

# BRIHANMUMBAI MUNICIPAL CORPORATION

## PUBLIC HEALTH DEPARTMENT

Head Office Ayurvedic Dispensary, A Ward, Mumbai – 400001



### E-TENDER DOCUMENTS FOR PURCHASE OF AYURVEDIC MEDICINE FOR AYURVEDIC DISPENSARIES UNDER “A” WARD DURING PERIOD OF YEAR 2025-26”

**Bid No – 2025\_MCGM\_1220064\_1**

Prepared By :

Sd/-

**Dr. Juhee Kshirsagar**

**Assistant Medical Officer**

Checked By :

Sd/-

**Dr Seema Kharate**

**Sr. Medical Officer**

Approved By

Sd/-

**Dr. Daksha Shah**

**Executive Health Officer**

## Disclaimer

The information contained in this RFP document or provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (BMC), hereafter also referred as “The BMC Authority “, or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (BMC) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (BMC), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Brihanmumbai Municipal Corporation (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Brihanmumbai Municipal Corporation (BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder.

## Glossary

| <b>Acronyms and Abbreviations</b> | <b>Description</b>                            |
|-----------------------------------|-----------------------------------------------|
| AMC                               | Annual Maintenance Contract                   |
| BMC                               | Brihanmumbai Municipal Corporation            |
| MCGM                              | Municipal Corporation of Greater Mumbai       |
| BOM/BOQ                           | Bill Of Material/Quantity                     |
| CA                                | Contract Agreement                            |
| COTS                              | Commercial Off the Shelf Product              |
| EMD                               | Earnest Money Deposit/Bid Security            |
| FMS                               | Facilities Management Service Provider        |
| IA                                | Implementation Agency                         |
| IP                                | Intellectual Property                         |
| ISO                               | International Organization of Standardization |
| IT                                | Information Technology                        |
| LAN                               | Local Area Network                            |
| MIS                               | Management Information System                 |
| O&M                               | Operation and Maintenance                     |
| OEM                               | Original Equipment Manufacturer               |
| OS                                | Operating System                              |
| PAN                               | Permanent Account Number                      |
| PBG                               | Performance Bank Guarantee                    |
| PC                                | Personal Computer                             |
| PO                                | Purchase Order                                |
| RFP                               | Request For Proposal                          |
| TCV                               | Total Contract Value                          |
| QGR                               | Quarterly Guaranteed Revenue                  |

# BRIHANMUMBAI MUNICIPAL CORPORATION

## PUBLIC HEALTH DEPARTMENT

No.

### BID NOTICE

The Commissioner of Brihanmumbai Municipal Corporation invites bids for the work mentioned below. The RFP document can be downloaded from Maha tender portal (<https://mahatenders.gov.in>) or BMC portal (<https://portal.mcgm.gov.in>).

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal(<https://mahatenders.gov.in>). The Pre-qualification, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

| Sr. No.                                                                                                       | Description                                                             | Tender Fee                    | EMD         | Start date & Time for online Bid Downloading | End date & Time for online Bid Submission |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------|-------------|----------------------------------------------|-------------------------------------------|
| 1.                                                                                                            | Purchase Of Ayurvedic Medicines for Ayurvedic Dispensary under “A” Ward | 1452/-<br>+18% GST<br>=1714/- | Rs.18,000/- | 22.09.2025<br>09:00 Hrs                      | 06.10.2025<br>16:00 Hrs                   |
| Note: Last date for online payment of Earnest money Deposit (EMD) is on or before due date & time prescribed. |                                                                         |                               |             |                                              |                                           |

The RFP document is available on BMC portal (<https://portal.mcgm.gov.in>) along with this Bid notice. However, the bid will be invited through Maha tender portal (<https://mahatenders.gov.in>). The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding 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 bid(s) without assigning any reason at any stage. Bidders shall note that any corrigendum issued regarding this bid notice/RFP will be published on the BMC portal and Maha tender portal only. No corrigendum will be published in the local newspapers.

Sd/-

**Executive Health Officer**

## RFP Schedule

| Sr. No. | Particular                                                    | Details                           |
|---------|---------------------------------------------------------------|-----------------------------------|
| 1.      | Start date of sale of RFP document                            | 22.09.2025 09:00 Hrs              |
| 2.      | Last date and time for RFP Submission                         | 06.10.2025 16:00 Hrs              |
| 3.      | Last date for submission of EMD                               | 06.10.2025 16:00 Hrs              |
| 4.      | Date and time of opening of Pre-Qualification bids (Packet-A) | 07.10.2025 14:00 Hrs              |
| 5.      | Date and time for opening of technical bids (Packet-B)        | 07.10.2025 14:00 Hrs              |
| 6.      | Date and time for opening of Commercial bids (Packet-C)       | To be declared later              |
| 7.      | Venue for Bid Opening                                         | BMC Head Office Dispensary,A Ward |

