

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 Ice- Line Refrigerators (ILRs) for Maharashtra State AIDS Control Society,
Financial Year 2022-23**

Tender reference No:

MSACS/Proc/Ice- Line Refrigerators (ILRs) for Maharashtra State AIDS Control Society, Financial Year 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 Product Quantity	Tender Fee
1	Ice- Line Refrigerators (ILRs)	85	3000

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 - Tender for Providing Ice- Line Refrigerators (ILRs) for Maharashtra State AIDS Control Society, Financial Year 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.

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	13-03-2023 .1100 Hrs	27-03-2023 17.30 Hrs
Bid Submission	13-03-2023 .1100 Hrs	27-03-2023 17.30 Hrs
Tender Opening	28-03-2023 11.00 Hrs	

Note:

Pre bid meeting will be held on 16-03-2023 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 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

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Eligibility criteria

Terms and Conditions

1. General Terms and Conditions

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as tender document. (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable.

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organization. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted /attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period /Time shall be essence of the Contract and delivery must be completed not later than such date (Delivery Period 30 days of given the work order for Supplier/Bidder). Any modification there to shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC (General Terms & Condition) shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC (General Terms & Condition) shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Additional Terms and conditions

2.1 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of tender/bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Bidder Turn Over Criteria: Bidder should provide last 3 years financial turnover, out should be Rs. 1 Crore. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

Sr. No.	Description	Turnover of company in Rs
1	Regarding Bidder Turn Over	1,00,00,000/-

2.3 OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criteria.

2.4 IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

2.5 Availability of Service Centers: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2.6 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.7 Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.8 ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

2.9 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.10 The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.11 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.12 Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for

Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

2.13 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed by bidder/OEM.

b. Execution certificate by client with order value.

c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.14 The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category

Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

(i) Single order of at least 35% of estimated bid value; or

(ii) Two orders of at least 20% each of estimated bid value; or

(iii) Three orders of at least 15% each of estimated bid value.

2.15 WHO approved holdover time product, listed product in who website/who list of prequalified product for holdover time.

2.16 Technology for cooling water based cooling.

1. Introduction

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.

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>

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.

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.

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.

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. 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 mollified 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. 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.

3. 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 tenderer's requiring any clarification after the last date will not be entertained.

4. 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.

5. Submission of tenders

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

Eligibility Criteria:-

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 .

Sr. No.	Documents Submitted
1	Annexure-1 (Tender Form) duly signed & stamped
2	Annexure-3(PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates
3	Annexure-4(ANNUAL TURNOVER STATEMENT FOR LAST 3 YEARS)
4	Annexure-5(DETAILS OF MANUFACTURE &DISTRIBUTOR UNIT)
5	Annexure – B (TECHNICAL COMPLIANCE OF THE OFFERED PRODUCT)
6	Audited Profit & Loss Account, Balance Sheet and Income Tax Return (F.Y. 2018-19, 2019-20, 2020-2021)
7	Power of attorney, resolution of board etc. authorizing an officer of the Tenderer
8	Authorization letter nominating a responsible person of the Tenderer to transact the business with the Purchaser
9	GST Registration certificate
10	GST Clearance Certificate up to 31 March 2022 or the latest copy of the GST return submittedAttested

	copy of valid registration made under Directorate General of Supplies
11	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
12	&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
13	Details of technical personnel employed in the manufacture &distributor and testing unit along with plant and machinery available
14	ADDITIONAL INFORMATION RELATED TO TENDER
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
16	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
17	Work Experience Certificate
18	Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
19	Availability of Service Centers list in Maharashtra

Envelope No. 2 (Price bid):

- (a) All Commercial offers must be submitted online <https://phd.maharashtra.nextprocure.in> as per the instructions 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 per online 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:

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.

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:-

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

Sir. No.	Description	Approximate Product Quantity	EMD Amount
1	Ice- Line Refrigerators (ILRs)	85	1,50,000/-

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

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.

The tenders submitted without EMD will be summarily rejected.

Unsuccessful tenderer's EMD will be discharged/returned within a period of 30 days after award of contract to the successful bidder. Tenderer shall not be entitled for any interest on EMD The successful tenderer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.

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 period then 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 Technical specifications: :

The Tenderer shall carefully read and understand the technical specifications, quality requirements, packing, applicable standards, Annexure A&B.

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. 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. 2 in 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 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 shall be 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 not later 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.

15. Award of Contract:

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.

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.

Contract will not be awarded to the successful tenderer if Security Deposit is not deposited by

him to the purchaser within stipulated time.

16. Period of Contract:.

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

17. Delivery Period & Place of delivery :

Sir. No.	Description	Delivery Period	Place of Place
1	Ice- Line Refrigerators (ILRs)	30 Days	All Over Maharashtra District Level

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. PDI Report

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.

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.

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.

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. Force Majeure:

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. 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. Force Majeure will be accepted on adequate proof thereof. If contingency continues beyond 30 days, both parties agree to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis.

