BRIHANMUMBAI MUNICIPAL CORPORATION

Central Purchase Department

(Medicine Tender Section)

566, N.M. Joshi Marg, Byculla (W), Mumbai 400 011.

Supply of Surgical Dressings
SCHEDULE NO.VII
(Bid No.GEM/2026/B/8108976)

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Sd/-
Dy Dean (CPD)

Section 1 :E-tender notice

BRIHANMUMBAI MUNICIPAL CORPORATION
CENTRAL PURCHASE DEPARTMENT
566, N.M. Joshi Marg, Byculla, Mumbai 400011

No. Dy. Dean / CPD/OD/366/ Dt.04.11.2026

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from BMC portal https://portal.mcgm.gov.in under tender section. However, the bid will be invited through Government e-Marketplace portal (https://gem.gov.in) only.

Bidders who wish to participate in this bidding process must register on the website https://gem.gov.in. Bidders, whose registration is valid, may please ignore this step. At the time enrollment, the information required for enrollment should be filled. After enrollment the bidder will get his user name and password to his Mail Id.

For registration, user manual, interested Bidders should follow the respective links provided in Government e-Marketplace portal (https://gem.gov.in/training/training module)

All interested vendors, are required to be registered with BMC .Vendors not registered with BMC before can apply online by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration

The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No.	Description	Tender Fee (Rs)	EMD Rs.	Start date for downloading of Tenders	Due date & time for online Tender submission
1	**Supply of Surigcal Dressings SCHEDULE NO. VII (Bid No. GEM/2026/B/8108976)**	**Rs. 33,275 /- + Rs. 5990 /- (18 % GST) = Rs. 39,265 /-**	**Rs. 3,00,000/-**	**12.11.2026**	**03.12.2026 4.00 pm**

The Tender document is available on BMC portal (https://portal.mcgm.gov.in) along with this Tender notice. However, the bid will be invited through GeM portal only (https://GeM.gov.in).

Payment of Tender Fee:-

[A] For General Bidder:-

It is mandatory for bidders to pay Tender fee in the form of Demand Draft. Demand Draft shall be addressed to 'Brihanmumbai Municipal Corporation'. Bidder shall upload scanned copy of the Demand Draft in Technical packet. Original Demand Draft must be submitted in a sealed cover at the Office of Dy.Dean (CPD), 566, N. M. Joshi Marg, Byculla (West), Mumbai – 400011 after the end date of submission and before opening of the Technical packet. Bidder shall note that Tender fee paid is not refundable. Bidder who fails to pay full Tender fee will be treated as non responsive.

[B] For Government Boards/Corporation/ Undertakings and MSME Registered Bidder

Government Boards/Corporation/ Undertakings and the Micro and Small Manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the tender fee.

Note:-

1) The Micro and Small Manufacturers / suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium Enterprises, shall also have to pay the full tender fee amount offline in the form of demand draft, failing to pay full tender fee amount is liable for rejection of tender.

2) The Micro and Small Manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium Enterprises, but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount offline in the form of demand draft, failing to pay of full tender fee amount is liable for rejection of tender.

3) The Micro and Small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full Tender Fee amount offline in the form of demand draft, failing to pay of full tender fee amount is liable for rejection of tender.

Payment of E.M.D. (Earnest Money Deposit):-

[A] For General Bidder:-

It is mandatory for bidders to pay E.M.D. in the form of Demand Draft. Demand Draft shall be addressed to 'Brihanmumbai Municipal Corporation'. Bidder shall upload scanned copy of the Demand Draft in Technical packet. Original Demand Draft must be submitted in a sealed cover at the Office of Dy. Dean (CPD), 566, N. M. Joshi Marg, Byculla (West), Mumbai – 400011 after the end date of submission and before opening of the Technical packet. Bidder who fails to pay full E.M.D. will be treated as non responsive.

[B] For Government Boards/ Corporation /Undertakings and MSME Registered Bidder:-

Government Boards/Corporation /Undertakings and the Micro and Small Manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the Earnest Money Deposit.

Note:-

1) The Micro and Small Manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium Enterprises shall also have to pay the full EMD amount offline in the form of demand draft, failing to pay full EMD amount is liable for rejection of tender.

2) The Micro and Small Manufacturers/suppliers registered under MSMED Act-2006 or under Micro,

Small and Medium Enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount offline in the form of demand draft, failing to pay full EMD amount is liable for rejection of tender.

3) The micro and small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full EMD amount offline in the form of demand draft, failing to pay full EMD amount is liable for rejection of tender.

The Pre-Bid meeting will be held on 19.11.2026 at 3.00 pm venue of the same is at Conference hall, 2nd Floor, Opposite Office of Additional Municipal Commissioner (W.S.), BRIHANMUMBAI MUNICIPAL CORPORATION Head Office, Mahapalika Marg, Fort, Mumbai – 400001. Prospective tenderers should submit their suggestions / observations, if any, by email on to dydean01.cpd@mcgm.gov.in, minimum 2 days before the Pre-Bid meeting. Only suggestions/observations received in writing will be discussed and clarified in the pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.

The Authority (BRIHANMUMBAI MUNICIPAL CORPORATION) shall not be liable for any omission, mistake or error in respect of any of the above or no account of any matter or thing arising out of concerning or related to the tender or the Tendering Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-tender(s) without assigning any reason at any stage.

Bidders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal and GeM portal only. No corrigendum will be published in the local newspapers.

Instructions to bidder- All bidders must refer to the Buyers RFP / BMC's Tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP / BMC's Tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC's Tender Document shall prevail.

By Order of the
Municipal Commissioner of Greater Mumbai
Sd/-
Dy. Dean (C.P.D.)

For detailed tender document please scroll down :-

Section 2 : HEADER DATA

Sch. No.	**SCHEDULE NO.VII**
Tender No.	**GEM/2026/B/8108976**
Name of Organization	Brihanmumbai Municipal Corporation
Subject	**Supply of Surgical Dressings**
Estimated Cost	**Rs. 51,55,94,706.01**
Tender Fee	Rs. 33,275 /-+ Rs. 5990 /- (18 % GST) = **Rs. 39,265 /-**
Earnest Money Deposit	**Rs. 3,00,000/-**
Start date	**12.11.2026**
Pre –Bid Meeting	Prospective Tenderers willing to participate in this tender shall submit their queries / suggestions regarding Tender Manual, Schedule Copy, quantities, description, Pre-Qualifying Criteria, Etc by email to dydean01.cpd@mcgm.gov.in, minimum 2 days before the Pre-Bid meeting. **Date and Time :-** 19.11.2026 at 3.00 pm **Venue -** Conference hall, 2nd Floor, Opposite Office of Additional Municipal Commissioner (W.S.), BRIHANMUMBAI MUNICIPAL CORPORATION Head Office, Mahapalika Marg, Fort, Mumbai – 400001
Start date & time of Tender Submission	As mentioned in **https://gem.gov.in**
End date & time of Tender Submission	
Opening of Packet 'A & B'	
Opening of Packet 'C'	
Address for Communication	Office of Dy. Dean (C.P.D.), Medicine Tender Section, Central Purchase Department, Byculla (W),Mumbai–400 011
Venue for opening of Tender	Same as above

This tender document is not transferable

PREAMBLE

The Brihanmumbai Municipal Corporation invites Tenders from the Manufacturers / Manufacturer with Loan License / Importers for the Supply of Surgical Dressings (Tender No. GEM/2026/B/8108976) as per the terms and conditions as mentioned herein and as per the provisions of the M.M.C. Act 1888 as amended till date.

Section 3 : FLOW OF ACTIVITIES OF TENDER	
1.	Publishing of tender notice along with tender documents on BMC Portal & Government e-Marketplace portal.
2.	Download the tender documents from the Tender section of Government e-Marketplace portal.
3	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Government e-Marketplace portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Government e-Marketplace portal.
5.	All the information documents are published under the 'e-Procurement' section of BMC Portal.
6.	Tenderer has to go through the tender document and if confident to have required qualification/experience and fulfil the tender condition and willing to participate in the tender, then download the tender documents from the Government e-Marketplace Portal.
7.	Earnest Money Deposit (EMD) shall be paid offline in the form of Demand Draft.
8.	Tender Fee shall be paid offline in the form of Demand Draft.
9.	Simultaneous, on-line submission, of tender documents with details as specified in the tender & pro-forma in Annexure shall be done by bidder as per section No.4 of this tender document.
11.	'Technical Packet' will be opened online on the due date and due time as stated in tender details on Government e-Marketplace portal.
12.	'Financial Packet' of only those bidders who are found to be responsive in the evaluation of 'Technical Packet' as decided in tender committee meeting will be opened online, as both covers are opened simultaneously.
13.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
14.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
15.	Payment of Contract Deposit, Legal & Stationary Charges within period of thirty days from the date of issue of Acceptance Letter to successful bidder for execution of written contract with payment of requisite stamp duty.
16.	After Issuance of Acceptance Letter to successful bidder, BMC 's SAP system will be used for Purchase order, payment, etc. Supply of materials as described in the specifications and as per terms and conditions.

Section 4 : Instructions to Tenderer participating in e-Tendering For the supply of Medicines, Medical Consumables and Medicine Devices to BRIHANMUMBAI MUNICIPAL CORPORATION.	
1.	The e-Tendering process of BMC is enabled through Government e-Marketplace portal (https://gem.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Government e-Marketplace portal (https://gem.gov.in)
2.	Bidder should do Online Enrolment in this Portal using the option **https://gem.gov.in/** For registration, user manual, interested Bidders should follow the respective links provided in Government e-Marketplace portal (**https://gem.gov.in/training/training_module**)
3.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
4.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
5.	If there are any clarifications, this may be obtained online through the Government e-Marketplace portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
6.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats. If there is more than one document, they can be clubbed together.
7.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Document.
8.	Bidders should note that the Tender fee is to be paid in the form of Demand Draft (DD) and bidders should upload receipt of the same in Technical packet and original DD should be submitted at CPD office.
9.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
10.	The Tenderer has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the Tender submission process. Tenderers trying to submit the Tender at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of Tenders online by the Tenderers due to local issues. So the Tenderers are requested to submit the Tenders through online e-Procurement system to the TIA well before the Tender submission end date and time (as per Server System Clock).
11.	The bidder shall submit the bid documents online mode only, through Government e-Marketplace portal (https://gem.gov.in). Offline documents will not be handled through this system.
12.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
13.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. If the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
14.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Government e-Marketplace portal (https://gem.gov.in).
15.	All interested vendors are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.

16.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as **invalid offers** and shall be rejected summarily without any consideration.
17.	As BRIHANMUMBAI MUNICIPAL CORPORATION has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the covers provided for this purpose and commercial bid need to be filled online.
18.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
19.	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Government e-Marketplace portal (https://gem.gov.in).
20.	Tenderer should quote the price for the unit. Tenderer are advised to refer to the schedule copy (Annexure B) uploaded in ATC for proper description of the unit. For packing size, please refer to schedule copy (Annexure B) uploaded in ATC. The product offered should be of the same specifications, packing & strength/size as specified in the schedule copy (Annexure B) uploaded in ATC. The tenderers are requested to fill the tender carefully after noting the quantity mentioned for each article in the schedule copy (Annexure B) uploaded in ATC. **The rate should be strictly offered as specified in Schedule copy (Annexure B) uploaded in ATC.** Tenderer must state the Brand name, Name of manufacturer, License No. of the product offered against every item quoted.The rate for imported item must be offered in Indian currency. No rate revision shall be offered on the basis of the exchange rate fluctuations during the contract period. Supply should be made from fresh stock; minimum **Seventy Five** percent of the expiry period at the time of delivery should be available for consumption in hospital etc. Tenderers shall note that Provisions of Essential Commodity Act 1955 and order issued there under specifically shall be applicable. Details of the items quoted must be as per Annexure B (Annexure B) of the respective schedule.
21.	Successful Tenderers are required to be registered with BRIHANMUMBAI MUNICIPAL CORPORATION. Tenderers not registered with BRIHANMUMBAI MUNICIPAL CORPORATION , can apply online by clicking the link 'Online Vendor Registration application' under the 'For businesses' tab of BRIHANMUMBAI MUNICIPAL CORPORATION portal.
22.	Tenderer have to submit fresh information when any subsequent change in the name of the firm and address of firm etc, the Tenderer must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BRIHANMUMBAI MUNICIPAL CORPORATION records.

SPECIAL NOTE:

Tenderers are required to incorporate bar codes as per GS1 standards at various packing levels (Primary, secondary and tertiary**)** as per Annexure 16 and they are required to submit valid registration certificate from GS1 India for such bar-coding**.** Goods without GS1 standard Bar-coding or Substandard Bar-coding will not be accepted**.**

All Annexure should be strictly submitted in the prescribed formats**.** By the virtue of participating in the tender, the tenderer gives an implied undertaking of accepting and following all the tender rules enumerated in the Tender manual from page one to the last page**.**

TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in **https://gem.gov.in/training/training_module**

Bidders who wish to participate in the Bidding process must register on the website https://gem.gov.in. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his username and password to his Mail Id.

All bidders must refer to the Buyers RFP / BMC's Tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP / BMC's Tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC's Tender Document shall prevail.

SECTION 5: GENERAL INSTRUCTIONS TO THE TENDERERS

1)	**Eligibility Criteria:**
A)	**Who can quote?** The tenders are to be submitted by the Manufacturers / Manufacturers with Loan License / Importer/ 100**%** Indian Subsidiary of Foreign Manufacturer**.** For the item(s) quoted, the manufacturers shall have valid manufacturing license and importer shall hold valid importer license. The importer shall upload authority letter from manufacturer on the manufacturer's letterhead as per format in Annexure 6. Manufacturer/ Manufacturer with Loan License / Importer /100**%** Indian Subsidiary of Foreign Manufacturer will be termed as tenderer**.** Tenders quoted by logistic partner/ supplier/ distributor/stockiest on behalf of manufacturers will not be entertained even if they are authorized by the manufacturers**.**
B)	Turnover Criteria**:** The Manufacturer / Manufacturers with Loan License / Importer having either audited minimum average annual turnover of at least Rs**.**One Crore for last three financial years or sum of item wise turnover for items quoted by him as specified in Annexure - C for last three financial years, whichever is lower will be considered eligible for participation in the tender**. (i.e.** year 2023-24, 2024-25, 2025-26)
C)	**Experience :** I. Tenderer must have three completed years**'** experience of manufacturing**/** importing and supply of quoted product in India as on date of floating of the tender**.** II. The Tenderer should have manufactured and supplied at least 25**%** of the tender Quantity of the product***(***s***)*** quoted in at least one of the last three years**.** This information should be given item wise certified by Chartered Accountant**.** III. In case of New Drugs ***(***New molecule***)*** and new medical devices, the Tenderer should have sold the same in the market for minimum 2 years**.** The product market standing experience should be substantiated by giving item wise quantity of manufacture **/** import & sales of previous 2 years certified by Chartered Accountant. The tenderer also has to submit Form no. 45 & 46 (whichever is applicable)**.** IV. For Medicines, Medical Devices and consumables where the patent has expired in last 3 years and other manufacturer has undertaken manufacturing of that item after patent expiry, tenderers for quoting patent expiry items, latest FY sale figures of more than 25 percent of the quantity of total requirement specified in the tender will be accepted as submitted in Annexure 12. V. In case of mergers and acquisitions, market standing of quoted product of acquired/merged company will be considered**.**
D)	**Details of Litigation History on Rs. 500 Stamp Paper :** -Tenderers are requested to go through Circular No.MGC/F/6565 Dt.25.09.2018 regarding more clarification for Annexure no.15 i.e. Clause of litigation history and do needful. -Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt. Central Govt. or any authority under state

	or central Govt. / Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of Tender. - Tenderer must disclose the litigation history for last 5 years from the date of submission of Tender about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm directors, partners or authorized signatory for carrying out any work/ supply of medicines, medicine consumable and medical devices for BMC by any authority of BMC and the orders passed by the competent authority or by any authority of BMC and the orders passed by the competent authority or by any court where BMC is a party. While taking decision on litigation history, the concerned DMC or Director, as may be the case, should consider the details submitted by Tenderer and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm directors, partners or authorized signatory on the BMC works which can spoil the quality output and delivery of healthcare services or any work execution and within the timeframe. -If there is no litigation history, the Tenderer shall specifically mention that there is no litigation history against him as per the clause of litigation history. -Litigation History is applicable to the quoted products / product quality and supply related litigation & then depending upon the gravity of matter the decision will be taken accordingly. -The Tenderer are not allowed to quote 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.
E)	**All tenderer must disclose the names of their partners, if any in the particular contract.** i. Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband, wife father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract. ii. If it is found that firms as described in clause E - i. have tendered separately under *different names* for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting. iii. If it is found that closely related persons as in clause E- i. have submitted separate tenders/quotations under *different names firms /establishment* but with c*ommon address* for such establishment/firms and /or in such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers Shall be liable for action as in clause No E-ii including similar action against the firms/ establishments concerned. iv. Any tenderer failing to disclose information as indicated in E-i to iii thus violating

	clauses, shall render him liable to have his EMD forfeited and the contract, if entered into, and cancelled at any time during its currency. Further it shall invite penal action including black listing against the Tenderer as well as related firm/establishments.
F)	**Eligibility of items :** **i.** The item wise specifications, certifications required and requirement have been furnished in **Schedule copy (Annexure B)** **ii.** The details of item quoted and product offered shall be uploaded as per the Proforma given in **Annexure 2**. **iii.** The items offered shall fully conform to the items specified in the Schedule copy (Annexure B). **iv.** It is the sole discretion of the tenderer as to which item(s) are quoted in the tender. **v.** If any item offered by the tenderer is manufactured at more than one location, the documents of all such manufacturing units have to be submitted. **vi.** ***If the specification of any item in the schedule copy (Annexure B) is found to be manufacturer specific/Proprietary then manufacturers manufacturing similar article of equivalent specification which could be used in lieu of manufacturer specific/Proprietary tems found in schedule can participate in the tender.The burden of proving that the item offered is of equivalent specification to that of the item in the schedule copy lies with the manufacturer quoting the similar item and the tenderer shall submit documentary evidences establishing that the product offered has been used by reputed institutions such as AIIMS, PGI, TNMSCL, CGHS, etc for the same intended application as that of the item mentioned in tender schedule copy (Annexure B). Due diligence must be carried out by the tenderer while submitting documents like rate masking,etc. The decision of the BMC will be final with regards that the offered item is of equivalent specification and*** can be used in lieu of ***item published in the schedule copy of the tender.***
2)	**Amendment to tender documents** Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it on the portal of BMC and GeM**.** Such addendum/corrigendum/clarification so issued shall form part of the tender documents**.** All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet **'**A**'.**
3)	This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE**.**
4)	The tenderer shall offer the best prices for the subject supply as per the present market rates and that the tenderer should not have offered less prices for the subject supply/work to any other outside agencies including Govt**.**/Semi Govt**.** agencies and within the BMC also**.** Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities

	and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender**.** In the event, if it is revealed subsequently after the allotment of contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever**.** Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation**.** Affidavit shall be uploaded in this respect as per Annexure **–** 4**.**
5)	**Validity**: Validity of the offer should be for **180 days** from the date of opening of tender.
6)	**Payment of Earnest Money Deposit (E.M.D.):** **[A] For General Bidder:-** It is mandatory for bidders to pay E.M.D. in the form of Demand Draft. Demand Draft shall be addressed to 'Brihanmumbai Municipal Corporation'. Bidder shall upload scanned copy of the Demand Draft in Technical packet. Original Demand Draft must be submitted in a sealed cover at the Office of Dy. Dean (CPD), 566, N. M. Joshi Marg, Byculla (West), Mumbai – 400011 after the end date of submission and before opening of the Technical packet. Bidder who fails to pay full E.M.D. will be treated as non responsive. **[B] For Government Boards/ Corporation /Undertakings and MSME Registered Bidder:-** Government Boards/Corporation /Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the Earnest Money Deposit. **Note:-** 1) The Micro and Small Manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium Enterprises shall also have to pay the full EMD amount offline in the form of demand draft, failing to pay full EMD amount is liable for rejection of tender. 2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium Enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount offline in the form of demand draft, failing to pay full EMD amount is liable for rejection of tender. 3) The micro and small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full EMD amount offline in the form of demand draft, failing to pay full EMD amount is liable for rejection of tender. **[C]** EMD paid by the tenderer is liable to be forfeited by BMC if tenderer withdraws offer before validity period of 180 days.

