



निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	2000007829	विभाग/Department	MATERIAL-PURCHASE
क्रय अधिकारी/Purchase Exec.	A K SHUKLA	क्रय अधिकारी/Purchase Exec.	A K SHUKLA
सेवा में /To		दूरभाष सं./Telephone No	23763408
		फैक्स सं./Fax No	23738151
		ई-मेल/E-Mail	akshukla@mazdock.com
		निविदा सं./Tender No	2000007829
		निविदा तिथि/ Tender Date	05.12.2022
		निविदा बंद की तिथि/Tender Closing Date	27.12.2022
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
दूरभाष सं./Telephone		आरएफक्यू सं./RFQ No	2010013282
फैक्स सं./Fax			
ई-मेल/E-Mail			

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		27.12.2022,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		26.04.2023
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बद्ध नियम शर्तों को पढ़ें । सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें ।
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive 's Name , Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,
विषय /SUB:- SUPPLY OF MEDINCINE
माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग - I तकनिकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- EMPANELMENT OF PHARMACY / DISTRIBUTOR सामग्री वर्णन/Material Description :Empanelment of Pharmacy/ Distributor (05Nos.) for supply of medicine to MDL on 'as and when required' basis.	5 Number	25.12.2022

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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The Pharmacy/ Distributor should fulfil following criteria:

- Pharmacy should supply medicine within 4 hours after placement of order by authorised doctor on phone or through E-mail.
- Pharmacy/ Distributor should supply Medicines 24x7(round the clock) even if shop is not officially open for 24 hours.
- Pharmacy/ Distributor should have valid drug licence

Note: If more than 3 incidences of not supplying the medicines within 4 hours are noted, then the order may be cancelled.

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd

"PART-A"**(TENDER ENQUIRY FORM (TEF))**

Mazagon Dock Shipbuilders Limited invites on-line participation from bidders in **Two-Bid System (part- I techno commercial bid & part II price bid)** on our e-procurement portal <https://eprocuremdl.nic.in> from Pharmacies / Distributors for supplying medicines as and when required to MDL Dispensary at Mazagon Dock Shipbuilders Limited Dockyard Road Mumbai-10.

MDL Dispensary requires various medicines in small quantities to cater for immediate needs under welfare scheme. The probable list of the medicines required and indicative annual quantities are enclosed. This tender will be on Annual Rate Contract (ARC) basis for a period of 1 year.

The Tender Enquiry can be downloaded from our website: <https://eprocuremdl.nic.in> / www.mazdock.com (path: Tenders>>Shipbuilding>>Material Purchase>> SB-MP Notification >>) and is also available on Central Public Procurement Portal under tender ID - and Govt. e-Market place.

1. Instructions to the Bidder for online submission of bid through E-Procurement.**A. Official service provider for the website is**

M/s. National Informatics Centre,

E-mail: eproc-support@gov.in

The 24 x 7 Telephonic Help Desk Number 0120-4200462, 0120-4001002

B. Pre-requisites for up-loading the Techno-Commercial Bid

- (i) Compatible computer hardware software set-up to access e-procure website.
- (ii) "Digital Signature Certificate" class III B (DSC) is a must for downloading the tender and uploading the techno commercial offer from our website <http://eprocuremdl.nic.in>
- (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider from any agency like (a) MTNL (b) TCS (c) SIFY.

C. To ensure availability of above prerequisite is bidders responsibility

- (i) It is mandatory to upload the complete techno-commercial offer and the price bid on e-procurement.
- (ii) No part of the bid other than original EMD (if applicable) shall be accepted physically / hard copy outside e-procurement.
- (iii) Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- (iv) In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- (v) Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- (vi) No request / complaint shall be entertained after the due date/time of the tender.
- (vii) Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- (viii) Any problem with regard to uploading of the tender shall be intimated to **M/s. NIC** India at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- (ix) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put

up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant.

It is important to note that the bidders can upload their bids right from the time the tender is available at website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time.

D. Special instructions to Bidders for online bidding:

- (i) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender.
- (ii) Bidders should submit their bid well in advance to avoid last minute frantic calls.
- (iii) Bidders should follow all the instructions enlisted on the front page of e-procure web page.
- (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools.

E. Bidders to participate in on-line bidding

- (i) By registering with above referred portal for User ID and password.
- (ii) By obtaining class III DSC (Digital Signature Certificate) for secured bidding.

NOTE: In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days, the GM (M) be informed and the DSC if not received from the Service Provider three working days in advance, for suitable extension to tender closing date then only the tender due date shall be considered

2. Description of work / The scope of supply:

The OPERATION of the contract would be as follows.

- a) CMO or a doctor authorized by CMO will email or telephonically inform the prescription to the successful bidder(s)
- b) The successful bidder(s) to supply the medicines **at MDL dispensary** within 4 hours from the receipt of email from Medical Department.
- c) The medicines shall accompany tax invoice in triplicate. The tax will be shown in rupees and in %. Separate tax invoice/bill to be for different tax structure. **Each Bill / Invoice must include MRP, discount and Expiry date of the Medicines.**
- d) The entry of medicines will be first made in GRS and then handed over to pharmacy.
- e) The Pharmacy will acknowledge the receipt. The original tax invoice will be returned back to the supplier duly signed and stamped by CMO indicating as "**Original fit for payment**" on original invoice.
- f) The firm would submit the bills once in a month on 30th of every month along with the good receipt challans by GRS through security gate entries to CMO with consolidated invoice list of that month. The bills would be certified by CMO.
- g) MRP of each Medicine along with discount will be verified by CMO prior certification.
- h) After receipt and certification of bills by Medical & OHS the Purchase requisitions will be generated by Medical & OHS
- i) The bills, goods receipt challan and Purchase requisitions will be send to material department by Medical & OHS department. The Material department will generate the Purchase Order and will send the copy of PO, Bills and Challans to GRS to generate GRN.
- j) After generation of GRN, Material department will certify the bills in the system and will forward it to bill passing section for payment.
- k) The delivery during off-office hours to be executed as below.
The vendor representative will make entry of Medicine at CISF gate with help of Medical assistant and deliver the medicine to medical assistant / doctor present in dispensary. The

formalities required for payment purpose will be done by Medical & OHS next day during normal working hours.

- l) Indicative of list of medicines which are to be procured under this contract is placed at [Enclosure-11](#).

SPECIAL INSTRUCTIONS TO BIDDERS: IT IS MANDATORY TO SUBMIT Enclosure "6 & 8" ALONG WITH TECHNO-COMMERCIAL BID.