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## 1) Fact Sheet

| Clause Reference                                                                                                                                                                                                    | Topic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commercial Bid Evaluation                                                                                                                                                                                           | The method of selection is: CBS (Cost Based Selection-H1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Downloading RFP Document                                                                                                                                                                                            | RFP can be downloaded from <a href="https://portal.mcgm.gov.in">https://portal.mcgm.gov.in</a> or <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>                                                                                                                                                                                                                                                                                                                                                                |
| Earnest Money Deposit (EMD)                                                                                                                                                                                         | Bidders are required to pay the EMD of Rs.18,000 /- through online mode on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>                                                                                                                                                                                                                                                                                                                                                                                       |
| Scope of Work                                                                                                                                                                                                       | Purchase Of Ayurvedic Medicines for Ayurvedic Dispensary under “A” Ward during period of year 2025-26                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Language                                                                                                                                                                                                            | Proposals should be submitted in the English language only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Taxes                                                                                                                                                                                                               | The bidder shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price. The bidder must quote price in Indian Rupees only. |
| Bid Validity                                                                                                                                                                                                        | Proposals must remain valid till 180 days after the submission date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Submission of Responses                                                                                                                                                                                             | Bidders must upload and submit all the documents on the Maha tender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> . <i>Each of the above documents must be uploaded in the format specified for this purpose.</i>                                                                                                                                                                                                                                                                                       |
| Submission of Proposals                                                                                                                                                                                             | This is online process; interested bidders are required to submit the proposal online only by the date and time specified for the RFP. No physical copies will be entertained from the bidders.                                                                                                                                                                                                                                                                                                                                      |
| Last Date of Submission                                                                                                                                                                                             | Proposals submitted after 06.10.2025 16:00 Hrs will not be accepted by the Maha e-Tender portal.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| RFP Tender Fee                                                                                                                                                                                                      | All bidders shall pay Tender fee of Rs.1452/- +18% GST=1714/- .In case of revision of the above-mentioned tender fee, bidders shall pay revised tender fee.                                                                                                                                                                                                                                                                                                                                                                          |
| Before filling in the tender, tenderer should read the "Instructions to Tenderer", all "Annexure" and the "Articles of Agreement" very carefully, wherein the tender and contract conditions are clearly mentioned. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

## **2) Instructions to the Bidders**

### **2.1 General**

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the SI support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the purchaser on the basis of this RFP
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the purchaser. Any notification of preferred Bidder status by the purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser reserves rights to cancel this procurement at any time without any notice and reason.
- This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### **Compliant Bids / Completeness of Response**

- Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  1. Comply with all requirements as set out within this RFP.
  2. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  3. Include all supporting documentations specified in this RFP

### **Code of Integrity**

- No official of a procuring entity or a bidder shall act in contravention of the codes which includes
  1. Prohibition of
    - a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process



or to otherwise influence the procurement process.

- b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided
  - c. Any collusion, bid rigging or anti competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e. Any financial or business transactions between the bidder and any official of the procuring entity related to RFP or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g. Obstruction of any investigation or auditing of a procurement process.
  - h. Making false declaration or providing false information for participation in a bidding process or to secure a contract;
- 2. Disclosure of conflict of interest.
  - 3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub- clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.
  - 4. In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusions that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

## 2.2 Key Requirements of the Bid

### A. Right to Terminate the Process

- 1. Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 2. This RFP does not constitute an offer by Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the contract.

## B. RFP Scrutiny Fee

1. The RFP documents have been made available to be download without any fee from the website <https://portal.mcgm.gov.in>.
2. However, RFP scrutiny fee (as mentioned in the Fact Sheet) should be paid by all bidders at any of the CFC centers in BMC Ward offices.
3. Bidders will submit the receipt of fee paid to process EMD refund.
4. Bidders can choose option of deducting scrutiny fee from the EMD. After deducting scrutiny fee, balance EMD will be refunded to the bidders.

## C. Earnest Money Deposit (EMD)

1. Bidders shall pay, along with their Bids, EMD amount as mentioned in Fact Sheet, and it shall be paid online only.
2. In case a bid is submitted without the EMD as mentioned above then purchaser reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.
3. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
4. EMD of the successful bidder will be discharged when the bidder has signed the contract and furnished the required Security Deposit/PBG as per format. EMD of L-2 and other bidders shall be refunded immediately after opening of financial bid. In case, the successful bidder becomes non- responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of EMD to the department within the stipulated time period i.e.15 days, the department will process further as per normal procedure.
5. The EMD may be forfeited in any of the following cases:
6. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any
7. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Security Deposit/PBG within specified time in accordance with the format given in this bid document

8. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
9. During the bid process, if any information is found wrong / manipulated / hidden in the bid.
10. The decision of purchaser regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
11. No rejections and forfeiture shall be done in case of curable defects. For non- curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

1. Curable Defect shall mean shortfalls in submission such as non-submission of following documents:
  - a. Valid Registration Certificate
  - b. Valid Bank Solvency
  - c. GST Registration Certificate
  - d. Certified Copies of PAN documents and photographs of individuals, owners, etc.
  - e. Partnership Deed and any other documents
  - f. Undertakings as mentioned in the tender document
  - g. Wrong calculation of Bid Capacity,
2. Non-curable Defect shall mean
  - a. In-adequate submission of EMD/ASD amount,
  - b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender

2.3 Submission of Responses

1. Bidders should submit their responses as per the procedure specified in the manuals published on Mahatender portal (<https://mahatenders.gov.in>) being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:
  - a. EMD Receipt
  - b. Pre-qualification response
  - c. Technical Proposal & Financial Proposal
  - d. Additional certifications/documents e.g. Power of Attorney, CA certificates on turnover, etc.
2. However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified structure in the Mahatender portal.

3. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines.
4. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
5. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal.

## 2.4 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney / Authorization in the name of the signatory of the Proposal. Copy of the same should be uploaded under the relevant section/folder on the Mahatender portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

## 2.5 Preparation and Submission of Proposal

### A. Proposal Preparation Costs

1. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the
2. evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
3. Purchaser/BMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### B. Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### C. Venue & Deadline for Submission of Proposals

The response to RFPs must be submitted on the Mahatender portal (<https://mahatenders.gov.in>) by the date and time specified in RFP Schedule for the RFP. Any proposal submitted on the

portal after the mentioned deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

**D. Late Bids**

1. Bids submitted after the due date will not be accepted by the Mahatender system and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal
2. Bids submitted by telex/telegram/fax/e-mail/post etc. shall not be considered. No correspondence will be entertained on this matter.

**2.6 Evaluation Process**

**A. Evaluation**

1. Purchaser will evaluate the responses of the Bidders.
2. Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the Purchaser in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser.
4. The Purchaser may ask for meetings with the Bidders to seek clarifications on their proposals
5. The Purchaser reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criterion and requirements specified in this RFP.
7. If it is found that the Bidder has not submitted required documents as per Pr- Qualification folder (Packet-A) or Technical Folder (Packet-B) then the Bidder shall be intimated to comply with the said documents within 3 days from the intimation from Purchaser (through email), otherwise 10% EMD will be forfeited and/or the proposal will be treated as non-responsive.
8. Purchaser reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by purchaser, then the documents submitted cannot be deemed as accepted.

