



MUMBAI DISTRICTS AIDS CONTROL SOCIETY

Established by

MUNICIPAL CORPORATION OF GREATER MUMBAI



Regd. No. 891/98

Backley
25/11/2021
DD/Procurement
MDACS

MDACS
25/11/21
Additional Project Director
Mumbai Districts AIDS
Control Society

Mumbai Districts AIDS Control Society, Mumbai

Acworth Complex, R. A. Kidwai Marg, Wadala (West), Mumbai – 400 031.

Tel No. 24100246/47 Telefax: 24100250 Email: mumbaimacs@gmail.com,

Website: <https://organizations.maharashtra.nextprocure.in> , <http://mdacs.org.in>

(Linked to website: <https://maharashtra.nextprocure.in>)

Email: mdacs.procurement@gmail.com

Phone: 022 – 2410 0246 / 2410 0247

Telefax: 022 2410 0250

E-Tender for Procurement Tablet Co-trimoxazole (DS) for ART Centers

Not Transferable

E-Tender reference No.: MDACS/Tender/01/PO- CST/2021-22

E – Tender No.: *4736*

Issued to M/s. _____

Bank Details :

Account Name : Mumbai Districts AIDS Control Society

Bank Name : ICICI Bank Limited

IFSC Code : ICIC0000874

Branch Name : Wadala (W)

Current a/c No : *087405001223*

E – Tender No.: 4736 of 2021-22

Project Director, Mumbai Districts AIDS Control Society, Mumbai invites E- tender under National AIDS Control Programme (IV) in two envelope system from the manufacture / distributor for Supply Tablet Co-trimoxazole (DS)

Sr. No	Division	Name of the Drug	Quantity
1	CST Section	Tab. Co-trimoxazole DS (Trimethoprim 160mg & Sulphamethoxazole 800mg) I.P	15,25,000 Tablets

Interested eligible bidder may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from the e-tendering website <https://organizations.maharashtra.nextprocure.in> & <http://mdacs.org.in>

INFORMATION TO CONTRACTORS :

1. Interested Tenderers may download further information on the Tender Form and inspect the Tender Documents from <https://organizations.maharashtra.nextprocure.in>
2. Tender Documents and EMD must be paid by using NEFT/RTGS (**Bank Details Provided In the tender document**) and upload its receipt online in pdf/jpg/zip. Department will verify transaction number of paid amount of Tender fees and EMD after technical opening of tender, if any mismatch occurs that vendor will be rejected for commercial opening.
3. All the contractor have to purchase class II Or Class III digital certificate and digital certificate should be having pair 1. Sign Verification 2. Encryption / Decryption
4. All the contractor have to submit/Upload their documents in .pdf /jpg format.
5. Mumbai District Aids Control Society reserve the right to accept or reject, any or all tender(s) in whole or in part, or place the orders in whole or in part, without assigning any reason
6. All the contractor have to pay Rs. 750 as service charges at the time of Online Bid Submission
7. Help Line No - 9356468309 & 7506797596 or 9356492848 or email - helpdesk@nexttenders.com

E - TENDER SCHEDULE

All bid related activities (Process) like Tender Document Download, Bid Preparation, Bid submission and submission of EMD and other documents will be governed by the time schedule given under Key Dates as mention below:

Sr. No.	MDACS Stage	Vendor Stage	Start Date & Time	Expiry Date & Time
1	-	Tender Document Download	13-12-2021 10.00 Hrs	20-12-2021 15.00 Hrs
2	-	Bid Submission	13-12-2021 10.00 Hrs	20-12-2021 15.00 Hrs
3	Technical Bid Opening	-	20-12-2021 16 Hrs	20-12-2021 17.30 Hrs
4	Price Bid Opening	-	20-12-2021 16 Hrs	20-12-2021 17.30 Hrs

Address for communication : Office of the
Addl. Project Director,
Mumbai Districts AIDS Control Society,
Ackworth Leprosy Complex, R A Kidawai Road,
Wadala (W), Mumbai-400 031.
Phone NO : 022-02410 0246 / 2410 0247
Telefax : 022-2410 0250

The interested bidder will have to pay service providers fee for online submission of Bid @ Rs. 750/- per tender.