7)	**Refund of E.M.D. :** E.M.D. of Tenderers except L1 and L2 will be refunded after finalization of Packet C evaluation as per BMC procedure. However after refund of EMD, such Tenderer will not have any claim for award of contract. EMD of second lowest Tenderer will be refunded after issuance of letter of acceptance to lowest responsive Tenderer. The EMD of the tenderer who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC.However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract. The successful Tenderers who have submitted 5% contract deposit, the EMD of such Tenderers will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by Chief Accountant's office.
8)	**Payment of Tender Fee:-** **[A] For General Bidder:-** It is mandatory for bidders to pay Tender fee in the form of Demand Draft. Demand Draft shall be addressed to 'Brihanmumbai Municipal Corporation'. Bidder shall upload scanned copy of the Demand Draft in Technical packet. Original Demand Draft must be submitted in a sealed cover at the Office of Dy. Dean (CPD), 566, N. M. Joshi Marg, Byculla (West), Mumbai – 400011 after the end date of submission and before opening of the Technical packet. Bidder shall note that Tender fee paid is not refundable. Bidder who fails to pay full Tender fee will be treated as non responsive. **[B] For Government Boards/Corporation/ Undertakings and MSME Registered Bidder** Government Boards/Corporation/ Undertakings and the Micro and Small Manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the tender fee. **Note:-** 1) The Micro and Small Manufacturers / suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium Enterprises, shall also have to pay the full tender fee amount offline in the form of demand draft, failing to pay full tender Fee amount is liable for rejection of tender. 2) The Micro and Small Manufacturers /suppliers registered under MSMED Act-2006 or under Micro, Small and Medium Enterprises, but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount offline in the form of demand draft, failing to pay of full tender fee amount is liable for rejection of tender. 3) The Micro and Small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium Enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full Tender Fee amount offline in the form of demand draft, failing to pay of full tender fee amount is liable for rejection of tender.
9)	**Acknowledging communications:** Every communication from the Dy. Dean (C.P.D.), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer with the signature of authorized person and with official rubber stamp of the tenderer.

10)	**Where and how to submit the tender** (Refer Section 3- Flow of activities of Tender &Section 4 : Instructions to Tenderer participating in e-Tendering) The e-Tendering process of BMC is enabled **through GeM portal** 'https://gem.gov.in' The bid should be submitted online through website https://gem.gov.in in three Packets system i.e. Administrative Bid (Packet A), Technical Bid (Packet B) & Commercial Bid (Packet C). All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However the e-tender website or helpline numbers may guide you for obtaining the same Deadline for submission of bid – as per schedule mentioned in tender notice.
11)	**Documents to be uploaded**: This complete 'Tender Document' shall be uploaded as a token of acceptance of all clauses / conditions / requirements / instructions contained in this tender document. Original scanned documents or self-attested photocopies of specified documents shall be scanned and uploaded.
12)	**Authentication of Documents:** The responsibility to produce correct authentication rests with the Tenderer. If any document detected to be forged, bogus etc., For General Bidder :- The tender shall be rejected and the Earnest Money Deposit shall be forfeited. For Government Boards/Corporation/ Undertakings and the Micro and Small Manufacturers / suppliers registered under MSMED Act-2006 availing tender fee and Earnest Money Deposit relaxation :- The tender shall be rejected and the firm/company will be debarred from participating in tender for three years, if participated their offer will be treated non-responsive out rightly. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting against the said Tenderer and /or the partners. The Municipal Commissioner shall also be entitled to purchase the items from the open market at the risk and cost of the said tenderer and the damages thereof shall be recovered from the Tenderer's dues. The photocopies / Xerox copies of the document should be attested from the Gazette Officer of the State/ Central Government or from the Officer of Brihanmumbai Municipal Corporation not below the rank of Assistant Engineer/ Administrative Officer or practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp with or without red seal clearly stating his name & registration no. before enclosing.

13)	**Translation of certificates:** If the certificate issued by any Statutory Authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.
14)	**Sign and seal:** Affixing of digital signature anywhere while submitting the Tender shall be deemed to be signed by Tenderer and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the Tender/Tenders offered by the Tenderer which shall include acceptance of special directions/terms and conditions if any, incorporated. i. If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized representative only. ii. If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorized representative only. **iii.** If a limited company/ Sanstha's /Societies /Trust submit and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorized representative only.
15)	**Power of Attorney (POA):** (Format in Annexure–14) Notarized Power of attorney shall be granted by 2 Directors/Managing Director /All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-. Note – (a) The Registered Power of Attorney (if any) registered with Chief Accountant (B.M.C.) will be accepted. (b) If all uploaded documents are signed by Proprietor or 2 Directors/Managing Director or All partners, as the case may be, POA is not required to be submitted. If Tender is awarded and Contract Documents are signed by POA Holder the POA is to be registered at the Office of Chief Accountant (B.M.C.)
16)	**Name of Partners:** All tenderers must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.
17)	**Unconditional Offer:** Tenderers shall quote a firm & unconditional offer. **Conditional offers shall not be considered and shall be treated as non-responsive.** Bonus / complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given without

	any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest tenderer irrespective of unconditional Bonus / complimentary / discount offer.
18)	**Contradictory Clause in tender:** Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
19)	**Alternative clauses in tender:** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.
20)	**Technical specifications:** A. The tenderer shall carefully read the Schedule Copy (Annexure 'B') to 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. Details of the Product Offered should be duly filled in Annexure 2. B. The tenderer shall carefully read & understand the packing specifications mentioned in Schedule Copy. C. The tenderer shall mark and highlight all the documents as per Schedule Copy Item Numbers.
21)	**The Three Packet System:** ***i.*** The tenderer should upload tender in three Packets (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself. ii. All the documents should be strictly uploaded in P.D.F. format**.** For uploading of Packet 'A' & 'B' documents, 11 folders have been provided on GeM portal. This provision is made to provide maximum available space to the tenderers for uploading of Packet 'A' & 'B' documents. Tenderers shall upload their Packet 'A' & 'B' documents in any of these folders irrespective of the name of the folder. **iii. If the tenderer has not uploaded all the required and necessary documents as prescribed in packet 'A' &'B' at the time of Bid Submission then the tenderer shall submit the same online in GeM Portal within 7 days from the date of intimation from BMC.** **iv.** If the information of shortfall documents sent by concerned BMC officer by e-mail on the tenderer's e-mail ID (mentioned in Annexure 3 submitted by him) is not complied with, for such lapses within given period, BMC shall not be responsible and it will be treated as

	noncompliance of the shortfall from the tenderer end andhis offer will be treated as non-responsive. v. The tenderer shall not disclose / quote the rate of the items in packet 'A' / 'B' (Bill of Entry, Purchase Orders). (Any price / Rupees / Amount should be masked). The document where price / Rupees / Amount are not masked will not be accepted and item will be considered Non Responsive. vi. The tenderer must scan and upload the currently valid documents including the due date and time of tender **vii.** All Annexure(s) shall be physically signed as per their respective conditions and uploaded. **viii.** All addendums /corrigendum shall be uploaded along with tender document**.**
A)	**Administrative Bid (Packet A)** The following documents shall be submitted in the Packet 'A'**:-**
i.	Chartered Accountant's Certificate for turnover of the tenderer for preceding three financial years. (Original needs to be produced for verification & will be returned back after verification).
ii.	**Valid Solvency certificate/Banker's Certificate:** The Tenderer shall submit Solvency Certificate issued by Nationalized/Scheduled banks/RBI Approved Banks worth **50% of the Sum of Turnover value of the items quoted as per Annexure C in the tender** (however, Solvency Certificate of higher amounts will be accepted)**.** **In case of 50% of the Sum of Turnover value of the items quoted as per Annexure C in the tender is less than 1 lakh, the Solvency value must be at least of Rupees 1 lakh.** **In case of 50% of the Sum of Turnover value of the items quoted as per Annexure C in the tender is more than 30 lakhs, the Solvency value must be at least of Rupees 30 lakhs.** The Date of issue shall not be more than 6 months prior to due date of tender. Solvency certificate / Banker's Certificate must mention amount of solvency. Solvency Certificate must bear seal of the bank along with Name, employee code and designation of the issuing authority. Original Solvency Certificate needs to be produced for verification& will be returned back after verification.
iii.	**GST registration certificate** (of Tenderer). GST registration certificate along with Deposit Receipts (Challans) of previous 3 months of Tenderer shall be attached.
iv.	**'PAN' documents** a) In case of Company or firm: i) PAN Card of proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company iii) PAN Card of a firm in case of Partnershipfirm. b) PAN Card of the Sansthas / Societies / Trust which are registered under Public Trust Act 1950 Registration Act 1960 / The Maharashtra Co- Op Society Registration Act 1960 (whichever is applicable)

	c) However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no PAN documents will be insisted. Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.
v.	Certified copy of latest partnership deed in case tenderer is a partnership firm.Partnership deed must be registered in the office of Chief Accountant, B.M.C. Head Office before Execution of Contract.
vi.	Firm / Company / Sanstha Registration Certificate e.g.Certification of Incorporation / Articles of Association / Memorandum of Association etc.
vii.	List of all Directors/Partners as per Ministry of Corporate Affairs with complete residential / Business address, Telephone No. /Mobile No. & E-Mail id along with signature of Authorized Signatory on letter head of the tenderer.
viii.	**Power of Attorney** (Annexure 14) If tender is signed by a person holding power of attorney. The Postal Address of Residence, Business along with Telephone Number, Fax Number, Mobile Number & E-mail ID shall be furnished.
ix.	Registration Certificate under ESIC Act 1948if 10 or more workers are on the establishment of Tenderer. **OR** Declaration on Rs.500/- stamp paper if registration under ESIC Act is not applicable.
x.	Registration Certificate under EPF & M Act 1952 if 20 or more workers are on the establishment of Tenderer. **OR** Declaration on Rs. 500/- stamp paper if registration under EPF & M Act 1952 is not applicable.
xi.	Annexure 1: 'Tender form' on tenderer's letter head with signature of Proprietor/ Managing Director / 2 Directors/ All partners/ Holder of Power of Attorney as the case may be.
xii.	Annexure 2**:** Pro-forma for detail of the item quoted and product offered along with details on notarized stamp paper of Rs**.** 500**/-.**
xiii.	Annexure 3: Particulars about the Tenderer on Letter Head of the Tenderer. Valid and correct e-mail ID of the tenderer for communication in respect of this bid shall be provided in Annexure 3.
xiv.	Annexure 4: Notarized Declaration made by the tenderer on Stamp Paper of Rs.500/- with signature of Proprietor/ Managing Director / 2 Directors/All partners/ Holder of Power of Attorney as the case may be in presence of 2 witnesses.
xv.	Annexure 5: Notarized Declaration by the Tenderer regarding eligibility and acceptance of term and conditions of the tender on Stamp Paper of Rs. 500/-.
xvi.	Annexure 6: Authority letter to the Importer on manufacturer's letterhead or Subsidiary letter issued by original manufacturer to importer will be accepted.
xvii.	Annexure 8 :Internal Grievance Redressal Mechanism on Letter Head of Tenderer

xviii.	Annexure 9: FORM OF INTEGRITY PACT on Stamp Paper of Rs.500/- with signature of Proprietor/ Managing Director / 2 Directors/All partners/ Holder of Power of Attorney as the case may be.
xix.	Annexure 10: Notarized Undertaking cum-Indemnity Bond on Stamp Paper of Rs.500/-
xx.	Annexure – 16: GS1 India for bar-coding Certificate or Declaration on Rs.500/-stamp paper.
xxi.	Annexure- A (Irrevocable Undertaking) as per prescribed format on Rs. 500/- stamp paper.
xxii.	Demand Draft for Tender Fee
xxiii.	Demand Draft for Earnest Money Deposit
xxiv.	The Micro and Small manufacturers/suppliers availing tender fee and Earnest Money Deposit relaxation: Valid registration certificate of MSME.
B)	**Technical Bid (Packet B)** The following Documents shall be submitted in the Packet 'B'**:-**
i.	Annexure 2**:** Pro-forma for detail of the item quoted and product offered along with details on notarized stamp paper of Rs**.** 500**/-.**
ii.	Annexure 7: Notarized DPCO / NPPA Declaration / Affidavit on Stamp Paper of Rs.500/-.
iii.	Valid Item-wise WHO-GMP / COPP/ GMP Certificate issued by Competent Drug Licensing Authority as specified in schedule copy (Annexure B) wherever required.
iv.	Annexure -11 (Manufacturer/ Manufacturer with Loan License/ Importer) **a) For Drug items (Manufacturer/ Manufacturer with Loan License):** **1.** Performance Certificate issued by State Food & Drugs Authority. **2.** Duly signed Self Declaration in Annexure 11 format on Tenderer's Letter Head. **b) For Drug items (Importer):** **1**. Valid market standing certificate or equivalent certificate issued by Competent Licensing authority. **2.** Duly signed Self Declaration in Annexure 11 format on Tenderer's Letter Head **b) For Drug items (Importer):** **1**. Valid market standing certificate or equivalent certificate issued by Competent Licensing authority. **2.** Duly signed Self Declaration in Annexure 11 format on Tenderer's Letter Head **c) For Medical Devices (Manufacturer/ Manufacturer with Loan License/ Importer):** **1.** Valid market standing certificate or equivalent certificate issued by Competent Licensing authority. **2.** Duly signed Self Declaration in Annexure 11 format on Tenderer's Letter Head.
v.	Annexure – 12: Statement showing item-wise total number of units manufactured / manufactured with loan license/imported and sold during last three financial years on CA Letterhead with UDIN number**.**

vi.	Annexure – 15 :Details of litigation History on Rs. 500 Stamp Paper
vii.	Valid Domestic Drug Manufacturing License / Loan License / MDR License (wherever applicable item wise) / Repacking License /Import License (Form 10 & Form 41) along with valid a product list issued approved by competent F.D.A. / Drug controlling Authority.
viii.	Copy of valid relevant ISI / ISO / CE / USFDA / BSI / BIS Certificate etc, wherever applicable as per enclosed schedule copy / tender manual.
ix.	Item wise Test Report from manufacturer / FDA approved laboratory / Govt. aided laboratory /in-house test report from manufacturer duly signed by FDA approved competent technical staff as per the Drug & Cosmetic Act, burden of proof lies with the tenderer.
x.	In case of proprietary items the Manufacturer / Manufacturer with Loan License/ Importer shall submit the letter on the original letterhead of the manufacturing company to the effect that a particular product is not manufactured by any other company and the concerned Manufacturer / Importer shall also submit copies of the work orders quotation given to the Govt. / Semi Govt. Institute.
xi.	In case of Imported Items copies of the following additional valid certificates must be submitted: • Name of the manufacturer and the complete address with e-mail ID of the manufacturer. (Annexure 2) • Authority letter from manufacturer to importer as per Annexure - 6 OR contract agreement between foreign Manufacturer & Importer. • Import Export code (IEC) in the name of tenderer/ Manufacturer issued by competent authority • In case of Medicine / Medical devices/ Medical consumables certificate confirming that the product has been in use in its country of origin for a period of at least one year. **a)** Country of Origin certificate from chamber of commerce OR **a)** Import License issued by the CDSCO mentioning Country of Origin AND Bill of Entry issued by Customs Department mentioning Country of Origin. • Item wise notarized bill of entry of previous three years.
xii.	Manufacturer/ Manufacturer with Loan License's/ Importer: Valid No conviction certificate issued by Competent F.D.A./Drug controlling Authority, not more than 1 year old on the due date / closing date of the tender.
xiii.	Manufacturer / Manufacturer with Loan License / Importer has to submit copy of valid Drug Selling License issued by competent F.D.A./Drug controlling Authority, as applicable.
C)	**Commercial Bid (Packet C)** The commercial offer has to be submitted online by filling the rates using the user ID, password and digital signature.

	Packet 'C' will be automatically generated as per item data. Tenderer(s) should fill item wise rate for the items mentioned in the BOQ as per instructions in schedule copy (Annexure B). Evaluation & Allotment of items shall be decided on lowest Tenderer of each item.
22)	**Prices-** (i) The prices quoted and accepted will be binding on tenderer and valid for the contract period and any increase in price will not be entertained. (ii) Purchases may be made on staggered basis as per the requirement of the hospitals / maternity homes/ dispensaries/ HBT clinics of BMC (list attached). (iii) Bid has been called for in the generic names of drugs and should quote the rates for the generic products only. The tenderer shall indicate in the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. Tenderers shall quote for the complete requirements of drugs, failing which such tenderers will not be taken in to account for Evaluation. (iv) Firm price: The prices quoted shall be firm, no variation will be allowed on any account whatsoever. The rates quoted shall be inclusive of all taxes and duties, i.e. GST etc. and/or any other taxes and duties applicable to that item. As and when demanded, tenderer shall submit the documentary evidences of duty/tax paid by him. Tenderer should understand that BMC will not bear any additional liability towards payments of any Taxes & duties. (v) The rate for imported item must be offered in Indian currency. No rate revision shall be offered on basis of the exchange rate fluctuation during the contract period. (vi) Rates should be quoted in Indian Rupees only for each of the required medicines separately on door delivery basis strictly according to the unit as per the schedule copy. Tender for the supply of drugs, medicines, etc. with conditions like '**AT CURRENT MARKET RATES**' shall not be accepted. The BMC shall not be responsible for damages, handling, clearing, transport charges etc. will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. (vii) The price quoted by tender should 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 BMC at their discretion will exercise the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. The discretion will be exercised without prejudice to any other action that may be taken against the tenderer. (viii) 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 tenderer himself, the tenderer shall be morally and statutorily bound to inform the BMC immediately about such reduction in the contracted prices. The BMC is empowered to reduce the rates accordingly. (ix) 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 tenderer should produce a letter from the concerned Competent Authorities for having paid additional GST/other taxes on the goods supplied to the BMC and can also claim the same in the invoice. In case of any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST act. Further, all the provisions of GST Act will be applicable to the tender.All the rates quoted by the tenderer should be inclusive of all taxes, i.e G.S.T. and other state levies/cess which are not subsumed under GST. The tenderer shall quote the rates inclusive of all taxes & duties clearly & understood that BMC will not bear any additional liability towards payments of any Taxes & duties. If the services to be provided by the Tenderer falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, however same shall be inclusive of taxes /Duties/Cess other than GST, if any.Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST act. (x) As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing 'Anti Profiteering Measure' (APM), 'any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices'. (xi) The tenderers are requested to fill the tender carefully after noting the quantity mentioned for each item in the schedule copy. The rate should be strictly offered for the unit as specified in schedule copy. (xii) Tenderer is informed that no variation in rates etc. shall be allowed on any ground such as clerical mistake or misunderstanding etc. after tender has been submitted.
23)	**<u>FALL CLAUSE</u>** The Tenderer undertakes that it has not quoted similar medicines/medical devices and medical consumables / products / systems or subsystems in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar medicines/medical devices and medical consumables / products / systems or sub systems was supplied by the TENDERER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Tenderer from BMC.