**B. Bid Opening**

1. The Proposals submitted up to due date and time will be opened on Date & time mentioned in RFP Schedule by Purchaser or any other officer authorized by Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

2. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the bidding firms to identify their bonafide for attending the opening of the proposal.

C. Bid Validity

1. The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of bid.

D. Bid Evaluation

1. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
  - a. Are not submitted in as specified in the RFP document
  - b. Received without the Letter of Authorization / Power of Attorney
  - c. Are found with suppression of details
  - d. With incomplete information, subjective, conditional offers and partial offers submitted
  - e. Submitted without the documents requested in the checklist (Appendix I, II, III)
  - f. Have non-compliance of any of the clauses stipulated in the RFP
  - g. With lesser validity period
2. All responsive Bids will be considered for further processing as below.
  - a. Purchaser will prepare a list of responsive/eligible Bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation according to the Evaluation process define in this RFP document. The decision of the Purchaser will be final in this regard.

2.7 Who can quote:

1. Municipal /Government registered Vendor
2. The average annual turnover of the bidder during preceding three financial years shall be minimum 50,00,000/- evidence in the form of certificate issued by auditor of firm/chartered accountant shall be uploaded during the submission of the tender.
3. The bidder shall have adequate experience of successful supply of various Ayurvedic Medicine materials to government hospitals & various health departments during last 2 years from due date of the tender

Contract Period: 1 year from the date of sanction.

EMD to Pay: Rs.18000/- ( Seventeen thousand only ) Earnest Money Deposit (EMD) Payment and Refund Bidders shall pay, along with their Bids, EMD amount as mentioned in Fact Sheet, and it shall be paid online only. As per MCGM Circular U/No. CA/FRD/I/21 dated 20.10.2015. In case Bid is submitted without EMD then the department reserves the right to reject

the Bid without providing opportunity for any further correspondence to the Bidder concerned Unsuccessful Bidder's EMD will be discharged / returned as promptly as possible. EMD's of all bidders barring lowest tenders shall be returned immediately after recommendation of Tender Committee without waiting for their request. EMD of the successful bidder will be refunded after submission of security deposit and compliance of contractual formalities.

Where to Submit the tenders: - Tender is to be submitted by e-tendering process on NICs website (<https://mahatenders.gov.in>)

Online scanning: Original scanned documents must be uploaded.

Important Dates:

|                                               |                      |
|-----------------------------------------------|----------------------|
| Start Date of Downloading e-Tender            | 22.09.2025 09.00 Hrs |
| End Date of Online Submission of e-Tender     | 06.10.2025 16:00 Hrs |
| Date of Opening of Packet A & B (Eligibility) | 07.10.2025 14:00 Hrs |
| Date of Opening of Packet C (Commercial Bid)  | To be declared later |

Authentication for documents: The responsibility to produce correct authentication for documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the security deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its tenure and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted.

Translation of certificates: If the certificates issued by any state authority are in a language other than English, Hindi or Marathi, then a translated certificate copy in one of the languages mentioned above and certified by the official translator, shall have to be submitted, along with a copy of the original certificate.

Sign and Seal: Tenderer s are required to sign and put the official seal of the firm on every document submitted.

Refund of EMD: The EMD shall be refunded to the unsuccessful tenderer in due course of time. However, in the case of the successful tenderer, the EMD shall be retained and adjusted against the 5% security deposit for due execution of the contract. If the tender is accepted, but the tenderer fails to execute the contract, then the EMD shall be forfeited, along with penal action, including blacklisting of the tenderer. Successful tenderer s shall have to pay a security deposit @ 5% of the total contract cost & same will be refunded after satisfactory completion of Contract period. Bank guarantee in lieu of cash contract deposit is acceptable.

How to submit tenders: Tenders should be submitted by e-tendering process only.

The Three Packet System: The tenderer should submit tenders in the "Three packets system" as below:

Packet-A: - EMD receipt screen shot or Bank Pass book photo graph. All Terms & Condition duly signed by Bidder / Tender to be uploaded.

Packet-B: - General eligibility and proper certification documents should be submitted in packet 'B'

Packet-C: - Financial /Commercial details are to be submitted on line only.

Note: - The tender shall not disclose /quote the rates of the items in Packet "A" & "B". In case of any such indication of rate by the tenderer in the packet, the tender shall be rejected outright.

Administrative Documents: (Pre-Qualification Criteria)

1. List of Documents for Packet A & B as per Annexure-A
2. Copy of the Articles of Agreement (Annexure-G) duly filled in, signed and stamped.
3. The following scanned certificates which must be valid and current on the due date should be submitted.
  - a. Original / Copy of Solvency Certificate of the requisite amount as mentioned in this Tender Notice from Nationalized / Scheduled / foreign banks (Annexure – D) not more than six-month-old on the due date of tender.
  - b. GST Registration Certificate.
  - c. Any other certificate mentioned in the "List of Documents." As per Annexure A
4. In case, if same rate is received from the bidder, then the Bidder having higher turnover will be allotted the Tender.

Unconditional offer: Tenderer shall quote a firm offer. Conditional offers shall not be considered and shall be treated as non-responsive.

Variation in rates: Tenderers are requested to fill the tender carefully after noting the items and specifications. No variation in rates etc. under any circumstances shall be allowed on any ground such as clerical mistake; misunderstanding etc. after the tender has been submitted.

Firm price: The prices quoted shall be firm and no variation will be allowed on any account.

Contradictory clauses in tender: Tenders containing contradictory, onerous and vague stipulations and hedging conditions will be rejected outright.



Alterations / Interpolations: No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and/or in 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.

