

Price Rs. 3000/-



Maharashtra State AIDS Control Society, Mumbai

Ackworth Leprosy Complex, R A Kidawai Road, Wadala (W), Mumbai-400 031.

Website : <https://phd.maharashtra.nextprocure.in> , <http://mahasacs.org>

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

Email: procurement@mahasacs.org

Phone : 022-024113097/24115619/24115791

Tender for Appointment of Courier/Logistic agency for MSACS

Not Transferable

Tender reference No:

MSACS/Proc/Annual Contract /Courier/Logistic 2023-24

E- Tender No.

Issued to

M/s.....

Maharashtra State AIDS Control Society, Mumbai

E- Tender No. :

Project Director, Maharashtra State AIDS Control Society, Mumbai invites E- tender under National AIDS Control Programme (IV) in two envelope system from interested and eligible service provider/ agencies for Courier/Logistic Service.

Description
Supply of following material 1] Printing Material [e.g. Books, Cards, Register, Poster , Handbills] & other material 2] Medicine, Condoms, etc
Rates for Courier/Logistic Services in Mumbai & 33 District in Maharashtra and all India a] 1 gram to 100 gram b] 100 gram to 500 gram c] 500 gram to 1000 gram d] per kg e] cold supply chain

Detailed specification regarding E tender is available on official website

<https://phd.maharashtra.nextprocure.in> & <http://mahasacs.org>

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:

	Start Date and time	End Date and Time
Tender Document Downloading	10-03-2023 11.00 Hrs	24-03-2023 17.30 Hrs
Bid Submission	10-03-2023 11.00 Hrs	24-03-2023 17.30 Hrs
Tender Opening	27 -03-2023 11.00 Hrs	

Note :

Pre bid meeting will be held on 13-03-2023 at 3.00 p.m. at below mentioned address. Bidder's representative may attend Pre Bid Meeting. Bidder's representative must carry identity proof & authorization letter issued by bidder to attend pre bid meeting.

Address for communication :	Office of the Project Director, Maharashtra State AIDS Control Society, Ackworth Leprosy Complex, R A Kidawai Road, Wadala (W), Mumbai-400 031. Phone NO : 022-024113097/24115619/24115791 Telefax : 022-24113123/24115825
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The interested bidder will have to pay service providers fee for online Bid 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 non refundable tender fee of **Rs. 3000/-** (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 Maharashtra State 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, Maharashtra State AIDS Control Society, Mumbai reserves the right to increase or decrease the 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.

Project Director,
Maharashtra State AIDS Control Society,
Mumbai

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TERMS AND CONDITIONS:

1. Introduction

- 1.1 The Project Director, Maharashtra State 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 MSACS.
- 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://phd.maharashtra.nextprocure.in> (Public Health Department) & our web sites : <http://mahasacs.org>
- 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://phd.maharashtra.nextprocure.in> The tender document is uploaded / Released on Government of Maharashtra, (GOM) e-tendering website <https://phd.maharashtra.nextprocure.in> and has to be downloaded as well as filled up and submitted online only.
- 1.5 The quantities mentioned in the Tender are only approximate estimated quantities. The Project Director, MSACS reserves the right to increase or decrease the quantities, to be purchased without assigning any reason thereof.
- 1.6 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, MSACS” 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: Eligibility criteria for this Tender :

This invitation for tender is open to all govt. registered Courier/Logistic agencies (E.g. ROC/UDYAM,MSME etc.) for the appointment of Courier/Logistic Service Agency mentioned in the tender document.

- a) The tenderer should furnish the information on past work and satisfactory performance as a Courier/Logistic Service Agency.
- b) Tenderer shall furnish documentary evidence (Client’s certificate, copies of award of contracts) in support of the satisfactory operation as a Courier/Logistic Service Agency.
- c) Individual page of the tender submitted should be signed by the legally empowered and designated person of the tenderer otherwise tender shall be treated as

invalid and rejected. Each page of the tender submitted shall be serially numbered. In case any tender submitted is determined as conditional tender, that tender shall be rejected.

- d) The purchaser reserves the right for verifications of any original documents of the Tender submitted.
- e) Tenderer shall produce Certificate from Chartered Accountant on Annual turnover of last 3 years **2019-20, 2020-21 & 2021-22** in the format given in **Annexure -3. The annual turnover should not be less than Rupees 1 Crore.**
- f) Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. **2019-20, 2020-21 & 2021-22** certified by the Auditor.
- g) Tenders are not allowed from the firm found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority, Other State Government/Central Government's organizations.