- a) All bidders including MSE bidders should mandatorily submit the local content declaration certificate as per Enclosure 6 along with their technical offer of Part-I bid. Bidders shall be categorized as "Class-I Local Supplier" or "Class-II Local Supplier" or "Non-local Supplier" based on the local content declared by them in their declaration certificate. Refer tender clause no. 8 for more details.
- b) The Bidder shall submit declaration / certificate as per [Enclosure 8](#) towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Refer tender clause no. 6 for more details.
3. The Offer: The offer must be uploaded in two bid system as appearing online in our E-procurement website. The firm shall indicate a Flat % Discount on MRP for Medicines as follows.

(To be filled online)

Sr. No.	Description	% Discount on MRP
1	Supply of Medicines	

Approximate Amount of cash purchase per year will be Rs 30 lakh

4. Pre-Qualification Criteria & Documents:

- Bidders Company Profile and shop & establishment registration certificate.
- Audited balance sheet, Profit / Loss account for past three year 2018-19, 2019-20 & 2020-21
- Bidders average turnover of last three years should be at least Rs. 9 lakhs.

Note:

- MDL has a right to verify/cause verification of authenticity of above related documents whenever felt necessary. MDL reserves the right to ask for Hard copies. Bidders registered with Mazagon Dock Shipbuilders Limited should furnish copy of valid registration certificate.
- Bidders should upload the scanned image of above documents along with their Techno-commercial offer in e-Part-I bid and based on these documents their technical offer will be evaluated for technical scrutiny & acceptance.

5. Earnest Money Deposit (EMD) / BID BOND: NA

- 6. Validity Period:** Bids / Offers shall have the validity period of **120 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non acceptance thereafter shall be rejected by MDL as non-responsive.

7. On line Submission of bids in Two-Bid System:

Offer must be uploaded in two parts through e-tendering system. Bidders are requested to log on to our e-procurement portal "<https://eproceduremdl.nic.in>" for on-line submission of bids against above tender

Part-I Techno Commercial Bid shall contain the technical details, commercial terms/conditions of supply(without mentioning price), Un-priced format stating "Quoted"

or "Not Quoted" or "NOT Applicable" BUT WITHOUT MENTIONING PRICES against each item of price format/Rate sheet, Acceptance forms for Tender Enquiry Form(TEF), General Terms & Conditions(GT&C) and Standard Terms & Conditions(STACS), with details of deviations on technical/commercial terms if any, EMD in appropriate mode and other requirements specified in Tender document with proper authorization. Firm should upload their technical offer detailing complete Technical Specification as relevant in Part-I of e-tender in pdf format against our Tender Technical Specifications & acceptance to deliver the services as per scope of work

Part-I Bid: Following should be uploaded

- i. Acceptance on clauses of Tender Enquiry (TEF) GT&C, STAC in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
- ii. Blank Rate Schedule Format clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format. Please mention applicable taxes in percentage. The applicable taxes to be indicated in %.
- iii. Deviation Sheet in case of any deviations from Terms, Conditions & Technical requirements specified in the Tender Enquiry (TEF), STACs and GT&C.
- iv. Scan copy of Valid drug license issue by FDA (Form 20, 20-B, 21, 21-B and/or 21-C)
- v. Shop and establishment certificate.
- vi. Profit and loss account statement and Balance sheet of last three financial years.
- vii. Scan copy of valid Bank details for payment by RTGS/NEFT/ in the format enclosed (New bidders only).
- viii. Confirmation of **GeM seller ID** on company letter head.
- ix. **Duly filled declaration / certificate as per Enclosure-8 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**
- x. Scanned image of PAN card shall be uploaded.

Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids.

Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.

Part-II Bid: A standard BOQ (Rate Sheet) format has been provided with the tender document to be filled by all the bidders for tendered item. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. Please refer replica of rate sheet at **Enclosure-1** for reference only.

8. Make in India Clause.

PURCHASE PREFERENCE UNDER MAKE IN INDIA POLICY OF GOI:

As per revised Public Procurement order Ref No. P-45021/2/2017-PP (BE-II) Dtd.04.06.2020 issued by Govt of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner.

(a) The terminology / **definitions** are as below:

- (i) "**Local content**" means the amount of value added in India which shall be the total value of item/s (goods, services or works or their combination) being procured (excluding net domestic indirect taxes) in this tender minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (ii) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

- (iii) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- (iv) "Non - Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- (v) "L1" bid means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation. MDL reserves right to negotiate with evaluated L1 bidders on the quoted prices as the need be.
- (vi) "**Margin of Purchase Preference**" means the maximum extent to which the price quoted by "Class-I Local Supplier" may be above the evaluated L1 (non-negotiated price) for the purpose of considering them for purchase preference. The margin of purchase preference for the present tender is 20%.
- (vii) "Works" means all works as per Rule 130 of GFR-2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.
- (viii) "Services" includes System Integrator (SI) contracts among other services.

(b) **Minimum local content:** The minimum local content in the scope as per offer is to be more than 20% as stated in the body of this tender for the present tender for a bidder to be considered for evaluation.

Note: The local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

(c) **Eligibility: Only Class-I Local Suppliers & Class-II Local Suppliers are eligible to bid.**

(d) **Local Content Declaration by Local Supplier:**

- (i) All bidders including MSE bidders should mandatorily submit the local content declaration certificate as per **Enclosure 6 mandatorily in technical offer-Part-I bid**. Bidders should declare that percentage of local content for each item and service offered by the bidders. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Bidders shall declare the details of the location(s) at which the local value addition is made. Bidders shall give the price break-up in percentage for "Local Component" and "Foreign / Imported Component". Local content declaration shall be Self-certification as per Enclosure 6 , by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.
- (ii) Bidders shall be categorised as "Class-I Local Supplier" or "Class-II Local Supplier" or "Non - Local Supplier" based on the local content declared by them in their declaration certificate. Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (iii) On opening of the price bids, if it is identified that there is difference in local content declaration made in bid & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e only on the quoted price without any loading) then such offer shall be disqualified on non-receipt of clarification by stipulated time or unsatisfactory clarification and offer shall not be considered for ranking purpose. The bidders would be treated / considered as given false declaration and necessary action for debarment shall be initiated.
- (iv) "Non - Local Supplier" (local content less than or equal to 20%) shall be categorically rejected except in case of Global Tender.
- (v) Bidders not submitting the declaration certificate or not indicating / declaring / specifying the local content percentage in the declaration certificate or Bidder submitting Incomplete declaration certificate or declaration not certified by appropriate authority as per tender or Bidders submitting Erroneous or ambiguous or blank declaration of local content shall be liable for rejection.

Note:

Once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so

would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.

(e) **Preference between Class-I Local Supplier and MSE Bidder: { This clause is applicable only if line items are separable and MSE preference clause is also applicable }**

(i) Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017.