A complete set of tender documents may be purchased by interested eligible bidder upon online submission of payment of a nonrefundable tender fee of **Rs.3,000/-** (Rupees Three Thousand only) as per the duration displayed in Time schedule and as per **Guidelines to contractors /bidders on the operation of electronic tendering system of Mumbai Districts AIDS Control Society.**

The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

Project Director, Mumbai Districts AIDS Control Society, Mumbai reserves the right to increase or decrease the 15% of quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto.


Addl. Project Director,
Mumbai Districts AIDS Control Society,
Mumbai 

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TERMS AND CONDITIONS:

1. Introduction

- 1.1 The Project Director, Mumbai Districts AIDS Control Society, Mumbai hereinafter referred to as a "Purchaser " invites online tender in two Envelope systems for supply of item specified in **Annexure-A** Schedule of Requirements, for the use in MDACS.
- 1.2 Interested eligible bidder may obtain further information of technical specification, required quantities and other terms and conditions applicable for procurement of E-tendering website <https://organizations.maharashtra.nextprocure.in> & our web sites : <http://mdacs.org.in>
- 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.
- 1.4 All activities of this tender are carried out online on Website <https://organizations.maharashtra.nextprocure.in> The tender document is uploaded / Released on Government of Maharashtra, (GOM) e-tendering website <https://organizations.maharashtra.nextprocure.in> and has to be downloaded as well as filled up and submitted online only.
- 1.5 Bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc. The bidder has to submit the complaint before price bid opening along with deposit of Rs.1,00,000/- (Rupees One Lac only) in the form of Demand Draft drawn in favour of "Project Director, MDACS" payable at Mumbai in terms of deposit. This issue will submit to Purchase Committee along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Purchase Committee. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.

2. Eligibility criteria for this Tender :

- a) The eligible bidder must submit particulars of quantity of the past supplies made as per the performance statement format as per Annexure 2 provided in the tender document without any alteration, during the last 3 calendar years,
- b) The bidder should not have been blacklisted by the Central Government, State Governments or Government Corporations in India.
- c) Neither the bidder nor the manufacturer should have any pending case with Government of Maharashtra.
- d) Bidder should submit the copies of PAN Card & GST clearance certificate or the latest copy of GST return submitted.
- e) Tenderer should submit documentary evidence that they have requisite qualifications, experience, past performance and capacity to complete the supply successfully on time for the offered tender for last three years.
- f) Bidder's complete information and additionally evidential documents on ownership and requirement for quality assurance of product as per Bid Technical requirements must be submitted for goods and quality control employed by the Bidder.
- g) The bidder must evidentially establish the capacity to perform execution of the item of the Bid for which he has offered with the existing installed capacity.
- h) Annual qualifying turnover of the bidder for last three financial years (i.e. 2018-19, 2019-20, and 2020-21) by supply of similar items etc. The bidder must submit their audited & certified Balance sheets, profit & loss accounts for the Financial Year (i.e. 2018-19, 2019-20, and 2020-21) along with copy of the Income Tax Returns.
- i) Manufacturer can appoint only one authorized dealer to participate in respective tender. Multiple bids

received from authorized dealers on behalf of single manufacturer will not be considered and rejected. Tender where an **Authorized Dealer** is involved must furnish their complete business address GST and PAN registration documents attested copies and a Certificate from Chartered Accountant duly supported by Bank Statement of the Authorized Dealer about current & operating business.

- m) The annual turnover of the bidder shall be **Rs. 20 Lakh** or more as for the period of three years i.e., 2018-19, 2019-20 and 2020-21 **OR** 2018-19, 2019-20 and 2020-21 to qualify per year. This is applicable for Schedule as a whole.
- n) Bidder shall produce Certificate from Chartered Accountant on Annual turnover of last 3 years 2018-19, 2019-20 and 2020-21 in the format given in Annexure-3.

3. Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of their tenders and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. Clarification of tender document

A prospective bidder requiring any clarification of the tender document shall contact the Purchaser by letter or email within 10 days prior to last date & time of closing sale of tender. Email ID – mdacs.procurement@gmail.com For e-tendering process related Queries can be sent on email – helpdesk@nexttenders.com Help line number available on website – 9356468309 & 7506797596 or 9356492848. A prospective bidders requiring any clarification after this last date will not be entertained.

5. Amendment of tender document

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

6. Submission of tenders:

Tender should be submitted on or before last date of submission.