24)	**Opening of Bid**: On the date and time specified in the tender notice Administrative bid (packet A) and Technical Bid (Packet 'B') will be opened online on the due date and due time as stated in the header data.. **Opening of Price Bid:** The price bid (Packet 'C') will be opened only if Administrative bid in Packet 'A' and technical bid in Packet 'B' is found acceptableand shall be opened as per e-tendering procedure. The date and time of price bid opening will be communicated electronically through portal.
25)	**Evaluation of the tender:** i. After opening of Packet 'A' and Packet 'B', 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. The scrutiny shall be on the basis of submitted substantiation documents. ii. 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 tenderers can check their bid evaluation status on the website. iii. 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 tenderers shall be opened later, on a given date and time. iv. Each item/medicine will be evaluated separately. v. The documents which are uploaded in Packet 'A' and Packet 'B' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.
26)	Every complaint, submitted by competitive tenderers in the matter of challenge to the authenticity of documents/information and/or particulars submitted by another tenderer ought to be accompanied with the deposit of Rs**.** 2, 00,000/- **(**Rupees Two Lakhs only**)** towards charges for inspection and verification of the documents of another tenderer**.** On verification of the complaint, if the representations made therein are found to be true and correct, the deposit will be refunded to the complainant and the E**.** M**.** D**.** of the defaulting tenderer shall be forfeited and further it shall be lawful for BMC to blacklist such defaulting tenderer for a maximum period of five years**.** On verification of the complaint, if the representations made therein are found to be false and incorrect, the deposit shall be forfeited and the complainant shall be black-listed for period of two years**.** Any complaintreceived regarding the authenticity of documents/information and/or particulars submitted by another tendererafter price bid opening will not be entertained**.**

27)	**Rejection of tender:** The tender may be considered incomplete, irregular, invalid and liable to be rejected If I. The tenderer stipulates own condition /conditions, II. Does not fill & sign the Tender Form incorporated in the Tender, III. Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication IV. Tenderer is not eligible to participate in the bid as per laid down eligibility criteria; V. The Goods offered are not eligible as per the provision of this tender. VI. Does not submit valid documents listed in Packet 'A' & Packet 'B'. VII. Non-submission or submission of illegible scanned copies of stipulated documents/ declarations VIII. Stipulated validity period less than 180 days. IX. Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well. X. Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have: **1)** Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or 2) Record for poor performance such as non-supply of allotted medicines, medicine consumable and medical devices, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.
28)	**Grievance Redressal : (As per Annexure 8)** Tenderer has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 07 days of declaration of Administrative and Technical or financial evaluation results. The complaint shall be addressed to Deputy Municipal Commissioner/ Joint Municipal Commissioner (Central Purchase Department).
29)	**Price Negotiation :** The BMC reserves its right to negotiate with the lowest acceptable tenderer (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.
30)	Selected Manufacturers / Manufacturers with Loan License / Sole Importers ***with pre-approval of the BMC*** can give authority letter to the logistic partner / supplier/ distributor /stockiest for the purpose of making supplies, raising bills, collecting payment etc**.**The nominated logistic partner/ supplier/ distributor /stockiest shall i. sign integrity pact separately as prescribed in Annexure-9 ii. submit litigation history in prescribed format in Annexure-15 iii. document required as per Drugs & Cosmetic Act **(**Drug selling, Non Convictions, etc**.)** In such cases, the Manufacturers / Manufacturers with Loan License / Sole Importers has to accept responsibility for any lapse on the part of the logistic partner/ supplier/ distributor /stockiest and an undertaking to this effect from the Manufacturers / Manufacturers with Loan License / Sole Importers will have to be submitted.Failure to submit such an undertaking will lead to rejection of authorization and Manufacturers / Manufacturers with Loan License / Sole Importers will have to supply drugs directly**.** This authorization should be valid for the entire duration of the contract**.** No change of logistic partner/ supplier/ distributor /stockiest within the contract period will normally be allowed**.**However under unavoidable special circumstances as deemed fit by BMC, Manufacturer/ Manufacturer with Loan License / SoleImporter can add/ delete/change logistic partner / supplier/ distributor /stockiest maximum on two occasions during the contract period by payment of Rs**.** 50,000/**-.**

31)	**<u>Acceptance of Tender / Award of Contract</u>:** The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the BMC within stipulated time limit.
32)	**<u>Period of Contract</u>**: The period of contract shall be Two Years from the date of sanction obtained from the standing committee. Rate Circular (for Purchase Order and Supply) will be issued after signing of the contract/ agreement by both the parties i.e. the Contractor and BMC.
33)	The lowest successful tenderer will be allotted 100 % quantity of the concerned item.
34)	The Municipal Corporation reserves its right to inspect the manufacturing premises of the company as and when required.
35)	**In ATC (Additional Tender Conditions "Instructions to bidder- All bidders must refer to the Buyers RFP/ BMC's tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP/ BMC's tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC's tender Document shall prevail."**

Section 6: GENERAL CONDITIONS OF CONTRACT

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

1.	**Schedule:**
	Schedule means the list of **medicines, medicine consumable and medical devices** required by all Municipal Hospitals, Maternity Homes and dispensaries. This schedule copy contains the descriptions/ Specifications **of medicines, medicine consumable and medical devices**, its' packing and approximate quantity required for the period of two years. It also contains pre-qualifying criteria and is indicated against each item in the schedule copy. The tenderer having valid certificate / documents shall only be considered. The schedule copy should be read with the BOQ.
2.	**Contract:**
	Contract means the Contract Agreement entered into between the 'Purchaser' henceforth called Brihanmumbai Municipal Corporation or BMC and the Supplier, together with the Contract Documents. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
3.	**Contract Documents:** The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it. 1) Letter of Acceptance 2) The Contractor's Bid 3) Addendum to Bid, if any 4) Tender Document 5) The Bill of Quantities / Price Packet 6) The specifications & Schedule copy 7) The General conditions of Contract 8) The Special conditions of Contract 9) Final written submissions made by the contractor during negotiations, if any 10) All correspondence documents between bidder and BMC. 11) Integrity Pact
4	**Contract Deposit / Performance Security:** i. The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA) ii. The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee. iii. Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf'. The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar iv. The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.

	v. The contract deposit / Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects. vi. The Performance B.G. shall remain valid for a period of 6 months beyond the contract period. vii. The successful bidder shall have to pay Stamp Duty on B.G. as per the Maharashtra Stamp Act at prevailing rate which is 0.3% at present on total cost. The renewed B.G. shall be treated as new B.G. and it is necessary to pay fresh Stamp Duty. viii. The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or (a) to forfeit the said security in whole or in part in the event of: 1) any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof 2) for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect (b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons. ix The postponement of the payment of the full contract deposit of the execution of the contract shall not be permitted by reason of the Corporation having in possession of other deposits on account of other tenders or contracts of the deposit which may or may not become returnable to the tenderers and which they may wish to transfer as a deposit under this contract. Such transfer shall not under any circumstances be permitted.
5	**Signing & Execution of Contract:** i. In the event of the tender being accepted, the Letter of Acceptance (LoA) and the Contract documents shall be sent / issued to the successful bidder (Contractor) for signature and return, incorporating all the agreements between the parties to the contract i.e. the contractor and the BMC. The Contractor shall acknowledge and unconditionally accept, sign, date and return the contract documents within 30 days from the date of issue. ii. The contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Dy. Dean (C.P.D.) should be informed accordingly. iii. In case of joint Stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Dy. Dean (C.P.D.) should be informed accordingly. iv. Contractor shall pay contract deposit / performance security, legal & stationery charges, stamp duty etc. and submit signed contract documents within 30 days from the date of issue of Letter of Acceptance and thereafter a fine of Rs.5000/- per day will be imposed up to maximum 07 days delay.

	v. If the contractor fails to pay / submit contract deposit / performance security, legal & stationery charges, stamp duty etc. and signed contract documents within the above stipulated time (i.e. 37 days including penalty period of 07 days, the above mentioned fine plus entire EMD amount will be forfeited and the tender / contract already accepted shall be considered as cancelled. If the contractor is Government Boards/Corporation/ Undertakings and the Micro and Small Manufacturers/ suppliers registered under MSMED Act-2006 availing tender fee and Earnest Money Deposit relaxation and fails to pay / submit contract deposit / performance security, legal & stationery charges, stamp duty etc. and signed contract documents within the above stipulated time (i.e. 37 days including penalty period of 07 days, the firm/company will be debarred from participating in tender for three years, if participated their offer will be treated non-responsive out rightly. vi. The contract shall be signed and entered into after receipt and verification of requisite performance security, by the BMC authority empowered to do so. vii. The Rate Circular shall be issued only after signing of contract by both the parties i.e. contractor and BMC. viii. The contract shall be executed as per the MMC Act. ix. EMD paid by the tenderer is liable to be forfeited by BMC if tenderer withdraws from contract before expiry of contract period.
6	**Payment of legal and stationery charges:** These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular**.** This can change and the successful tenderer shall have to pay the applicable legal and stationary charges at the time of award of contract.
7	**Stamp duty:-** The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives**.** The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of "Stamp Duty Act 1958" (amended till date).
8	**The Successful Tenderers must distinctly understand:** I. The tenderer has fill the tender carefully after noting the quantity and packing mentioned for each item in the schedule copy**.** II. The rate for the product offered should be of the same specifications, packing & strength/size as specified in the schedule copy**.** III. That they shall be strictly required to conform to the conditions of this contract as contained in each of it clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the conditions.

	IV. The Contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. V. The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro- actively brought to the notice of the BMC within 7 days of it coming to the Contractor's knowledge. VI. The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. VII. The Municipal Commissioner reserves the right, but without any obligation to do so to increase the ordered quantity by up to 25 per cent at any time within the currency of the contract or the extended contract period by giving reasonable notice to the successful tenderer. VIII. The Rate Contract is only a standing offer from the Contractor. Subject as hereinafter mentioned, no guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract. *IX.* Tenders shall be considered separately and contracts may be given separately for all or any of the Items in schedules from 1 to 13.
9	**Right to repeat competitive bidding:** I. BMC reserves the right to undertake repeat competitive bidding through open/ advertised tenders on the same terms & conditions, including specifications during the validity period of existing valid Rate contracts (R/Cs). II. In such cases, the existing R/C holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided. III. If the prices received are found lower than the existing R/Cs. prices, new R/Cs may be awarded at reduced prices. IV. Existing R/Cs at higher prices may be fore-closed, giving adequate notice if they do not match such reduction in prices under the fall clause.
10	**Fore-closing or Renegotiation of the Rate Contract:** During the currency of the Rate Contract, the BMC can short-close the rate contract or renegotiate the price by serving a suitable notice of thirty days.
11	**Renewal of Rate Contracts:** In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some exceptional reasons, the existing rate contracts would be extended with identical terms, conditions etc., for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, shall be left out. The period of such extension would generally not be more than three months. In case of renewed contract the R/C holder shall submit required Contract Deposit at the rate 5% of original plus additional value of the contract valid till 6 months after the completion of extended contract period. R/C Holder shall also have to pay requisite fresh Stamp Duty on total contract.
12	The provisions of Essential Commodity Act of 1955 and order raised there under specifically Drug (Price Control) order 1987 shall be applicable.

13	**Order:** The user department will place the orders as and when required (staggered order) after signing of the contract by both the parties. All orders should be executed free of delivery charges to all Municipal Hospital, Maternity Home, Dispensary, etc. as listed in the tender document.
14	**Supply & Delivery:** I. The contractor shall ensure that at least 75% of shelf life remains balance as on delivery date. The BMC reserves its rights to reject expired or products with less than such specified shelf life. II. The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended. III. Every container i.e. ampoule, vial, bottle, box, strip etc. in which the material is supplied shall bear the rubber stamp, 'For B.M.C. use only' and the year of contract. The name of the product and its composition, the name of the manufacturer of the raw material as well as finished products and the country of the manufacturer in case of every medicine, medicine consumable and medical devices should be stated. IV. The tenderer is not allowed to make any alteration, changes or modification on the label of the product while supplying to Hospital, Institutions, Maternity Home and Dispensaries of the BMC. V. Leaflet / literature should be provided along with every box of Medicine, medical devices and Medical Consumables. VI. The delivery shall not be complete unless the goods are inspected and accepted by the 'Consignee' as provided in the contract. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee. VII. The primary responsibility for supply of items in time shall rest with the successful tenderer. VIII. The goods should be delivered with proper maintenance of cold chain (if required) from the date of receipt of supply order to the Consignee. The Consignees will be separately mentioned in the supply order. IX. The delivery of medicines, medicine consumable and medical devices should be made within 30 days from the date of confirmed order. X. No excuse for delay due to any statutory authority like customs etc. shall be taken into consideration for extension of the delivery. XI. The supply received must be as per the specification and packing as quoted in the tender (schedule copy). In case, it is not as per the specification, the material shall be returned for replacement that must be done within 7 days. Delay in this regard, shall be treated as delay in supply and suitable penal action including blacklisting shall be taken. XII. In case of dispute, the material shall be tested by F.D.A. approved laboratory/appropriate authority and the report thus submitted shall be taken as final.

	XIII.	Name of Manufacturer, Drug Manufacturing License details and batch number of each medicine, medicine consumable and medical devices should be mentioned in challan Copy and invoice Copy.
	XIV.	At the time of supply of medicines, medicine consumable and medical devices every tenderer / manufacturer must submit manufacturer's batch wise Quality Control Test Report for every item. If the batch wise Quality Control Test Report is not submitted it will be considered as No Supply.
	XV.	As regards labeling and packing the provisions of the Drug and Cosmetic Act, 1940 and the rules made there under with latest amendments should be complied with. The following things should also be specified on the labeling. 1. Name and address of the manufacturer 2. Net and gross contents. 3. The true formula or list of ingredients with weights and / or percentages. 4. A distinctive batch number and date of manufacture, repacking and expiry.
	XVI.	The Successful tenderer shall not arrange part-supply and/ or transshipment if not stipulated in the contract without the express/ prior written consent of the BMC.
	XVII.	The BMC reserves the right to increase the tender quantity up to 20 percent without assigning any reason within the contract period. The BMC reserves the right to decrease or cancel the tender quantity without assigning any reason within the contract period/extended contract period.
15	**Inspection and Quality Assurance:**	
	I.	Goods accepted by the BMC after inspection in terms of the contract shall in no way dilute the BMC's right to reject the same later if found deficient concerning 'Technical Specifications and Quality Assurance'.
	II.	Active ingredients to be used in each item quoted shall be of Pharmacopoeia standard and shall confirm to the specifications laid down in I.P., B.P., U.S.P., N.F., N.F.I., B.P.C., or any other official book
	III.	The drugs shall have the active ingredients at the maximum permissible level throughout the shelf life period of the drug
	IV.	Random Testing of supplied drugs & other items will be done by the user department all Municipal Hospital, Maternity Home, Dispensary, HBT Clinics, etc. or by the vigilance Department of the BMC at Central Analytical Laboratory, Kasturba orF.D.A./F.D.A. approved lab/ CDSCO approved Laboratories and Govt. approved/ Govt. aided laboratories.
	V.	In the event of the samples of drugs and medicines supplied failing quality tests the Purchaser is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost from the manufacturer.

	VI. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. VII. 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. VIII. 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. IX. Rejected items must be removed by the tenderers within seven days of the date of rejection i.e. from date of intimation of the indenting officer at their own cost and replaced immediately. Failing which the tenderer is liable for Demurrage (charges at the rate of half percent of the cost of such stores per week). Disposal of defected/substandard goods should be under intimation and as per the instructions from FDA. In case rejected items are not removed it will be destroyed at the risk, responsibility & cost of Manufacturer which will be deducted from outstanding bills, contract deposit, EMD.Recovery on account of supply of substandard medicines will be whole amount of payment made i.e. Full quantity of substandard batch(s) irrespective of quantity used/not used. X. **Factory Inspection**: If required, as and when, factory inspection will be done before placing the purchase order& during currency of contract. XI. All Vaccines and Biological products should be tested by Central Drug Lab, Kasauli, Himachal Pradesh and batch wise test report to that effect should be attached with the Supplies.
16	**Receipt of Consignment:** Preliminary Acknowledgement At the time of the delivery at the destination, the consignee shall receive the Goods on a "subject to inspection and acceptance in terms of contract" basis and shall issue the preliminary receipt to acknowledge having received the claimed quantity (not the quality) of consignment. Goods Receipt and Inspection Report (GRIR, or a similar voucher by any other name) If the received consignment successfully passes the quantity and quality checks, BMC shall issue a Goods Receipt and Inspection Report (GRIR, or a similar voucher by any other name). The contractor may claim payment based on this document inter-alia other specified documents. Rejection of Consignment by the Consignee If the received consignment or part thereof fails to pass quantity and quality checks, the BMC shall issue a Rejection Note, noting the reasons for rejection. The Paying Authority shall recover any part payment or freight charges paid for the rejected consignment. The Contractor shall take back the rejected consignment within 7 days unless otherwise stipulated in the contract.
17	**Penalty Clause / Liquidated damages:**
A	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 thedelayed goods for each day of delay until actual delivery, up to a maximum deduction of 10%. Such penalty for late supply shall be deducted by the contingence from the Tenderer' bill, B.G. or EMD or any money due to the tenderer from the B.M.C.

B	If supply is not found as per schedule specification then the action as per tender terms & conditions and circular No. KEM/70/TDR Dt.11.12.90 Regarding substandard / inferior supply of schedule items to the Municipal Hospitals" will be initiated against the Tenderer / Manufacturer.
C	If the successful bidder fails to commence delivery as scheduled or to deliver the quantities ordered to him within the delivery period stipulated in the Purchase order/contract, it shall be discretion of the BMC either (a) To extend the delivery period or (b) To cancel the purchase order/contract in whole or in part for the unsupplied quantities without assigning any reasons. In the event of extension, liquidated damages as per 'A' and 'B' above, will be applicable. If the BMC decides to cancel the Purchase order/contract, the mode of repurchase will be at the discretion of the BMC**.** The contractor shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the BMC may sustain on account of such repurchase at the risk and cost of the contractor**.** In addition to action above, the BMC may debar the defaulting contractor from future orders, for maximum period of 2 years**.** In any case the contractor 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 contractor or recovered from his bill for supplied goods against any orders with the BMC or his authorized consultants / agents**.**
D	**Risk & Cost Purchase** In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the medicine within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the supply is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not replenished to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same purchased through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said purchase order shall be completed.
18	**Force Majeure Clause** 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. If a Force Majeure situation arises at any time during the subsistence of contract, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Force Majeure will be accepted on adequate proof thereof. 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.

19	**Prices** Firm price The prices quoted shall be firm, no variation will be allowed on any account whatsoever. The rate quoted shall be inclusive of all taxes and duties, i.e. GST etc. and/or any other taxes and duties applicable to that item. As and when demanded, tenderer shall submit the documentary evidences of duty/tax paid by him. Tenderer should understand that BMC will not bear any additional liability towards payments of any Taxes & duties. Controlled Prices The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. Fall Clause The Tenderer undertakes that it has not quoted similar medicines/medical devices and medical consumables / products / systems or subsystems in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar medicines/medical devices and medical consumables / products / systems or sub systems was supplied by the TENDERER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Tenderer from BMC. Duties/ Taxes on Raw Materials The BMC is not liable for any claim from the tenderer on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract.
20	**Payments** 1) **Submission of Bill**: The contractor on completion of the delivery of the medicines/medical devices and medical consumables / goods shall present his/their bills in duplicate to the purchasing Officer within 8 (eight) days after satisfactory supply of goods/ medicines/medical devices and medical consumables 2) Payments shall only be made in Indian Rupees within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract.