Names of Partners: All tenderers must disclose the names of their partners, if any, in the particular contract. Any tenderer failing to do so shall render himself liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its tenure. Further, it shall invite penal action including black-listing.

- a. 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.
- b. If it is found that firms as described in clause 19A 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 / Establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting etc.
- c. If it is found that closely related persons as in clause 19A have submitted separate tenders / quotations under different names firms / establishment but with common 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 tenders shall be liable for action as in clause No 19B including similar action against the firms / establishment concerned.
- d. If after the award of the contract, it is found that the responsive tenderer violates any of the clauses 19A or 19C above, the contract shall be liable for cancellation at any time during its currency in addition to penal action including blacklisting against the contractors as well as related firm / establishment.

Validity: The validity of the offer should be for 180 days from the date of the opening of the tender.

Tenders not submitted as per the above procedure will be treated as invalid.

Tenders not as per requirement: Tenders not found as per requirements of this tender, will be rejected without assigning any reason.

Tenderer's address: The tenderer's complete address, list of partners with their names and commercial address must be indicated in the tender.

Procedure for the opening of the tender packet:

Packet 'A' will be opened on the due date and time as stated in the Tender Notice when the tenderer or his representative will be allowed to remain present.

Packet 'B' will be opened only if the General conditions in Packet 'A' are acceptable. In case the Offer in Packet 'A' is found not acceptable then Packet 'B' will not be opened & the offer will be kept out of consideration.

The date and time of the opening of Packet 'B' will be informed to the responsive tenderer accordingly. The same will also be notified on the notice board of the Office. No complaints for non-receipt of such a letter will be entertained.

The unsuccessful tenderer shall be intimated in writing of the non-acceptance of their offer.

Contract:

Contract means the Contract Agreement entered into between the Seller, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Tenderer together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.

The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

The Contract Agreement means the agreement entered into between the BMC and the Tenderer. The date of the Contract Agreement shall be recorded in the signed form.

Tenderers must distinctly understand: That they shall be strictly required to conform to the conditions of this contract as contained in each of its 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 condition.

The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.

Security Deposit: In the event of the tender being accepted, the full amount of the Security deposit must be paid within two days by the successful tenderer, and the contract must be signed by all the partners of the firm. Should one or more partners be not available for this purpose, the signatory must produce a Power of Attorney authorizing him to sign on behalf of the absent partners. All such Power of Attorney must be registered in the office of the Chief Accountant and the Executive Health Officer should be informed accordingly.

Security deposit value: The security deposit payable shall be 5% of the value of the contract. Bank guarantee in lieu of cash security deposit is acceptable.

Security deposit-failure to pay: Tenderers failing to pay the Security deposit and to execute contract

within 15 days from the receipt of the contract documents, shall be deemed to have committed a breach of the undertaking given by them in their tender and the Municipal Commissioner may forfeit the EMD and his tender shall stand rejected.

Security deposit-Joint stock Vendor: In case of a joint Stock vendor, the contract must be sealed with the seal of the firm in the presence of and signed by a person duly authorized to sign the contract for the firm by a Power of Attorney. Such a Power of Attorney must be registered in the office of Chief Accountant and the Executive Health Officer shall be informed accordingly.

Contract – postponement: Postponement of the payment of the full Security deposit or the execution of the contract will not be permitted by the reason of the Municipal Corporation of Greater Mumbai having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a security deposit under this contract. Such transfers will not, under any circumstances, be permitted.

Acceptance of tender: The decision of the Addl. M. C.(Western Sub.) shall be final and binding and Addl. M. C.(Western Sub.) do not pledge herself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible and to relax any of the conditions of this tender. The Addl. M. C. (Western Sub.) reserves right to reject any or all tenders without assigning any reasons.

Acknowledging communications

Every communication from the Executive Health Officer, Municipal Corporation of Greater Mumbai to the tenderer should be acknowledged by the tenderer with the signature of authorized person and with official rubber stamp of the tenderer.

Jurisdiction of Courts

In case of any claim, disputes or differences arising in respect of the contract, the cause of action 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 only in the City of Mumbai.

Taxes and Duties: The Rates quoted by the tenderer should inclusive of all duties, levies, taxes and transportation charges.

Information Regarding payment: The full payment of the offer including all taxes for two years contract, have to be paid by successful tenderer on or before the date specified in the letter of acceptance of the tender in the beginning of the contract before starting the supply of Ayurvedic Medicine. No claim for loss supply of Ayurvedic Medicine due to delay in payment of the offer by the successful tenderer will be entertained nor request for extension of the contract period due to such exigencies will be considered.

Rejection: If the particulars furnished by the 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, 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. The Municipal Commissioner/Dy. Municipal Commissioner (PH) / Executive Health Officer's decision in this behalf shall be final and binding upon the successful contractor.

Blacklisting: The firm shall be blacklisted if it is found that:

- a) Forged document is submitted OR
- b) If it becomes responsive on the basis of submission of bogus certificate.

Payment of legal and stationery charges: The successful tender shall pay the legal charges & Stationery charges for preparation of the contract agreement. The combined legal charges & Stationery charges at present are as under:

| Contract Value          | Legal charges & Stationary Charges                                                                                                                                                 |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Up to 50,000/-          | Nil                                                                                                                                                                                |
| 50,001 to 1,00,00,000/- | Goods and Services Tax at the rate of 0.10% of the contract price (rounded to the nearest hundredth) plus 18% GST (Minimum Rs. 1,000/- Plus GST and Maximum Rs. 10,000/- Plus GST) |

Legal & Stationery charges will be collected as per circular no.26206 dated 31.08.2023 of legal department. However, contractor should pay the legal charges & stationery charges prevailing at the time of award of the contract.

Penalty: If the material supplied/received is not as per the specific quality & quantity suitable action penalty as deemed fit or 10% of total cost will be taken against the party OR To cancel the contract and orders and forfeiture of EMD, and blacklisting the firm/company along with their partners/ directors.

