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
Telefax : 022-24113123/24115825

Tender for Providing Tablet Abacavir 60/Lamivudine 30 mg & Ziduvudine 60/ Lamivudine 30 mg 2022-23

Tender reference No:

MSACS/Proc/ Tablet Abacavir 60/Lamivudine 30 mg & Ziduvudine 60/ Lamivudine 30 mg 2022-23

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 the Bidder/Vender for purchase of following items.

Sir. No.	Description	Approximate Quantity Tablet	Tender Fee
1	Abacavir 60/Lamivudine 30 mg	14,20,162	3000
2	Ziduvudine 60/ Lamivudine 30 mg	2,12,280	

Interested eligible renderers may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from the tendering website https://phd.maharashtra.nextprocure.in **&** **http://mahasacs.org**

Name Of Work - Providing Tablet Abacavir 60/Lamivudine 30 mg & Ziduvudine 60/ Lamivudine 30 mg 2022-23

1. Interested Tenderer may download further information about the Tender Form and get the knowledge above the Tender Documents from https://phd.maharashtra.etenders.in

2. Tender Documents and EMD must be paid online on https://phd.maharashtra.nextprocure.in **by using NEFT/RTGS (Bank Details Provided In the tender document) and upload its receipt online in pdf/jpg/zip**

3. All the contractor have to purchase class II Or Class III Digital Certificate.
4. Digital Certificate should have 1. Sign Verification 2. Encryption / Decryption

5. All the Bidder have to submit/Upload their documents in .pdf /jpg format.

6. The office of Project Director Maharashtra State Aids Control Society (MSACS) 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

7. All the Bidder have to pay Rs. 750 as service charges at the time of Online Bid Submission

8. Help Line No - 9356468309 & 7506797596 or 9356492848 or email - helpdesk@nextenders.

9. While Bidding for the Tender, Rates for Each Commodity (1. Commodity-Abacavir 60/Lamivudine 30 mg, & 2. Commodity- Ziduvudine 60/ Lamivudine 30 mg) will be considered as separate Commodity. The tender with the lowest rate for each Commodity will be finalized according to the terms & Condition in the tender document.

TENDER SCHEDULE

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

	Start Date and time	End Date and Time
Tender Document Downloading	**25-11 -2022 11.00 Hrs**	**01-11-2022 17.30 Hrs**
Bid Submission	**25 -11-2022 11.00 Hrs**	**01-12-2022 17.30 Hrs**
Tender Opening	**02-12-2022 11.00 Hrs**	

Note:
Pre bid meeting will be held on 28-11-2022 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

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 read free 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. Any 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

CONTENTS

Clause No.	Clause	Page No.
1	Introduction	5
2	Eligibility criteria	5-6
3	Cost of bidding	6
4	Clarification of tender document	6-7
5	Amendment of tender document	7
6	Submission of tenders	7-8
7	Deadline for submission of tenders	9
8	Opening of tender	9
9	Period of validity of tenders	9
10	Earnest Money Deposit	10
11	Prices	10
12	Technical Specification	11
13	Evaluation of tenders	11
14	Post Qualification	11
15	Security deposit	12
16	Award of contract	12
17	Period of Contract	12
18	Delivery Period & Place of Delivery	12
19	Liquidated damages	13
20	Default cause/cancellation on failure to supply	13
21	Inspection and tests	13
22	Warranty	14
23	Force majeure	14
24	Confidentiality	15
25	Payments	15
26	Corrupt or Fraudulent Practices	15
27	Rider-A, Resolution of disputes etc.	16
28	ANNEXURES	
a.	Annexure A	17
b.	Annexure B	18-21
c	Annexure C	
d.	Annexure 1 – Tender Form	22
e.	Annexure 2 – Format for Manufacture & distributor Certificate&	22-24
f.	Annexure 3 – Format for Past Performance Certificate	25
g.	Annexure 4 – Format for Annual Turn over	26
h.	Annexure 5 – Format for Details of Manufacture &distributor	27
i.	Annexure 6 – Format for details of items with drug code	28
j.	Annexure 7 – Format for Security Deposit	29
k.	Annexure 8 – Price Schedule	30-31
j.	Annexure 9 – Format for Bank Guarantee for E M D	32

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 Services specified in **Annexure-A** Schedule of Requirements, for the use in MSACS.

1.2 Interested eligible bidder may obtain further additional 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 Maharashtra State AIDS Control Society, Mumbai 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 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 If any Tenderer wishes to lodge any complaint against the other Tenderer regarding of false documents, information etc, the Tenderer has to submit the complaint before price bid opening along with deposit of Rs.1,00,000 (Rupees 1 Lakh Rupees only) in the form of Demand Draft drawn in favor of Project Director Maharashtra State AIDS Control Society, payable at Mumbai in terms of deposit. This complaint will be submitted to the "MSACS level Purchase Committee" along with facts. The amount so deposited shall be refunded, if after scrutiny the complaint is found to be true by the MSACS 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.