3. Cost of tendering

The tenderer shall bear all costs associated with the preparation and submission of their online 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 10 days prior to last date & time of closing sale of tender. Email ID – procurement@mahasacs.org For e-tendering process related Queries can be sent on email – support.gom@nextenders.com Help line number available on website – 020-30187500, **9167969601/9167969604**. 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 Information about those who have purchased the tender documents will be placed on website.
- 5.4 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://phd.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 will not be condoned.

6.2 Envelope No. 1 (Technical Bid):

Technical offer must be submitted online at <https://phd.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. 15 are mandatory & should be enclosed in sequence & order with sign. and company stamp.

(Technical Tender): Technical offer must be submitted as per the instructions. The tenderer must attach the following documents.

- 1 Tender Form as per Annexure-1.
- 2 Nomination of a responsible person to transact the business with the Purchaser.
- 3 Attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies shall be acceptable.
- 4 Attested copy of PAN.
- 5 Annual turnover statement for last 3 **financial years 2019-20, 2020-21 & 2021-22**
- 6 Copies of Balance Sheet for last **financial years 2019-20, 2020-21 & 2021-22**
- 7 Copies of Profit and Loss Accounts for last **financial years 2019-20, 2020-21 & 2021-22 .**
- 8 **Annexure no 2** regarding statement of past performance
- 9 attested copies of experience certificates
- 10 GST registration certificate, latest copy of filing GST return
- 11 Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted
- 12 **Annexure 4-** Information of the Bidder
- 13 Copy of Income tax return of the company for the last three years should be enclosed year **2019-20, 2020-21 & 2021-22 .**
- 14 Attested copy of valid registration made by agency for the offered service Under Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I) or National Small Scale Industries Corporation (N.S.I.C) or MSME should be submitted, if applicable

15 Tender document with sign and stamp of tenderer.

16 relevant documents required as per tender terms & conditions.

6.3 Envelope No. 2 (Price bid):

- (a) All Commercial offers must be submitted online at <https://phd.maharashtra.nextprocure.in> as per the instructions on the portal.
- (b) Rates should be quoted in the Price Schedule **Annexure-5** only
- (c) Tenderers 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.

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 bidder 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 bidder 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 (Financial Bid)

This envelope shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical bid). Likely date and time of price bid opening will be forth working day after completion of technical scrutiny. In case of change in time and date, the changed time and date will be communicated electronically by the Purchaser separately to the eligible tenderers of Envelope No. 1.

9. Period of Validity of tenders:

9.1 The tenders shall remain valid for a period of **120 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 bidder 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

Sr. No.	Description	EMD in Rs.
1	Providing Courier/Logistic Service for MSACS	1,00,000/-

10.1 **The EMD shall be submitted online as per Guidelines to contractors /bidders on the operation of electronic tendering system of Maharashtra State AIDS Control Society.**

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

(b) In case of a successful Tender, if the tenderer fails:

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

(ii) To furnish security deposit as per tender clause 14.

10.7 Firms who registered for offered product with Directorate General of Supplies & Disposal (D.G.S. & D), Small Scale Industries (S.S.I) , MSME & National Small Scale Industries Corporation (N.S.I.C) will be granted exemption from payment of EMD in respect of tender item as specified in the technical specifications is mentioned in the registration certificate which has been produced for exemption.

11. Prices

11.1 The prices quoted should be in Indian rupees and will be valid for a period of **one year** from the date of signing the contract. Any increase in price will not be entertained during the contract period. If extension will be given for the contract then price will be remain same for extension period.

11.2 Rates should be quoted on door delivery basis according to the unit asked for strictly as per the format of price schedule (**Annexure-5**).

The price of the goods quoted, should include all duties and sales and other taxes already paid or payable including;

(i) Any Indian duties, sales and other taxes which will be payable on the goods if this contract is awarded;

(ii) The price for inland transportation, insurance and other local cost incidental costs for delivery of the goods to their final destination; and

(iii) The price of other incidental services.

The Purchaser shall not be responsible for damages, handling, clearing, transport charges etc. And will not be paid by the purchaser. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional tenders are not accepted and liable for rejection.

11.3 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 tenderer himself, the tenderer 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.