	3) Payments towards the supply of Drugs will be made strictly as per the rules of BMC. The payment will be made through RTGS/ NEFT 4) Payment shall be made upon submission of following documents: **a)** 2 copies of supplier's invoice **b)** Receipt and acceptance certificates issued by the consignees **c)** Batch wise In house Lab Report **d)** Any other document as deemed necessary by BMC. **5)** NOC of vigilance Department as the case may be will be required at the time of releasing final payment
21	**Corporation's lien over all moneys due to the Tenderer or his deposit** The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Tenderer/s under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Tenderer/s made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Tenderer/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Tenderer/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Tenderer/s either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Tenderer/s from the moneys, security or deposit which may become payable or returnable to the Tenderer/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Tenderer/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Tenderer/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.
22	**Settlement of Disputes:** **Disputes** All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein. 1) Adjudication 2) Conciliation 3) Arbitration

23	**Excepted Matters:** Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the BMC thereon shall be final and binding on the successful tenderer. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the BMC has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to: any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim. Issues related to the pre-award tender process or conditions Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor
24	**Adjudication:** After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation.
25	**Conciliation of disputes:** Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Head of the Procuring Organisation. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration. The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator. On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.
26	**Arbitration:** The Head of the Procuring Organization shall notify an Arbitrator within 30 days of receipt of Notice of Arbitration. An Arbitrator will be retired officers of The Procuring organisation in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 year prior and must not be over 70 years of age on the date of Notice for arbitration. The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference.

27	**Commissioner's direction & decisions to be final and binding** The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Tenderer and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.
28	**The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.** The Commissioner shall not be made party to be required to defend or answer any action, suit or proceeding at the instance of the Corporation or the Tenderer nor shall be compellable by any proceeding whatsoever to answer or explain any matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.
29	**Partnership** Every receipt for money which may become payable or for any security which may become transferable to the Tenderer under these present shall if signed in the partnership name by any one of the Tenderer/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any Tenderer, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Tenderer/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Tenderer/s so dying or in respect of any breach of any of the conditions hereof. PROVIDED ALSO that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Tenderer/s and of the legal representatives of any deceased Tenderer/s inter se.
30	**Dissolution of the Contract:** The Tenderer/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or make over the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Tenderer/s shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

31	**Termination of Contract:** These presents in every clause matter and thing herein contained shall cease and terminated either on the expiry of the contract period or exhaustion of the quantities of medicines/medical devices and medical consumables allotted to the Tenderer, whichever is earlier (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.
32	**Cancellation of contract and/or Blacklisting :** A) In case if found that the drugs & other item supplied by the bidder have been declared "Not of Standard Quality" by FDA more than three times the following actions will be taken. I. The extra expenditure incurred if any because of risk purchase shall be recovered from the contract holder. II. All contracts of the bidder will be forfeited. III. The contract holder will be debarred from participating in the bid for next two years. B) In case the Drugs are declared "Not of Standard Quality" as per drugs & Cosmetics Act, 1940 amended from time to time. I. The cancellation of contract for the specified item shall be decided by the BMC, after reviewing the severity of sub-standard quality of item with the FDA Maharashtra. The testing report issued by Food & Drug Administration of FDA approved laboratory regarding quality shall be final & binding on the Successful tenderer. 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 BMC hospitals/maternity homes/Dispensaries / HBT clinics etc in the presence of/or under intimation to Food and Drug Administration officials. The necessary expenditure incurred for this shall be recovered from the contract holder C) In case the 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 BMC hospitals/maternity homes/Dispensaries / HBT clinics etc 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 Two years. D) 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 two years. E) 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 two years. IV. The contracts already entered into will be liable for termination. F) In case if found that the bidder has not submitted contract documents within 37 days, the following actions will be taken against the tenderer I. EMD and/or Security Deposit will be forfeited II. The firm will be debarred from participating in the bid for next two years. G)In case of non-supply of items awarded in the contract following actions will be taken against the tenderer I. EMD and/or Security Deposit will be forfeited II. The bidder will be debarred from participating in the bid for the items awarded in the contract for next two years.
33	**Jurisdiction of Courts:** In case of any claim, disputes or differences arising in respect of the contract, the cause of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
34	**GOVERNING LANGUAGE:** English language version of the contract shall govern its Interpretation.
35	**Singular – Plural** Words in the Singular number shall include the plural and plural the singular.
36	**Meaning** The Word the Municipal Commissioner or Commissioner wherever they occur in this Tender or in the Contract shall be construed to mean Additional Municipal Commissioner.
37	**Saving clause**: No suits, prosecution or any legal proceedings shall lie against BMC or any person for anything that is done in good faith or intended to be done in pursuance of bid.
38	**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.

39	**Indemnification:** The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the BMC in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract. The contractor shall submit an indemnity bond to this effect.
40	**Operation of the Contract Clauses** The DMC (CPD) or his / her successor/s for the time being holding the office of the DMC (CPD) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the DMC (CPD) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

LIST OF MEDICAL INSTITUTIONS

1. K.E.M. Hospital, Parel, Mumbai.
2. B.Y.L. Nair Hospital.
3. L.T.M.G. Hospital, Sion
4. Dr. R.N. Cooper Municipal General Hospital, Juhu
5. Nair Hospital Dental College.
6. H.B.T. Trauma Hospital, Jogeshwari
7. Other Municipal Hospitals
    - K.B. Bhabha Hospital, Bandra
    - Group of T.B. Hospital, Sewri
    - Seth A.J.B. Municipal E. N.T. Hospital, Fort
    - Kasturba Hospital
    - H. B. M. G. Hospital, Borivali
    - V. N. Desai Municipal Gen. Hospital, Santacruz
    - Maa Hospital, Chembur
    - M. T. Agarwal Municipal Gen. Hospital
    - M. W. Desai Municipal Gen. Hospital
    - K. B. Bhabha Hospital, Kurla
    - S. V. Savarkar Municipal General Hospital.
    - Sant Muktabai Municipal General Hospital
    - S. K. Patil Municipal, General Hospital, Malad
    - Rajawadi Hospital
    - Centenary Hospital, Kandivali
    - Centenary Hospital, Govandi
    - Family Welfare & Mother Child Health, F/South ward
    - K. M. J. Phule Municipal General Hospital, Vikhroli (E)
    - Siddharth Municipal General Hospital, Goregaon (W)
    - Eye Hospital, Kamathipura
    - Acworth Leprosy Hospital, Wadala
    - S. T. D. Clinic, MCT
8. All BRIHANMUMBAI MUNICIPAL CORPORATION Maternity Homes & Dispensaries.
9. HBT Clinics
10. CTC, PHO & BMT Centre. Borivali (E)

ANNEXURE – 1: TENDER FORM

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

To
The Municipal Commissioner of Brihanmumbai Municipal Corporation
Subject: - E-Tender No.: …….. Due date: …….

Sir,

I / We…… (full name in capital letters starting with surname), the Proprietor / Managing Director / 2 Directors / All Partners/ Holder of Power of Attorney for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to ….

1. Invitation to Tenderers.
2. Instructions to tenderers.
3. General Instructions to the tenderers
4. General Conditions of Contract.
5. Form of Tender.
6. Contract Agreement form.
7. Scope of work and Technical Specifications.
8. Bill of Quantities & Rates.
9. Special conditions, if any.
10. Minutes of pre Tender meeting, if any.
11. Addenda, if any.
12. List of approved banks as displayed on RBI's website and form of Banker's Guarantee.

I / We have examined the details/ specifications of supply to be made of medicines, medicine consumable and medical devices / work to be carried out and noted all the terms and conditions and accordingly hereby e-tender for execution of supply of medicines, medicine consumable and medical devices/ supply referred to in the aforesaid documents, at the rate quoted for respective medicines, medicine consumable and medical devices/ at the percentage quoted in the form of price proposal and appendix to price proposal and signed by me / us. (Strike out the portions which are not applicable).

I/ We have paid the Earnest Money Deposit (E.M.D.). Details of which is as follows

---

We are aware that this EMD shall not bear any interest till it is with BRIHANMUMBAI MUNICIPAL CORPORATION.

I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.

I / we have offered our rates in the prescribed format and uploaded it along with the Tender document.

I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.500/- (Rupees Five Hundred only) with regards to agreeing to the terms and conditions incorporated in the Tender documents and various declarations as per requirement of BRIHANMUMBAI MUNICIPAL CORPORATION and I/We shallabide by them, in all respect throughout the contract period.

Signature of Proprietor/Managing Director/2 Directors/
All partners/Power of Attorney Holder
(Seal of Firm/Co.)

Annexure –2: Pro-forma for detail of the item quoted and product offered along with details on Notarized Stamp paper of Rs.500/-

Supply of Surgical Dressings

SUPPLY OF SCHEDULE NO. VII

(Bid No. GEM/2026/B/8108976)

(Please fill in details in all the blanks, incomplete details will not be accepted.)

SCH. No. _____ Year_____ Tender No._____Due Date: _____

Schedule Name: _____

A) Details of Manufacturer/ Manufacturer with Loan License/ Sole Importer:-

Name of Manufacturer/Manufacturer with Loan License/ Sole Importer M/s._____

_____Vendor No:_____

Email Id:-_____ Contact No. _____

Full Address: _____

_____

Documents	Whether Submitted Yes/No.
• New Drug & fixed Dose combination permission in form 45/46 (if applicable) • Name and Place of the Manufacturer & country of Origin Certificate (Imported Items) • Previous Three years item wise bills of entry (Imported Items) • Annexure-6 (Authority letter from Manufacturer to Importer or Contract Agreement between foreign manufacturer & Importer). If yes, issue date & validity.	

B)Details of the Item Quoted:-

(Product offered column 'D' should not simply repeat the tender specification(s) to be given in column 'C' rather it must give actual details of the product manufactured by the manufacturer.)

Items quoted in below mentioned are manufactured / import under own ***or loan manufacturing*** license/ import license. Items quoted are included and complies with official pharmacopieal standards / schedule FII standards as per Drugs & cosmetics Act (Test report is uploaded/ submitted in packet B)

A	B	C	D	E	F	G	H	I	J	K	L
Sr. No	Sch. Item No.	Item Name & Description in Tender (Schedule Description)	Details of product offered with Composition by the tenderer (with **pharmacopoeia grade** IP/BP/USP/NF etc.) & with Brand	Drug Manufacturing License No. / MDR license/ Import License No. (Form 25/28 or Form 10) with validity / CDSCO	F.D.A. (for drugs) / Product Permission Date	WHO-GMP/ COPP/ GMP License of manufacturing unit as specified in Schedule Copy/ Tender Manual.	Item wise WHO GMP / COPP Date of issue & valid	Item wise Test report (Yes/ No), Batch number..... Expiry date ..../..../	Item wise certification of ISO/ ISI/ CE/ USFDA (whichever is applicable as specified in Sched	DCGI Permission Date in case of New Drugs & FDCs	HSN Code

			name if any	License with issue date and validity			period.		ule Copy) with issue date & validity		

Prepare separate sheet manufacturer wise / Location wise.

Add as many lines as you want as per number of items quoted, write 'Not Applicable (NA)' wherever necessary. Do not keep any column blank.

"Reference, working and Impurity Standards will be supplied within 07 days as and when requested by BMC Central analytical laboratory Kasturba Hospital".

Items quoted in above mentioned Schedule are Manufactured / Imported under our own Manufacturing License / Import License/ Manufactured with Loan License are included and complies with official Pharmacopoeial standards/schedule FII standards as per Drugs & Cosmetics Act. (Test report is uploaded / submitted in packet 'B') Items quoted are exactly as per the schedule specification mentioned in schedule copy (Annexure 'B')

The products offered above are of the same compositions / specifications with the items in schedule copy, **if it does not match with schedule specification my offer will get rejected**.

I further declared that information furnished above is correct, and in future, if BMC finds that information disclosed is false or in complete, then BMC can directly disqualify my Tender and can initiate penal action including blacklisting of the firm.

FULL SIGNATURE & SEAL OF TENDERER

ANNEXURE – 3 : (Particulars of the tenderer Specimen Copy)

Supply of Surgical Dressings

SUPPLY OF SCHEDULE NO. VII

(Bid No. GEM/2026/B/8108976)

Following information to be submitted along with tenders (in envelope 'A') as detailed herein below. Put a tick mark where applicable. Write N.A. where not applicable.

1. Name & complete Postal Address of the firm

a. Places of manufacturer. (In case of firms having more than one place, mention the nearest)

b. Registered Head Office with Postal Address and Telephone Number, Fax Number, Mobile Number & Email ID.

c. Mumbai Office address with Telephone Number, Fax Number, Mobile Number & Email ID.

2. Total annual turnover in the preceding 3 Financial Years.

3. Is the firm registered under the Indian Companies Act-1 of 1956 or any other Act, in force?

a. If so, furnish certified Photostat copy of Certificate of Registration.

b. In case of Limited Companies furnish a certified Photostat copy of the Memorandum Articles of Association along with the List of Directors, their addresses, Telephone Number, Fax Number, Mobile Number, & Email ID, if any.

c. In case of Proprietorship/Partnership firms, name of the Proprietor/Partners with complete Postal Residential & Business address, Telephone Number, Fax Number, Mobile Number, & Email ID, if any (in order of ------- % of shares) along with certified copy of registered documents of Partnership Deed.

d. Ownership status of the Firm. (Maharashtra Government/Other State Government/ Central Government / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company)

4. Whether tendering as Manufacturer / Importer.

5. Name and Designation of the Officer/complete Postal Address, Phone Number Mobile Number, Fax Number, Email ID etc. who should be contacted by this office in case of urgent problem.

6. Location of other manufacturing works/factories owned by the firm (if any)

7. Specify how much quantity of products was supplied to the Government of Maharashtra /Brihanmumbai Mahanagarpalika in the last four years as shown below. (Use separate sheet, if necessary)

Years	Quantity of Supply	Name of the stores Institute to whom supply is made
1	2	3

I/We have carefully gone through the tender documents & the terms & conditions mentioned therein & are all acceptable & agreeable in entirety to me/us.

_____

Full Signature of the Tenderer

With Official Seal and Address

Annexure –4
Declaration by the Tenderer
Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

(To be filled in and signed by the tenderer and to be submitted on Non judicial stamp paper of Rs. 500/-duly notarized by Notary Public / First Class Magistrate.)

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Subject: - E-Tender No…….. Due date…….

Sir,

I / We……(full name in capital letters starting with surname), the Proprietor / Managing Director/2 Directors/ All Partners/ Holder of Power of Attorney of…… …… the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking:-

1. I/we hereby confirm that I / we will be able to carry out the work/supply/ installation/commissioning offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.
2. I/We do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.
3. I/We also admit that if the relevant conditions for Tendering submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.
4. I /We do hereby undertake that we have offered best price for the subject supply /work as per the present market rates and that I/We have not offered less price for the subject supply/work to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also, in similar conditions.
5. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Mumbai Municipal Corporation Act.
6. I / We agree to comply with and fulfill the requirements of all labour laws or other enactments applicable to this supply /work and aTendere them throughout the period of contract.
7. I / We accept the right of BMC to stop any supervising staff/ labour employed / logistic partner/ supplier/ distributor /stockiest appointed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance.
8. BMC will not be required to assign any reason while exercising this right and I/We shall aTenderer by such decision being binding on us.
9. I / We shall not sublet the work to any agency without prior approval of the BMC.
10. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
    a. I / We fail to keep the e-tender open as aforesaid
    b. I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so.
    c. I / We do not commence the work/supply on or before the date specified by officer/ engineer in his work order/indent

d. I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information testimonials, letter etc. within a period of one week from receipt of such demand.

11. I/We further agree that if for any reasons the Municipal Commissioner, Additional Municipal Commissioner, Director or Dy. Municipal Commissioner, as the case may be, may require me/us to supply /carry out works costing upto Rs……./- in respect of the works/supply involved in this tender, pending acceptance of the tender as a whole by the authority competent to do so under the relevant provisions of the MMC Act, issuance of such work order/ indent shall not amount to a counter offer by the BMC and I/We shall be bound to implement such work order/ indent without claiming any compensation and shall start the work/ supply positively within the period specified in such work orders / indent.
12. a) I/We hereby agree to execute the additional work/ supply to the extent of 50% over and above the office estimates at the quoted rate and terms and conditions of contract, but within the contract period as and when called upon by the Municipal Commissioner, Additional Municipal Commissioner, Director or Dy. Municipal Commissioner to do so.

    b) ***I/We hereby agree to extend the contract period at the quoted rate and terms and conditions of contract additional six months for unconsumed quantities as and when called upon by the Municipal Commissioner, Additional Municipal Commissioner, Director or Deputy Municipal Commissioner to do so.***
13. I / We hereby further state and declare that on due date of tender. I/We are …
    a. not declared insolvent.
    b. not debarred or blacklisted for tendering of Tenders by the Corporation or any other Govt./ Semi Govt. organizations on due date.
    c. not convicted under the provision of IPC or Prevention of Corruption Act., nor any case is pending against me/us in any court of law with respect to subject matter.
    d. The acceptance of this tender by B.M.C. shall constitute a binding contract between me / us and B.M.C.
14. I / We have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.
15. I / We further confirm that the information/ documents submitted by me /us are true and correct to best of my/our knowledge and belief and that in the event it is revealed subsequently after opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document uploaded/ submitted by me/us in this e-tender is false or incorrect, I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I / We agree to undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.
16. I / We do hereby agree to pay all the cost, charges and expenses in connection with this contract including stamp duty on contract agreement and Bank Guarantee as per government directives**.**
17. I /we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents.

Witness Details			
	Full Name	**Address**	**Full Signature**
Witness-1			
Witness-2			

Signature of Proprietor/Managing Director/2 Directors/
All partners/Power of Attorney Holder
(Seal of Firm/Co.)

Annexure – 5 : DECLARATION BY THE TENDERER REGARDING ELIGIBILITY AND ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER DOCUMENTS

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

(To be filled in and signed by the tenderer and to be submitted
on non-judicial paper of Rs. 500/-duly notarized by
Notary Public. / First Class Magistrate along with Tender)
To be uploaded in folder 'A'

AFFIDAVIT

To,
Municipal Commissioner,
Brihanmumbai Municipal Corporation.

Sir,
Ref your Tender No: _____.

I / we give following undertaking:

1. I / we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions.

2. I / we have also appraised myself / ourselves with BRIHANMUMBAI MUNICIPAL CORPORATION, actual nature of supply/ work and other prevalent conditions.

3. I / we hereby confirm that I / we will be able to carry out the supply/ work offered by me /us as per specifications indicated in the tender, after compliance of all the required formalities within the specified time at the quoted rates, if accepted byBRIHANMUMBAI MUNICIPAL CORPORATION

4. I / We agree to Tenderer the regulations of the BRIHANMUMBAI MUNICIPAL CORPORATION premises now in force or which may come into force, during the currency of the contract.

5. I / We also undertake to carry out the supply / work without any interference, what- so-ever to the supply/work.

6. I / We agree for reserving the right to stop any supervising staff/ labour employed by me /us from entering in the BRIHANMUMBAI MUNICIPAL CORPORATION premises/area, if BRIHANMUMBAI MUNICIPAL CORPORATION feels that the said person is an undesirable element or is likely to create mischief. BRIHANMUMBAI MUNICIPAL CORPORATION will not be required to assign any reason while exercising this right and I/We shall agree by such decision of the BRIHANMUMBAI MUNICIPAL CORPORATION as final and binding on me/us.

7. I / We shall not sublet the work or supply to any other agency without the prior approval of the BRIHANMUMBAI MUNICIPAL CORPORATION.

8. I / We agree to execute an agreement in the Pro-forma given and shall bear necessary cost of stamp duty as per Government directives in this regard.

9. I / We also agree, to undertake to carry out all types of supply / work covered under Items of this tender as ordered from time to time by the Officer-In-Charge or by his authorized representatives.

10. I /we hereby declare that the information furnished in the tender is correct and true to the best of my / our knowledge and belief. l /we also know and accept that if at any stage the information is found to be not correct , my / our tender shall not be considered by BRIHANMUMBAI

MUNICIPAL CORPORATION , and EMD shall stand forfeited and I /we will be liable for action as per terms and condition .

11. The acceptance of this tender by BRIHANMUMBAI MUNICIPAL CORPORATION, shall constitute a binding contract between me / us and BRIHANMUMBAI MUNICIPAL CORPORATION

12. I /we solemnly confirm the compliance of all the requirements / Conditions of the tender documents.

13. I / we have offered our rates in the prescribed format and uploaded it along with the Tender document.

14. I / we hereby certify that I /we was / were never black listed by BRIHANMUMBAI MUNICIPAL CORPORATION or not either by any of Central Government / State Government/ Public sector undertaking / any other Local body.