(ii) Between the MSE and Class I Local Supplier, the MSE bidder will be given preference to match with L1 bidder as per Public Procurement Policy for MSEs Order 2012. MSE vendor will be considered with L1+15% as per Public Procurement Policy for MSEs Order 2012 and Class I Local Supplier will be considered with L1+20% as per Public Procurement (Preference to Make in India) Order 2017.

(iii) MSE bidders shall seek benefit of either Public Procurement Policy for MSEs – Order 2012 or Public Procurement Preference to Make in India – Order 2017 and cannot seek benefit under both. Such bidders should categorically seek benefits of only one policy which, once declared in the Enclosure 6 referred above while submitting the bid, cannot be modified subsequently.

(f) **Preference to Local Supplier:** The following procedure will be adopted for deciding on preference to Class-I Local Supplier / MSE Manufacturers:

Where Eligibility to bid is Both Class I & Class II Supplier and Divisible tender:

i) Among all qualified bids, the lowest evaluated bid will be termed as L1 and if L1 is "Class-I Local Supplier", the contract for the 75% quantity will be awarded to L1 and the balance 25% shall be offered to MSE manufacturers eligible for PP under PPP MSE Order 2012 (ie techno-commercially accepted MSEs within evaluated L1+15%) for matching L1 price (negotiated price, if negotiation was conducted). If MSEs not matching the L1 price (negotiated price, if negotiation was conducted), then this 25% shall also be awarded to L1 "Class-I Local Supplier".

ii) If L1 is not a "Class-I Local Supplier", then 50% of the order quantity shall be awarded to L1 bidder.

iii) Thereafter, first MSEs eligible for PP under PPP MSE Order 2012 (ie techno-commercially accepted MSEs within evaluated L1+15%) will be invited to match the L1 price (negotiated price, if negotiation was conducted) for the supply of 25% of tendered requirement. If more than one MSEs fall under such criteria, then this 25% shall be distributed proportionally amongst such MSE bidders matching the price L1 price (negotiated price, if negotiation was conducted). 3% & 4% out of 25% respectively will be awarded to MSEs owned by women entrepreneurs & MSEs owned by SC / STs & under the above criteria for reservation of quantity for award to MSE manufacturers subject to matching the price L1 price (negotiated price, if negotiation was conducted).

iv) Thereafter, the lowest bidder among the "Class-I Local Suppliers" whose price falls within the margin of purchase preference (within evaluated L1+20%) will be invited to match the L1 price (negotiated price, if negotiation was conducted) for the quantity remaining and contract for that quantity shall be awarded to such "Class-I Local Supplier" subject to matching the L1 price. In case such lowest eligible "Class-I Local Supplier" fails to match the L1 price or accepts less than the offered quantity, the next higher "Class-I Local Supplier" within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.

v) In case quantity is still left unordered after giving Purchase Preference to MSE manufacturers and "Class-I Local Suppliers", then such balance quantity will also be ordered on the L1 bidder.

(g) **Documentation on completion of contract or PO:**

(i) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (**Enclosure 7**) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

(ii) Supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained by the Supplier for a period of seven

years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

(h) Reciprocity Clause:

(i) Entities of countries which have been identified by the nodal Ministry / Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

(ii) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time

(i) Manufacture under license / technology collaboration agreements with phased Indigenization: If the concerned nodal ministry has notified an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender, then foreign companies may enter into a joint venture with an Indian company to participate in the tenders whose tender value is above the threshold value and that Such joint ventures are exempted from meeting the stipulated minimum local content requirement in such tenders, which shall be increased in a phased manner.

(j) **Debarment of bidders / suppliers**

(i) False Declaration: False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law

(ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

(k) **Complaints / Grievance**: Any complaints / grievances relating to implementation of this order shall be taken up by Public Grievance Cell of MDL headed by ED(EY). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. Verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. The fee shall be deposited in MDL's Account by NEFT. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry shall be borne by the complainant and paid by the complainant before referring the matter. The bank account details of MDL are as follows:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054

9. Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

GoI vide Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.

- A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per Enclosure 8 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs
- B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial

owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

D) "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

10. Bid Rejection Criteria:

- 8.1 The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening.
- 8.1.1 Bids received other than through e-portal.
- 8.1.2 Pharmacy/distributor not ready to supply medicines 24 x 7-round the clock.
(Note - Pharmacy/Distributor should supply Medicines 24 x 7 (round the clock) even if shop is not officially open for 24 hours.)
- 8.1.3 Pharmacy who are not ready to supply medicine within 4 hours after placement of order by authorized doctor of MDL on phone or through E-mail.
- 8.1.4 Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- 8.1.5 Bids received after tender closing date time.
- 8.2 For the following conditions (other than non-negotiable conditions indicated at 7.1), equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:
- 8.2.1 Bidder's failure to submit sufficient or complete details within the specified period for evaluation of the bids.
- 8.2.2 Validity period indicated by bidders is shorter than that specified in the tender enquiry, at the discretion of MDL.
- 8.2.3 Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
- 8.2.4 Bidder's failure to submit the Valid drug license issue by FDA (Form 20, 20-B, 21, 21-B and/or 21-C).
- 8.2.5 Bidder's failure to submit shop and establishment certificate.
- 8.2.6 Bidder's failure to submit GST no and GST certificate.
- 8.2.7 Non-submission of Compliance Certificate (as per **Enclosure-8**) w.r.t Land Boarder Clause as per the enclosed format. (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).
- 8.2.8 Bidder not accepting for submission of **Enclosure 7**
- 8.2.9 Bidder not submitting profit and loss account statement and Balance sheet of last three years.
- 8.2.10 Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- 8.2.11 Bidders not submitting the declaration certificate (Enclosure 6) or not indicating / declaring / specifying the local content percentage and location of value addition in the declaration certificate.
- 8.2.12 Bidders selecting both policies for purchase preference in the declaration certificate (**Enclosure 6**)
- 8.2.13 Bidder submitting Incomplete declaration certificate or declaration (Enclosure 6) not certified by appropriate authority as per tender.
- 8.2.14 Non submission of **Unique GeM seller ID** by bidder within reasonable time post opening of tender but before price bid opening.

Note:

Requirement of GeM seller ID: According to Ministry of Finance vide Office Memorandum OM No.F.6/9/2020-PPD dated 24 Aug 2020, It is Mandatory for Suppliers providing goods and services to Central Government Organizations (including MDL) to be registered on GeM and obtain a Unique GeM Seller ID at the time of placement of Order / acceptance of Contract. Hence all the bidders are exhorted to get registered on GeM platform and furnish their Unique GeM Seller ID while submitting their bids. Bidders not furnishing Unique GeM Seller ID shall be liable for rejection as per tender clause no 8.B (xvii)

- 11. Ranking bids and Determination of L-1 Bidder:** Ranking of Price bids shall be done on the basis as stated below. **Total approximate cash purchase per year will be Rs. 30 lakh.**

Sr. No.	Description	% Discount on MRP
1	Medicines	

The firm which offers maximum discount on medicines will be considered as L1.