In case of any enhancement in Excise Duty /VAT/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 /VAT/GST so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Excise Duty/VAT/GST the tenderer should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty/VAT/GST on the goods supplied to the Purchaser and can also claim the same in the invoice

12. Evaluation of tenders:

- 12.1 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.
- 12.2 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and Qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 12.3 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.
- 12.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules including allied standards of BIS codes as applicable.
- 12.5 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.
- 12.6 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 tenderer shall be opened later, on a given date and time.
- 12.7 Each item will be evaluated separately.

13. Post Qualification:

- 13.1 The Purchaser will further evaluate the bidders financial, technical, and production capabilities based on the documentary evidence and information submitted by the bidder as well as other information the Purchaser deems necessary and appropriate.
- 13.2 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 bidders tender, in which event the Purchaser will proceed to the next Tender to make a similar determination of that bidder's capability to perform satisfactorily.

14. Evaluation and Selection Criteria

- 14.1 After opening of **Envelope No. 1** (Technical tender), on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received along with all prescribed mandatory documents.

- 14.2 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..
- 14.3 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.
- 14.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules.
- 14.5 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.
- 14.6 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening **Envelop No. 2** (Commercial tender) of such tenderers shall be opened later, on a given date and time.
- 14.7 Each schedule will be considered separately for evaluation.

15. Security Deposit & Contract Agreement

- 15.1 **The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on Rs.100/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer.**
- 15.2 The Security Deposit should be in the form of Bank Guarantee or Demand Draft/ Bankers Cheque/Bank Guarantee in favour of the “Project Director, Maharashtra State AIDS Control Society ” payable at Mumbai from any Nationalized or Scheduled bank (**Annexure-6**).
- 15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.
- 15.4 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:

- 16.1 The Purchaser will award the contract to the successful tenderer 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. The Purchaser will place supply orders on staggered basis, if necessary, during the contract period to the lowest evaluated responsive tenderer and will be governed by all the terms and conditions stipulated in the tender document.

17. Period of Contract :

- 17.1 The period of contract shall be One year from the date of signing of the contract agreement. The Purchaser reserves the right to extend the contract period till next 2 years with the approved price only , if the service will be found satisfactory.

18. Delivery Period & Place of delivery & documents :

The service provider has to render the services during contract period as per requirement of departments .

19. Liquidated damages:

If the Supplier fails to deliver any or all of the **Services** within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the on contract value of the **delayed** for each week or part thereof of **delay** until actual delay, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider for termination of the Contract.

20. Default Clause / Cancellation on failure to supply/ Services :

If the Agencies fails to commence services as scheduled 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 services 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 agency 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 agency. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years.

21. Inspections and tests :- Deleted

22. Warranty :- Deleted

23. Force Majeure:

23.1 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.

23.2 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.

23.3 Force Majeure will be accepted on adequate proof thereof.

23.4 If contingency continues beyond 30 days, both parties argue 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.

24. Confidentiality

24.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the notification of Contract award is made.

24.2 Any effort by the tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison, or contract award decisions may result in the rejection of the Tenderer's tender.

25. Payment

25.1 Payment for Courier/Logistic Services shall be made in Indian Rupees in every month after submission of bills from successful bidder.

25.1 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.

26. Corrupt or Fraudulent Practices

26.1 The Purchaser as well as Tenderers shall observe the highest standard of ethics during the procurement and execution of such contracts.

26.2 “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and.

26.3 “Fraudulent practice” means a misrepresentation or commission 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 Tenderers (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.

26.4 “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non competitive level; and.

26.5 “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.

26.6 “The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.

26.7 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.

27. Please see “**Rider A**”

27.1 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.

27.2 Arbitration:

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator, Government of Maharashtra. 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.

27.3 Governing Language:

English language version of the contract shall govern its interpretation.

27.4 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.

27.5 Indemnification: The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the 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.

27.6. 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.

27.7 Saving clause: No suits, prosecution or any legal proceedings shall lie against the Joint Director of Health Services (Procurement Cell), Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

28. PURCHASER'S OBLIGATIONS

28.1 The Purchaser shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Purchaser shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

28.2 To enable the Contractor to provide the services, the Client shall ensure that their staffs are available to provide such assistance.

28.3 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employer's relationship with any of the workers of the Contractor.

29. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

29.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

29.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

29.3 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit shall be forfeited.