1.7 **While Bidding for the Tender, Rates for Each Commodity (1. Commodity-Abacavir 60/Lamivudine 30 mg, & 2. Commodity- Ziduvudine 60/ Lamivudine 30 mg) will be c onsidered as separate Commodity. The tender with the lowest rate for each Commodity will be finalized according to the terms & Condition in the tender document.**

2. **Eligibility criteria:**

Eligibility criteria for this Tender is as given below:-

2.1 The successful bidder can appoint his territorial distributors at his own cost & at own risk at the time of Supply after awarding of the tender. **Payment against supply order issued from state level will made at Mumbai. In case order is issued from circle/ district level manufacturer can appoint distributor for supplies as well as collection of payment however** distributor should fulfill the criteria given below Manufacturer has to authorize the distributor while participating in tender along with distributor's documents namely valid drug license and recent sales tax clearance certificate. Bidder will be solely responsible for all types of quality issues even though supplies are made by distributor. For items manufactured outside India, the manufacturer / subsidiary shall submit following documents along with tender.

i) Authority letter of the original manufacturer stating that the tendering firm is wholly owned subsidiary of manufacturer India.

ii) Valid import license in form 10 for drugs & medical devices. And IEC code for other Products/C.E. certificate.

iii) Bankers certificate.

iv) Bill of entries to access that the product is imported in India since last 3 years

v) Original manufacturer's certificate that the product is being used in country of origin

2.2 The minimum annual turnover of the bidder shall be as indicated below for the period of past three years i.e. (2019-20, 2020-21, 2021-22) to qualify per year. This is applicable for Schedule as a whole.

pSir. No.	Description	Approximate Quantity Tablet	Tender Fee
1	Abacavir 60/Lamivudine 30 mg	14,20,162	3000
2	Ziduvudine 60/ Lamivudine 30 mg	2,12,280	

2.3 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 years (2019-20, 2020-21, 2021-22) in the format given in Annexure -4.

2.4 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.

2.5 Tenderer must have 3 years (2019-20, 2020-21, 2021-22) certificate issued by the Drug Commissioner of the State (as per Annexure-2of the tender document) as a Manufacturer for the item quoted in the tender This certificate must be signed by the Drug Commissioner of State or any person authorized by Drug Commissioner of the State. Firms must have three completed years" experience of manufacturing and supply as on date of opening of the tender.

2.6 Tenderer (manufacturer) must have valid WHO GMP with product list OR Product wise (COPP) Certificate issued by the State Drug authority.

2.7 Tenderer must have adequate production capacity/Stock of the quoted item with 2 year (within the expiry period) of the quoted item to accomplish the delivery within the stipulated period specified in the tender document and must submit a certificate **(Annexure-2)** issued by the State Drug Commissioner.

2.8 Tenders are not allowed from manufacturer or Distributor for the product (s)for which the Firm 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. No guarantee is given for issue of order of total quantity mentioned in the tender document. The bidder has to supply quantity as may be by the Direct Demanding Officers during the currency of the contract.

2.9 The eligible manufacturer must submit particulars of quantity of the past supplies made asper the performance statement Format provided in the tender document without any alteration, during the last Three calendar years, out of this at least 25 % quantity for similarProduct as specified in the Technical Specification and in the Schedule of Requirements & must have been supplied in any one of the last 3 (Three) calendar years, 2 (Two) months before the date of tender opening to be eligible & to qualify for evaluation(Annexure 3)

3. Cost of bidding

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 Tenderer requiring any clarification of the tender document shall contact the Purchaser by letter or email 10 days prior to last date & time for closing sale of tender. Office Phone No. 022-024113097 / 24115619 / 24115791 prospective renderer's requiring any clarification after the last datewill not be entertained.

5. Amendment of tender document

At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender

documents by issuing Addenda/Corrigendum. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents. And it will be assumed that the information contained in the amendment will have been taken into account by the Tenderer in its tender. Information about those who have purchased the tender documents will be placed on website. To give prospective Tenderer 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 Tenderer by placing it on website of the extended deadline and will be binding on them.

6. Submission of tenders

6.1 Late tender offers:

Late tender fee, EMD, or other papers to be submitted on or before sale close of tender on any count shall be rejected summarily. Delay due to Post or any other reason (for e.g. : electricity/internet/etc.) will not be condoned

6.2 Envelope No. 1 (Technical Bid):

Technical offer must be submitted online at https://phd.maharashtra.nextprocure.in per the instructions on the portal. The Tenderer must upload the following documents as pre- tendering process.

FOLLOWING DOCUMENTS ARE MANDATORY & SHOULD BE ENCLOSED IN SEQUENCE & ORDER.

(Technical Bid): Technical offer must be submitted.

The Tenderer must submit the following documents along with the tender .

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.
3. Authorization letter nominating a responsible person of the Tenderer to transact the business with the Purchaser.
4. Attested photocopy of drug manufacture &distributor license duly approved by the Licensing Authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. If quoted item is manufactured at different places, Manufacture & distributor License & Performance certificate from all such places from respective Food & Drug Administration should be enclosed. However Loan Licensee is not allowed.
5. Current/Valid WHO GMP with product list OR Product wise (COPP) Certificate issued by the State Drug Authority.
6. Certificate issued by Drug Commissioner of the State as a Manufacturer for each Drug quoted for the last 3 years along with list of items **(Annexure-2).**
7. Production certificate issued by the Drug Commissioner of the State as per **Annexure-2**
8. Performance statement of the offered product for last three years in the format given in **Annexure-3** supported by copies of purchase orders/satisfactory certificates issued by the clients for major supplies or certificate issued by superintendent central excise department.
9. Technical compliance of the offered product as per **Annexure- A, B & C**.
10. Non-conviction Certificate issued by the Drugs Commissioner of the State certifying that the items quoted (along with list of items) have not been cancelled for last three