Out of total expenditure 33 % order will be given to L1 bidder, 27 % order will be given to L2 bidder, 20 % order will be given to L3 bidder, 13 % order will be given to L4 bidder and 7 % order will be given to L5 bidder.

However, L2, L3, L4 & L5 bidder has to match the discount given by L1 bidder.

If L2/L3/L4&L5 bidder will not match the discount given by L1 bidder, then that bidders share will be given to L1 bidder.

In case if out of L1, L2, L3, L4 and L5 bidders quotes same discount then their % share will be equally distributed to them who has quoted same discount.

If in case, 5 offers will not be received / 5 bidders will not be qualified then % share of bidder/bidders shall be distributed proportionately to bidders who have quoted / qualified in the tender.

Note: MDL reserve the right to award the contracts to five or less than five pharmacies.

- 12. Delivery Period:** The items to be door delivered to MDL Dispensary. Medicine to be delivered on same day within 4 hours.

During execution of contract, if more than 3 incidences of not supplying the medicines within 4 hours are noted, then the awarded contract may be cancelled.

- 13. Shelf Life:** The supplied medicine shall have minimum shelf life of 12 months.

- 14. Submission of Bills and Terms of Payment:** The firm shall submit the bill duly certified by CMO once in a month. The payment will be made through NEFT/RTGS within 15 to 20 days.

- 15. Security deposit:**

Successful bidders shall have to submit Security Deposit for an amount of **3% of contract value** excluding taxes, duties, freight etc. payable in Indian Rupees (in case of indigenous suppliers) electronically through NEFT / RTGS or in the form of Bank Guarantee from list of approved banks by SBI / Canara which is uploaded on MDL website within 25 days from the date of contract, valid till 1 years from contract date + 4 weeks or through online portal given on MDL website "www.mazdock.in". No interest will be paid on Security Deposit. In case of PSU Company, indemnity Bond in lieu of BG for SD is acceptable. BG format is enclosed at Enclosure-12.

The bank details of MDL are as follows:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J
MDL GST NO	27AAACM8029J1ZA

Please note that MDL does not extend any concession such as exemption in payment of Security Deposit etc. to any organization irrespective of their status, like registration with MDL, NSIC, SSI, MSME etc. Security Deposit will be applicable for all successful bidders. PSU can submit Indemnity Bond in lieu of Security Deposit.

For delayed period of submission of SD beyond 25 days from date of order, the amount of interest towards delayed period of submission of security deposit will be deducted. The rate of interest shall be as decided by competent authority in MDL which is generally SBIAR + 2 %.

In case of Bank Guarantee, it shall be sent to MDL directly by issuing bank under registered post (AD).

In case of failure to submit security deposit within 25 days from the date of placement of Contract / order, EMD submitted will be encashed and risk purchase clause would be invoked. The Security Deposit will be returned only after successful execution of the order and shall be interest free. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.

If there is inordinate delay in submission of SD, MDL shall have right to cancel the order at the risk & cost which may also result in issuing tender holiday.

Note: Bidders can submit Security Deposit through online portal given on our website www.mazagondock.in.

16. Taxes and Compliance of GST: The Item Wise Rates quoted in the Rate Sheet should exclude GST. Bidder should indicate Taxes as applicable separately in the rate schedule/ Price Format sheet, which will be paid extra based on tax invoice to the extent applicable.

- i) Only those bidders who indicate the taxes and duties separately as above shall be entitled for consideration of change in the corresponding rates in case of variation in the statutory levies.
- ii) Wherever all-inclusive prices are quoted by the bidders without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- iii) Successful bidder/s will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule if there is delay in supply / completion attributed to CHA. However, if there is a decrease in taxes, the same must be passed on to MDL.

GST Compliance:

16.1 GST as per GST Laws shall be payable extra as quoted and agreed.

- 16.2 In case of purchases of goods/services from unregistered dealers under GST laws, GST will be paid by MDL under reverse charge mechanism.
- 16.3 Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti -profiteering clause' under GST Law. Such declaration be given in technical bid.
- 16.4 If the vendor is registered under GST, vendor shall mention the HSN code for goods&/or \services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN code for goods&/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods&/or services specified by supplier/contractor. Supplier/contractor shall pay penalty and/or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to error by vendors at any stage. MDL reserve right to recover any such interest, penalty or loss from any amount due to supplier /contractor or vendor shall reimburse /make good such loss within 15 days after intimation by MDL or otherwise.
- 16.5 In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed /denied to MDL/reversed subsequently as per GST Laws due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filling of returns or any other reasons not attributable to MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the shortcoming is not rectified by supplier/contractor and MDL ends up in reversal of credits and/or payments, supplier/contractor is fully liable for making good all the loss incurred by MDL. MDL reserve right to recover any interest, penalty or loss from any amount due to supplier/contractor or otherwise.
- 16.6 If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state /at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- 16.7 If the vendor is registered under GST , vendor shall ensure timely submission of invoice as per the provisions/requirements/timeline promulgated by GOI in relation to GST Laws with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e 27AAACM8029J1ZA) , GST tax rate separately, HSN code wise goods or services , Place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
- 16.8 If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filling will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and/or uploading of monthly returns by supplier /contractors, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

- 16.9 The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidder must clearly mention the applicable taxes & duties . The item-wise rates (i.e Basic+P&F+F&I) quoted in the rate sheet should exclude taxes & duties. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item(i.e Basic +P&F +F&I).
- 16.10 If the GST rating of supplier /contractor on GST portal / Govt. website is found to be negative / blacklisted then MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by MDL. Further, MDL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
- 16.11 If the vendor is registered under GST, vendor shall be responsible for financial and non- financial consequences in case of non- compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the vendor at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.
The applicable taxes shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet. Wherever all-inclusive prices are quoted by the bidder(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.
Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- 16.12 If the vender changes his registration status from composition dealer to normal registered dealer under GST law, the vender has to inform MDL immediately.

Note:

- (i) Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.
- (ii) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- 17. Public Grievance Cell:** A Public Grievance Cell headed by Shri R R Kumar, GM (Tech) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 or send their complaints / grievances to him in writing for redressal. His telephone no. is 022-23763512 / 23723426. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which support to impose any conditions at variances with the tender terms/ final negotiated & accepted terms.
- 18.** MDL reserves the right to order 50% more than the total value and also reserves right to order more/less against each item within the validity period/ total value of the contract.
- 19. Contract Period:** Contract period will be for **One Year (12 Months)**. Extendable for further period of 6 months at the discretion of MDL at the same rates, terms & conditions subject to satisfactory performance of the supplier.