Tender should be submitted through website <https://organizations.maharashtra.nextprocure.in> and Online only in two envelopes i.e. **Technical Bid in envelop no.1 & Commercial bid in Envelop no. 2**. To prepare and submit the tender/offer online all bidders are required to have e-token based DIGITAL CERTIFICATE. Digital signature certificate should be obtained from competent authority. However the e-tender website or helpline numbers may guide you for obtaining the same.

6.1 Late tender offers:

Late tender on any count shall be rejected summarily. Delay due to Post or any other reason (for eg : electricity/internet/etc) will not be condoned.

6.2 Envelope No. 1 (Technical Bid):

Technical offer must be submitted online at <https://organizations.maharashtra.nextprocure.in> as per the instructions on the portal. The bidder must upload the following documents as per e-tendering process.

Attested scanned copies in .pdf or .jpg or .zip format of following documents from No.1 to No. 12

are mandatory & should be enclosed in sequence & order.

1. Tender Form as per Annexure-1.
2. Proforma for performance statement as per Annexure 2. Attach purchase order copy and satisfactory certificate from purchaser.
3. Certificate of experience and Annual turnover statement for last 3 years 2018-19, 2019-20 and 2020-21 in the format given in **Annexure -3** certified by the Chartered Accountant.
4. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government /Central Government's organizations in the past three years. For item quoted in tender.
5. Copy of Pan Card of bidder.
6. Copy of latest GST return submitted.
7. Specification Compliance as per Annexure A
8. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2018-19, 2019-20 and 2020-21 certified by the Auditor.
9. Tenderer shall submit the latest Bank Solvency Certificate of Rs. 10 lakhs from any Nationalized Bank/Scheduled Bank.
10. Authorization letter nominating a responsible person of the bidder to transact the business with the purchaser.
11. Authorization letter issued to Authorized Dealer to participate in bid as per Annexure-5.
12. Authorized dealer as a bidder must submit copies of valid and current shop/ company registration certificate, PAN Card, GST registration certificate and the latest copy of GST return submitted.

6.3 Envelope No. 2 (Price bid):

- (a) All Commercial offers must be submitted online at <https://organizations.maharashtra.nextprocure.in> as per the instructions on the portal.
- (b) Rates should be quoted ONLINE in the Price Schedule **Annexure-4** only.
- (c) Bidders are strictly prohibited to change/alter specifications or unit size given in Annexure-A Schedule of requirements while quoting.
- (d) Scanned copy of Signed and duly stamped copy of Tender Document and CSD

7. Deadline for submission of tenders

- 7.1 For Submission of tender bidder must complete the online bid submission stage as per online schedule of the tender.
- 7.2 The Purchaser may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 7.3 Offers not submitted online will not be entertained.

8. Opening of tender:

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which bidder is free to attend himself or depute an authorized officer as his representative.

8.1 Opening of Envelope No.1 (Technical bid)

Envelope No.1 (Technical bid) of the tender will be opened in the presence of tender opening authority and in the presence of bidder / their representatives through e-tendering procedure.

8.2 Opening of Envelope No.2

This envelope No 2 shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical bid) only if contents of envelope No.1 (Technical bid) and samples are found to be in accordance with the tender conditions stipulated in the tender document. The date and time of opening of Envelope No. 2 will be communicated electronically by the Purchaser separately to the eligible bidders of Envelope No. 1.

9. Period of Validity of tenders:

9.1 The tenders shall remain valid for a period of **90 days** after the date of opening of Envelope No. 1 (Technical bid). A bid valid for a shorter period shall be rejected.

9.2 Prior to the expiration of the bid validity the Purchaser may request the bidders to extend the bid validity for the period as required by the Purchaser.

10. Earnest Money Deposit:

All tenders must be accompanied with Earnest Money Deposit (EMD) for the amount of EMD shall be submitted online as per Guidelines to contractors /bidders on the operation of electronic tendering system of Mumbai Districts AIDS Control Society.

Sr. No	Division	Specification	EMD in Rs.
1	CST Section	Tab. Co-trimoxazole DS (Trimethoprim 160mg & Sulphamethoxazole 800mg) I.P	73,200/-

10.1 The tenders submitted without EMD will be summarily rejected.

10.2 Unsuccessful bidders EMD will be discharged/ returned within a period of 30 days after award of contract to the successful bidder.