years.**(Annexure-2).**

11. Annual turnover statement for last 3 years (2018-19, 2019-20, 2020-21) in the format given in **Annexure -4** certified by the Chartered Accountant.
12. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e (2018-19, 2019-20, 2020-21) certified by the Auditor.
13. GST Registration certificate
14. GST Clearance Certificate up to 31st March 2021 or the latest copy of the GST return submitted.
15. **Affidavit on non-judicial stamp paper of Rs. 100/- that the rates quoted in the tender are not higher than D P C O, N P P A or not higher than MRP to be submitted to this office along with online paid tender fees, EMD on or before sale close of the tender. To be submitted to this office along with online paid tender fees, EMD on or beforesale close of the tender.**
16. **Bidder should submit "Affidavit on non-judicial stamp paper of Rs.100/- regarding the firm has not been found guilty of malpractices, misconduct or blacklisted/debarred for the quoted product by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in on the date of submission tender document for the quoted items."To be submitted to this office along with online paid tender fees, EMD on or before sale close of tender.**
17. Attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006, and registered under Central Stores Purchase Organizations. If firms of any of these Small Scale Industries categories wish to enjoy any preference declared by Maharashtra Government Resolution under which they are entitled for preferences should be submit along with Registration Certificates failing which they shall be treated at par with other tenderers. This preference shall invariably be applicable to the Manufacturers for the specific product as per technical specifications of this tender. Exemption for submission of Tender fee/EMD will also applicable to concern distributor
18. Details of manufacture unit in **Annexure-5.** The details containing the name and address of the premises where the items quoted are actually manufactured.
19. Details of items quoted with name and drug code as per **Annexure-6.**
20. Details of technical personnel employed in the manufacture &distributor and testing unit Along with plant and machinery available.
21. **Sample** –
    Testing of sample will be done by purchaser from any NABL Certified lab as per requirement. Cost of testing will be borne by tenderer
22. **The Govt. orders issued by industries department & Public Health Department, Govt. of Maharashtra time to time will be applicable to this tender.**
23. **Annexure A,B&C Technical specification compliance:** Compliance on each parameter with Detailed substantiation how the offered product meets the requirement.(**Do not write Simply Yes or Complied or As per IP/BP/USP. If written then bid will be rejected**)

6.3 Envelope No. 2 (Price bid):

(a) All Commercial offers must be submitted online

https://phd.maharashtra.nextprocure.in as per theinstructions on the portal.

(b) Rates should be quoted in the Price Schedule **Annexure-8** only.

(c) Tenderer are strictly prohibited to change/alter specifications or unit size given in Annexure-A Schedule of requirements while quoting.

7 Deadline for submission of tenders

For Submission of tender tenderer must complete the online bid submission stage as peronline schedule of the tender. The MSACS 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 MSACS and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended. 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 foropening of tender for which tenderer is free to attend himself or depute an authorized officer as his representative. **Annexure-2**

8.1 Opening of Envelope No.1 (Technical bid)

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

8.2 Opening of Envelope No.2

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 MSACS separately to the eligible tenderers of Envelope No. 1.

9. Period of Validity of tenders:

The tenders shall remain valid for a period of **180 days** after the date of opening of Envelope No**. 1 (Technical bid).** A bid valid for a shorter period shall be rejected.

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

10. Earnest Money Deposit:-

10.1 All tenders must be accompanied with Earnest Money Deposit (EMD - Online) for the amount Of

Sir. No.	Description	EMD in Rs
1	Abacavir 60/Lamivudine 30 mg	50,000/-
2	Ziduvudine 60/ Lamivudine 30 mg	

10.2 The EMD shall be submitted online in favor of Project Director, Maharashtra State AIDS Control Society.

10.3 Bidder Firms who are registered for offered product under Micro & Small, Medium

Development Corporation, and registered under Central Store Purchase Organizations 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.

10.4 The tenders submitted without EMD will be summarily rejected.

10.5 Unsuccessful tenderer's EMD will be discharged/returned within a period of 30 days after award of contract to the successful bidder

10.6 Tenderer shall not be entitled for any interest on EMD

10.7 The successful tenderer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.

10.8 The EMD shall be forfeited:

a) In case the tenderer quotes prices higher than allowed as per DPCO, NPPA or higher than MRP.
b) Tenderer fails to accept the purchase order.
c) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
d) In case of a successful Tender, if the tenderer fails:
(i)To sign the Contract in accordance with terms and clause conditions or.
(ii)To furnish security deposit as per tender 15 .

11. Prices

The prices quoted and accepted will be binding on the tenderer and valid for a period of one year from the date of signing the contract and any increase in price will not be entertained during the contract period. If quantity to be procured is more than one crore then

1. If L1 gives affidavit that he is going to supply the floated qty within stipulated periodthen no matching rate with L 2.