23. 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 renderers 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.

24. 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.

25. Corrupt or Fraudulent Practices

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

“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. Fraudulent practice” means a misrepresentation or omission of facts in order to Influence 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;. “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. “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;.

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.

Annexure-A

Schedule of Requirements:

Sir. No.	Description	Delivery Period
1	Ice- Line Refrigerators (ILRs)	30 Days

Delivery Terms : To the consignee destination on door delivery basis
As per tender conditions (All Over Maharashtra)

Consignees : MSACS

Supply :

Validity of Rates : One Year from the date of allotment.

Annexure-B
TECHNICAL SPECIFICATIONS

Providing Ice- Line Refrigerators (ILRs) for Maharashtra State AIDS Control Society, Financial Year
2022-23

Sr. No.	Minimum Specification Requirement
1	Capacity: 200 - 300 Liters
2	Vertical Ice Lined Refrigerator to maintain temperature of +2°C to +8°C at ambient temperature of +5°C to -45°C with intermittent or continuous electricity supply for at least 8 hrs. in a 24 hrs cycle.
3	The temperature difference between any two points in the cabinet should not be more than +2°C once stabilized.
4	Holdover Time (maintain the temperature +2°C to +8°C): 20 hrs or more in a continuous ambient temperature of 43°C
5	Solid /Double Glazed Glass door with lock and handle
6	Type: Compressor cycled. CFC free (both for refrigeration and insulation). All system tubing (suction tube, freezer tube and condensing tube) should be of copper.
7	A microprocessor based control unit should be provided for setting of temperature and display of the following features: Cabinet temperature Power on LED/LCD indicator
8	Auto visual alarm against violation of temperature range (less than +2 degree <i>Celsius</i> and more than 8 degrees Celsius). Door open alarm
9	Adjustable storage wire shelves (minimum three) allowing free circulation of air
10	digital thermometer (temp range -30°C to +50°C)
11	Product should be BIS or USFDA or European CE approved
12	Power supply :220VAC/50Hz
13	Suitable voltage stabilizer should be supplied with each unit
14	Other conditions
15	The supplier will provide the initial 05 years warranty followed by 03 years comprehensive Annual Maintenance Contract (CAMC) including all spare parts, compressor & repairs.
16	The manufacturer should be able to provide service of equipment at the site of installation within 24 hours after receipt of breakdown report.
17	Purchaser reserves the right to subject the equipment for independent evaluation of performance
18	The bidder will provide installation qualification, operational qualification and performance qualification with log book for maintenance of the equipment at no extra cost
19	Manuals: Operation, maintenance & part list with detailed specifications must be provided in original
20	Onsite comprehensive training: The bidder should provide onsite comprehensive training of lab staff on operation of equipment.

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

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- 3

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

The **Annual** Turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

<u>Sr. No.</u>	<u>Financial Year</u>	<u>Turnover Rs. In Crores</u>
1	2019-20 (Assessment Year 2020-21)	
2	2020-21 (Assessment Year 2021-22)	
3	2021-22 (Assessment Year 2022-23)	

Date:

Seal

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

ANNEXURE- 4

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: ILRs

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 -5
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 theday of.....200.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....200....

Address.....

.....

Annexure-6
PRICE SCHEDULE

Item description	Quantity of Tablets	GST as applicable for Govt. supplies (In)	Total landed cost per unit(2+3) Per Tablet	Total cost Rs.
1	2	3	4	5
Ice- Line Refrigerators (ILRs)	85			

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.

Annexure-7

CONTRACT FORM

THIS AGREEMENT made theday 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
1	Annexure-1 (Tender Form) duly signed & stamped
2	Annexure-3(PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates
3	Annexure-4(ANNUAL TURNOVER STATEMENT FOR LAST 3 YEARS)
4	Annexure-5(DETAILS OF MANUFACTURE &DISTRIBUTOR UNIT)
5	Annexure – B (TECHNICAL COMPLIANCE OF THE OFFERED PRODUCT)
6	Audited Profit & Loss Account, Balance Sheet and Income Tax Return (F.Y. 2018-19, 2019-20, 2020-2021)
7	Power of attorney, resolution of board etc. authorizing an officer of the Tenderer
8	Authorization letter nominating a responsible person of the Tenderer to transact the business with the Purchaser
9	GST Registration certificate
10	GST Clearance Certificate up to 31 March 2022 or the latest copy of the GST return submitted Attested copy of valid registration made under Directorate General of Supplies
11	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
12	&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
13	Details of technical personnel employed in the manufacture &distributor and testing unit along with plant and machinery available
14	ADDITIONAL INFORMATION RELATED TO TENDER
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
16	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 PublicHealth 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
17	Work Experience Certificate
18	Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
19	Availability of Service Centers list in Maharashtra

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

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 Conciliation Act, 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 वित्त/ख.पु./भांडार
(श्री. सुजित आकडकर)