered Medicines, Surgicals & Lab Materials items must be supplied along with three copies of delivery challans and bills at Medical Health department, Ground floor, Nagar Bhavan, near Mandali talao, Bhaindar (W) on all working days between 11.00 to 16.00. Medicines, Surgicals & Lab Materials items supplied through Post parcel, Railway parcel, S.T. parcel will not be accepted.
15. Payment of bills shall be made only after receiving all Medicines, Surgicals & Lab Materials items as per order & after fulfillment of requirements of bill within three months period. Part payment shall not be made.
16. Two Tenderers will be selected for each tender item as “First, Second,” Selection. If 'First' selected tenderer fails to supply the Medicines, Surgicals & Lab Materials items within specified period, order will automatically get cancelled and the Medicines, Surgicals & Lab Materials items shall be ordered to 'Second' selected tenderer.
17. The quantities mentioned in the tender form stated under heading “Approximate Requirement” are only approximate estimated quantities and the Medical Officer of Health / Dy. Commissioner is not bound to purchase the same quantities. The Medical Officer of Health / Dy. Commissioner also reserve the right to increase or decrease these quantities as per requirements during the tenure of the tender.
18. The product for which tender is filled should be in the market for minimum three years.
19. As regards labeling and packing, the provisions of Drugs & Cosmetics Act 1940 and the rules made thereunder with latest amendments should be distinctively specified on each unit of label.
20. Every container i.e. ampoule, vial, bottle etc. in which the Medicines, Surgicals & Lab Materials is supplied shall bear the rubber stamp “ONLY FOR THE USE OF MIRA BHAINNDAR MUNICIPAL CORPORATION, NOT FOR SALE” or should be printed on each unit pack.
21. The quality of particular batch of drug supplied to Mira Bhaindar Municipal Corporation should not be declared sub-standard in any of the following category:
 - A) Drug declared Misbranded, Adulterated and Spurious as per Drugs & Cosmetics Act, 1940 amended from time to time.

B) Drug declared 'Not of Standard Quality' as per Drugs & Cosmetics Act, 1940 amended from time to time.

In all above-mentioned cases, tenderer shall have to supply whole quantity of that particular batch afresh of standard quality failing which the purchase cost and full order, irrespective of its consumed quantity shall be recovered from tenderer from its deposit or from the outstanding bills. The goods belonging to the sub-standard batch, but which are not used, shall be destroyed by the Mira Bhaindar Municipal Corporation in the presence of Food & Drug Administration Officer & necessary expenditure incurred for this shall be recovered from the tenderer. Also in all above mentioned cases, cancellation of contract for the specified item shall be decided by the Medical Officer of Health after reviewing the severity of sub-standard quality of item. The testing report issued by Food & Drugs Administration, or F.D.A. approved laboratory regarding quality shall be final and binding on the tenderer.

I / WE HAVE READ ALL ABOVE MENTIONED TERMS AND CONDITIONS CAREFULLY AND ARE ACCEPTED BY ME / US AND ON BEHALF OF MY DISTRIBUTORS / US AND REMAIN BINDING ON ME / US.

DATE

PLACE

SIGNATURE & DESIGNATION NAME :

INSTITUTION NAME, ADDRESS & SEAL :

ANNEXURE I
(Forwarding Letter of the Firm to be submitted in envelope – A Specimen copy)
The Medical Officer of Health
Mira Bhaindar Municipal Corporation Bhaindar

Sub :- Supply of Medicines, Surgicals & Lab Materials items etc. at the quoted rate of Mira Bhaindar Municipal Corporation for the period of One year from the date of finalisation of tender

Sir,

I / We am / are authorized signatories of M/s and I/We hereby undertake as follows :

I/We hereby undertake to supply drug in areas specified by the Medical Officer of Health Mira Bhaindar Municipal Corporation. Tender at the rate quoted by me / us and in packing specified in the prescribed tender form which is submitted herewith according to the instructions and the terms and conditions. The duration of the said contract may be extended for a period of three months, if Medical Officer of Health so desires.

The rate quoted against each item of drug by me/us in the tender are inclusive of transportation charges, GST, packing & forwarding etc.. Insurance of goods, whenever required will be done with the Government Insurance Fund.

Necessary documents required are enclosed herewith in the order in which they are mentioned in tender form.

Samples of the drugs quoted will be submitted on or before due date in suitably sealed packing.

I / We understand that security deposit submitted on entering contract, is likely to be forfeited in the event of laps on my / our part to comply with the terms and conditions of the tender as also on supplying drugs / items of substandard quality or if proven to have followed unscrupulous practice, apart from the liability of violating the law of the land.

I / We have carefully read and understood the terms and conditions. To avoid omission, I / We shall abide by the conditions. I / We shall follow them very scrupulously. I / We also take cognizance of the fact that failure to furnish the information called for by the Medical Officer of Health, Mira Bhaindar Municipal Corporation, Bhaindar to comply with any requirement laid down under the conditions will be considered as disqualification and the tender will be rejected on that account.

I / We undertake to abide by the instructions issued by Medical Officer of Health, Mira Bhaindar Municipal Corporation, Bhaindar from time to time.