15. I / we do hereby agree that if in future, it comes to the notice of BRIHANMUMBAI MUNICIPAL CORPORATION / if it is brought to the notice of BRIHANMUMBAI MUNICIPAL CORPORATION that my disciplinary / penal action due to violation of terms and conditions of the tender which amounts to cheating / depicting of mollified intention during the completion of the contract anywhere in BRIHANMUMBAI MUNICIPAL CORPORATION or either by any of Central Government / State Government/ Public sector undertaking / any other Local body. BRIHANMUMBAI MUNICIPAL CORPORATION will be at desecration to take appropriate action as its finds fit.

Solemnly affirmed on this _____ the day of _____ 20

Full Signature of the Tenderer
with Official Seal & Address

Annexure –6 : (**AUTHORITY LETTER TO BE ISSUED BY THE MANUFACTURER FOR APPOINTING IMPORTER**)

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

AUTHORITY LETTER

I / We undersigned who is / are authorized signatory / signatories of the Manufacturing firm M/s._____ Address _____ do hereby authorized M/s._____ Address _____ to quote the rates / collect the orders / raise the bill for the good manufactured by me / us under the tender published by Brihanmumbai Municipal Corporation (Tender No._____ due on _____) for the goods manufactured by me / us. I / We have not authorized any other importer etc. to this purpose.

As a Manufacturer I / We would be responsible for all the quality related issues for the products manufactured by us.

Authorized Signatory of the Firm
(**Rubber Stamp**)

Date

(**This is to be issued on Manufacturing firm's approved letter head**.)

Annexure – 7 : Affidavit for implementing Price Regulation

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

To,

The Municipal Commissioner,

For the Brihanmumbai Municipal Corporation

Sir,

Tender No._____ "I / We _____ (Full name in capital letters, starting with surname), the Proprietor / Managing Partner/ Managing Director /Holder of the Business / Manufacturer / Authorized Dealer, for the establishment/ firm/ registered company, named herein below, do hereby, state and declare that I / We _____ whose names are given herein below in details with the addresses have not filed in this tender under any other name or under the name of any other establishment / firm or otherwise, nor are we in/way related or concerned with any establishment / firm or any other person, who have filled in the tender for the aforesaid work".

"I/We hereby undertake that rates offered by us in BRIHANMUMBAI MUNICIPAL CORPORATION tender/ Rate contract are within the price ceiling fixed by DPCO / National Pharmaceuticals Pricing Authority (NAPPA), Ministry of chemicals & Fertilizers as per the Drugs and cosmetic Act 1945 and Drugs price Control order 1995 read with subsequent amendments. I / We further undertake that in case there is any down-ward revision by the NPPA, same will be passed on the Brihanmumbai Municipal Corporationfrom the effective date during the currency of the contract. Further we have filled in the accompanying tender with full knowledge of above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and debarring from BRIHANMUMBAI MUNICIPAL CORPORATION future Tender Enquiry for the further of 2 years.

I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me / us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever, I / We agree and undertake that I / We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

Tenderer's Full name, full signature and address with rubber stamp

(Note: This affidavit should be given on Rs.500/- stamp paper duly notarized by Notary with red seal and registration Number).

Annexure – 8: INTERNAL GRIEVANCE REDRESSAL MECHANISM

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

1. If a Tenderer is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C.(C.P.D.) by paying fee of Rs.25,000/- within 7 days from the communication of status of responsiveness / non - responsiveness.

2. D.M.C. (C.P.D.) will assign the work of co-ordination of various activities and administration work to G.C.R. to nominated Registrar – (Retired Sr. Legal Officer, BRIHANMUMBAI MUNICIPAL CORPORATION)
3. The Committee for hearing grievances and passing orders will be constituted as follows;
   (a) The Committee will comprise of D.M.C./ Director/ Joint Municipal Commissionerof tender inviting departmentand D.M.C./ Director / Joint Municipal Commissionerof the department for which tender is being invited.
   For example, if tender is invited by C.P.D (MTS) for Public Health & Major Hospitals then the Committee will be of DMC (CPD) and DMC (PH).
   (b) In case the tender inviting department and department for which tender is being invitedare same then the concerned DMC/ Director/ Joint Municipal Commissionerof the same department and DMC (CPD) will be the members of the Committee.
   For example, if tender is invited by Dean (KEM) for KEM Hospital then the Committee will be DMC (PH) and DMC (CPD).
   In tabular format:

Tender inviting Department	**Department raising the demand**
DMC (CPD) or DMC/ Director / Joint Municipal Commissioner of concerned Department	Concerned DMC / Director/ Joint Municipal Commissioner

4. In case the work is pertaining to various departments then concerned DMC / Director/ Joint Municipal Commissioner having major contribution of work will be one of the members of the Committee.
5. The Committee will hear the grievances of Tenderer within 30 days on receipt of Tenderers' application and will pass an order within 45 days.
6. If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Additional Municipal Commissioner of Tender Inviting Department within 3 days from the communication of Internal Grievance Redressal Committee. The Additional Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.

No application shall be maintainable before the Redressal Committee in regard of any decision of the BRIHANMUMBAI MUNICIPAL CORPORATION relating to following issues:

- Determination of need of procurement
- The decision of whether or not to enter into negotiations.
- Cancellation of a procurement process for certain reasons.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

Full Signature of the tenderer
With Official Seal and Address

Annexure – 9 : FORM OF INTEGRITY PACT

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

This Agreement (hereinafter called the Integrity Pact) is entered into on ---------- day of the ---------- month of 20 ---- between Brihanmumbai Municipal Corporation acting through ---------- ---------- **(**Name and Designation of the officer) (hereinafter referred to as the "BRIHANMUMBAI MUNICIPAL CORPORATION " which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ---------- (Name of the company) represented by ---------- ----------**,** Proprietor / Managing Director / 2 Directors / All Partners / Holder of Power of Attorney, as the case may be (Name and Designation of the officer)

(hereinafter called as the "Tenderer / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BRIHANMUMBAI MUNICIPAL CORPORATION invites tenders for medicines/medical devices and medical consumables for the use of Public Health & Major Hospitalsby floatingTender No.-------- on Date-------- and the Tenderer /Seller is willing to submit Tender for the same and WHEREAS the TENDERER is a private Company / Public Company/ Government Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BRIHANMUMBAI MUNICIPAL CORPORATION is Urban Local Body.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BRIHANMUMBAI MUNICIPAL CORPORATION to obtain the desired medicines/medical devices and medical consumables at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling TENDERERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BRIHANMUMBAI MUNICIPAL CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the BRIHANMUMBAI MUNICIPAL CORPORATION will appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

The parties hereto agree to enter into this Integrity Pact and agree as follows:-

1. COMMITMENTS OFTHE BRIHANMUMBAI MUNICIPAL CORPORATION

1.1 BRIHANMUMBAI MUNICIPAL CORPORATION commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to procure medicines/medical devices and medical consumables at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

1.2 The BRIHANMUMBAI MUNICIPAL CORPORATION undertakes that no employee of the BRIHANMUMBAI MUNICIPAL CORPORATION , connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the tendering process, tender evaluation, execution of contract and process of supply medicines/medical devices and medical consumables related to the contract.

1.3 BRIHANMUMBAI MUNICIPAL CORPORATION will during tender process treat all Tenderers with equity and reason. The BRIHANMUMBAI MUNICIPAL CORPORATION

before and during tender process provide to all Tenderers the same information and will not provide to any Tenderer any confidential / additional information through which the Tenderer could obtain an advantage in relation to the tender process or execution of contract.

1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Tenderer to the BRIHANMUMBAI MUNICIPAL CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the Brihanmumbai Municipal Corporation, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BRIHANMUMBAI MUNICIPAL CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BRIHANMUMBAI MUNICIPAL CORPORATION the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE TENDERERS / TENDERER

2.1 The Tenderer commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.

2.2 The Tenderers will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BRIHANMUMBAI MUNICIPAL CORPORATION , connected directly or indirectly with the Tendering process or to any BRIHANMUMBAI MUNICIPAL CORPORATION person, organization or third party related to the contract in exchange for any advantage in the Tendering, evaluation, contracting and implementation of the contract.

2.3 The Tenderer further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BRIHANMUMBAI MUNICIPAL CORPORATION or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BRIHANMUMBAI MUNICIPAL CORPORATION for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BRIHANMUMBAI MUNICIPAL CORPORATION .

2.4 The Tenderers/ Tenderer will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of Tenders or any other actions to restrict competitiveness or to introduce cartelization in the Tendering process.

2.5 The Tenderers / Tenderer will not commit any offence under relevant anti corruption laws of India. Further, the Tenderers will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BRIHANMUMBAI MUNICIPAL CORPORATION as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

2.6 The Tenderers/ Tenderer of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Tenderer shall disclose their foreign principals or associates.

2.7 The Tenderer shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BRIHANMUMBAI MUNICIPAL CORPORATION.

2.8 The Tenderer will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BRIHANMUMBAI MUNICIPAL CORPORATION.

2.9 The Tenderers / Tenderer will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his Tender.

2.10 The Tenderers / Tenderer shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BRIHANMUMBAI MUNICIPAL CORPORATION or his relatives.

2.11 The Tenderer will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the Tendering process, Tender evaluation, contracting and implementation of the contract.

2.13 The Tenderers / Tenderer will undertake to demand from all sub Tenderer a commitment in conformity with this Integrity Pact.

2.14 **The Tenderers / Tenderer will not instigate third persons to commit offences outlined above or be an accessory to such offences.**

3. PREVIOUS TRANSGRESSION

3.1 The Tenderer declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify TENDERER's exclusion from the tender process.

3.2 If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. **DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

If the Tenderers/ Tenderer or anyone employee acting on his behalf whether or without the knowledge of the Tenderer before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the BRIHANMUMBAI MUNICIPAL CORPORATION is entitled to exclude the Tenderer from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required..

4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Tenderer. Further, the proceedings with the other Tenderers would continue.

4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BRIHANMUMBAI MUNICIPAL CORPORATION and BRIHANMUMBAI MUNICIPAL CORPORATION shall not be required to assign any reasons therefore.

4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Tenderer.

4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

4.5 If any outstanding payment is due to the Tenderer from BRIHANMUMBAI MUNICIPAL CORPORATION in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Tenderer, in order to recover the payment already made by BRIHANMUMBAI MUNICIPAL CORPORATION along with interest.

4.7 To cancel all other contracts with the Tenderer. The Tenderer shall be liable to pay compensation for any loss or damages to the BRIHANMUMBAI MUNICIPAL CORPORATION resulting from such cancellation / rescission and the BRIHANMUMBAI MUNICIPAL CORPORATION shall be entitled to deduct the amount so payable from the money due to the Tenderer.

4.8 Forfeiture of Performance Bond in case of a decision by the BRIHANMUMBAI MUNICIPAL CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

4.9 The decision of BRIHANMUMBAI MUNICIPAL CORPORATION to the effect that the breach of the provisions of this Pact has been committed by the Tenderer shall be final and conclusive on the Tenderer.

4.10 The Tenderer accepts and undertakes to respect and uphold the absolute right of BRIHANMUMBAI MUNICIPAL CORPORATION to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

4.11 To debar the Tenderers/ Tenderer from participating in future Tendering process of BRIHANMUMBAI MUNICIPAL CORPORATION for a minimum period of three years.

4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitor

5. **FALL CLAUSE**

5.1 The Tenderer undertakes that it has not quoted similar medicines/medical devices and medical consumables / products / systems or subsystems in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BRIHANMUMBAI MUNICIPAL CORPORATION and if it is found at any stage that similar medicines/medical devices and medical consumables / products / systems or sub systems was supplied by the TENDERER to any other Ministry / Department of the Government of India or a PSU or BRIHANMUMBAI MUNICIPAL CORPORATION at a lower price, then that very price will be applicable to the present case

and the difference in the cost would be refunded by the TENDERER to the BRIHANMUMBAI MUNICIPAL CORPORATION , if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Tenderer from BRIHANMUMBAI MUNICIPAL CORPORATION .

6. **EXTERNAL INDEPENDENT MONITOR / MONITORS**

6.1 The BRIHANMUMBAI MUNICIPAL CORPORATION appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.

6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.

6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.

6.4 The Tenderer shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub Tenderer.

6.5 The IEM is under contractual obligation to treat, the information and documents of the Tenderer / Tenderer / sub-Tenderer, with confidentiality.

6.6 The BRIHANMUMBAI MUNICIPAL CORPORATION will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.

6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BRIHANMUMBAI MUNICIPAL CORPORATION / Tenderer and should the occasion arise, submit the proposal for correcting problematic situations.

6.9 The word "IEM" would include both singular and plural.

6.10 Both parties accept that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the BRIHANMUMBAI MUNICIPAL CORPORATION and TENDERER / Seller, including warranty period, whichever is later. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the BRIHANMUMBAI MUNICIPAL CORPORATION

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BRIHANMUMBAI MUNICIPAL CORPORATION or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BRIHANMUMBAI MUNICIPAL CORPORATION i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

9.2 If the Tenderer is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

9.3 Should one or several provisions of this Agreement turn out to be invalid; the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

10. The Parties hereby sign this Integrity Pact at ----------on----------

BRIHANMUMBAI MUNICIPAL CORPORATION **TENDERER / SELLER**

Signature _____ _____

Name of officer_____ **(Signature of Proprietor/Managing Director/2 Directors/ All partners/Power of Attorney Holder)**
(Seal of Firm/Co.)

_____ _____

Designation ---------- ---------- ----------
-

Name of Company _____
Address _____
_____
_____

Dated _____

	WITNESS-1	**WITNESS -1**
Signature	----------	----------
Name of officer	----------	----------
Designation	----------	----------
Name of Company	----------	----------
Address	----------	----------
	----------	----------
Dated	----------	----------

Note: This **"**FORM OF INTEGRITY PACT **"**should be given on Rs**.**500/**-** stamp paper duly notarized by Notary with red seal and registration Number

Annexure – 10 :UNDERTAKING CUM INDEMNITY BOND

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

On Rs. 500/- Stamp Paper

We (1) _____, (2) _____and (3)_____ aged (1)_____yrs (2) _____yrs. And (3) _____yrs respectively; **Proprietor / Managing Director / 2 Directors / All partners** / **Power of Attorney Holder** of the Firm _____ having its office at _____ hereby gives an UNDERTAKING CUM INDEMNITY BOND as under.

AND WHEREAS we are registered Tenderer/s with the Brihanmumbai Municipal Corporation and / or (Name of other authority) having Registration No. _____ Valid up to _____.

AND WHEREAS the Brihanmumbai Municipal Corporation had published the tender notice for the procurement of medicines/medical devices and medical consumables for Public Health & Major Hospitals.

AND WHEREAS I/We want to participate in the Said Tender procedure. I/We hereby given an UNDERTAKING CUM INDEMNITY BOND as hereinafter appearing:-

I/We hereby agree and undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by FDA or any Government, Semi Government and Government Under-takings etc.

I/We hereby further undertake to communicate if my / our Firm comes under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by FDA or any Government, Semi Government and Government under-takings etc.

I/We hereby further agree and undertake that, at any stage of tendering procedure if the said information is found incorrect, it should be lawful for the BRIHANMUMBAI MUNICIPAL CORPORATION to forthwith debar me/us from the tendering procedure and initiate appropriate penal action.

The undertaking – cum - Indemnity Bond is binding upon us / our heirs, executor's administrators and assigns and/or successor and assigns.

Place:

Dated:

Proprietor/Managing Director/2 Directors/All partners/Power of Attorney Holder
(Seal of Firm / Co.)

Identified by me.

BEFORE ME,

Annexure – 11 : (Performance Certificate)

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

CAPACITY AND QUALITY CERTIFICATION FROM DRUG AUTHORITY
(To be submitted on official letter of drugs authority and stamped with Government Seal)
FDA Reference no. Date-
2. Name of the firm:- M/s. …….
Address ……..

Telephone …….. E-mail ……

Tele fax …….. Website ……..

The firm is holding following valid and own manufacturing license / licenses or Loan Manufacturing License and have approved and valid manufacturing facilities at following location/s as per World Health Organization, Good Manufacturing Practices (WHO-GMP Certification) at following locations/facilities and they are manufacturing the following products since the last 3 years under the license mentioned below. It is further certified that the following products are also being marketed for the last three years.

Name of Firm: …….

Sr. No. of the Item as in tender enquiry	**Name &Specification of the Item**	**Date of issue of Mfg. license for the product**	**Date of marketing the 1st batch**	**Actual production details (last three years)**						**Remarks**
				Year 2023-24		**Year 2024-25**		**Year 2025-26**		
				Batch No.	**Batch size / Quantity**	**Batch No.**	**Batch size / Quantity**	**Batch No.**	**Batch size / Quantity**	

2. Drug license No. 1) …… Date of issue……. Valid till date……..
Location address……..…….

3. Drug license No. 2) …… Date of issue……. Valid till date……...
Location address ……..…..

4. Drug license No. 3) …… Date of issue……. Valid till date……..
Location address ……

5. All the above licenses are valid, own licenses and loan licenses.
6. M/s. _____ (Name Of firm) is properly registered to supply Medicines / Medical devices and is in good legal and statutory standing and is licensed as a primary manufacturer of the range of Medicines / Medical devices to be offered. (The list of medicines / medical devices for which tenderer wishes to participate is attached herewith).
7. No product from this list attached herewith, manufactured by the firm had been declared of substandard quality/ spurious / counterfeit as defined under prevailing Drug & Cosmetics Act and rules there under during last 3 years.

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

    Annual Capacity –

A. Non – Sterile Tab / Cap., Liquid orals etc.
B. Sterile – Injections / I.V. Fluids/Ophthalmic/External etc.

12. M/s. _____ (Name of firm) retains full records of production batches and quality control test results, and will exhibit these on request.
13. M/s. _____ (Name of firm) has at least three years' experience in the manufacturing of specific dosage forms it will Tender on, and has three years or more experience in producing any product covered by this Invitation for Tenders.
14. M/s. _____ (Name of firm) has experience with the knowledge of modes of packing, distribution, and transportation of Medicines similar to that of the Purchaser in terms of level of development, climate, etc.
    We hereby certify that the above information is true and accurate to the best of our knowledge. We understand that the provision of information that is later found to be false is sufficient justification for disqualification.

Signature of Officer
Drug Control Authority Date: _____

Full Name (Printed) _____

Position of Officer

Signature of the State Drug Commissioner along with address And seal **on each page**

Note:

1) Firm will have to produce documentary evidence with respect to production as and when asked for to be affixed with official government FDA Seal.

2) If Manufacturing License is issued by CDSCO then State FDA Performance certificate has to be submitted along with Batch wise production details on CA's letterhead in the format of Annex.11.

TO BE AFFIXED WITH OFFICIAL GOVERNMENT FDA SEAL

Annexure – 12 : Document of Technical Tender

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

Statement showing item-wise total number of units Manufactured / Manufactured on Loan License / Imported and sold during last three financial years on CA Letterhead

Name of Manufacturer /Manufacturer with Loan License / Importer and Complete Address:
_____

Import License / Drug No- _____

Sr. No.	Tender Item No.	Tender Item Name with Description)	Total Tender Quantity	25 percent of the quantity of total requirement specified in the tender	Actual Number of units Manufactured/ Manufactured on Loan License/ Imported in last 3 financial years. (Audited)					
					Year 2023-24		Year 2024-25		Year 2025-26	
					No. of units Manufactured/ Manufactured on Loan License/ Imported	Sold	No. of units Manufactured/ Manufactured on Loan License/ Imported	Sold	No. of units Manufactured/ Manufactured on Loan License/ Imported	Sold

"This annual sale in at least one of the last three years is more than 25 percent of the quantity of total requirement specified in the tender".