NOTE:

The above said charges are subject to change. Actual charges as on the date of issue of letter of acceptance of tender will be charged. It is mandatory to submit required scanned documents along with the tender. However, if any discrepancy is found in the administrative documents which have no effect on the cost in price Packet "B", the tenderer shall have to clarify / comply within the stipulated time, failing which their Earnest Money Deposit shall be forfeited and further action of blacklisting them shall be initiated.

Every complaint, submitted by a 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 non-refundable deposit of ` 25,000/- (Rupees Twenty five thousand only) towards charges for 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 EMD of the defaulting tenderer shall be forfeited and further it shall be lawful for BMC to blacklist such defaulting tenderer for maximum period of 5 years.

Sd/-

**Executive Health Officer**

### Annexure A (List of documents to be submitted)

#### Eligibility Packet (A) / Technical Bid (Packet B)/Commercial Bid (C)

The Bidder shall not disclose /quote the rate of the item in the technical packet or give any such indication of disclosure of rates. In the event of such disclosure whether made intentionally or otherwise shall result in the immediate rejection of the bid document. The Technical offer must be made in an organized, structured and neat manner.

The format for submission of the technical offer is as follows: -

#### A. Documents in Packet 'A': (Eligibility)

1. Attested copy of PAN Card of his own, in case of retailer/dealer/supplier/distributor, of proprietor if proprietary/ ownership firm, of Company if, Pvt. Ltd. Company, of firm if partnership firm, of Sansthas/society or Trust, in case of the Sansthas/society trust which are registered under public trust Act 1950/ Registration Act 1860/ The Maharashtra Co-op. societies Registration Act 1960. (whichever is Applicable)  
However, in case of public limited companies, semi-government undertakings, Government undertakings, no Pan Documents will be Insisted.
2. Photograph of individuals, proprietor or all partners as the case may be;
3. Attested copy of valid Sales Tax/Central Sales Tax/VAT/GST registration certificate (whichever is applicable)
4. Attested copy of Power of Attorney (if applicable)
5. Bidder Profile (Annexure "B")
6. EMD payment receipt.
7. Turnover Certificate last 3 years
8. Profit and loss of company for last 3 years
9. Bank Guarantee

#### B. Documents in Packet "B": (Technical Bid)

1. Copy of Tender Documents Should be Attested by Vendor
2. Past experience as per Annexure C.
3. Required Copy of valid WHO-GMP Certificate OR C.O.P.P Certificate.
4. Bank Solvency (Valid up to contract period) Certificate issued by bank from the list of approved banks (Annexure-D)

| Sr. No. | Total Estimated Cost (Rupees in Lakhs) | Solvency Certificate Value |
|---------|----------------------------------------|----------------------------|
| 1       | Above 300                              | Rs. 30 Lakh                |
| 2       | Above 100 to 300                       | Rs. 20 Lakh                |
| 3       | Above 50 to 100                        | Rs. 15 Lakh                |
| 4       | Above 25 to 50                         | Rs. 10 Lakh                |
| 5       | Above 10 to 25                         | Rs. 5 Lakh                 |
| 6       | Above 5 to 10                          | Rs. 2 Lakh                 |
| 7       | Up to 5                                | Rs. 1 Lakh                 |

5. Irrevocable Undertaking (As per Annexure-A)
6. Indemnity Bond Declaration (Annexure C-1)
7. Latest Partnership Deed in case of partnership firm should be registered with C.A's Dept. of Brihanmumbai Municipal Corporation by the Successful Bidder.
8. Certificate of registration certificate under E.S.I.C., Act 1948 or undertaking to that effect on Rs.500 Stamp Paper
9. Certificate of registration certificate under E.P.F. & M.P., Act 1952 OR undersigned to that effect on Rs.500 stamp paper.

C. Packet C: Commercial Bid

The tenderer shall submit the commercial bid by filling the Schedule of Quantities and Rates on the screen by e-tendering process. All the inputs given on the Tendering Screen need to be digitally signed.

Annexure B

Particulars of Bidder (To be submitted in Bidder's Letterhead)

| Sr. No. | Particulars                                                                                                | Details | Proof Document Enclosed? (Y/N) | Page No.of Proof document |
|---------|------------------------------------------------------------------------------------------------------------|---------|--------------------------------|---------------------------|
| 1       | Name of the Bidder                                                                                         |         |                                |                           |
| 2.      | Postal Address                                                                                             |         |                                |                           |
| 3.      | Telephone Numbers                                                                                          |         |                                |                           |
| 4.      | Fax Numbers                                                                                                |         |                                |                           |
| 5.      | Constitution of the Company                                                                                |         |                                |                           |
| 6.      | Name & Designation of the person authorized to make commitments to the Brihanmumbai Municipal Corporation. |         |                                |                           |
| 7       | Email Address                                                                                              |         |                                |                           |
| 8       | Year of commencement of business                                                                           |         |                                |                           |
| 9       | Turnover of the company<br>2021– 22<br>2022– 23<br>2023– 24                                                |         |                                |                           |
| 10      | Profit of the Company<br>2021– 22<br>2022– 23<br>2023– 24                                                  |         |                                |                           |
| 11      | Sales Tax Number                                                                                           |         |                                |                           |
| 12      | PAN Document Number & Photograph of the concerned person                                                   |         |                                |                           |
| 13      | Mention all the third-party certification (Please enclose the copies of the certificates)                  |         |                                |                           |
| 14      | Brief Description of facilities available with the Bidder.                                                 |         |                                |                           |

Signature of the Bidder



Annexure C

Details of supply of various Ayurvedic Medicine to Government/Municipal hospitals & Various Health departments

| Sr. No. | Name of the Medical institutions | Supply Details & Period |
|---------|----------------------------------|-------------------------|
|         |                                  |                         |
|         |                                  |                         |
|         |                                  |                         |
|         |                                  |                         |
|         |                                  |                         |
|         |                                  |                         |

Signature of the Bidder

## Annexure D

### List of BMC Approved Banks

The Banker's Guarantees issued by branches of approved Banks beyond Kalyan & Virar can be accepted only if the said Bankers Guarantee is countersigned by the Manager of a Branch of the same Bank within the Mumbai City limit categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits & 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.