I / We undertake to bear the cost of bioavailability testing / testing for quality of the product supplied whenever the Medical Officer of Health, Mira Bhaindar Municipal Corporation, Bhaindar or any authority acting on their behalf decides to do such testing during the contract period.

I / We hereby undertake to abide by terms and conditions of the contract modified from time to time and I / We have signed all the papers of the terms and conditions and filled up prescribed proformas given along with the tender.

ANNEXURE II
PROFARMA OF PARTICULARS OF THE TENDERS
PRESCRIBED PROFARMS
(To be submitted in envelop - A)
Specimen copy

(Put a tick mark (✓) where applicable. Write N.A. where not applicable.)

- 1) Name and Address of the Firms :
 - a) Places of manufacture (in case of firms having more than one place, mention the nearest)
 - b) Registered Head Office, Postal Address and Tel. No.
 - c) Bombay Office Address with Phone No. (If any)
 - d) Total Annual Sales Turnover in the last financial year.
- 2) a) Is the firm registered under the Indian company's Act 1913, company's act I of 1965 or any other Act in force? Yes / No
If so, furnish certified photo copy of certificate of registration Yes / No
- b) In case of Limited Companies, furnish a copy of the Memorandum Article of Association
- c) Incase of proprietorships / partnership / firms, Name proprietors / partners/ directors with address (two in order of % of share)
- 3) Ownership status of the firms (Maharashtra Govt. / other State Govt./ Cent. Govt. / Joint sector / Co operative / SSI, / Private.)
- 4) Whether tendering as a Manufacturer / Distributor/ Repacker, etc.? (state your category)
- 5) Name Post of the Officer Address, Phone No. who should be contacted by this office in case of any urgent need.
- 6) Location of other drug manufacturing works /factory /factories Owned by the firm (If any)
- 7) a) Details of arrangements for quality control.

- b) Whole time analytical chemists with names, qualifications and residential address of two of them.
- d) Equipment for quality control (Name of the important equipment)
- 1) Chemical Analysis
 - 2) Pharmacological Analysis (including pyrogen testing)
 - 3) Microbiological Analysis (including sterility testing)
 - 4) Biological testing for plastic
 - 5) Toxicological testing.
- 8) In case of manufacturing units –
- 1) Total number of whole time Chemists (Manufacturing /Production/ Analysis Quality Control)
 - 2) Whether covered by E.S.I.? if so state number of registration. (Yes / No)
 - 3) Are you registered under the Factories Act.
- 9) In case of repacker Have you furnished details along with certified photo state copy of drug license showing names of items authorized by drug licensing authority. (Yes / No)
- 10) Specify storage facilities
- 1) Location and Address
 - 2) Floor Space available
 - 3) Cold storage / refrigerators facilities
- 11) Please check and state whether you have submitted the following
- A) EMD and Document Fees Payment Receipt. Yes / No
 - B) a) The bidder must be a registered corporate in India, registered under the Companies Act Yes / No

1956, or a Govt. Organization OR b) The bidder must be a registered corporate in India, registered under the Shop Act OR c) The bidder must be a registered partnership firm (Registration Certificate) And The bidder should be operating in India for the last three years as on the date of submission of bid

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| C) GST registration certificate | Yes / No |
| D) Maximum turnover of the bidder in the last 5 years, Minimum 75 percent of the cost per annum for the work under consideration. Annual cost = (Total Cost of Work/ Period of execution in years) (Certificate from C.A.) | Yes / No |
| E) Experience of similar nature work of supply in Government / Semi- Government / ULB in the last 3 years (Completion Certificate along with Work / Purchase Order) | Yes / No |
| F) Bidder should not have been debarred / black-listed by Central / State Government in India, at the time of submission of the tender (Self Declaration on company letterhead duly signed by authorized signatory along with company stamp) | Yes / No |
| G) Affidavit Of Rs. 100/- For Non Submission Of False Documents (Scan Copy) | Yes / No |
| H) Forwarding letter in prescribed proforma as per Annexure No. 1 | Yes / No |
| I) Particulars of the tender in prescribed proforma as per Annexure No. II | Yes / No |
| J) Certified copy of “Drug Manufacturing License | Yes / No |

/ repacking License” (valid for current year) issued by the office of the Joint Commissioner of F.D.A. (Of respective State) containing the list of products licensed to manufacture duly renewed. Or Certified copy of Drug Selling License issued by the office of the Joint Commissioner of FDA to the manufacturer and to the Distributors (If appointed)

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| K) Copy of valid ISI/ISO/WHO-GMP certificate, | Yes / No |
| L) No Convection Certificate from Food & Drug Administration. | Yes / No |
| M) Maximum three manufacture company list against each product as mention in tender form. | Yes / No |

I / We hereby declare that particulars furnished above are true to the best of my /our Knowledge and belief and that if any of the particulars is found to be materially incorrect /misleading my/our tender shall be liable to be rejected and I/We are liable for penal action as per terms specified in the terms and conditions of tender

Date :

**Full Signature of the Tenderer
With official seal and address**