- 20. MDL** reserve the right to terminate this rate contract at any time during its tenure without giving any notice and without assigning any reason whatsoever.
- 21. Option Clause:** MDL retains the right to place orders for additional amount up to a maximum of 50% of the originally contracted amount at the same discount. Such an option shall be available during the original period of contract. Option amount during extended Delivery period is limited to 50% of balance amount after original delivery period.
- 22.** MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you. Further MDL also reserves the right to consider placement of Order, in part or in full, against the tendered quantity/amount.
- 23. Payment terms:**
- a. 100% within 15 - 20 days of receipt of bills. The date of receipt of bills will be considered as start date for releasing payment.
 - b. Payment for the value of supplies, as reduced by any deductibles, if any and after including taxes, duties, service tax etc. shall be made through RTGS /NEFT between 15 to 20 days after receipt of bills as per the ordered terms against submission of documents. Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account no in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry
 - c. Payment shall be made as per actual quantity received and accepted. The bills to be addressed to DGM (C-MP) and should be forwarded / submitted to Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai - 400010.
 - d. **MSME vendor Payment through TReDS:**
 "In order to address the financial needs of MSE firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
 - i. MDL is registered on the "Invoicemart" TReDS platform and and M1xchange of M/s Mynd Solutions Pvt Ltd.

 MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 - "Invoicemart" TReDS platform or by registering on it.
 Contact details at "Invoicemart" TReDS platform are as below:
 022 6235 7373 and a new mail id service@invoicemart.com.
 - "M1xchange" TReDS platform or by registering on it.
 Contact details at "M1xchange" TReDS platform are as below:
 +91 9920455374 MsAshwathi Jayandran email id ashwathi.jayandran@m1xchange.com
 +91 8839915724 Ms Prinyaka Shah email id prinyaka.shah@m1xchange.com
 - ii. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through "Invoicemart" / "M1xchange" TReDS platform, shall submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment as per vendor submitted TReDS details on "Invoicemart" / "M1xchange" TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract.

Note:

- e. Format for the **declaration for TDS** has to be submitted as per Enclosure-10 annually after the award of the contract.
- f. **E-Invoice as per Rule 48(4) of GST Act:**

Vendors shall submit E-invoice if they fall under the category of registered persons notified under Rule 48(4) of GST Act. Vendors who do not submit E-invoice shall submit declaration that "We do not fall under the category of registered persons notified under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs.50 Crs as per GST Act".

- 24. Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

25. Breach of Obligation Clause with respect to Bid Submitted:

In case of breach of any obligation mentioned under, the bidder shall be disqualified /debarred from the bidding process for a period of one year from the date of notification,

- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity

- 26.** For any query please contact Shri A K Shukla CM(C-MP) at Phone No: 23763254 or Mrs Vaishali Gharat DGM(C-MP) at Phone No: 23763250

Yours faithfully,
For **MAZAGON DOCK SHIPBUILDERS LIMITED,**

A K Shukla
CM(C-MP)

Enclosure	1	Rate Schedule Format
Enclosure	2	RGTS/NEFT Format (Only to be uploaded if quoting for the first time to MDL)
Enclosure	3	General Terms & Conditions (GT&C)
Enclosure	4	Standard Terms & Conditions (STACS)
Enclosure	5	Bid security Declaration Format.
Enclosure	6	Declaration certificate for Local content.
Enclosure	7	Actual Local Content certificate
Enclosure	8	Declaration of compliance of order.
Enclosure	9	Security Deposit Bank Guarantee Format.
Enclosure	10	TDS declaration format.
Enclosure	11	Indicative List of Medicines Proposed to be Purchased Under this tender.

ILLUSTRATIVE RATE SCHEDULE FORMAT
(To be filled online)

Sr. No.	Description	% Discount on MRP
1	Supply of Medicines	

RTGS/NEFT – MANDATE AUTHORITY FORM
(ILLUSTRATIVE FORMAT)

1. Supplier's / Vendor's Name:

Grid for Supplier's / Vendor's Name with 24 columns.

2. Supplier's / Vendor's Name as per Bank Records:

Grid for Supplier's / Vendor's Name as per Bank Records with 24 columns.

3. A. Supplier's Code

Grid for Supplier's Code with 7 columns.

B. Supplier's PAN Number : #

Grid for Supplier's PAN Number with 11 columns.

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill-up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Table for postal address with columns for Door No., Location, City, Street, District, State, and PIN.

5. Supplier's / Vendor's E-mail ID:

Grid for E-mail ID with 26 columns.

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

Grid for telephone numbers with 20 columns, including a column for 'M' for mobile.

7. Name of the Bank:

Grid for Name of the Bank with 20 columns.

8. Bank (Branch) Postal Address:

Grid for Bank (Branch) Postal Address with 24 columns.

9. RTGS*/NEFT** - Code of the Branch:

Table for RTGS and NEFT codes with 24 columns for each.

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer". These "IFSC" Codes are unique numbers of each Branch - "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Table for Nature of the Account with columns for Saving Bank Account, Cash Credit Account, and Current Account.

11. Bank Account Number of the Supplier: ©

Grid for Bank Account Number with 24 columns.

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

Date: Supplier's Seal: Authorized Signature of the Supplier:

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Tender no 2000007829

Date: _____ Bank's Stamp
Officer of the Bank.

Date : 05.12.2022
Authorized Signature of the

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES**A10. BLANK****A20. SECURITY DEPOSIT.**

A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favor of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

A30. FORFEITURE OF EMD / BID BOND.

A31. In cases of withdrawal of bid during validity period or during any extension granted thereof, non-acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

A40. FORFEITURE OF SECURITY DEPOSIT.

A41. Non-performance of agreed terms and or default/rupture by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

A50. FORFEITURE OF PERFORMANCE GUARANTEE

A51. In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.

A60. SUPPLIES

A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

A70. PROGRESS REPORTING & MONITORING

A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

A80. Cancellation of Order

A81. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/Supplier/Contractor at his cost.

A82. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.

A83. In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

A90. PRESERVATION AND MAINTENANCE

- A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.
- A92. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.
- A93. The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents.

A100. FREIGHT AND INSURANCE.

- A101. For Indigenous Bidders. In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor.

In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with despatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

- A102. For Foreign Bidders.

For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance

Company & Purchaser on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES.

- A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defense Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income Tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Limited' only. Similarly, where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Limited' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the

ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

A120. DEMURRAGE

A121 Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper dispatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

A130. INSPECTION, TESTING.

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A132 The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

A133. The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

A140.RECEIPT INSPECTION BY MDL.

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

A150 REJECTION OF MATERIALS.

A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Supplier / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose of the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

A161. Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor 's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the

equipment without any extra cost to the Purchaser under Purchaser's prior consent.

- A162. If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.
- A163. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.
- A164. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.
- A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decide to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

A170 PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.