2. If L1 does not give affidavit regarding supply of floated Qty within stipulated period then lowest rate offered by L 1 will be treated as contract rate and L 2 will be allowed to reduce the rates to match rates offered by L1 for that particular item. Supply order will be issued in favour of L1 & L2 proportion ratio will be 60: 40 respectively. If L2 is not agree to match rates of L1 the supply order will be issued in favor of L1 only Purchases may be made on staggered basis as per the requirement of the Purchaser. Tender has been called for in the generic names of drugs and should quote the rates for the generic products only. The Tenderer shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. Tenderers shall quote for the complete requirements of drugs, failing which such tenders will not be taken in to account for Evaluation.

Rates should be quoted in Indian Rupees only for each of the required medicines separately on door delivery basis according to the unit asked for strictly as per the format of price schedule (Annexure-8). Tender for the supply of drugs, medicines, etc.

The price quoted by the tenderer shall not in any case, exceed the controlled price, if any, fixed by the Central Government under (D P C O) OR (NPPA) and the Maximum Retail Price (MRP). The Purchaser at their discretion will exercise the right to revise

the price at any stage so as to conform to the controlled price or MRP as the case may be. The discretion will be exercised without prejudice to any other action that may be taken against the tenderer. Only landed cost mentioned in the price bid (quoted by the

bidder) is considered for rate comparison. Payment of all applicable taxes to concerned authority is the responsibility of the tenderer.

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.

a) In case of any enhancement in Excise Duty/ GST due to statutory Act of the Govt. Or any other taxes newly levied by 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 of the drugs approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer 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.

To ensure sustained supply without any interruption the Purchaser reserves the right to split orders for supplying the requirements amongst more than one tenderer provided that, the rates and other conditions of supply are Same.

12 (A) Technical specifications: :

The Tenderer 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. The tenderer shall submit FDA/NABL accredited drug testing laboratory test report of offered product. Annexure A&B.

12 (B) Tenderer shall carefully read & understand the packing specifications mentioned In Annexure C .

13 Evaluation of tenders:

After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The Purchaser shall scrutinize the documents mentioned above for its eligibility, Validity, applicability, compliance and substantiation including post qualification criteria as per tender document. The Purchaser shall also analyses that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received. The technical scrutiny shall be on the basis of submitted substantiation documents and relevant pharmacopeia and Drugs and Cosmetics Act and Rule including allied standards of BIS codes as applicable pertaining to packing materials. 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 tenderers can check their tender evaluation status on the website. Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelop no. 2in the website and Envelope No. 2 (Commercial bid) of such tenderers shall be opened later, on a given date and time. Each item/medicine will be evaluated separately.

14. Post Qualification:

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

15. Security Deposit & Contract Agreement

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 expiry of medicine and enter into Contract Agreement on Rs. 100/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer. In the event of any replacement of defective goods during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of one year and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty. In case the tenderer quotes prices higher than allowed as per DPCO, NPPA or higher than MRP or/and fails to supply the goods consistently the tenderers will be declared as a Fraudulent and defaulters

a) The extra expenditure incurred because of extra cost and because of risk purchase shallbe recovered from the tenderer.
b) The tenderer's Security Deposit in the form of Bank Guarantee will be forfeited.
c) The tenderer will be debarred from participating in the tender for next three years The Security Deposit should be in the form of Bank Guarantee in favour of the **Project Director, Maharashtra State AIDS Control Society.** payable at Mumbai from any Nationalized or scheduled bank (**Annexure-7)**

The Security Deposit will be discharged by the Purchaser and returned to the Supplier notlater than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. 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. ward 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 liable for award as clause no. 11 of this tender.

16.2 The Purchaser will place supply orders on staggered basis 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.

16.3 Contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the purchaser within stipulated time.

17. Period of Contract:.

The period of contract shall be One year from the date of execution of the contract.

18. Delivery Period & Place of delivery :

Sir. No.	Description	Delivery Period
1	Abacavir 60/Lamivudine 30 mg	30 days
2	Ziduvudine 60/ Lamivudine 30 mg	

The goods should be delivered **with proper maintenance of cold chain (if required)** from the date of receipt of supply order to the consignee. The consignees will be as per Annexure-A. Consignee and delivery period may change by direct Demanding Officer.

19. Liquidated damages:

If the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of 10%.

20. 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**.**

21. Inspections and tests

21.1 The drugs shall be subjected for laboratory analysis at Bidder/Vender, purchaser & consignee level**.** Testing of supplied drugs will be done by purchaser and consignee from any FDA/NABL Lab. Cost of testing will be borne by Tenderer.

21.2 The drugs shall have the active ingredients at the maximum permissible level throughout the shelf life period of the drug. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or miss branded, such batch/batches will be deemed to be rejected goods. The Purchaser shall be the final authority to reject full or any part of the supply, which is not confirming to the specifications and other terms and conditions. No payment shall be made for rejected stores. Rejected items must be removed by the renderers within two weeks of the date of rejection at their own cost and replaced immediately. In case rejected items

are not removed it will be destroys at the risk, responsibility & cost of Bidder/Vender. Disposal of defected/substandard goods should be under intimation and as per the instructions from FDA. Recovery on account of supply of substandard medicines will be whole amount of payment made i.e. Full quantity irrespective of quantity used/not used.

21.3 After supply at District and Health Institution level, random samples from each batch will be sent to Govt. approved laboratory for testing by the concerned officer. In the event of the samples of drugs and medicines supplied failing quality tests the Purchaser is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or the open market or from any other Tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost from the Bidder/Vender.