10.3 Bidders shall not be entitled for any interest on EMD.

10.4 The successful bidders EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.

10.5 The EMD shall be forfeited :

a. Bidder fails to accept the purchase order.

b. If a bidder withdraws its tender during the period of bid validity as specified in the Tender.

c. In case of a successful Tender, if the bidder fails:

i. To sign the Contract in accordance with terms and conditions or.

ii. To furnish security deposit as per tender clause 15.

11. Prices

- 11.1 The rate should be quoted for Supply are including Taxes. The prices quoted and accepted will be binding on the Bidder and valid for a period of **Bid validity** and any increase in price will not be entertained during the contract period. If required, Purchases will be made on staggered basis as per the requirement of the Purchaser.
- 11.2 The bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. Bidders shall quote for the whole quantity of the drug, tendered partial quantity such tenders will not be taken in to account for Evaluation.
- 11.3 Rates should be quoted for on door delivery basis by post according to the unit asked for strictly as per the format of price schedule (Annexure-4). The Purchaser shall not be responsible for damages, handling, clearing, transport charges etc. The deliveries should be made as stipulated in the purchase order placed with successful bidder. Conditional tenders are not accepted and liable for rejection.
- 11.4 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the bidder shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.
- 11.5 In case of any enhancement in Excise Duty/GST due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional excise duty /GST so levied will be allowed to be charged extra as separate item without any change in price structure approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the bidder should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty/GST on the goods supplied to the Purchaser and can also claim the same in the invoice.
- 11.6 To ensure sustained supply without any interruption the Purchaser reserves the right to split orders for supplying the requirements amongst more than one bidder provided that, the rates and other conditions of supply are same.

12 (A) Technical specifications:

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

13. Evaluation of tenders:

- 13.1 After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received online through e-tendering process along with all prescribed mandatory documents.
- 13.2 The Purchase committee shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.
- 13.3 The Purchase committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 13.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules including allied standards of BIS codes as applicable.
- 13.5 Any tender during the evaluation process do not meet the tender conditions laid down in the tender

document will be declared as not acceptable and such tenders shall not be considered for further evaluation. However, the bidders can check their tender evaluation status on the website.

- 13.6 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelop no. 2 in the website and Envelope No. 2 (Commercial bid) of such bidders shall be opened later, on a given date and time.

14. Post Qualification:

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

15. Security Deposit & Contract Agreement

- 15.1 The successful bidder will have to pay 3% as Security Deposit **by Demand Draft, Banker's cheque, Bank guarantee from any bank or payment online in an acceptable form** on the cost of the supply order within 15 days from the receipt of supply order. If fail to pay the Security Deposit within stipulated period, the contractor will be charged extra Rs. 100/- as a penalty.
Security Deposit will be refunded after six months from the satisfactory completion of supply.
- 15.2 The Security Deposit should be in the form of DD in favour of Mumbai Districts AIDS Control Society
- 15.3 The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

16. Award of contract:

The Purchaser will award the contract to the successful bidder whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily .

17. Liquidated damages:

- a) For delay supply – ½ % per week or part thereof after the expiry of the delivery period subject to maximum 10%.
- b) Failure of the supply – Earnest Money Deposit / contract deposit will be forfeited.
- c) Variation in specification – material will be rejected and cost of the said material will be recovered from the supplier at the risk and cost of supplier.

18. Default Clause / Cancellation on failure to supply:

If the supplier fails to commence delivery as scheduled or to deliver the quantities ordered to him within the delivery period stipulated in the contract, it shall be discretion of the purchaser either. (a) to extend the delivery period or .(b) to cancel the contract in whole or in part for the unsupplied quantities without any show cause notice. In the event of extension, liquidated damages, will be applicable. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the supplier. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid by the supplier or

recovered from his bill for supplied goods against any orders with the purchaser or his authorized consultants / agents.

19. Force Majeure:

- i. For purposes of this Clause, 'Force Majeure' means at any time during subsistence of contract an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- ii. If a Force Majeure situation arises, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. Force Majeure will be accepted on adequate proof thereof.
- iv. If contingency continues beyond 30 days, both parties agree to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis.

21. Confidentiality

- 21.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made
- 21.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

22. Payment

- a) Payment will be released within 30 days after completion of satisfactory supply.
- c) Payment will be made by NEFT for the approved invoices.
- d) The purchaser shall have every right to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The supplier shall not agitate the said issue in future.