- 171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to and or award the contract / order in full or part to more than one Supplier / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

A180. # BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL

- A181. The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.

A190 Bidder's RESPONSE IN CASE OF NO PARTICIPATION

- A191 The Sub-contractor / Supplier / Supplier shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Supplier to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers.

A200. # FACILITY PROVISION (Applicable only for Services)

- A201. The Purchaser would consider providing facilities like - compressed air at one point, carnage facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc. for power, connecting lines, storage etc. for water and necessary fittings, pipes, breaker, hoses etc. for compressed air.

STANDARD TERMS AND CONDITIONS (STACS)
(FOR PURCHASE OF ITEMS)

- 101.** The word '**Purchaser**' refers to MAZAGON DOCK LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
- 102.** The word '**Bidder/Supplier/Contractor**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
- 103.** The word '**Owner**' means the person or authority with whom Mazagon Dock Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the **Bidder/Supplier/Contractor** under this contract for supply or manufacture of certain items and would include Department of Defense Production, Ministry of Defense, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

120 GENERAL

121. UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.

200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION

201. Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same, which the Purchaser has used, in the tender enquiry.

210. PURCHASER'S PROPERTY.

211. All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
212. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

220. RISK PURCHASE

221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.

230. RECOVERY-ADJUSTMENT PROVISIONS:

231. Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the

Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

240. ADDITIONAL BANK GUARANTEE

241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

250. INDEMNIFICATION

251. The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

261. The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

270. SUBCONTRACT & RIGHT OF PURCHASER

271. The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

280. PATENT RIGHTS.

281. The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

290. AGENTS/AGENCY COMMISSION:

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.
302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

311. It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

320. EXPORT LICENCE

321. The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time & cost implications on the Purchaser.

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

331. The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

341. MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

350. ARBITRATION

351. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL may prefer to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/Indian Merchant Chambers (IMC), in which case appointment of separate arbitrator by both sides and then appointment of third arbitrator will not be required.

352. In case of unresolved difference / dispute between Purchaser and Supplier, Purchaser being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines.

360. JURISDICTION OF COURTS

361. All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

DECLARATION CERTIFICATE FOR LOCAL CONTENT

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No.

ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names), do hereby declare, in my capacity as of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at **clause 3** of revised Public Procurement (preference to Make in India) Order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs -Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options

will be treated as ambiguous and will result in rejection of bid)

(e) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in **Clause 3** of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

ACTUAL LOCAL CONTENT CERTIFICATE

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF CONTRACT No./ PO

No......

ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of
bidder entity), that:

(a) The facts contained herein are within my own personal knowledge.

(b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

(c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names),
do hereby declare, in my capacity as
of M/s
.....(name
of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s(name of bidder entity) ***is not from such a country or, is from such a country (strike out whichever is not applicable)***, has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE:

Seal / Stamp of Bidder

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT (ILLUSTRATIVE FORMAT)
(On Non-Judicial stamp paper of value Rs. 100)**

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers

..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfilment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, Bank further agree that the Purchaser shall be sole judge whether the said contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

3. We, Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + -- weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on

this..... day of
For Bank

(by its constituted attorney)
(Signature of a person authorised
to sign on behalf of "the Bank")

COMPANY NAME on letter Head

Date:-

TO WHOMSOEVER IT MAY CONCERN

Subject: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961.

1. We, _____ (company name), registered office at _____ having Permanent Account number (PAN) _____, Tax Deduction Account number (TAN) _____, hereby confirm that, we have duly filed the Income-tax Returns for the following Financial Years within the time limit of filing of Return u/s 139(1) of the Income tax Act, 1961.

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for AY 2019-20 (FY 2018-19)	(Data to be filled by company)
2	ITR filed for AY 2020-21 (FY 2019-20)	(Data to be filled by company)

2. We understand that Tax is to be deducted at source as per provisions of Chapter XVIIIB of the Income Tax Act, 1961 at higher of the following rates, if the Return of Income is not filed during any of these preceding financial years: -

- (a) at twice the rate specified in the relevant provision of the Act; or
- (b) at twice the rate or rates in force; or
- (c) at the rate of 5 percent

3. Total sales which will be made by _____ (company name) during the FY 2021-22 is exceeding / not exceeding (strike whichever is not applicable) Rs 50 lakhs.

4. We do hereby declare that to the best of our knowledge and belief what is stated above is correct, complete and is truly stated. In case the declaration founds incorrect / incomplete / untrue, we undertake to fully indemnify you on account of any additional tax liability, interest or penalty imposed / levied / recovered from you by the Income Tax Authorities.

Signature & Stamp of Authorised representative of Company

Indicative List of Medicines Proposed to be Purchased Under this tender.

Note: The list is indicative only. MDL may at its discretion add, change, substitute or ask for an equivalent. The firm should be ready for supplying the same.

<u>ANNEXURE A: Material Description- Tentative Surgical Items</u>	
1	ADHESIVE TAPE (2.5CMX5M)
2	ADHESIVE TAPE (5CMX5M)
3	COTTON TRIANGULAR BANDAGE(90 CM X 90 CM X120 CM)
4	DYNACREPE (10CMX4M)
5	DYNACREPE (8CMX4M)
6	DETTOL LIQ.(500ML)
7	COTTAN GAUZE ROLL BANDAGES (7.5 CMX 3M)
8	COTTAN GAUZE ROLL BANDAGE (5CMX3M)
9	ABSORBANT GAUZE (45CMX18M)
10	SOFTTOUCH STERILE SWAB (5CMX5CMX8PLYX5NOS)
11	ABSORBENT COTTON WOOL 300 GM

<u>ANNEXURE B: Tentative Medical Items- Material Description</u>	
1	TAB DOMPERIDONE 10 MG
2	TAB METRONIDAZOLE(400 MG)
3	ORAL REHYDRATION POWDER
4	CAP OMEPRAZOLE (20MG)
5	TAB RANITIDINE (150MG)
6	TAB RABEPRAZOLE 20 MG
7	TAB PANTOPRAZOLE 40 MG
8	TAB PANTOPRAZOLE 40 MG +TAB DOMPERIDON 10 MG
9	TAB ONDANSETRON 4 MG
10	TAB ATENOLOL (50 MG)
11	TAB CLOPIDOGREL 75 MG
12	TAB ATORVASTATIN (10MG)
13	TAB METOPROLOL 50 MG EXTENDED REELEASE
14	TAB NIFEDIPINE RETARD 20MG
15	TAB TELMISARTAN 40 MG
16	TAB LOSAR -H
17	TAB VALSARTAN 80 MG
18	TAB ATORVAS -EZ
19	TAB OLMESARTAN MEDOXOMIL 40 MG
20	TAB ALPRAZOLAM 0.25 MG
21	TAB RAMIPRIL 5 MG
22	TAB LOSARTAN 50 MG
23	TAB AMLODEPINE 5 MG
24	TAB ENALAPRIL MALEATE 5 MG
25	TAB LISINOPRIL 5 MG
26	TAB RAMIPRIL2.5 MG MG
27	TAB ISOSORBIDE- 5- MONONITRATE (20MG)
28	TAB FRUSEMIDE (40MG) (PPP)