21.4 If the drugs declared as misbranded, adulterated and spurious as per Drugs and Cosmetics Act, 1940 amended from time to time, the concerned Bidder/Vender or distributor shall be blacklisted for a period of next three years.

22. Warranty

22.1 All goods must be of fresh manufactured and must bear the dates of manufacture & distributor and expiry.

22.2 The Supplier should submit the written warranty that all goods supplied under the Contract will have remain a shelf life should be at least $3/4^{th}$ of shelf life at the time of 2 year supplier as per Drugs & Cosmetics Act 1940 upon delivery at final destination has "overages" within the ranges Set forth in the Technical Specifications, and are not subject to recall by the Applicable regulatory authority due to unacceptable quality or an adverse drug reaction and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

22.3 The Purchaser shall have the right to make claims under the above warranty after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, within the period of 15days replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered. Disposal of defected/substandard goods should be under intimation and as per the instructions from FDA.

22.4 In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. Disposal of defected/substandard goods should be under intimation and as per the instructions from FDA

22.5 If, after being notified that the defect has been confirmed pursuant to above clause, the Supplier fails to replace the defective Goods within the period of 15 days the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage, in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract. This action will be under intimation and as per the instructions from FDA.

22.6 In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

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 renderers 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 bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

25. Payment

100% Payment shall be made upon submission of following documents :

(i) 3 copies of supplier's invoice.

(ii) Receipt certificates issued by the consignees.

The purchaser shall have every rights 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 anything 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 omission of facts in order to Influencea 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 Tenderer, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non-competitive level; and. "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.

26.5 "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;.

26.6 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 disputeamicably.

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 (insert name and designation of the officer), 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 itsinterpretation.

27.4 APPLICABLE LAWS.

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

27.5 IDEMNIFICATION

The contractor shall indemnify the purchaser against all actions, suit, claims and demandor 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 actionor 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 ingood faith or intended to be done in pursuance of tender.

Annexure-A

Schedule of Requirements:

Sr. No	Item description	Pack Form	Approximate Quantity Tablet	Delivery Period
1	Abacavir 60/Lamivudine 30 mg		14,20,162	30 days
2	Ziduvudine 60/ Lamivudine 30 mg		2,12,280	

Delivery Terms : To the consignee destination on door delivery basis
As per tender conditions

Consignees : Consignee will be MSACS Warehouse.

Supply : Will be by Generic Name of Drugs

Validity of Rates : Two Year from the date of allotment

Annexure-B

TECHNICAL SPECIFICATIONS

Abacavir 60/Lamivudine 30 mg & Ziduvudine 60/ Lamivudine 30 mg

Following are the minimum equirements. Products offered must meet these parameters herein.

Sr. No.	Drug Name	Unit	Approx. Tender Quantity in Units
1	Abacavir 60/Lamivudine 30 mg	Tablet	14,20,162
2	Ziduvudine 60/ Lamivudine 30 mg	Tablet	2,12,280

Delivery Terms:

(a) The delivery shall be on DDP (Destination basis) .

(b) The delivery (In lot wise manner):-

Sir.No	Item	Quantity	Delivery Time
1	Abacavir 60/Lamivudine 30 mg	14,20,162 Tablet	100% of tender Quantity of tablets to be supplied within 30 Days of receiving Purchase Order by Vendor.
2	Ziduvudine 60/ Lamivudine 30 mg	2,12,280 Tablet	

Sr. No.	Name of the Drug	Each formulation contains		Quantity(tablets) per Container	Shelf life
I	Abacavir 60/Lamivudine 30 mg	Abacavir IP	60 mg	60	2 Years
		Lamivudine IP	30 mg		
2	Ziduvudine 60/ Lamivudine 30 mg	Ziduvudine IP	60mg	60	2 Years
		Lamivudine IP	30mg		

Technical Specifications for ARV Drugs

*Available in scored form.

*IP standards are applicable for drugs which are available in IP. For drugs which are not available in IP, other official Pharmacopoeia(s) are applicable. If not available in any of the official Pharmacopoeia, 'In House' standards specified are applicable as per Drugs and cosmetics Act, 1940 and Rule there under.

SCHEDULE FOR PACKING OF ARV DRUGS AND MEDICINES:

Annexure 5: Approved Packaging for ARV drugs under NACP

Table-I Approved Packaging for ARV drugs in Tablets

Primary Container	Label	Secondary Container
I. Suitable opaque plastic bottle to contain tablets/capsules according to the packaging size	I. Glazed label in accordance with statutory requirement as per Drugs and Cosmetics Act 1940 and Rules There under	I. 5 ply Shipper to accommodate between 60-100 bottles per shipper.
2.Each bottle duly scaled with plastic plug/diaphragm and may contain desiccant.		2. Shipper fabricated from virgin Kraft paper. 3 Liner - 1500SM, 2 Flute - 150 GSM BS: NLT 12.5 KG/sq.cm
3.Tightly fitting suitable screw cap	2. Standard colour of labels to be used as approved by NACO	3. Each Shipper to be labeled as per statutory requirements
4. Include barcode at primary packaging. GS' Data Matrix (two dimensional) symbology is the preferred option.		4. The supplier should have the facility to store and transport Tablet in bottles at 2-80 C wherever required
5. Other barcode symbologics (EAN/U PC, GS I —128 and GS I Databar) on primary level packaging shall also be acceptable		5. It is desirable to include a 2-dimensional Quick Response (QR) code at Secondary level packaging

IV. Case Identification

All cases should prominently indicate the following

1. Purchaser‟s line and code numbers
2. The generic name of the product
3. The dosage form (tablet, ampoule, syrup)
4. Date of manufacture and expiry (month and year) (in clear language not code)
5. Expiration dte(Month& year)
6. Batch number
7. Quantity per case (Carton containing -------- secondary packages)
8. Special instructions for storage and handling
9. Name and address of manufacture
10. Any additional cautionary statements.