29.4 The Contractor does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

29.5 The Contractor goes bankrupt and becomes insolvent.

30. Confidentiality

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

Annexure-A

Schedule of Requirements

Description

Supply Transport of material as follows

- 1] Printing Material [e.g. Books, Cards, Register, Poster , Handbills] & other material**
- 2] Medicine, Condoms, etc.**

Rates for Courier/Logistic Services in Mumbai & 33 District in Maharashtra and all India

- a] 1 gram to 100 gram**
- b] 100 gram to 500 gram**
- c] 500 gram to 1000 gram**
- d] per kg**
- e] cold supply chain**

ANNEXURE -1

Tender Form

To

The Project Director,
Maharashtra State AIDS Control Society,
Wadala, Mumbai.

Dear Sir,

1. Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer for Cleaning Services under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted online in Envelop No. 2 which is made part of this tender.
2. We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.
3. 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.
4. 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.
5. 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 tenderer

Note : This form must be signed & Stamped in original to be your letter head uploaded online on <https://phd.maharashtra.nextprocure.in>

ANNEXURE-2

PROFORMA FOR PAST PERFORMANCE STATEMENT

(For a period of last 3 Years) 2019-20, 2020-21 & 2021-22

Proforma for Performance Statement (for a period of last THREE years)

Order placed by (full address of Purchaser)	Order No./ Letter Date	Description of ordered equipment	Value of order	Date of completion As per contract	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning?
1	2	3	4	5	6	7

Note :

- 1) In support of above statement, enclose the copies of supply.
- 2) Note :- ANNEXURE-2 On your letter head

ANNEXURE -3

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

The Average **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
1	F.Y. 2019-20 (Assessment Year 2020-21)	
2	F.Y. 2020-21 (Assessment Year 2021-22)	
3	F.Y. 2021-22 (Assessment Year 2022-23)	

Date:

Seal

Signature of Auditor/

Chartered Accountant

Name (in capital letters)

Note. Turnover of the Courier/Logistic Agency should be minimum Rs. 1 Crore.

Note :- ANNEXURE -3 on your letter head

ANNEXURE-4

CONTACT DETAILS FORM

1. NAME OF THE COMPANY

.....
.....

2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE

.....

3. COMMUNICATION ADDRESS

4. PHONE NO./MOBILE NO.

5. FAX

6. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON

.....

2. DESIGNATION

3. PHONE NO.

4. MOBILE NO.

5. E-MAIL I.D.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

2. The rates quoted by me are valid and binding upon me for the entire period of contract.

3. I/We give the rights to the competent authority of the Office of the **Project Director, Maharashtra State AIDS Control Society, Wadala (W)** to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.

4. I hereby undertake to provide the manpower services as per the directions given in the tender document/contract agreement.

Signature of the Authorised Signatory

Date :-

Place:-

Designation : (Office seal of the Bidder)

(To be kept in Envelope No. 2)

Note :- ANNEXURE -4 on your letter head

ANNEXURE-5

PRICE SCHEDULE

Parcel Cargo by Road Transport

	Weight	Local (Mumbai, Mumbai Suburban, Thane, Raigad, Palghar District) Up to 100 Kms.	Rest of Maharashtra	Rest of India
General Transport (Per Kg.)	Upto 100 gms			
	101 to 250 gms			
	251 to 500 gms			
	Above 500 gms			
Cold Chain Transport (Per Kg.)	Upto 100 gms			
	101 to 250 gms			
	251 to 500 gms			
	Above 500 gms			

Parcel Cargo by Train Transport

	Weight	Local (Mumbai, Mumbai Suburban, Thane, Raigad, Palghar District) Up to 100 Kms.	Rest of Maharashtra	Rest of India
General Transport (Per Kg.)	Upto 100 gms			
	101 to 250 gms			
	251 to 500 gms			
	Above 500 gms			
Cold Chain Transport (Per Kg.)	Upto 100 gms			
	101 to 250 gms			
	251 to 500 gms			
	Above 500 gms			

Parcel Cargo by Air Transport

	Weight	Local (Mumbai, Mumbai Suburban, Thane, Raigad, Palghar District) Up to 100 Kms.	Rest of Maharashtra	Rest of India
General Transport (Per Kg.)	Upto 100 gms			
	101 to 250 gms			
	251 to 500 gms			
	Above 500 gms			
Cold Chain Transport (Per Kg.)	Upto 100 gms			
	101 to 250 gms			
	251 to 500 gms			
	Above 500 gms			

Parcel Cargo by Shipping Transport

	Weight	Local (Mumbai, Mumbai Suburban, Thane, Raigad, Palghar District) Up to 100 Kms.	Rest of Maharashtra	Rest of India
General Transport (Per Kg.)	Upto 100 gms			
	101 to 250 gms			
	251 to 500 gms			

	Above 500 gms			
Cold Chain Transport (Per Kg.)	Upto 100 gms			
	101 to 250 gms			
	251 to 500 gms			
	Above 500 gms			

Note:

- 1) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 2) Every price schedule evaluated separately.