29	TAB PHENYTOINE SODIUM 100 MG
30	TAB CARBAMAZEPINE 200 MG
31	SALBUTAMOL INHALER MDI (100 MCG/PUFF)
32	TAB CETIRIZINE (10MG)
33	TAB CHLORZOXAZONE 250 MG+ DICLOFENAC 50 MG + PARACETAMOL 325 MG
34	CIPROFLOXACIN EYE/EAR DROP (10 ML)
35	OFLOXACIN 0.3% EYE DROPS
36	GENTAMYCINE EYE/EAR DROP (0.3%) 5 ML
37	OINT. SILVERSULPHADIAZINE 1% (20 gm)
38	TAB IBUGESIC 400 MG
39	TAB ACECLOFENAC SODIUM 200MG SR
40	TAB ACECLOFENAC, 100 MG + CHLORZOXAZONE 250 MG + PARACETAMOL 325 MG
41	TAB PARACETAMOL 500 MG
42	ACEROC-P TABLETS
43	TAB SERRATIOPEPTIDASE 10 MG
44	DICYCLOMINE HCL 20 MG,PARACETAMOL 500 MG
45	TAB DICLOFENAC SODIUM 50 MG
46	TAB DICLOFENAC 50 MG+ SERRATIOPEPTODASE 10 MG
47	TAB DICLOFENAC 50 MG,SERRATIOPEPTIDASE
48	TAB IBUPROFEN 400 MG +PARACETAMOL 325 MG
49	TAB PARACETAMOL 650 MG
50	INJ HUMAN INSULLIN MIXTARD 30/70
51	TAB ACARBOSE (50MG)
52	TAB METFORMIN (500MG)
53	TAB VOGLIBOSE 0.3mg
54	TAB GLIMEPIRIDE(2 MG)
55	TAB GLIBINCLAMIDE 5 MG
56	TAB ROZUVASTATIN 10 MG
57	TAB METFORMIN SR 500 MG
58	TAB PIOGLITAZONE (15MG)
59	TAB VIT C – 500 MG
60	TAB DIETHYL CARBAMAZINE (100MG)
61	ELEMENTAL CALCIUM
62	TAB PREGABALIN 75MG
63	CAP VIT E 400MG
64	TAB. CEFIXIME 200 MG
65	TAB DOXYCYCLIN 100 MG
66	TAB NORFLOXACIN (400MG)
67	TAB LEVOFLOXACIN 500 MG
68	TAB NORFLOXACIN (400MG) + TINIDAZOLE 600 MG
69	TAB AZITHROMYCIN 500 MG
70	TAB CIPROFLOXACIN 500 MG
71	CAP AMOXYCILLIN (250MG)
72	AMOXYCILLIN 500 MG, CLAVULANIC ACID 125
73	TAB ROXITHROMYCIN 150 MG
74	TETANUS TOXOID (0.5ML)
75	TAB FLUCANAZOLE (150MG)

76	TAB ALBENDAZOLE (400MG)
77	SYP AMOXYCILLIN (125MG/5ML)30ML
78	SYP PARACETAMOL 125MG/5ML PPP
79	SYP CETRIZINE (5MG/5ML)-30ML
80	SYP DOMPERIDONE 1MG/ML - 30ML PACK
81	SYP FLAGYL F 60 ml.
82	INJ DIAZEPAM 2CC
83	TAB FOXSTAT 80 MG
84	TAB TELMISARTAN 40 MG AND HYDROCHLORTHAIZIDE 12.5 MG
85	TAB ATORVASTATIN 40 MG
86	TAB CLOPIDOGREL 75 MG AND ASPIRIN 75
87	ECOSPRIN GOLD 20MG (asprin 75mg +clopidogrel 75mg + atorvastatin 20mg)
88	VILDAGLIPTIN 50MG + METFORMIN 500MG
89	ATORVASTAIN 10 MG + ASPIRIN 75 MG
90	CLINIDIPIN 20MG
91	TENELIGLIPTIN 20MG
92	AMLOPIN 5MG + ATENOLOL 50MG
93	INDAPAMIDE SUSTAINED RELEASE
94	FEBUXOSTAT 40 MG
95	METFORMIN HYDROCHLORIDE 500MG (SR),GLIMEPRIDE 2 MG, VOGLIBOSE 0.2 MG
96	PROPRANOLOL HYDROCHLORIDE LONG ACTING 40 MG
97	OLMESARTAN MEDOXOMIL 20 MG&HYDROCHLOROTHIAZIDE 12.5 MG
98	TAB GLICLAZIDE 60 MG
99	ASPIRIN 150 MG+ ATORVASTATIN 10 MG
100	ELECTRAL 21.80 GM
101	SYP CITAL 100 ML
102	PILEX TABLETS (60 TABLET / BOTTLE)
103	TAB LOMOFEN
104	TAB AVOMINE
105	SYP DUOLAXIN (180 ML)
106	RELCER GEL (180 ML)
107	GASTRACID LIQUID (200 ML)
108	SYP CARMICIDE 100 ML
109	TAB DIGENE
110	TAB GELUSIL MPS
111	TAB ECOSPRIN 150 MG
112	TAB KASHO
113	SYP. COFAID 200 ML.
114	SYP ZENDRYL 100 ML
115	TAB REM-CC
116	TAB AVIL (25MG)
117	TAB FRUTIMOL
118	SYP COUGHOREX (100 ML)
119	CAP. KARVOL PLUS
120	SYP LOTUSS- 100 ML