V. Marking:

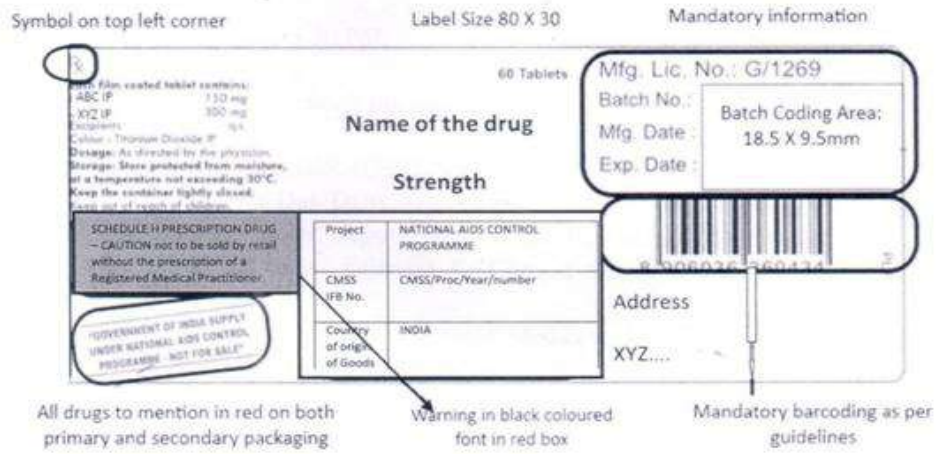
Each packing shall be marked with nomenclature of the Item and shall be labeled in accordancewith the requirement of the Drugs and Cosmetics Act, 1940 or relevant standards as applicable.

Annexure 6: Artwork for ARV drugs under NACP

- Name of the drug: The proper name of the drug shall be printed or written in a more conspicuous manner than the trade name, if any, which shall be shown immediately after or under the proper name.
- For drugs included in the Indian Pharmacopoeia or the official pharmacopoeias and official compendia of drug standards prescribed in Rule 124, the name or synonym specified in the respective official pharmacopoeias and official compendia of drug standards followed by the letters I.P., or, as the cast may be, by the recognized abbreviations of the respective official pharmacopoeias and official compendia of drug standards.
- A correct statement of the net content in terms of weight, measure, volume, number of units of contents, number of units of activity, as the case may be, and the weight, measure and volume shall be expressed in Metric system.
- Content of active ingredients: This shall be expressed as follows:
    a) For oral liquid preparations in terms of the content per single dose, being indicated in 5 milliliters , provided that where the dose is below 5 milliliters the contents of active ingredients may be expressed in terms of 1 milliliter: or fraction thereof. Provided further that where the single dose is more than 5 milliliters, the content of active ingredients shall be expressed in terms of minimum single dose as approved by the licensing authority.
    b) For tablets, capsules, pills and the like, in terms of the content in each tablet, capsule, pill or other unit, as the case may be:
    c) For other preparations, in terms of percentage by weight or volume or in terms of unit per gram or milliliter, as the case may be:
    d) For tablets, capsules, pills and the like, in terms of the content in each tablet, capsule, pill or other unit, as the case may be.
- The name of the manufacturer and the address of the premises of the manufacturer where the drug has been manufactured:
- Every drug manufactured in India shall bear on its label the number of the license under which the drug is manufactured, the figure representing the manufacturing license number being preceded by the words "Manufacturing License Number" or "Mfg. Lice. No. or "Mt."
- If it contains a drug substance specified in Schedule 11, be labeled with symbol Rx and conspicuously displayed on the left top corner of the label and shall also be labeled with the following words in legible black colored font size in completely red rectangular box

SCHEDULE H PRESCRIPTION DRUG — CAUTION Not to be sold by retail without the prescription of a Registered Medical Practitioner.

- All drugs to mention - "Government of India Supply under the National AIDS Control Programme - Not for Sale" on both primary and secondary packaging.


Symbol on top left corner
Label Size 80 X 30
Mandatory information
60 Tablets
Name of the drug
Strength
Mfg. Lic. No.: G/1269
Batch No.:
Mfg. Date :
Exp. Date :
Batch Coding Area: 18.5 X 9.5mm
SCHEDULE H PRESCRIPTION DRUG – CAUTION not to be sold by retail without the prescription of a Registered Medical Practitioner.
Project
NATIONAL AIDS CONTROL PROGRAMME
CMSS IFB No.
CMSS/Proc/Year/number
Country of origin of Goods
INDIA
Address
XYZ....
All drugs to mention in red on both primary and secondary packaging
Warning in black coloured font in red box
Mandatory barcoding as per guidelines

ANNEXURE -1

Tender Form

To

Project Director,
Maharashtra State 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 tendered

Note: This form must be signed & Stamped in original to be submitted to this office along with online tender fee + EMD 2 Affidavits on or before sale close of tender.