Note:

1. In case of new drugs & new medical devices items wise quantity of Manufactured / Import & sales of previous 2 years.

Signature and Seal of the Chartered Accountant on each page

Date:

UDIN No.

Annexure – 13: AGREEMENT FORM

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

Tender / Quotation dated ……. 2026

Standing Committee/Education Committee Resolution No. ……..…….

CONTRACT FOR THE WORKS / MEDICINES/ MEDICAL DEVICES /MEDICAL CONSUMABLES ----------

This agreement made this day of …… ……. …… …… Two thousand ……

……

… Between ……

……...……..……

……..

Inhabitants of Mumbai, carrying on business at……...……...……...……

……

……

in Mumbai under the style and name of Messrs ……..

……...……

(Hereinafter called "the contractor

of the one part and Shri. ……

……

the Director (E.S.&P.) / Deputy Municipal Commissioner (CPD) /Joint Municipal Commissioner (CPD) (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Director (E,S.& P).) / Dy. Municipal Commissioner (CPD) /Joint Municipal Commissioner (CPD) of the second part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/~~Education Committee~~ of the Corporation NOW THIS

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 General Conditions of Contract for WORKS/ MEDICINES/ MEDICAL DEVICES /MEDICAL CONSUMABLES hereinafter referred to:-

2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.

a) The Letter of Acceptance
b) The Bid
c) Addendum to Bid; if any
d) Tender Document
e) The Bill of Quantities:
f) The Specifications and schedule copy:
g) General Instructions to the Tenderer
h) General Conditions of Contracts (GCC)

i) All correspondence documents between bidder/tenderer and BRIHANMUMBAI MUNICIPAL CORPORATION

3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the WORKS/ MEDICINES/ MEDICAL DEVICES /MEDICAL CONSUMABLES in conformity in all respects with the provision of the contract.

4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the WORKS/ MEDICINES/ MEDICAL DEVICES /MEDICAL CONSUMABLES the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written, Signed, Sealed and delivered by the contractors

In the presence of	Trading under the name and style of
Full Name	
Address	Contractors
Signed by the Director (ES&P)/ Dy. Municipal Commissioner (CPD) /Joint Municipal Commissioner (CPD) in the presence of	Ex. .... City/ WS/ ES

Director (ES&P)/ Dy. Municipal Commissioner (CPD) /Joint Municipal Commissioner (CPD)

The Common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the ……..... 20 in the presence of two members of the Standing Committee.

1.	1.
2.	2.
And in the presence of the Municipal Secretary	Municipal Secretary

ANNEXURE-14 : POWER OF ATTORNEY (Document of Administrative Tender)

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

For signing the tender document

KNOW ALL MEN BY THESE PRESENTS THAT I ----------

("the Grantor"), M/s) Name of the company ----------

DO HEREBY NOMINATE APPOINT AND CONSTITUTE ----------
son/daughter of ---------- (the "Attorney" who has subscribed his/her signature hereunder in token of identification) and at present (Designation and company address) ----------
---
to be my lawful Attorney in my name and on my behalf to do any one or all of the following acts, deeds, matters, and things, namely: -

1. Relating to the Facilities and sign such writings /letters / papers / tender documents in token of my acceptance of the terms and conditions therein contained of tender No._____ and negotiate the rates on behalf of our company
2. To sign forms, documents, rate contract agreement and papers required for the purpose of all acts related to the rate, Contract.

AND I agree to ratify all lawful acts, deeds, matters, and things done by my Attorney pursuant to the powers herein before mentioned.

In Witness Whereof, I _____have hereunto set and Subscribed my hands at _____ on _____.

SIGNED and DELIVERED by _____ in the presence of
1. _____ 2. _____
(Full Name, Designation, Signature with Photograph – Proprietor / Managing Director / 2 Directors / All Partners**)**
I accept _____
(Full Name, Designation, Signature with Photograph**)**

Specimen signature of _____, the Attorney for _____.

INSTRUCTIONS:

1. The Power of Attorney is to be executed on a non-judicial stamp paper of the requisite value as per the stamp duty prevalent in the respective state (**Rs. 500 in the State of Maharashtra**).
2. Power of Attorney should be notarized by a Notary Public.

ANNEXURE-15 : (DETAILS OF LITIGATION HISTORY)

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

1) I, M/s _____ participating in the above subject Tender, here by declared that there is no litigation history against me during the last 5 years, prior to due date of the tender.

OR

2) I, M/s_____ participating in the above subject Tender, here by declared that the litigation history against me during the last 5 years, prior to due date of the tender, is as under

Sr. No.	Year	Action taken	Name of the organization	Remarks
1				
2				
3				
4				
5				

I further declared that information furnished above is correct, and in future, if BRIHANMUMBAI MUNICIPAL CORPORATION finds that information disclosed is false or in complete, then BRIHANMUMBAI MUNICIPAL CORPORATION can directly disqualify my Tender and can initiate penal action including blacklisting of the firm.

Full signature of the tenderer with
Official seal and Address

(The above undertaking shall be submitted by the Tenderer on ***Rs. 500/-*** stamp paper)
(Litigation History must cover – product wise Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BRIHANMUMBAI MUNICIPAL CORPORATION, State GovernmentCentral Governmentor any authority under state or Central Government / Governmentorganization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of Tender)

Annexure – 16 : Valid GS1 registration Certificate or Declaration on Rs. 500/- stamp paper.

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)

Recommendation for Bar-coding and adoption of global identification standards for procurement of Drugs/surgical items.

As BRIHANMUMBAI MUNICIPAL CORPORATION is implementing, Advance Shipment Notice (ASN) system and automation of stock receiving and dispensing process. It's mandatory for suppliers to adhere to the below implementation guidelines. Else the stocks will not be accepted.

1) Master Data Sharing

All Manufacturers needs to allocate a Global Trade Item Number (GTIN) to the product and map the same with the BRIHANMUMBAI MUNICIPAL CORPORATION Product code on GS1 application.

2) Bar-coding 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 bar-coding 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
   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/rate contract process, submission of Manufacturer/Brand owner GS1 license copy is mandatory.

(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

Bar-code 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) Bar-coding 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)

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.
Shrink wrap packaging will not be considered as Secondary level packaging.

1) 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.

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/batchBrackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
BATCH123	*Batch No / Lot No*	*Up to 20*	*Variable*	*Alphanumeric*
(37)	*Application Identifier to indicate serial number* *Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*

5	*Quantity/Units in Secondary pack*	*Up to 8*	*Variable*	*Alphanumeric*
Recommended Barcode depending upon the space available – GS1 Data matrix	 (02) 0 8901072 00255 3 (10) BATCH123 (37) 5			

4. Bar-coding at PrimaryPackaging

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

Scenario-I 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
(01)	*Application Identifier to indicate GTIN-14Brackets 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 – GS1 Data matrix,	 (01) 0 8901072 00255 3			

Scenario-II 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-

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



(01)08901072002533

Attribute	Description	Length	Nature	Data Type
(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* *Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
BATCH123	*Batch No / Lot No*	*Upto 20*	*Variable*	*Alphanumeric*

Please contact GS1 India office for any further assistance –GS1 India
(Under Ministry of Commerce, Governmentof India)
1403, 14th Floor, Parinee Crescenzo, G Block, Bandra Kurla Complex,
Opp. MCA Club, Bandra East, Mumbai – 400 051, Maharashtra, India.
T +91–22-62847400, (D) +91-22-62847414
Email:pramod@gs1india.org Website:http://gs1india.org

Annexure – A: Irrevocable Undertaking

Supply of Surgical Dressings
SUPPLY OF SCHEDULE NO. VII
(Bid No. GEM/2026/B/8108976)
(On Rs. 500 Stamp Paper)

I Shri / Smt. _____aged _____years Indian Inhabitant, Proprietor/ Director/Partner of M/s _____resident at _____do hereby give irrevocable undertaking as under:

- I say & Undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or benefit of input tax credit shall be mandatorily passed on BRIHANMUMBAI MUNICIPAL CORPORATION by the way of commensurate reduction in prices.

- I further say and undertake that I understand that in case the same is not passed on and is discovered at a large stage, BRIHANMUMBAI MUNICIPAL CORPORATION shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of GST Counsel.

- I Say that above said irrevocable undertaking is binding upon me/my partners/ company/other Directors of Company and also upon my /our legal heirs ,assignee, Executor, administrator etc.

- If I fail to compliance with the provisions of GST Act, I Shall be Liable for penalty / punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/ our own knowledge & belief.

Solemnly affirmed at DEPONENT

This day of BEFORE ME
Interpreted Explained and Identified by me

Annexure –B: Schedule Copy
SCHEDULE NO. VII (Supply of SURGICAL DRESSINGS)
(Bid No.GEM/2026/B/8108976)

Note- *Rate should be quoted as per column no.4 i.e. per unit (per no/per metre/per piece/per roll/per packet/per ml) of schedule copy(Annex-B).

***Rate quoted should be inclusive of all taxes (Net cost to the corporation)**

***Quoted products are to be highlighted,marked with item no.as per schedule copy in all uploaded documents like product list of Drug Mfg.Lic.OR Import Lic,MDR,performance certificate,BOE,etc**

***MDR Licence issued by Competent Authority should be submitted wherever applicable/necessary as per Medical Devices Rule,2017 under the Drugs and Cosmetics Act,1940.**

Sr. No	Sch Item No.	Description	Unit (Per)	Quantity & Supply Packing	Pre-qualifying Documents Required
1	2	3	4	5	6
1	2	Bandage open woven as per Schedule F(II) of Drugs & Cosmetics Act,1940. **Size: 10 cm x 350 cm**.	No	680122 Nos.	Drug Mfg.Lic.**OR** Import Lic. **OR** MDR
2	3	Bandage open woven as per schedule F(II) of Drugs & Cosmetics Act,1940 **Size: 7.5 cm x 550 cm**.	No	409271 Nos.	Drug Mfg.Lic.**OR** Import Lic. **OR** MDR
3	17	Sterile Plastic Disposable Drapes ready to use without adhesive. **Size: 150 cm x 140 cm** **100 Gauge.**	Pkt.	3679292 Pkts.	1) Drug Mfg.Lic.**OR** MDR 2) ISO 9001:2000 Cft.
4	18	Sterile Plastic Disposable Drapes ready to use without adhesive **Size :100 cm x 80 cm** **100 Gauge.**	Pkt.	1439380 Pkts.	1) Drug Mfg.Lic.**OR** MDR 2) ISO 9001:2000 Cft.
5	20	Bandages of P.O.P. **ready to use**. **Size: 15 cm x 2.7 Metre.**	No	693552 Nos	1) Drug Mfg.Lic.**OR** Import Lic. **OR** MDR 2) GMP Cft.
6	22	Bandages for P.O.P. **with starch** as per schedule F(II) of the Drugs & Cosmetics Act,1940 **Size: 10 cm x 4 Metre**	No	173500 Nos	1) Drug Mfg.Lic.**OR** Import Lic. **OR** MDR 2) GMP Cft.
7	23	Bandages for P.O.P. **with starch** as per schedule F(II) of the Drugs & Cosmetics Act,1940 **Size:15 cm x 4 Metre**	No	107135 Nos	1) Drug Mfg.Lic.**OR** Import Lic. **OR** MDR 2) GMP Cft.

Sr. No	Sch Item No.	Description	Unit (Per)	Quantity & Supply Packing	Pre-qualifying Documents Required
1	2	3	4	5	6
8	25	Antimicrobial Silver Dressing. Sustained release of silver for minimum 72 hours. **Effective against MRSA & VRE** **Size: 10 cm x 10 cm/ 10cm x 12cm / 12 cm x 12 cm**	Piece	129268 Pieces (5's/Box)	1) Drug Mfg.Lic **OR** Import Lic.**OR** MDR 2) European Notified CE Cft **OR** EU-QMS cft **OR** USFDA 3) ISO Certification.
9	26	Antimicrobial Silver Dressing. Sustained release of silver for minimum 72 hours . **Effective against MRSA & VRE** **Size :20 cm x 40 cm.**	Piece (20 cm x 40cm)	22770 Pieces (20cm x 40cm) (6's/Box)	1) Drug Mfg.Lic **OR** Import Lic.**OR** MDR 2) European Notified CE Cft **OR** EU-QMS cft **OR** USFDA 3) ISO Certification.
10	46	Tulle gras paraffin Gauze Dressing Medicated with Chlorhexidine Acetate 0.5% . Does not fray and leave cotton threads within the wound. Soothing and protective of wound. Broad spectrum antiseptic. Effective against all gram positive and some Gram negative bacteria. Not inactivated by body fluids **Sterile packaging**. **Size : 15 cm X 1 m**	Roll (15 cm x 1 m)	9620 Rolls (15 cm x 1 m)	1) Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2) GMP Cft. **OR** CE Cft.
11	52	Collagen Sheets **Size: 10 cm x 10 cm (+-1 cm)** **(Raw Material Screening document /study/ report for Viral Inactivation)**	Piece	35106 Pieces (5's/Box)	1) Drug Mfg.Lic**.OR** Import Lic.**OR** MDR 2) EN ISO 13485 3) EN ISO 22442 **OR** CE **OR** USFDA
12	53	Collagen Sheets **Size:15 cm x 25 cm (+-2 cm)** **(Raw Material Screening document /study/ report for Viral Inactivation)**	Piece	29900 Pieces (2's/Box)	1) Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2) EN ISO 13485 3) EN ISO 22442 **OR** CE **OR** USFDA
13	55	Protective Disk with CHG is a hydrophilic polyurethane absorptive foam with **52.5 mg** Chlorhexidine Gluconate (CHG). **3/4" DISK (1.9 cm) 1.5 mm** centre hole with radial slit	Piece	14400 Pieces (10's/Box)	1) Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2) European Notified CE Cft **OR** USFDA Approved

Sr. No	Sch Item No.	Description	Unit (Per)	Quantity & Supply Packing	Pre-qualifying Documents Required
1	2	3	4	5	6
14	59	**2%** Chlorhexidine IV securement transparent dressing **Size : 10 cm x 12 cm (+/- 2 cm)** **Gel pad size : 3 cm x 4 cm**	No	75410 Nos.	1) Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2) European Notified CE Cft **OR** USFDA Approved
15	67	Alcohol free disinfection Wipes containing **Quaternary ammonium compounds**,for rapid disinfection of medical devices and other surfaces in medical areas. **Size: 20 cm x 22 cm.** (Pack of 100 wipes.)	Pkt (Pkt.of 100 wipes)	45476 Pkts. (Pkt.of 100 wipes)	1) The Manufacturer should give assurance it should not damage probe. 2) ISO **OR** CE
16	73	Adhesion Barrier Matrix **Size:4 inch x 5 inch (10.0 cm x 12.5 cm)**	No (4 inch x 5 inch)	4000 Nos (4 inch x 5 inch) (10.0cm x 12.5cm)	1) Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2) CE **OR** USFDA Approved
17	76	Sterile Porous collagen sheet, Sterile Fish origin porous collagen dressing with Nylon mesh backing, Collagen layer is lyophilised, type I intact collagen of fish origin, Collagen should be resorbable, **Size : 8 inch x 12 inch** **(Raw Material Screening document /study/ report for Viral Inactivation)**	No (8 inch x 12 inch)	1350 (2 Units / Box)	1) Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2) EN ISO 13485 3) EN ISO 22442 **OR** CE **OR** USFDA
18	79	Sterile Dry Collagen sheets (Fish Origin) **Size: 15 cm x 20 cm** **(Raw Material Screening document /study/ report for Viral Inactivation)**	Per Unit (15cm x 20 cm)	1772 (2 Units / Box)	1) Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2) EN ISO 13485 3) EN ISO 22442 **OR** CE **OR** USFDA
19	80	Haemostatic matrix, **Size 8 ml**, Material: Porcine Gelatin **and Thrombin** Absorption Time: 4-6 weeks, Shelf Life: 2 Years Pack Size: 6 Pieces, Storage Requirements: Stored dry at controlled room temperature 36-77 deg F (2-25 deg C).	Per Unit	6648 (6 units/ box)	1)Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2)ISO **OR** USFDA **OR** CE

Sr. No	Sch Item No.	Description	Unit (Per)	Quantity & Supply Packing	Pre-qualifying Documents Required
1	2	3	4	5	6
20	81	Sterile Dry Collagen sheets (Fish Origin) **Size:10 cm x10 cm** **(Raw Material Screening document /study/ report for Viral Inactivation)**	Per Unit (10 cm x 10 cm)	1928 (2 Units / box)	1) Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2) EN ISO 13485 3) EN ISO 22442 **OR** CE **OR** USFDA
21	82	Absorbent Lint. Material: 100% cotton, Feature: Eco-Friendly Usage:Home, Hospital	1 kg (1x1 Kg)	3868 (1 x 1 kg)	1)Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2)ISO **OR** USFDA **OR** CE
22	84	Pressure Garments (Cotton) Jacket without Sleeves **Size :(XL) 105-115 cm**	1 Unit/ Packet	600 (1 Unit/Packet)	1)Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2)ISO **OR** USFDA **OR** CE
23	86	Pressure Garments (Cotton) Jacket without Sleeves **Size :(Large) 95 -105 cm**	1 Unit/ Packet	600 (1 Unit/Packet)	1)Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2)ISO **OR** USFDA **OR** CE
24	87	Pressure Garments (Cotton) Jacket without Sleeves **Size :(Medium) 85x 95 cm**	1 Unit/ Packet	600 (1 Unit/Packet)	1)Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2)ISO **OR** USFDA **OR** CE
25	88	Pressure Garments (Cotton) Jacket without Sleeves **Size :(Small) 75x 85 cm**	1 Unit/ Packet	600 (1 Unit/Packet)	1)Drug Mfg.Lic.**OR** Import Lic.**OR** MDR 2)ISO **OR** USFDA **OR** CE

Annexure –C : Turnover Criteria
SCHEDULE NO. VII (Supply of SURGICAL DRESSINGS)
(Bid No.GEM/2026/B/8108976)

Sr. No	Sch Item No.	Description	Turnover Criteria in Rs.
1	2	Bandage open woven as per Schedule F(II) of Drugs & Cosmetics Act,1940. **Size: 10 cm x 350 cm**.	11,42,604.96
2	3	Bandage open woven as per schedule F(II) of Drugs & Cosmetics Act,1940 **Size: 7.5 cm x 550 cm**.	8,11,175.12
3	17	Sterile Plastic Disposable Drapes ready to use without adhesive. **Size: 150 cm x 140 cm 100 Gauge.**	59,60,453.04
4	18	Sterile Plastic Disposable Drapes ready to use without adhesive **Size :100 cm x 80 cm 100 Gauge.**	12,95,442.00
5	20	Bandages of P.O.P. **ready to use**. **Size: 15 cm x 2.7 Metre.**	47,16,153.60
6	22	Bandages for P.O.P. **with starch** as per schedule F(II) of the Drugs & Cosmetics Act,1940 **Size: 10 cm x 4 Metre**	29,14,800.00
7	23	Bandages for P.O.P. **with starch** as per schedule F(II) of the Drugs & Cosmetics Act,1940 **Size:15 cm x 4 Metre**	23,56,970.00
8	25	Antimicrobial Silver Dressing. Sustained release of silver for minimum 72 hours. **Effective against MRSA & VRE** **Size: 10 cm x 10 cm/ 10 cm x 12 cm / 12cm x 12 cm**	47,13,111.28
9	26	Antimicrobial Silver Dressing. Sustained release of silver for minimum 72 hours . **Effective against MRSA & VRE** **Size :20 cm x 40 cm.**	91,08,000.00