23. Corrupt or Fraudulent Practices

- 23.1 The Purchaser as well as Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts.
- 23.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- 23.3 Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;.
- 23.4 "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, noncompetitive level; and.
- 23.5 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

- 23.6 "The Purchaser will reject a tender for award if it determines that the bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.
- 23.7 The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

24. "Rider A"

24.1 RESOLUTION OF DISPUTE

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

24.2 ARBITRATION .

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (insert name and designation of the officer), MDACS. The award passed by the sole Arbitrator shall be final and binding on the parties.

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

24.3 GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

24.4 APPLICABLE LAWS.

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

24.5 DEMNIFICATION

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

24.6 JURISDICTION

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

24.7 SAVING CLAUSE

No suits, prosecution or any legal proceedings shall lie against the Project Director of Mumbai Districts AIDS Control Society, Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

Annexure-A

Specifications

Sr. No.	Description of Drug	Quantity
1.	Tab. Co-trimoxazole DS (Trimethoprim 160mg & Sulphamethoxazole 800mg) I.P	15,25,000 Tablets

- i) The expiry date of drugs shall not be less than 18 months or in case of Drugs where the shelf life is less than 18 months the same should be at least 5/6th of the shelf life from the date of delivery. Unused drugs or expired drugs if any will be replaced.
- ii) Stamp of **"NACO / MDACS - Government Supply - not for Sale"** should be put on drugs (on the strip / bottle)
- iii) Tenders from the manufacturers and their authorized distributors / agent / stockiest / are invited. The Limited Tenders from authorized distributors / agents / stickiest should accompany a **letter of authority** from the manufacturer authorizing item to quote for the drugs. No bidder can be manufacturer and an authorized agent for the same product.
- iv) Tenderers should submit documentary evidence that they have requisite qualifications, experience, past performance and capacity to complete the supply successfully on time for the drugs offered.
- v) Tenderers should also submit along with the Tender Certificate of Pharmaceutical Products / Valid WHO GMP Certificate along with WHO-GMP Product List and Valid FDA License.
- vi) Tenderers should also submit Quality Assurance Certificate from Govt. laboratory or recognized institute along with the supply.
- vii) Vendors should offer full quantity of the item.

Terms and Conditions

1. Delivery Period: Within 30 days from the date of receipt of purchase order
2. The contractor further warrants that it is the lawful owner or licensor of any and all copyrights, patents or other intellectual property pertaining to the goods / services and that the goods / services or the use of goods / services do not infringe any copyright, patent or other intellectual property right, including trade secrets, of any third party.
3. The supplier acknowledges that all technical, commercial and financial data and information belonging to the company ("Confidential Information") which is not already in the public domain at the time it is communicated to the supplier is communicated by the company in strict confidence and remains the property and entitlement of the company. Confidential Information must not be disclosed to a third party without Company's express prior written consent and shall not be used otherwise than for the purpose of the transaction for which it has been disclosed.

4. MDACS has a right to all remedies provided by law in connection with the purchase order and such remedies shall be cumulative. No delay or omission of the supplier to exercise any right hereunder on the occasion in any manner shall impair the exercise of any such right on any other occasion.
5. A person signing any document forming a part of purchase order on behalf of other shall be deemed to warrant that s(he) has authority to bind such other person, firm or body corporate. Any person so signing shall submit satisfactory evidence of his authority.
6. It is expressly agreed by the parties to this contract that the rule of construction that a document should be more strictly interpreted against the person who drafted it shall not apply to any provision.
7. Supplier and MDACS are independent contracting parties and nothing in this contract or any purchase order shall make either party the agent of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
8. This contract (including purchase order) and the obligation of the parties shall be governed by and constructed in accordance with the laws of India and subject to the exclusive jurisdiction of the courts located in Mumbai. The United Nations Convention on Contracts for the International Sale of Goods (CISG) [if otherwise applicable], shall not be applicable.
9. The parties hereby agree that any provision/s this Contract which held to be invalid and unenforceable in law shall not by itself make this Contract invalid nor effect the other provisions of this contract and the other terms shall remain fully enforceable and valid in law.
10. If there is any disallowance of any input tax credit resulting to recovery of input tax credit and interest from us, due to your noncompliance from GST perspective, the same shall be recovered from you.
11. As per prevailing rules TDS / SGST / CGST will deducted at source towards income tax / SGST / CGST from all the bills submitted to the department. The TDS / SGST / CGST certificate shall be generated online by Finance section of Mumbai Districts AIDS Control Society.