ANNEXURE –2

CAPACITY AND QUALITY CERTIFICATION FROM DRUG AUTHRITY

(To be submitted on official letter of drugs authority and stamped with Govt. Seal)

FDA Reference no. Date-

1. Name of the firm :M/S ----------
   Address _____
   Telephone_____ email-_____
   Tele fax _____ website----------

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

Name of Firm : _____

Sr No. of the item as in tender enquiry	Name & Specification of the item	Date of issue of Mfg .license for the product	Date of marketing the 1st batch	Actual production details						Remarks
				20119-20		2020-21		2021-22		
				Batch No.	Batch size/ quantity	Batch No.	Batch size/ quantity	Batch No.	Batch size/ quantity	

2. Drug licence No.1)---------- Date of issue- Valid till date-----
   Location address------ -
3. Drug Licence No.2)---------- Date of issue- Valid till date-----
   Location Address----------
4. Drug Licence No.3)---------- Date of issue- Valid till date-----
   Location Address---------- -
5. All the above licenses are valid, own licenses and not loan licences
6. M/s._____(Name Of firm) is properly registered to supply Medicines / Medical devices and is in good legal and statutory standing and is licensed as a primary manufacturer of the range of Medicines/Medical devices to be offered. (The list of medicines/medical devices for which tenderer wishes to participate is attached herewith).

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

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

12. M/S_____(Name of firm) retains full records of production batches and quality control test results, and will exhibit these on request.
13. M/S_____(Name of firm) has at least three years experience in the manufacture &distributor of specific dosage forms it will bid on, and has three years or more experience in producing any product covered by this Invitation for Bids.
14. M/S_____(Name of firm) has experience with the knowledge of modes of packing, distribution, and transportation of Medicines similar to that of the Purchaser in terms of level of development, climate, etc.

We herby certify that the above information is true and accurate to the best of our knowledge. We understand that the provision of information that is later found to be false is sufficient justification for disqualification.

Signature of Officer
in relevant Drug Control authority Date: _____
Full Name (Printed) _____
Position of Officer

In relevant Authority _____

Signature of the Manufacturer

Signature of the State Drug Commissioner along with address And seal

Note: Firm will have to produce documentary evidence respect of production as and when asked for

TO BE AFFIXED WITH OFFICIAL GOVT.FDA SEAL

ANNEXURE-3

PROFORMA FOR PERFORMANCE STATEMENT
(For a period of last 3 Years)

Sr. No.	Year	Name and full address of the purchaser	Name of the product	Batch No.	Quantity

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

ANNEXURE-4

ANNUAL TURN OVER STATEMEMT F0R 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 Crores
1		
2		
3		

Date:

Seal

Signature of Auditor/
Chartered Accountant
Name (in capital letters)

ANNEXURE-5

DETAILS OF MANUFACTURE & DISTRIBUTOR UNIT

1. Name of the tenderer :

2. Full address :

3. Phone Nos. :

4. Fax No. :

5. Email ID :

6. Date of inception :

7. Licence No. &date :

8. Issued by :

9. Valid up to :

10. RTGS (Real Time Gross Settlement)System or Core Banking A/c No.: :

11. Details of installed production capacity for 60 days / 1 year in terms of unit packs: :

(a)Tablets :

(b) Capsules :

a.General :

b.Beta - lactum :

(c) Injections :

a.Ampoules :

b.Vials :

c.I.V. Fluids :

d.Sterile powder :

Name & designation of authorized signatory: :

Specimen signature of the authorized signatory: :

Note:The details of manufacture &distributor unit shall be for the premises where item quoted are actually manufactured.

Annexure-6

DETAILS OF ITEMS QUOTED WITH DRUG CODE

1. Name of the firm :

2. Address as given in drug licence :

3. Drug Licence No. in Form 25 & 28 :

4. Import Licence No. :

5. Date of issue :

6. Validity :

7. Revised Schedule M compliance Certificate obtained on :

8. Non-conviction Certificate obtained on :

9. Market standing certificate obtained on :

10. Details of endorsement for all products:

Sr. No.	Drug code	Drug name	Specifications IP/BP/USP	Date of endorsement obtained from State Drugs Commissioner	Whether Endorsement is in Generic or brand name

Add As Many Rows You Want To Add

(Additional column should be inserted asking date of permission from CDSCO,in case of all newly introduced drugs and Fixed dose combinations)

ANNEXURE -7

SECURITY DEPOSIT FORM

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier)
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated, 200.... to supply..... .....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....200.....

Signature and Seal of Guarantors
.....
.....
.....
Date.....200....
Address.....
.....