Sr. No	Sch Item No.	Description	Turnover Criteria in Rs.
10	46	Tulle gras paraffin Gauze Dressing Medicated with Chlorhexidine Acetate 0.5% . Does not fray and leave cotton threads within the wound. Soothing and protective of wound. Broad spectrum antiseptic. Effective against all gram positive and some Gram negative bacteria. Not inactivated by body fluids **Sterile packaging**. **Size : 15 cm X 1 m**	96,200.00
11	52	Collagen Sheets **Size: 10 cm x 10 cm (+-1 cm)** **(Raw Material Screening document /study/ report for Viral Inactivation)**	1,05,31,800.00
12	53	Collagen Sheets **Size:15 cm x 25 cm (+-2 cm)** **(Raw Material Screening document /study/ report for Viral Inactivation)**	1,01,66,000.00
13	55	Protective Disk with CHG is a hydrophilic polyurethane absorptive foam with **52.5 mg** Chlorhexidine Gluconate (CHG). **3/4" DISK (1.9 cm) 1.5 mm** centre hole with radial slit	1,22,20,790.40
14	59	**2%** Chlorhexidine IV securement transparent dressing **Size : 10 cm x 12 cm (+/- 2 cm)** **Gel pad size : 3 cm x 4 cm**	2,26,23,000.00
15	67	Alcohol free disinfection Wipes containing **Quaternary ammonium compounds**,for rapid disinfection of medical devices and other surfaces in medical areas. **Size: 20 cm x 22 cm.** (Pack of 100 wipes.)	73,12,540.80
16	73	Adhesion Barrier Matrix **Size:4 inch x 5 inch (10.0 cm x 12.5 cm)**	5,68,000.00

Sr. No	Sch Item No.	Description	Turnover Criteria in Rs.
17	76	Sterile Porous collagen sheet, Sterile Fish origin porous collagen dressing with Nylon mesh backing, Collagen layer is lyophilised, type I intact collagen of fish origin, Collagen should be resorbable, **Size : 8 inch x 12 inch** **(Raw Material Screening document /study/ report for Viral Inactivation)**	1,75,500.00
18	79	Sterile Dry Collagen sheets (Fish Origin) **Size: 15 cm x 20 cm** **(Raw Material Screening document /study/ report for Viral Inactivation)**	3,18,960.00
19	80	Haemostatic matrix, **Size 8 ml**, Material: Porcine Gelatin **and Thrombin** Absorption Time: 4-6 weeks, Shelf Life: 2 Years Pack Size: 6 Pieces, Storage Requirements: Stored dry at controlled room temperature 36-77 deg F (2-25 deg C).	39,88,800.00
20	81	Sterile Dry Collagen sheets (Fish Origin) **Size:10 cm x10 cm** **(Raw Material Screening document /study/ report for Viral Inactivation)**	2,89,200.00
21	82	Absorbent Lint. Material: 100% cotton, Feature: Eco-Friendly Usage:Home, Hospital	3,09,440.00
22	84	Pressure Garments (Cotton) Jacket without Sleeves **Size :(XL) 105-115 cm**	4,20,000.00
23	86	Pressure Garments (Cotton) Jacket without Sleeves **Size :(Large) 95 -105 cm**	3,60,000.00

Sr. No	Sch Item No.	Description	Turnover Criteria in Rs.
24	87	Pressure Garments (Cotton) Jacket without Sleeves **Size :(Medium) 85x 95 cm**	3,60,000.00
25	88	Pressure Garments (Cotton) Jacket without Sleeves **Size :(Small) 75x 85 cm**	3,60,000.00

ANNEXURE D

Circulars

(3)

Rota:2500(Gen-538:6.10.94)-CA/FRD

MUNICIPAL CORPORATION OF GREATER BOMBAY

C I R C U L A R
1994-95

NO.CA/FRD/II/41 of 6.10.1994

Subject : Procedure for Acceptance Banker's Guarantees.

.....

General undertaking and guarantees issued on behalf of contractors by their Banks are accepted towards earnest money deposit, contract deposit, security against mobilisation advance and retention money in excess of Rs.2,00,000/- etc.

2. Recently, in some cases, the Banker's Guarantees submitted by the contractors were found to have been forged and not issued by the Bank concerned. Action against such contractors, including lodging criminal complaints with the Police, has been initiated separately.

3. In order to avoid recurrence of such cases and ensure proper check, it will be mandatory for officers concerned of Municipal Corporation of Greater Bombay to obtain written confirmation from the Bank concerned about the genuineness of each Banker's Guarantee lodged with the Corporation by each contractor/supplier.

4. The following procedure should be adopted while accepting/ releasing the B.G.:-

(a) On submission of Banker's Guarantee by the contractor, the Head of the Department concerned must write to the Manager of the branch concerned of the Bank enclosing a photo copy of the B.G. and obtain written confirmation of the genuineness and authenticity of the B.G. furnished by the contractor. If confirmation is not received within fifteen days from the date of writing to the Manager of the Bank, a responsible Officer of the Department should contact the Bank personally and obtain confirmation in writing. Such confirmation should be kept with the relevant B.G.

(b) Where Bank Guarantees are accepted in lieu of EMD, immediately after receipt of tenders, the Head of the Department concerned should obtain confirmation from the Bank in respect of the said B.Gs. as in (a) above. The confirmation should be kept alongwith the original B.G. The proposal/D.L. to M.S. for award of contract should not be processed unless confirmation of the B.G. submitted by the contractor (whose tender is being recommended) is obtained. In other cases, the B.G. should be released only after such confirmation from the Bank is obtained.

(c) The Head of the Department should not certify any claim/ bill unless the details of B.G. furnished by the contractor towards contract deposit (Security Deposit) are got confirmed from the Bank concerned.

(d) Similarly, claims for mobilisation advance and refund of retention money in excess of Rs.2 lakh, which is admissible against B.G., should not be certified for payment by the Head of the Department till such a confirmation from the Bank is obtained.

P.T.O.

5. It is also necessary to ascertain the authenticity of the Bank Guarantees already furnished by the various contractors which are in the safe custody with A.C.A./C.A.'s office. In such cases, whenever application for releasing the B.G. is received by the Department, Head of Department/Ward Officer should obtain confirmation from the Bank as stated above after obtaining photo copy of the relevant B.G. from C.A./A.C.A.'s office. Asstt. Accountants should note that the B.G. should be released only after the confirmation from the Bank is received. These confirmation letters will be preserved in the safe custody of C.A./A.C.A.'s office.

6. W.Os./M.Ds. are requested to note the above instructions and follow them scrupulously with immediate effect.

Sd/-M.B.Sahasrabudhe	Sd/-S.M.Chandekar,	Sd/-Anupam Dasgupta
A.C.A.(W.& S.) 22.9.94	C. A. 23.9.94	A.M.C.(P) 5.10.94

C I R C U L A R
1994-95

NO.CA/FRD/II/41 of 6.10.1994

Copy forwarded to _____(With___more)

for information and necessary action please.

For Chief Accountant

जन-२८६-२५००(२)

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१२-१३

क्रमांक :- सीए/एफबीके/ ३९, दिनांक ०७ / १२/ २०१२

विषय :- बँकेने दिलेले हमीपत्र (बँकर्स गॅरेन्टी) स्वीकारण्याबाबत.

कंत्राटदार/पुरवठादार यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरेन्टी) स्वीकारण्यासंदर्भात एक प्रशासकीय धोरणात्मक बाब म्हणून (१) स्टेट बँक ऑफ इंडिया आणि तिच्या संलग्न बँका, (२) राष्ट्रीयीकृत बँका, (३) अनुसूचित वाणिज्य बँका, (४) अनुसूचित नागरी सहकारी बँका, (५) विदेशी बँका ह्या प्रवर्गातील बृहन्मुंबई महानगरपालिका तसेच त्यापुढील विरार व कल्याण पर्यंतच्या क्षेत्रातील विहित बँका आणि त्यांच्या शाखा यांनी दिलेली बँक हमीपत्रे स्वीकारण्यास मान्यता देण्यात आलेली असून, यासंदर्भातील सूचना सर्व संबंधितांच्या माहितीकरीता वेळोवेळी परिक्रमित करण्यात आल्या आहेत. त्या सातत्यात पुढील प्रमाणे नमूद करण्यात येत आहे :-

- रिझर्व बँक ऑफ इंडिया यांनी त्यांच्या 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf' ह्या अधिकृत वेबसाईटवर रिझर्व बँक ऑफ इंडिया अधिनियम, १९३४ अन्वयेची अनुसूची-दोन माहितीकरीता उपलब्ध केलेली आहे. सदर अनुसूची-दोन मध्ये (१) स्टेट बँक ऑफ इंडिया आणि तिच्या संलग्न बँका, (२) राष्ट्रीयीकृत बँका, (३) इतर सार्वजनिक क्षेत्रातील बँका, (४) खाजगी क्षेत्रातील बँका, (५) विदेशी बँका ह्या प्रवर्गात नमूद करण्यात आलेल्या बृहन्मुबई महानगरपालिका तसेच त्यापुढील विरार व कल्याण पर्यंतच्या क्षेत्रातील सर्व बँकांच्या शाखा, बँक हमीपत्रे स्वीकारण्याबाबतच्या प्रयोजनाकरीता मान्यताप्राप्त आहेत.

- सदर अनुसूची दोन मधील राज्य सहकारी बँका आणि ग्रामीण बँका ह्या प्रवर्गातील बँका मात्र (महाराष्ट्र स्टेट को.ऑप.बँक लि, मुंबई ही एक बँक वगळता) बँक हमीपत्रे स्वीकारण्याबाबतच्या प्रयोजनाकरीता मान्यताप्राप्त नाहीत.

- महाराष्ट्र सहकारी संस्था अधिनियम, १९६०च्या तरतूदी विचारात घेऊन "महाराष्ट्र स्टेट को.ऑप.बँक" आणि "मुंबई डिस्ट्रिक्ट सेंट्रल को.ऑप.बँक" ह्या दोन सहकारी बँका, बँक हमीपत्रे स्वीकारण्याच्या प्रयोजनाकरिता मान्यताप्राप्त आहेत असे यापूर्वी ठरविण्यात आले आहे. त्यानुसार सदर दोन्ही बँका प्रस्तुत प्रयोजनाकरिता यापुढेही मान्यताप्राप्त आहेत असे समजण्यात यावे.

जन-२८६ 2

- बँक हमीपत्रे स्वीकारण्याबाबतच्या प्रयोजनाकरीता मान्यताप्राप्त असलेल्या उपरोल्लेखित बँकांच्या कल्याण आणि विरार या शहरांच्या पुढील क्षेत्रातील शाखेने दिलेले बँक हमीपत्र सादर करण्याची कंत्राटदारांची/पुरवठादारांची इच्छा असल्यास, सदर बँक हमीपत्रावर त्याच बँकेच्या मुंबई शहराच्या हद्दीमधील शाखेच्या व्यवस्थापकांनी, हे बँक हमीपत्र आपल्या शाखेवर बंधनकारक राहील आणि ते देणा-या कंत्राटदाराने/ पुरवठादाराने कोणताही कसूर केल्यास सदर हमीपत्राच्या अंमलबजावणीच्या कारवाईसाठी आपली शाखा पात्र राहील असे बिनशर्त प्रतिसाक्षांकन देणे अनिवार्य आहे.
- बँक हमीपत्रासंदर्भात संबंधित बँकेकडून करण्यात येणाऱ्या कोणत्याही पत्रव्यवहारात कंत्राटदाराचे नांव, कंत्राट क्रमांक, दिनांक, कंत्राटाच्या कामाचे नांव, संकेतांक तसेच महानगरपालिकेच्या संबंधित खात्याचे नांव इत्यादि तपशील नमूद केलेला असणे आवश्यक आहे. जेणेकरुन प्रस्तुत पत्रव्यवहाराच्या अनुषंगाने महानगरपालिकेला सत्वर उचित कार्यवाही करता येईल.

कंत्राटदार/पुरवठादार यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्वीकारण्या संदर्भातील उपरोल्लेखित सूचनांची नोंद घेऊन त्या अनुषंगाने कार्यवाही करण्यात यावी, अशी सर्व खातेप्रमुख,सहाय्यक महापालिका आयुक्त आणि संबंधित यांना विनंती आहे

सही /- ०४.१२.२०१२

प्रमुख लेखापाल (वित्त)

परिपत्रक

२०१२-१३

क्र.सीए/एफबीके/३९, दिनांक ०७/१२/२०१२

----------यांना प्रत (-------) अधिक प्रतींसह माहितीकरिता व योग्य त्या कार्यवाहीसाठी पाठवित आहे.

७/१२/१२

प्रमुख लेखापाल (वित्त) यांजकरिता

E/VIKAS/BANK GUARANTY 2012

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१७-१८

क्र.सीए/एफबीके-३०३, दि.१७.०३.२०१८

विषय:- बँकेने दिलेले हमीपत्र (बँकर्स गॅरंटी) स्वीकारण्याबाबत.

संदर्भ:- सीए/एफबीके/२५, दि.३०.१०.२०१४

कंत्राटदार / पुरवठादार यांच्याकडून महानगरपालिकेस सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्वीकारण्यासंदर्भात उपरोक्त संदर्भित परिपत्रकान्वये मार्गदर्शनपर सूचना निर्गमित करण्यात आल्या आहेत. आयडीबीआय बँकेकडून प्राप्त झालेल्या बँक हमीपत्रांचे (बँक गॅरंटी) रोखीकरण (Encashment) करण्याबाबत अडचणी निर्माण झाल्याचे निदर्शनास आलेले आहे. यास्तव, पुढील आदेश मिळेपर्यंत आयडीबीआय बँकेने दिलेली कोणतीही बँक हमीपत्रे (बँक गॅरंटी) स्वीकारली जाऊ नये.

तरी, सर्व खातेप्रमुख, सहाय्यक महापालिका आयुक्त आणि संबंधित यांनी वरील सुधारणेची नोंद घेऊन काटेकोरपणे अंमलबजावणी होईल याची दक्षता घ्यावी.

सही/१७.०३.२०१८	सही/१७.०३.२०१८	सही/१७.०३.२०१८
(श्री.रामदास. क. आव्हाड)	(श्री.प्रदिप.भा.पडवळ)	(डॉ.संजय मुखर्जी)
प्रमुख लेखापाल (पा.पु.म.नि.)	प्रमुख लेखापाल (वित्त)प्र.	अतिरिक्त आयुक्त (प्रकल्प)

परिपत्रक

२०१७-१८

क्र.सीए/एफबीके-३०३, दि.१७.०३.२०१८

----------यांना प्रत (———) अधिक प्रतींसह माहिती करिता व योग्य त्या कार्यवाही साठी पाठवित आहे.

प्रमुख लेखापाल (वित्त)प्र. योजकरिता

D:\New Com\TANUJA\F.Y.2017-18\Bank Guarrantee circular.doc

NSCTR 183 - BMPP - 30859 - 2017-18 - 2200 copy.

K.E.M. HOSPITAL, PAREL, BOMBAY – 400 012.

CIRCULAR
1990-91

No. : KEM/ 70 / TDR of 11.12.90
Sub : Substandard / Inferior supply of schedule items to the Municipal hospitals.

The Head of the departments are hereby requested to note that the following procedure should be adopted for substandard drugs.

1. If the supply is rejected on purely visual and physical character test, then the supply should be returned to supplier immediately and ask to replace the same.
2. If the supply is declared substandard by F.D.A., CAL or any public laboratory (FDA approved) the supply should not be returned to the supplier but should be destroyed in the presence of FDA inspector and / or C.A. (FSV) and Dy. C.E. (S) Vigilance staff.
3. Penalty of 120% should be recovered from the supplier on entire batch with approval of D.M.C. (Hospitals).
4. The sub-standard supply should be treated as non-supply and regular R.P. procedure should be edopted.
5. Instead of 5% supervision charges for R.P. procedure 15% supervision charges should be recovered.
6. Every sub-standard supply received by the hospital should be immediately intimated to Medicine Tender Section, K.E.M. Hospital, without fail.

sd/-
D.M.C. (Z-II)

Circular
1990-91

No. KEM/ 70 / TDR of 11.12.90

Copy to _____ for information and necessary action please.

Sd/-
Dean (K.E.M.Hospital)

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२५-२६

क्र. सीए / एफआरजी / १५ दिनांक २०.०३.२०२६

विषय :- महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणा-या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांकरिता आकारण्यात येणाऱ्या निविदा शुल्कात (Tender Fee) वाढ करण्याबाबत.

संदर्भ :- १) क्र. एमजीसी/एफ/४४७१ दि. ०३.१०.२०२४

२) परिपत्रक क्र. सीए/एफआरजी/०९ दि. ०४.१०.२०२४

३) परिपत्रक क्र. सीए/एफआरजी/१७ दि. १७.०३.२०२५

बृहन्मुंबई महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवज यांच्या करिता पक्षकारांकडून आकारण्यात येणारे निविदा शुल्क उपरोक्त संदर्भ क्र. ०३ वरील परिपत्रकानुसार दिनांक ०१.०४.२०२५ पासून दिनांक ३१.०३.२०२६ पर्यंत सुधारीत दराने ऑनलाईन पद्धतीने आकारण्याबाबत निर्देश देण्यात आले होते.

दिनांक ०१.०४.२०२६ पासून मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांच्या किंमतीच्या दरांमध्ये सन २०२५-२६ या वर्षामध्ये १०% वाढ करण्यात येत आहे त्यानुसार लागू करावयाचे निविदा शुल्काचे सुधारित दर खालीलप्रमाणे आहेत :-

अनु क्र.	स्वारस्याची अभिव्यक्ती प्रस्ताव/ मालाचा पुरवठा/ सल्लागार सेवासह स्थापत्य कामे आणि सेवा इत्यादी विषयक कार्यालयीन अंदाजे रक्कम	अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांचे विद्यमान निविदा शुल्क (दि. ०१.०४.२०२५ पासून दि. ३१.०३.२०२६ पर्यंत)	दि. ०१.०४.२०२६ पासून दि. ३१.०३.२०२७ पर्यंत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांचे सर्व देकारदारांकडून वसूल करावयाचे निविदा शुल्क
०१	रु. ०३ लाखापर्यंत	रु. ३६३/- + १८% वस्तू व सेवाकर	रु. ४००/- + १८% वस्तू व सेवाकर
०२	रु. ३,००,००१/- ते रु. ५,००,०००/-	रु. ७२६/- + १८% वस्तू व सेवाकर	रु. ८००/- + १८% वस्तू व सेवाकर

०३	रु. ५,००,००१/- ते रु. १०,००,०००/-	रु. १,४५२/- + १८% वस्तू व सेवाकर	रु. १,६००- + १८% वस्तू व सेवाकर
०४	रु. १०,००,००१/- ते रु. २५,००,०००/-	रु.३,६३०/- + १८% वस्तू व सेवाकर	रु.३,९९३/- + १८% वस्तू व सेवाकर
०५	रु. २५,००,००१/- ते रु. ५०,००,०००/-	रु. ७२६०/- + १८% वस्तू व सेवाकर	रु. ७,९८६/- + १८% वस्तू व सेवाकर
०६	रु. ५०,००,००१/- ते रु. १,००,००,०००/-	रु.१४,५२०/- + १८% वस्तू व सेवाकर	रु.१५,९७२/- + १८% वस्तू व सेवाकर
०७	रु. १,००,००,००१/- ते रु. २५,००,००,०००/-	रु.१८,१५०/- + १८% वस्तू व सेवाकर	रु १९,९६५/- + १८% वस्तू व सेवाकर
०८	रु. २५,००,००,००१/- पेक्षा जास्त	रु.३०,२५०/- + १८% वस्तू व सेवाकर	रु. ३३,२७५/- + १८% वस्तू व सेवाकर

अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांच्या किंमतीचे सुधारीत निविदा शुल्क दिनांक ०१.०४.२०२६ पासून दिनांक ३१.०३.२०२७ पर्यंत अंमलात येतील. संदर्भ क्र. २ च्या परिपत्रकातील अन्य निर्देशांमध्ये कोणतेही बदल करण्यात आलेले नाहीत.