Signature of the tenderer

Name

Designation

Business address

Note :- ANNEXURE -5 on your letter head

Terms & Condition:-

- **The agency shall pick the letters/bulk materials as per requirement from MSACS Wadala Office premises, Bhiwandi Godown/or any other location directed.**
- The agency is responsible for packing of all bulky material. Packing material will be provided by MSACS.
- The agency is responsible for loading and unloading of material .
- Material belongs to Maharashtra State AIDS Control Society, Mumbai is exempted from octrai duty. The agency is responsible for clearance of octrai exemption formalities at octrai naka.
- The agency shall submit POD receipts duly attached with the bill with a summary report indicating the date of receipt of the letter/ parcel/ bulky material from and date of delivery of the same at the destination as per mutually agreed delivery terms.
- The agency shall quote rates for delivery of all items i.e. **bulky Solid or liquid material, parcels, Medicine, Parcels, letters** from all over Maharashtra in the above mentioned format. Rates should (inclusive of all packing, unloading of material) & applicable taxes.
- **Turn over of the Courier/Logistic Agency should be minimum Rs. 1 Crore.**
- The agency shall be solely responsible for any act of commission and/ or commission on the part of staff deployed.
- **In case of theft or loss of property, the agency shall be liable to compensate for such losses in full.**
- **The agency shall be responsible for complying with statutory requirements and obligation at their own costs.**
- Rates quoted by the agency shall be fixed for the duration of the contract period.
- The agency is required to depute authorized representative to accept the consignments and any other responsibilities.
- Actual weight shall be considered. No volumetric weight shall be considered.
- Cold chain will be maintained if required.
- Min. weight will be considered is 1 K
- Important Note:- सदर ई-निविदा प्रक्रिया राबविताना वेळेनुसार कार्यालयाची गरज पाहता ई-निविदा स्पर्धात्मक होण्यासाठी ई-निविदा प्रक्रियेतील अटी व शर्ती मध्ये बदल करण्याचे तसेच सदर ई-निविदा प्रक्रिया रद्द करण्याचे अधिकार सर्व मराएनिस कार्यालयाकडे राहतील .
- सदर ई-निविदा प्रक्रिया पूर्ण होताच पुढील दोन दिवसात (शासकीय सुट्टीचे दिवस वगळता) मराएनिस कार्यालयातील कार्यालयीन वेळे येवून ऑनलाईन जमा करण्यात आलेले दस्तावेजाच्या मूळ प्रति मराएनिस कार्यालयात सादर करणे .

ANNEXURE-6

Documents to be submitted

Sr. No.	Documents to be Submitted online in the given sequence only with sign and Company stamp	Page no
1	Tender Form as per Annexure-1.	
2	Nomination of a responsible person to transact the business with the Purchaser.	
3	Attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies shall be acceptable.	
4	Attested copy of PAN.	
5	Annual turnover statement for last 3 financial years 2019-20, 2020-21 & 2021-22	
6	Copies of Balance Sheet for last financial years 2019-20, 2020-21 & 2021-22	
7	Copies of Profit and Loss Accounts for last financial years 2019-20, 2020-21 & 2021-22	
8	Annexure no 2 regarding statement of past performance	
9	attested copies of experience certificates	
10	GST registration certificate, latest copy of filing GST return	
11	Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted	
12	Annexure 4- Information of the Bidder	
13	Copy of Income tax return of the company for the last three years should be enclosed	
14	Attested copy of valid registration made by agency for the offered service Under Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I) or National Small Scale Industries Corporation (N.S.I.C) or MSME should be submitted, if applicable	
15	Tender document with sign and stamp of tenderer.	

Note :

- 1- Arrange all documents as per sequence given above , also mention the page no. to all the scan copies of documents and upload the same.
- 2- Mention the page no. of documents on this sheet and attach the sheet with documents.

Following original documents to be submitted to the office till the Time Technical Opening of tender on address mentioned for verification.

- 1- Tender Form as per Annexure-1.
- 2- The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the Purchaser.

- 3- Annual turnover statement for last 3 **financial years** 2019-20, 2020-21 & 2021-22 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.