(To be kept in Envelope No. 2)

Annexure-8
PRICE SCHEDULE

Sr. No.	Name of the Drug	Each formulation contains		Quantity(tablets) per Container	Shelf life
I	Abacavir 60/Lamivudine 30 mg	Abacavir IP	60 mg	60	2 Years
		Lamivudine IP	30 mg		
2	Ziduvudine 60/ Lamivudine 30 mg	Ziduvudine IP	60mg	60	2 Years
		Lamivudine IP	30mg		

Item description	Pack size in Box	Quantity of Tablets	Ex-factory cost	Excise duty (In)	GST as applicable for Govt. supplies (In)	Other incidental charges (please specify) (In)	Total landed cost per unit(4+5+6+7) Per Tablet	Total cost Rs.(3 x 8)
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
Abacavir 60/Lamivudine 30 mg Tablet	**1 x 100 x 60 =(6,000 Tablet)**	14,20,162						
Ziduvudine 60/ Lamivudine 30 mg	**1 x 100 x 60 =(6,000 Tablet)**	2,12,280						

Total tender price (in words) _____
The price should be quoted only in Indian currency
Note:
In case of discrepancy between unit price and total price, the unit price shall prevail. Only total landed cost per unit considered for rate comparison.

Signature of the Tenderer
Name
Designation
Business address

- A separate price schedule to be used for each item while quoting rates. Each price schedule to be sealed in separate envelope mentioning PRICE BID for Item_____. All such price schedule should be enclosed in envelop no. 2 which should be sealed.

Statement showing comparative prices as regards rates recent approved in the tender.

Sr. No.	Tender Item No.	Item Name	Unit Price Offere In Tender	Unit Price Offered In Bmc	Unit Price Offered In Dmer	Unit Price Offered In Esic	Unit Price Offered In Dgs & D	Mrp Price Per Unit	Wholes Ale Price Per Unit	Price As Per Dpco/ Nppa Per Unit
1	**1**	Abacavir 60/Lamivudin e 30 mg Tablet								
	2	Ziduvudine 60/ Lamivudine 30 mg								

To be uploaded in the form of PDF

Annexure-9

CONTRACT FORM

THIS AGREEMENT made the .....day of....., 200... Between ..... (Name of purchaser) of..... (Country of Purchaser) (Hereinafter "the Purchaser") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (Hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz. (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) The Price List submitted by the Supplier ;
   (b) The Schedule of Requirements;
   (c) The Technical Specifications;
   (d) Terms & conditions of tender document .
   (e) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sr. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

TOTAL VALUE:
DELIVERY SCHEDULE:
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
Signed, Sealed and Delivered by the Said (For the Purchaser)
in the presence of:.....
Signed, Sealed and Delivered by the Said (For the Supplier)

In the presence of.

Documents to be submitted in Envelop no. 1

Sr. No.	Documents Submitted	Page No.
1	Valid WHO GMP Certificate with product list / COPP (Product wise) & Valid FDA License along with product list	
2	Annexure – B (TECHNICAL COMPLIANCE OF THE OFFERED PRODUCT)	
3	Annexure-2 (Manufacture &distributor certificate along with list of quoted product licensed to be manufactured + Production certificate by Drug Commissioner + Non conviction certificate)	
4	Annexure-3(PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates	
5	Annexure-4(ANNUAL TURNOVER STATEMENT FOR LAST 3 YEARS)	
6	Annexure-5(DETAILS OF MANUFACTURE &DISTRIBUTOR UNIT)	
7	Annexure-6Details of items quoted with name & drug code	
8	Audited Balance Sheet (2018-19)	
9	Audited Balance Sheet (2019-20)	
10	Audited Balance Sheet (2020-21)	
11	Power of attorney, resolution of board etc. authorizing an officer of the Tenderer	
12	Authorization letter nominating a responsible person of the Tenderer to transact the business with the Purchaser	
13	Attested photocopy of Valid manufacturer's factory and distributors license for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license	
14	GST Registration certificate	
15	GST Clearance Certificate up to 31 March 2016 or the latest copy of the GST return submitted Attested copy of valid registration made under Directorate General of Supplies	
16	&Disposal (D.G.S.& D), Small Scale Industries (S.S.I) & National Small Scale)Industries Corporation (N.S.I.C) should be submit, if applicable	
17	E M II certificate to be submitted in case of SSI. CSPO, NSIC.	
18	Details of technical personnel employed in the manufacture &distributor and testing unit along with plant and machinery available	
19	ADDITIONAL INFORMATION RELATED TO TENDER	
20	Annexure-1 (Tender Form) duly signed & stamped	
21	Affidavit on non-judicial stamp paper of Rs. 100/- that the rates quoted in the tender are not higher than D P C O, N P P A or not higher than MRP	
22	Affidavit on non-judicial stamp paper of Rs.100/-regarding the firm has not been found guilty of malpractices, misconduct or blacklisted/debarred for the quoted product by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in on the date of submission tender document for the quoted items	

Following documents to be submitted in original to this office on or before the sale close of tender on address mentioned below &<u>all other documents to be submitted through e tendering (On line)</u>

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

RIDER A

27. 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.

28. 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), 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 ConciliationAct, 1996 and the rules made there under.

29. GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

30. 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.

31. 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.

सहसंचालक आयईसी
(श्रीमती सुधेशना चक्रवर्ती)

सहसंचालक सीएसटी
(डॉ. प्रमोद देवराज)

सहसंचालक सीएसटी
(डॉ.लोकेश गभाणे)

वित्त अधिकारी/ सह. संचा.रा.पु/सहसंचालक वित्त
(श्री. सुजित आकडेकर)