121	SYP GRILINCTUS-BM - 100 ML
122	TAB. COLDGUARD - EISEN
123	TAB DERIPHYLLIN (100MG)
124	TAB DERIPHYLLIN RETARD (300MG)
125	SYP GRILINTUS - 100 ML
126	TANTUM ORAL RINSE (120 ML)
127	GEL GELORA (10 GM)
128	CANDID EAR DROP(10 ML)
129	OTRIVIN NASAL DROPS (0.1%) - 10 ML
130	ANDRE EYE DROPS (10 ML)
131	CLEARINE EYE DROPS (10 ML)
132	VASICON EYE DROPS (10 ML)
133	KEMBIOTIC EAR DROPS (5ML)
134	NEOSPORIN EYE OINTMENT 5 GM
135	NEOSPRIN SKIN OINT.(15GM)
136	WAXIKLIN EAR DROP - 10 ML
137	SOLIWAX EAR DROP - 10 ML
138	ORASEP GEL - 15 ML
139	BETNOVATE GM 20 GM
140	BETNOVATE-C 20GM
141	BETNOVATE-N (20GM)
142	CANDID CREAM (15GM)
143	CALADRYL LOTION
144	SURFAZ-SN CREAM
145	SWISSDERM AF CREAM
146	WOKADINE OINT 10%. (15GM)
147	WOKADINE SOL. (100ML)
148	SCABOMA LOTION (100ML)
149	SOFRAMYCINE OINTMENT 30GM
150	PILEX OINTMENT (30GM)
151	AG-X CREAM (10GM)
152	SHIELD OINT 15 GM
153	ULAC CREAM - 20 GM
154	COTARYL - 50 GM
155	NADOXINE CREAM 10 GM
156	DIOLINI GEL 30 GM
157	OLIGEL CREAM 30GM)
158	ARTHRIM GEL - 30 GM
159	ARTHRIN GEL 30 GM
160	ELAGESIC LINIMENT 30 ML
161	TAB DAFLON
162	SCORPIO GEL 30 GM
163	TAB CYCLOPAM
164	TAB SITAGLIPTIN 100 MG
165	TAB JANUMET 50MG/1000 MG
166	TAB. CALCIMAX FORTE
167	CAP ASTYFER-Z
168	TAB INSUMIN PLUS

169	TAB. COBADEX – CZS
170	TAB. OPTINEURON
171	BIFILAC CAP
172	TAB NEUROBION FORTE
173	CAP RINIFOL
174	CAP BECOSULES-Z
175	CAP DIBITOX
176	SORBILIN LIQUID 100 ML
177	TAB LIV 52
178	CAP MIM –Z
179	CAP BECADEXAMINE
180	CAP WINOFIT
181	CAP EVION 400 MG
182	TAB OSTOCAL
183	CAP BROAUSTICLOX LB
184	BD INSULINE SYRINGS (U -40) 1 ML
185	BAND AID
186	BD DISPOSABLE NEEDLE 24 G
187	BD SYRINGS 2 ML
188	INJ PARACETAMOL 2ML
189	TAB VASOGRain
190	INJ DERIPHYLLIN (2ml)
191	INJ MEPHENTINE 1ML
192	INJ FORTWIN
193	SYP TIXYLIX – 60 ML.
194	INJ PERINORM 2 ML
195	INJ PHENERGAN 2 ML
196	TAB CCM
197	TAB ZYRIC 100 MG
198	TAB TAMOXIFEN 20 MG
199	TAB ECOPRIN 75 MG
200	TAB SELOKEN XL 50 MG
201	TAB LIPAGLYN 4 MG
202	TAB JARDIANCE 10 MG
203	TAB GLYCINORM M 80 MG
204	TAB JANUMET 50/500 MG
205	TAB FEBUJET 40 MG
206	TAB CRESAR 40 MG
207	TAB MINIPRESS XL
208	TAB TAZLOC-H
209	TAB ROPARK 0.5 MG
210	TAB HERPERAX 400 MG
211	TAB ENCHORATE CHRONO 300 MG
212	TAB LAMITOR DT 100 MG
213	FOROCORT ROTACAPS
214	TAB TONACT 10 MG
215	TAB LASILACTONE
216	TAB LASIX 40 MG

217	ECONORM SACHET 765 MG
218	CAP ECONORM 250 MG
219	ENTEROGERMINA SUSP 5ML
220	TAB JALRA 50 MG
221	TAB GLYCIPHAGE 500 MG
222	TAB JARDIANCE 25 MG
223	TAB GLYCINORM M 80 MG
224	TAB JANUMET 50/500 MG
225	TAB RIOMET 1000 MG
226	TAB GLYCOMET GP1 FORT
227	TAB GLYCINORM M 60 MG
228	TAB VERTIN 8 MG
229	CALCIROL SACHET
230	CAP ERACOD
231	CAP UPRISE D3(60K)
232	TAB SHELCAL 500 MG
233	CAP CARVIC
234	TAB B-PLEX FORTE
235	TAB LUBRIJOINT PLUS
236	SOFTULE GEMCAL
237	TAB FOLVIT 5 MG
238	TAB LAMITOR DT 100 MG(LAMOTRIGINE DT)
239	TAB TEGRITOL CR 200 MG
240	TAB ELTROXIN 50 MCG
241	TAB ELTROXINE 75 MCG
242	TAB ELTROXIN 100 MCG
243	CHERICOFF 100 ML
244	TAB ALEX
245	SYP HONEYTUSS 100 ML
246	SYP ADULSA 100 ML
247	TAB CILACAR 20MG
248	TAD CARDACE 5 MG
249	TAB CARDACE 2.5MG
250	TAB SELOKEN XL 50 MG
251	TAB MINIPRESS XL 2.5 MG
252	TAB TAZLOC-H
253	TAB ATEN 25 MG
254	TAB ERITEL-CH
255	TAB CLAVIX AS 150 MG
256	TAB DEPLATT A 75MG
257	TAB ONDERON(LINAGLIPTIN)
258	TAB PROLOMET XL 25 MG(METOPROLOL)
259	ECOSPRIN 75 MG
260	TAB TONACT 10 MG
261	TAB CRESTOR 5 MG
262	TAB ROZUCAR F 10
263	TAB TONACT 20 MG
264	TAB ROZUCOR F 20 MG

265	CAP DEXORANGE
266	TAB HISTAFREE -M
267	TAB RIVOTRIL 0.5 MG
268	TAB PYZINA 750 MG
269	TAB ETHAMBUTOL 1000 MG
270	TAB ETHAMBUTOL 200 MG
271	CAP R-CINEX 600 MG
272	DIASTIX REAGENT STRIP FOR URINALYSIS 50 STRIPS /BOTTELS
273	NEOSPORIN DUSTING POWDER 10 GM
274	TAB DISPRIN SOLUBLE ANALGESIC
275	TAB ENZOFLAM
276	TAB CHYMORAL FORTE
277	TAB DROTIN M
278	CAP ARISTOZYME
279	CHLORTHALIDONE 6.25 MG, AMLODIPINE 5 MG, TELMISARTAN 40 MG
280	GABAPENTIN 100 MG & NORTRIPTYLINE HYDROCHLORIDE 10 MG
281	GLICLAZIDE MODIFIED RELEASE 30 MG

**ANNEXURE C: MEDICINES / SURGICAL ITEMS INCLUDED / UPDATED
QUARTERLY EDITIONS OF FOLLOWING**

- (i) CIMS (Current Index of Medical Specialties) uploaded Prescribers Handbook
- (ii) Drug Today – Ready Reckoner of current Medical Formulations
- (iii) IDR Drug Triple i Compendium.