List of approved Banks:

(A) S. B. I. and its subsidiary Banks:

- (1) State Bank of India.
- (2) State Bank of Bikaner and Jaipur.
- (3) State Bank of Hyderabad
- (4) State Bank of Indore
- (5) State Bank of Mysore
- (6) State Bank of Patiala
- (7) State Bank of Saurashtra
- (8) State Bank of Travankore

(B) Nationalized Banks:

- (9) Andhra Bank
- (10) Bank of Baroda
- (11) Bank of India
- (12) Bank of Maharashtra
- (13) Canara Bank
- (14) Central Bank of India
- (15) Corporation Bank
- (16) Dena Bank
- (17) Indian Bank
- (18) Indian Overseas Bank
- (19) Oriental Bank of Commerce
- (20) Punjab National Bank
- (21) Punjab & Sind Bank
- (22) Syndicate Bank
- (23) Union Bank of India

(24) United Bank of India

(25) UCO Bank

(26) Vijaya Bank

(C) Scheduled Commercial Banks:

(27) Bank of Madura Ltd.

(28) Bank of Rajasthan Ltd.

(29) Banaras State Bank Ltd.

(30) Bharat Overseas Bank Ltd.

(31) Catholic Syrian Bank Ltd.

(32) City Union Bank Ltd.

(33) Development Credit Bank Ltd.

(34) Dhanalakshmi Bank Ltd.

(35) Federal Bank Ltd.

(36) Inda-Sinda Bank Ltd.

(37) I. C. I. C. I. Banking Corporation Ltd.

(38) Global Trust Bank Ltd.

(39) Jammu and Kashmir Bank Ltd.

(40) Karnataka Bank Ltd.

(41) Karur Vysya Bank Ltd.

(42) Lakshmi Vilas Bank Ltd.

(43) Nedungadi Bank Ltd.

(44) Ratnakar Bank Ltd.

(45) Sangli Bank Ltd.

(46) South Indian Bank Ltd.

(47) SBI Commercial & International Bank Ltd.

(48) Tamilnad Mercantile Bank Ltd.

(49) United Western Bank Ltd.

(50) Vysya Bank Ltd.

(D) Scheduled Urban Co-Op. Bank Licensed to issue Bankers Guarantee:

(51) Abhyudaya Co-op. Bank Ltd.

(52) Bassein Catholic Co-op. Bank Ltd.

(53) Bharat Co-op. Bank Ltd.

(54) Bombay Mercantile Co-op. Bank Ltd.

(55) Cosmos Co-op. Bank Ltd.

(56) Greater Bombay Co-op. Bank Ltd.

- (57) Janata Sahakari Bank Ltd.
- (58) The Mumbai District Central Co-op. Bank Ltd.
- (59) The Maharashtra State Co-op. Bank Ltd.
- (60) New India Co-op. Bank Ltd.
- (61) North Canara GSB Co-op. Bank Ltd.
- (62) Rupee Co-op. Bank Ltd.
- (63) Sangli Urban Co-op. Bank Ltd.
- (64) Saraswat Co-op. Bank Ltd.
- (65) Shamrao Vitthal Co-op. Bank Ltd.

(E) Foreign Banks :

- (66) ABN AMRO Bank N. V.
- (67) American Express Bank Ltd.
- (68) ANZ Grindlays Bank
- (69) Bank of America NT & SA
- (70) Bank of Tokyo Ltd.
- (71) Bank Indosuez.
- (72) Bank National De Paris
- (73) Barolags Bank
- (74) City Bank
- (75) Hongkong & Shanghai Banking Corporation
- (76) Mitsui Taiyokobe Bank Ltd.
- (77) Standard Chartered Bank.
- (78) Cho Hong Bank

### Annexure E

#### PROFORMA OF BANKERS' GUARANTEE IN LIEU OF TENDER AND SECURITY DEPOSIT FOR WORK

THIS INDENTURE made this \_\_\_\_\_ day of 2023, BETWEEN THE (Name of the Bank and address), Bank incorporated under the Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as "the Bank" which expression shall be deemed to include its successors and assigns) of the first part and (Name of the Bidder and address) under the style and name of Messers (name of the Bidder), a company incorporated under the Indian Companies Act 1913 (hereinafter referred to as 'the Contractor/s') of the second part and THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the Commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the Contractor/s have submitted to the Commissioner tender for the execution of the work of \_ and the terms of such tender/ contract require that the Contractor/s shall deposit with the commissioner as earnest money and / or the security a sum of Rs. \_\_\_\_\_ (in figures and words) AND WHEREAS If and when any such tender is accepted by the Commissioner the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by the Commissioner towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s/s has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the Contractor/s/s depositing with the Commissioner the said sum as Earnest Money and /or the security as aforesaid AND WHEREAS according to the Commissioner has agreed to accept Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs. \_\_\_\_\_ (in figures and words) under the terms of the said tender and / or the Contract. The Bank Guarantee is valid up to \_\_\_\_\_.

Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to \_\_\_\_\_ (in figures and words) and guarantee shall remain in force up to \_\_\_\_\_ unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ all your rights under the above

guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter.

IN WITNESS WHERE OF

WITNESS (1)

Name and Address

WITNESS (2)

Name and

Address

The duly constituted Attorney Manager

The Bank and the said Messers \_\_\_\_\_

(Name of the Bank)

WITNESS (1)

Name and Address

WITNESS (2) \_\_\_\_\_ for Messers \_\_\_\_\_

Name and

Address

(Name of the Contractor)

Annexure - G

DRAFT ARTICLES OF AGREEMENT

Purchase Of Ayurvedic Medicines for Ayurvedic Dispensary under “A” Ward during period of year 2025-26

Tender due on\_\_\_\_\_

Executive Health Officer Sanction No.\_\_\_\_\_Dated\_\_\_\_\_.