तरी सर्व खाते प्रमुख/सहाय्यक आयुक्त / रुग्णालय प्रमुख / अधिष्ठाता यांनी त्यांच्या अखत्यारीतील संबंधित कर्मचारी वृंदाना उपरोक्त सुचनेची काटेकोरपणे अंमलबजावणी करण्याचे तसेच दिनांक ०१.०४.२०२६ पासून मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांकरीता या परिपत्रकातील सुधारीत दरांनुसार निविदा शुल्क आकारण्याचे निर्देश द्यावेत.

सही/- ०५.०२.२०२६
श्रीम. वैशाली देसाई
प्रमुख लेखापाल (वित्त) प्र.

परिपत्रक
२०२५-२६
क्र.सीए / एफआरजी /१५ दिनांक २०.०३.२०२६

प्रत .....(जादा .....प्रतींसह) यांना माहितीकरिता व पुढील आवश्यक त्या कार्यवाहीकरिता अग्रेषित.

20.03.2026
प्रमुख लेखापाल (वित्त) यांजकरिता

बृहन्मुंबई महानगरपालिका

मध्यवर्ती खरेदी खाते

परिपत्रक

२०२६-२७

क्र. उप.प्र.अभि /म.ख.खा/ ७४०, दि. १९.०५.२०२६.

विषय:- बृहन्मुंबई महानगरपालिकेत सर्व प्रकारची खरेदी प्रक्रिया जेम (GeM) पोर्टलद्वारे राबविणेबाबत.

संदर्भ:- उप प्रमुख अभि/म.ख.खा/जी/८३, दि, १०.१०.२०१९.

बृहन्मुंबई महानगरपालिकेत सर्व प्रकारची खरेदी जेम (GeM) पोर्टलद्वारे करण्याचे निर्देश उपरोक्त संदर्भीत परिपत्रकान्वये जारी करण्यात आले आहेत. सदर परिपत्रकात खरेदीची मर्यादा रु.५० लाख पर्यंत सीमीत ठेवण्यात आली आहे. तथापि, सदर परिपत्रकातील रु.५० लाखांची मर्यादा न ठेवता बृहन्मुंबई महानगरपालिकेत सर्व प्रकारच्या वस्तु व सेवांची खरेदी जेम (GeM) पोर्टलद्वारे ***'खरेदी व टेंडरींग प्रक्रिया'*** राबवुन योग्य ती कार्यवाही त्वरीत करण्याचे निर्देश देण्यात येत आहेत.

GeM पोर्टलवर उपलब्ध असलेल्या सर्वसाधारण अटी आणि शर्ती GeM ४.० (आवृती १.२९) दि. २५.०३.२०२६, नुसार संदर्भाधीन परिपत्रकात देण्यात आलेल्या सुचनांमध्ये पुढील प्रमाणे अंशत सुधारणा करण्यात येत आहे.

GeM portal may be utilized by the Government buyers for on-line purchases as under:-

i. Up to ₹ 50,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.

Note- In case of automobiles, procurement under this sub-rule is permitted without any ceiling limit.

ii. Above ₹ 50,000/- and up to ₹10,00,000/- through the GeM Seller having lowest price amongst the available sellers, of at least three different manufactures, on GeM, meeting the requisite quality, specification and delivery period. The tools for

online bidding and online reverse auction available on GeM can be used by Buyer even for procurements less than ₹ 10,00,000/-, if decided by the competent authority.

iii. Above ₹ 10,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using **online bidding** or reverse auction tool provided on GeM.

उपरोक्त सुचनांव्यतीरीक्त संदर्भाधिन परिपत्रकातील निर्देशांमध्ये कोणताही बदल प्रस्तावित नाही. याबाबत जेम पोर्टलवर उपलब्ध असलेल्या सर्वसाधारण अटी आणि शर्ती जेम.४.० (आवृती १.२९) दि. २५.०३ २०२६ संदर्भित करावी. तसेच बृहन्मुंबई महानगरपालिकेत खरेदीकरीता जेम (GeM) पोर्टलद्वारे टेंडरींग प्रक्रियेमध्ये सद्यस्थीतीत पुरवठादार / निविदाकाराकडुन इसारा अनामत रक्कम (Earnest Money Deposit) आणि निविदा शुल्क (Tender Fee) प्राप्त करण्याची इंटीग्रेटेड (Integrated) सुविधा उपलब्ध नाही. यास्तव निविदाकाराने इसारा अनामत रक्कम (Earnest Money Deposit) आणि निविदा शुल्काच्या (Tender Fee) डिमांड ड्राफ्ट ची स्कॅन कॉपी तांत्रिक लिफाफा 'अ' मध्ये सादर करणे बंधनकारक असेल. तसेच जेम (GeM) पोर्टलद्वारे खरेदीकरीता टेंडरींग प्रक्रिया राबविताना संभाव्य पुरवठादार / निविदाकाराकडुन इसारा अनामत रक्कम (Earnest Money Deposit) आणि निविदा शुल्क (Tender Fee) निविदा सादर करण्याच्या अंतिम दिनांकानंतर आणि निविदाकारांचा तांत्रिक लिफाफा 'अ' उघडण्याआधी डिमांड ड्राफ्ट स्वरुपात सीलबंध लिफाफ्यात, संबंधीत खात्याने प्राप्त करुन घेणे आवश्यक असेल.

तसेच जेम (GeM) पोर्टलवर प्रथम लघुत्तम निविदाकाराची निवड करण्यापर्यंतचीच प्रक्रिया पार पाडण्यात यावी. तदनंतर, मुंबई महानगरपालिका अधिनियम १८८८ नुसार सक्षम प्राधिकरणाची मंजूरी व मुंबई महापालिकेच्या प्रचलित पध्दतीनुसार पुढील प्रक्रिया पार पाडण्यात याव्यात.जेम पोर्टलवर अपलोड करण्यात येणा-या निविदेमध्ये देखील सदर बाबींचा स्पष्टपणे उल्लेख करण्यात यावा.

सदर परिपत्रकातील निर्देश हे परिपत्रक निर्गमित झाल्याच्या दिनांकापासून तातडीने लागू होतील. त्यानुसार यापुढे कोणत्याही प्रकारची व कोणत्याही रक्कमेच्या वस्तु व सेवांची खरेदी जेम (GeM) पोर्टलद्वारे करण्याची तसेच कोणत्याही प्रकारची व कोणत्याही रक्कमेची खरेदी GeM पोर्टलशिवाय होणार नाही याची खात्री करावी.

उपरोक्त निर्देशांची काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख / सहाय्यक आयुक्त / रुग्णालय अधिष्ठाता / उप आयुक्त यांनी आपल्या अखत्यारीतील संबंधीत कर्मचारीवृंदाना निर्देश द्यावेत.

सही/-०५.०५.२०२६
(श्री.शंकर मुढे)
उप प्रमुख अभियंता (म.ख.खा)

सही/-
(श्री.अरुण क्षीरसागर)
संचालक (माहिती तंत्रज्ञान)

सही/-०५.०५.२०२६
(श्रीमती भारती लोहकरे)
प्रमुख लेखापाल (म.ख.खा) प्र

सही/-०५.०५.२०२६
(भगवंत रुपाजी शिगाडे)
प्रमुख लेखापाल
(पा.पु.म.नि.)प्र

सही/-०५.०५.२०२६
(अरुण विनायक जाधव)
प्रमुख लेखापाल (वित्त)प्र

सही/-०५.०५.२०२६
(श्री. विनायक विसपुते)
उप आयुक्त (म.ख.खा)

सही/-०५.०५.२०२६
(श्री.एम. देवेंदर सिंह)
सह आयुक्त (दक्षता)

सही/-०६.०५.२०२६
(डॉ.विपिन शर्मा)
अतिरिक्त आयुक्त (प.उप.)

सही/-०६.०५.२०२६
(डॉ.अविनाश ढाकणे)
अतिरिक्त आयुक्त (पू.उप.)

सही/-०६.०५.२०२६
(श्री.अश्विनी जोशी)
अतिरिक्त आयुक्त (प्रकल्प)

सही/-११.०५.२०२६
(श्रीमती.अश्विनी भिडे)
महानगरपालिका आयुक्त

परिपत्रक

२०२६-२७

क्र. उप.प्र.अभि /म.ख.खा/ ७४०, दि. १९.०५.२०२६.

<u>प्रत रवाना -</u>

संचालक (वै.शि.व प्र. रु.)/संचालक (अ.से.व प्र.) /संचालक (माहिती व तंत्रज्ञान)/उपायुक्त (सा.प्र.) /उपायुक्त (शि)/उपायुक्त (सुधार)/उपायुक्त (विशेष)/उपायुक्त (अभि.)/उपायुक्त (वि.अभि.)/उपायुक्त (दक्षता)/उपायुक्त (घकव्य)/उपायुक्त (उद्याने व सुरक्षा)/उपायुक्त(अति. निर्मुलन)/उप आयुक्त (मखखा) / उपायुक्त(आपत्कालीन व्यवस्थापन)/महापालिका आयुक्त यांचे स्वीय चिटणीस/उपायुक्त (म.भ.प्रा.) /उपायुक्त(परि-1/ परि-2 / परि- III / परि-IV / परि-V / परि-VI / परि-VII)/ अति. महापालिका आयुक्त (प्रकल्प) यांचे स्वीय चिटणीस /अति. महापालिका आयुक्त (शहर) यांचे स्वीय चिटणीस/अति. महापालिका आयुक्त (पूर्व उपनगरे) यांचे स्वीय चिटणीस /अति. महापालिका आयुक्त (पश्चिम उपनगरे) यांचे स्वीय चिटणीस/जनसंपर्क अधिकारी / नगर अभियंता / अधिष्ठाता (नायर रुग्णालय) / अधिष्ठाता (केईएम)/ अधिष्ठाता(नायर दंत महाविद्यालय व रुग्णालये)/ कार्यकारी आरोग्य अधिकारी/ प्रमुख वैद्यकीय अधीक्षक/ प्रमुख वैद्यकीय अधीक्षक (विशेष रुग्णालये)/ अधिष्ठाता (सायन रुग्णालय)/ प्रमुख अभियंता(मल:निसारण प्रकल्प)/ प्रमुख अभियंता (दक्षता)/ प्रमुख अभियंता (नि. व सं.)/ प्रमुख अभियंता (विकास नियोजन)/ प्रमुख अभियंता (रस्ते, वाहतूक व पूल)/ प्रमुख अभियंता (पाणी पुरवठा प्रकल्प)/ प्रमुख अभियंता (यांववि)/ प्रमुख अभियंता (म.प्रचा.)/ प्रमुख अभियंता (पजवा)/ प्रमुख अभियंता (ना.प्र.व सं.क्रे.)/ प्रमुख अधिकारी (चौकशी)/ प्रमुख अभियंता(मुं.म.प्र.)/ प्रमुख अभियंता (घकव्य)/ प्रमुख निरिक्षक (दुकाने व आस्था.)/ प्रमुख लेखापाल (वित्त)/ प्रमुख लेखापाल (कोषागार)/ प्रमुख लेखापाल (पा.पु.म.नि.)/ प्रमुख लेखापाल (मखखा)/ उप अधिष्ठाता (मखखा)/ करनिर्धारक व संकलक/ शिक्षण अधिकारी/ विधी अधिकारी/ प्रमुख कामगार अधिकारी/ प्रमुख कर्मचारी अधिकारी/ प्रमुख अग्निशमन अधिकारी/ प्रमुख सुरक्षा अधिकारी/ कार्यकारी अभियंता(यांववि)/ नियोजन इमारत (शहर, पूर्व, पश्चिम उपनगरे)/ कार्यकारी अभियंता (उद्यान कक्ष)/उद्यान अधिक्षक/ प्रमुख अधिकारी (आपत्कालीन व्यवस्थापन कक्ष व मध्यवर्ती तक्रार नोंदणी कक्ष)/ प्रबोधनकार ठाकरे नाटयमंदीर, बोरीवली/ उप प्रमुखं अभियंता (स्था.)पर्या/ मा.दिनानाथ मंगेशकर नाटयगृह, विलेपार्ले/उप प्रमुख अभियंता(शाळा पायाभूत सुविधा कक्ष)/ लेखा अधिकारी भांडार (पडताळणी कक्ष)/ घाटकोपर जलतरण तलाव/ सरदार वल्लभभाई पटेल जलतरण तलाव, कांदिवली/ बिर्ला क्रीडा केंद्र, गिरगाव चौपाटी/ प्रबोधनकार ठाकरे खुले रंगमंच,शिवडी/ मुरबादेवी जलतरण तलाव, दहिसर/ कुंदनलाल सैगल खुले नाटयगृह, मालाड/ महात्मा गांधी जलतरण तलाव, / दादर जनरल अरुणकुमार वैद्य जलतरण तलाव, चेंबूर/ व्यवस्थापक (देवनार कत्तलखाना)/ सहाय्यक आयुक्त (नियोजन व नागरी दारिद्रय निर्मूलन कक्ष)/ सहाय्यक आयुक्त ए, बी, सी, डी, ई, एफ/उ, एफ/द, जी/ उ, जी/ द, एच/पूर्व, एच/प, के/पूर्व, के/प, एल, पी/द, पी/उ, आर/उ, आर/द, आर/मध्य, एम/पूर्व, एम/प, एन, एस, टी विभाग/ सहाय्यक आयुक्त (बाजार)/ कार्यकारी अभियंता(मॉनिटरीग कक्ष)/ महापालिका मुख्य लेखापरिक्षक/ अनुज्ञापन अधीक्षक/ वैद्यकीय अधिकारी ए, बी, सी, डी, ई, एफ/उ, एफ/द, जी/ उ, जी/ द, एच/पूर्व, एच/प, के/पूर्व, के/प, एल, पी/द, पी/उ, आर/उ, आर/द, आर/मध्य, एम/पूर्व, एम/प., एन, एस, टी विभाग/ महापालिका चिटणीस/ सहाय्यक आयुक्त (मालमत्ता)/ प्रमुख अभिलेख अधिकारी/ महापालिका वास्तुशास्त्रज्ञ/ प्रमुख राजशिष्टाचार व संपर्क अधिकारी/ कार्यकारी अभियंता(यां)दक्षिणा/ व्यवस्थापक (महापालिका मुद्रणालय)/ महापालिका मुख्य लेखापरिक्षक/ प्रकल्प अधिकारी (नागरी दारिद्रय निर्मूलन कक्ष)/प्रमुख व्यवसाय विकास, वरळी हब.

माहितीकरीता व योग्य त्या कार्यवाहीसाठी अग्रेषित.

19-05-2026

(विनायक विसपुते)

उप आयुक्त

मध्यवर्ती खरेदी खाते

बृहन्मुंबई महानगरपालिका
परिपत्रक

२०२५-२०२६

क्र. सीए/एफआरजी/ ०७ दिनांक ०४.०९.२०२५

विषय :-सूक्ष्म, लघु व मध्यम उद्योग अधिनियम २००६ अंतर्गत उत्पादक म्हणून नोंदणीकृत असलेल्या सूक्ष्म, लघु उत्पादक उद्योगांना निविदा शुल्क व बयाना रक्कमेतून (इसारा अनामत रक्कम) सूट देण्याबाबत.

संदर्भ :- १) परिपत्रक क्र. सीए/एफआरजी/१७ दि. १७.०३.२०२५

बृहन्मुंबई महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ई-दरपत्रिका/ई-निविदा दस्तऐवजांकरिता पक्षकारांकडून आकारण्यात येणाऱ्या निविदा शुल्काबाबत उपरोक्त संदर्भ क्र. १ वरील परिपत्रकाअन्वये दिनांक ०१.०४.२०२५ पासून दिनांक ३१.०३.२०२६ पर्यंत सुधारीत दराने निविदा शुल्क आकारण्याबाबतचे निर्देश देण्यात आलेले आहे.

तथापि शासन निर्णय क्र. भांखस-२०१४/प्र.क्र.८२/भाग-III/उद्योग-४ दि. ०१.१२.२०१६ नुसारच्या खरेदी धोरणातील अनु. क्र. ६.८ अंतर्गत "बयाना रक्कम" नुसार सुक्ष्म व लघु, मध्यम उद्योग विकास अधिनियम-२००६ अंतर्गत उत्पादक म्हणून नोंदणीकृत असलेल्या सुक्ष्म व लघु उत्पादक उद्योगांना निविदा शुल्क व बयाना रक्कम (इसारा अनामत रक्कम) भरण्यापासून सूट देण्यात आली आहे. याबाबत वित्त खात्याने पुढील प्रमाणे अभिप्राय दिलेले आहेत.

" It is seen that as per the aforesaid provision, the Micro, Small and Medium Enterprises registered under the MSMED Act,2006 are exempted from paying Tender Forms fees and Earnest Money Deposits, including, 241products reserved under the scheme exclusively for Mirco, Small and Medium Enterprises under the MSMED Act, 2006. "

तदअनुषंगाने पुढील प्रमाणे निर्देश देण्यात येत आहेत.

"महाराष्ट्र शासनाच्या महाटेंडर पोर्टलद्वारे मागविण्यात येणारे सर्व अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दरतऐवजांकरिता शासन निर्णय क्र. भांखस-२०१४/प्र.क्र.८२/भाग-III/उद्योग-४ दि. ०१.१२.२०१६ अनु. क्र. ६.८ अंतर्गत "बयाना रक्कम" नुसार सुक्ष्म व लघु, मध्यम उद्योग विकास अधिनियम-२००६ अंतर्गत उत्पादक म्हणून नोंदणीकृत असलेल्या सूक्ष्म व लघु उत्पादक उद्योगांना निविदा शुल्क व बयाना रक्कम

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(इसारा अनामत रक्कम) भरण्यापासून सूट देण्यात यावी. शासकीय मंडळ/महामंडळ/उपक्रमांना तसेच सूक्ष्म, लघु व मध्यम उपक्रमांतर्गत नोंदणीकृत असलेले उत्पादक व पुरवठादार यांना निविदेमध्ये निविदा शुल्क व बयाना रक्कम (इसारा अनामत रक्कम) भरण्यापासून सुट देण्यात यावी. यामध्ये महाराष्ट्र राज्य हातमाग महामंडळ / महासंघ हे वगळता इतर नोंदणीकृत पुरवठादारांना उत्पादाकाकडून अधिकृत विक्रेता असल्याचे प्राधिकार पत्र सादर करणे आवश्यक राहील. "

सदर धोरण परिपत्रक निर्गमित केल्याच्या दिनांकापासून अंमलात येईल.

तरी सर्व खाते प्रमुख/सहाय्यक आयुक्त / रुग्णालय प्रमुख / अधिष्ठाता यांनी त्यांच्या अखत्यारीतील संबंधित कर्मचारी वृंदाना उपरोक्त निर्देशाची काटेकोरपणे अंमलबजावणी करण्याचे निदेश द्यावेत.

सही/- ०५.०८.२०२५
श्रीमती. सुप्रिया साटम
प्रमुख लेखापाल (पा.पु.म.नि.) प्र.

सही/- ०४.०८.२०२५
श्रीमती. वैशाली देसाई
प्रमुख लेखापाल (वित्त) प्र.

सही/- १३.०८.२०२५
श्री. प्रशांत गायकवाड
उप. आयुक्त (वित्त)

सही/- २०.०८.२०२५
डॉ. विपिन शर्मा
अति.आयुक्त (प.उप.)

सही/- २८.०८.२०२५
श्री. अभिजीत बांगर
अति.आयुक्त (प्रकल्प)

सही/- २९.०८.२०२५
श्री. भूषण गगराणी
महानगरपालिका आयुक्त

परिपत्रक

२०२५-२६

क्र.सीए/एफआरजी/ ०७ दिनांक ०४.०९.२०२५

प्रत .....(जादा .....प्रतींसह) यांना माहितीकरिता व पुढील आवश्यक त्या कार्यवाहीकरिता अग्रेषित.

04.09.2025
प्रमुख लेखापाल (वित्त) यांजकरिता

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