14. Penalty

- a. For delay – ½ % per week or part thereof after the expiry of the work completion period subject to maximum 10%.
- b. Failure – Earnest Money Deposit cum contract deposit will be forfeited and the said work will be get done at the risk and cost of the contractor.
- c. Variation in specification – work will be rejected and cost of the said work will be recovered from the contractor.

15. Black listing: the firm shall be blacklisted if it is found that:

- a. Forged documents are submitted OR
- b. If it becomes responsive on the basis of submission of bogus certificate OR
- c. If the supply received is of substandard quality. / Non-supply.

Sd/-
Dy. Director (CST)
MDACS

Sd/-
Addl. Project Director
MDACS

Annexure B
PROFORMA FOR GOODS/WORKS ACCEPTANCE CERTIFICATE
Mumbai Districts AIDS Control Society, Mumbai

This is to certify that the goods mentioned below have been received in good condition on dt. _____

Name of Supplier: M/S _____

Goods Supplied :(Item) _____

Name of the consignee: Mumbai District AIDS Control Society, Wadala

Received by: Name & Designation _____

Seal of concern officer

Signature _____

Phone No. / Cell No. _____

Dated _____

NOTE:

Supplier has to submit this duly filled original certificate at the time of submission of bill. Payment will not be made if supplier fails to submit this certificate/ incomplete information mentioned above.

ANNEXURE 1
Tender Form

To
Project Director,
Mumbai Districts AIDS Control Society,
Ackworth Leprosy Complex, R A Kidawai Road,
Wadala (W), Mumbai-400 031.

Dear Sir,

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

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

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

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

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

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Signature & stamp of bidder

ANNEXURE-2

PROFORMA FOR PERFORMANCE STATEMENT

(For a period of last 3 Years)

Sr. No.	Name of the Product	Year	Name and full address of the purchaser

Add As Many Rows You Want To Add

Note: In support of above statement, enclose the copies of supply orders and client's satisfactory Certificates

Signature and stamp of bidder

ANNEXURE -3

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

The Annual Turnover of M/s _____ for the past

Three years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover Rs..... in Lakhs

Date:

Seal

Signature of Auditor/ Chartered Accountant

Name (in capital letters)

Annexure-4
PRICE SCHEDULE

Tender for Procurement of Tablet Co-trimoxazole for ART Centers

Sr. No.	Description	Name of the Manufacturer	Qty A	Rate per unit IN Rupees B	GST per Unit IN Rupees C	Any Other Taxes as per government Rule per Unit IN Rupees D	Amount per Unit IN Rupees E = B+C+D	Total Amount IN Rupees F = A X E
1	Tab. Co-trimoxazole DS (Trimethoprim 160mg & Sulphamethoxazole 800mg) I.P		15,25,000 Tablets					
	Total Amount ...							

Total tender price (in words): _____

Note:

- In case of discrepancy between unit price and total price, the unit price shall prevail.
- Price should be quoted in Indian rupees only.
- Delivery place: Mumbai Districts AIDS Control Society, Wadala

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Signature of the bidder

Name

Designation

Business address

Annexure 5
(Executive Magistrate/Notary Public.)

AFFIDAVIT

I, _____ (Name of Contractor/Authorized person), aged about _____ years, residing at _____
_____ (Postal Address) do hereby swear this affidavit that, I am the proprietor/Partner of _____ (Name of company/firm) Registered at _____.

I do hereby swear that, the documents submitted in envelope No. 1 of the tender document for the work of _____ are true, correct and complete. I am not blacklisted in any organization. In case the contents of envelope No.1 and other document pertaining to the tender submitted by me are found to be incorrect or false, I shall be liable for action under the relevant provision of Indian Penal Code and other relevant laws.

Signature of authorized person

Applicant/Contractor

Name _____

Address _____

Place:- _____

Date:- _____

E-mail:- _____

Mobile No:- _____

Annexure 6

DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/we have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labor on which I/we have based my/our rates for this tender. The specifications, and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/we undertake to use only the best materials approved by the MUMBAI DISTRICT AIDS CONTROL SOCIETY or his duly authorized representative before starting the work and to abide by his decision.

I/We hereby undertake to pay the laborers engaged on the work as per minimum wages Act 1948 applicable to the Zone concerned.

Signature of Contractor