Contract for the work of\_\_\_\_\_

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_Two thousand  
\_\_\_\_\_between\_\_\_\_\_

\_\_\_\_\_in Mumbai under the name and Style of \_\_\_\_\_for and on behalf of himself/themselves, his/their heirs, executors, administrators and assigns (hereinafter called “The Contractors”), of the one part and \_\_\_\_\_. The DMC PH (hereinafter called “The Deputy Commissioner) in which expression are included, unless such inclusion is inconsistent with the context or meaning thereof include ‘The DMC PH/ The Director his successor of successors for the time being holding the office of the DMC PH of the second part and the Brihanmumbai Municipal Corporation (herein called the Corporation) of the Third part “WHEREAS’ The Municipal Commissioner of Greater Mumbai has deputed under section 56 & 56B of the Mumbai Municipal Corporation Act his powers under the provisions contained in chapter III of Mumbai Municipal Corporation Act to the Deputy Municipal Commissioner (I) and whereas the commissioner, in pursuance of the powers vested in him as such Municipal Commissioner by the Mumbai Municipal Corporation Act, and in accordance with the provisions of the said act, recently, advertised notice inviting Tenders for the execution of the work as mentioned above AND WHEREAS the contractors tendered for the same and his/their tender was accepted by the commissioner on the terms and conditions herein after specified AND WHEREAS by way of deposit of the sum of Rs. \_\_\_\_\_/- as security for the due and faithful performance by the Contractor/s of this contract, the said Contractor/s has/have paid to the commissioner the said amount in cash or has / have deposited with the commissioner public securities of the face value of Rs.\_\_\_\_\_ the cash value of which is taken at Rs.\_\_\_\_\_or his/have paid to the commissioner the sum of Rs.\_\_\_\_\_in cash and deposited with him public securities of the face value of Rs.\_\_\_\_\_or has/have delivered to the commissioner the General undertaking and Guarantee of \_\_\_\_\_/-Bankers for the said contractors for payment inter-alias of the said an

amount NOW THESE PRESENTS WITNESS. And it is hereby agreed and declared between and by the parties thereto as follows.

1. Contract Period :

That this Contract shall be deemed to have commence as from and after \_\_\_\_\_Day of \_\_\_\_\_Two Thousand \_\_\_\_\_and shall continue in force, subject to the power of the Executive Health Officer for the time being to determine the same previously as hereinafter mentioned until \_\_\_\_\_Day of \_\_\_\_\_Two Thousand \_\_\_\_\_Or until such time as the work herein mentioned and shall have been completed.

2. Failure to execute order:

If the contractor/s fail to supply Ayurvedic Medicine within the period stipulated, the Municipal Commissioner/ Executive Health Officer/purchasing Officer shall exercise his discretionary power to Earnest Money Deposit & Security Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

3. Monetary dealings with the Municipal Employees

The Contractor/s shall not lend to or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he/they or any of them shall do so, the Municipal Commissioner shall be entitle to terminate this contract forthwith and forfeit the Earnest Money Deposit/Security Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.

4. Breach of Contract

In case of failure on the part of the Contractor/s at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty, absolutely to determine the same by giving the Contractor/s one calendar month's previous notice in writing of his intention to do so and in such case the Contractor/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of ` \_\_\_\_ deposited as Earnest Money Deposit & Security Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

5. Dissolution of the Contract

The Contractor/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 Contractor/s shall at any time



commit any breach of this covenant then the Earnest Money Deposit/Security Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

6. Disputes etc to be decided by the Commissioner

If any dispute or difference shall arise between the Executive Health Officer or the officer aforesaid on the one hand and the Contractor on the other hand, concerning the work by the Contractor/s under these present or any of them or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or of the Executive Health Officer or other Officer aforesaid or the mode of carrying out any giving effects to provisions of these presents, or concerning the meaning or intention of this contract or any part thereof or concerning any certificate or order made or purporting to have been made hereunder, or in any way whatsoever relating to interest of the Corporation or of the Contractor, every such dispute and difference shall from time to time be referred to and be settled and decide by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of the and the Municipal Commissioner shall decide the same.

7. 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, decision, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor 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 pretense, suggestion, charge insinuation of fraud, collusion and etc.

8. The Commissioner not compelled to defend or answer any suit relating to any certificate 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 Contractor nor shall be compelled by any proceeding whatsoever to answer or explain and matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settled, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compelled to state or give his reason 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 memorandum whatsoever in his possession or power relating there to.

9. Corporation's lien over all moneys due to the Contractor or his Deposits

The Corporation shall have a lien on and overall or any moneys that may become due and payable to the

Contractor/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 Contractor/s made the condition 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 Contractor/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 & the Contractor/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 Contractor/s either alone or jointly with another and others under provision of the Mumbai Municipal Corporation Act or any other statutory enactment or enactment in force in modification substitution thereof. And further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or the sum or tax due by the Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however than nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his / their capacity as a trustee/s either alone or jointly with others. The provisions of these conditions shall also apply and expanded to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

10. Termination of the Contract

If the Contractor/s failed to fulfill any of the Contract condition, the Contract will be terminated.

11. Return of the Contract

If the contractor/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him/them hereunder the said sum of `\_\_\_\_\_ shall be returned to the contractor/s and any balance due to the contractor/s under these present shall at the same time be paid to him/them.

12. Banker's Guarantee

In the event of the said deposit of `\_\_\_\_\_ having been made by the Contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/s under any of the provision of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of `\_\_\_\_\_ becoming forfeited as herein before mentioned and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage or forfeiture of deposit claimable from or against the Contractor/s and Bankers shall at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice, however, to the continuing liability of the contractor/s and of the said Bankers and the right of the Commissioner and/or the Corporation to

claim subsisting Tender or Contract entered into by the Contractor/s with the Commissioner and/or the Corporation.

13. Partnership

Every receipt for money which may become payable or for any security which may become transferable to the contractor under these present shall if sign in the partnership named by any one of the contractor/s be of a good and sufficient discharge to the Commissioner and the Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any contractors, during the pendency of this Contract it is thereby expressly agreed that every receipt by any of the surviving Contractor/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 contractors 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 contractor/s and of the legal representatives of any deceased contractor/s.

14. Charges

All costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements shall be paid by the contractor/s.

15. Singular / Plural

Words in the singular number shall include the plural and plural the singular.

16. Meaning

The word 'Additional Municipal Commissioner or 'Commissioner' wherever they occur in this tender or in the contract shall be constructed to mean 'The Municipal Commissioner'.

17. Acknowledgment

Every notice served upon any one of the Contractor/s in pursuance of the terms and conditions of this Contract shall be deemed to have been duly served upon the Contractor/s if it is addressed to the place of the Contractor/s given by them and duly posted, even if the same may not have actually reached/ received by them.

18. Scope of the contract

And where it is further hereby agreed between the parties of all the parts herein that the terms and conditions of the instructions to the tenderers including the Annexure thereof and the specifications of the work shall form parts and parcel of this contract agreement.

19. Operation of this Contract Clauses

The Executive Health Officer or his/her successors for the time being holding the office of the Executive Health

Officer 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 Executive Health Officer shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

IN WITNESS WHEREOF the Contractors and Executive Health Officer have hereunto set hands and seal of the Corporation has been hereunto affixed.

Signed, sealed & delivered by )

The Contractor/s )

\_\_\_\_\_

\_\_\_\_\_ ) Trading under the name & style of

In the presence of )

\_\_\_\_\_ )

Witness Contractors

Signed by the DMC PH ) (Shri/Smt.

\_\_\_\_\_ )

\_\_\_\_\_ )

DMC PH

The Common seal of the )

Municipal Corporation of )

Greater Mumbai was affixed on )

The \_\_\_\_ Day of \_\_\_\_ 20 \_\_\_\_ In the )

Presence of )

1 )

2 )

Two members of the Standing/ )

Education Committee of the )  
Municipal Corporation of )  
Greater Mumbai )  
  
Witness: )  
\_\_\_\_\_)  
Office Superintendent, )  
Municipal Secretary's Office )

**EXECUTIVE HEALTH OFFICER**

Contract examined with the Quotation Tender and the Resolution No. \_\_\_\_\_

Dated \_\_\_\_\_ of the Standing/ Works Committee/ Municipal Commissioner's Sanction No. \_\_\_\_\_ dated \_\_\_\_\_ etc. and found correct.

**EXECUTIVE HEALTH OFFICER**

**N.B.** Rates should be legibly written, Erasures or Correction in figures without bidder's initials, will render the tender liable to rejection. The bidders are also expected to extend the figures in the column of amount to note total on each page and to work out finals at the end of the tender. Any irregularity by on this point may justify the rejection of the tender.

**ANNEXURE – A(a)**  
**IRREVOCABLE UNDERTAKING**  
**(TO BE GIVEN BY BIDDER WITH STAMP DUTY OF RS.500/-)**

1. Shri./Smt/\_\_\_\_\_ aged \_\_\_\_\_ yrs., Indian habitant, Proprietor / Partner / Director of M/s. \_\_\_\_\_ resident at \_\_\_\_\_

\_\_\_\_\_ do Hereby give irrevocable undertaking as under;

A) 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 the benefit of input tax credit shall be mandatory passed onto BMC by way of commensurate reduction in prices.

B) I further say & undertake that I understand that in case the same is not passed on & is discovered at any later stage, BMC 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 the GST Council.

C) I say that above said irrevocable undertaking is binding upon me / my partners / company / other Directors of the company and also upon my / our legal heirs, assignee, executor, administrator, etc.

D) 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 herein above is true and correct to my / our own knowledge and belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted

Explained

and

Identified

by

me.

## ANNEXURE

### **GRIEVANCE READDRESS MECHANISM**

**(To be uploaded in Packet 'A')**

B.M.C. has formed a Grievance Readdress Mechanism for readdress of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, B.M.C. may decide whether the bid process is required to be suspended pending disposal of such review. The B.M.C. after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

B.M.C. shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

Where B.M.C. fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for readdress before the "Internal Procurement Readdress Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal readdress before Readdress Committee shall be accompanied by fee of Rs.25,000/- and fee shall be paid in the form of D.D. in favour of B.M.C.

**1st Appeal by the bidder against the decision of C.E./ HOD/ Dean can be made to concerned DMC/Director who should decide appeal in 7 days.**

**If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.**

Grievance Readdress Committee (GRC) is headed by concerned D.M.C./ Director of particular department for the first appeal/ grievances by the bidder against the decision for responsiveness / non-responsiveness in Packet 'A', Packet 'B' or Packet 'C' and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

**This Grievance Readdress Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs.25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Readdress Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by BMC**

No application shall be maintainable before the readdress committee in regard of any decision of the B.M.C. relating to following issues:

Determination of need of procurement

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

On receipt of recommendation of the Committee, it will communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non- acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Readdress 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



## TECHNICAL SPECIFICATIONS

### Ayurvedic Medicine specification: -

1. After awarding of Bid / Tender should submitted sample of each Medicine with Quality control Report from Government Registered / Recognized Lab/ NABL accredited.
2. FDA registered formulation of each medicine according to Authorized Ayurvedic Medicine Pharmacopoeias.
3. It is mandatory to submit Batch-wise Test report at the time of supply of Medicine
4. Batch No and Expiry date should also be mentioned on Container
5. Transparent & Smooth, Sliding Plunger
6. Manufactured as per ISO 9001:2000 & drugs manufactures license/Import license
7. On supply product should be marked as “Procured by BMC Supply, Not for Sale



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