



Maharashtra State AIDS Control Society, Mumbai

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

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

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

Email: procurement@mahasacs.org

Phone : 022-024113097/24115619/24115791

**Tender for Hiring of rental godown for storage of Medicine, Condom, Blood bags,
Kits and any other material**

Not Transferable

Tender reference No:

MSACS/Proc/Annual Contract / Hiring Godown/2023-24

E- Tender No.

Issued to

M/s.....

Maharashtra State AIDS Control Society, Mumbai

E- Tender No. :

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

Description
Hiring of rental Godown for storage of Medicine, Condom, Blood bags, Kits and any other material

Detailed specification regarding E tender is available on official website

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

TENDER SCHEDULE

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

	Start Date and time	End Date and Time
Tender Document Downloading	03-05-2023 11.00 Hrs	09-05-2023 17.30 Hrs
Bid Submission	03-05-2023 11.00 Hrs	09-05-2023 17.30 Hrs
Tender Opening	10-05-2023 11.00 Hrs	

Note :

Pre bid meeting will be held on 04-05-2023 at 11.00 a.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 submission of Bid @ Rs. 750/- per tender.

A complete set of tender documents may be purchased by interested eligible bidder upon online submission of payment of a non refundable tender fee of **Rs. 3000/-** (Rupees Three Thousand Three Hundred only) as per the duration displayed in Time schedule and as per **Guidelines to contractors /bidders on the operation of electronic tendering system of Maharashtra State AIDS Control Society.**

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

Project Director, Maharashtra State AIDS Control Society, Mumbai reserves the right to increase or decrease the size of godown and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto.

Project Director,
Maharashtra State AIDS Control Society,
Mumbai

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TERMS AND CONDITIONS:

1. Introduction

- 1.1 The Project Director, Maharashtra State AIDS Control Society, Mumbai hereinafter referred to as a “Purchaser “ invites online tender in two Envelope systems for supply of item specified in **Annexure-A** Schedule of Requirements, for the use in MSACS.
- 1.2 Interested eligible bidder may obtain further information of technical specification, required quantities and other terms and conditions applicable for procurement of E-tendering website <https://phd.maharashtra.nextprocure.in> (Public Health Department) & our web sites : <http://mahasacs.org>
- 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.
- 1.4 All activities of this tender are carried out online on Website <https://phd.maharashtra.nextprocure.in> The tender document is uploaded / Released on Government of Maharashtra, (GOM) e-tendering website <https://phd.maharashtra.nextprocure.in> and has to be downloaded as well as filled up and submitted online only.
- 1.5 The size of godown mentioned in the Tender is only approximate estimated size. The Project Director, MSACS reserves the right to increase or decrease the size measurements for use of godown, to be hired without assigning any reason thereof.
- 1.6 Bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc. The bidder has to submit the complaint before price bid opening along with deposit of Rs.1,00,000/- (Rupees One Lac only) in the form of Demand Draft drawn in favour of “Project Director, MSACS” payable at Mumbai in terms of deposit. This issue will submit to Purchase Committee along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Purchase Committee. However, if the complaint found to be false and mala fide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.

2. Eligibility criteria: Eligibility criteria for this Tender :

- 2.1 Bidder must be a limited /Private limited company, registered under the Companies Act, 1956 or registered Co. Op. Society or proprietorship firm or Partnership Firm who will qualify the tender condition and qualification criteria are eligible to participate and submit their offers against this tender invitation.
- 2.2 Registration :
The bidder should also register with **Income Tax and GST**.
- 2.3 The annual Turnover of bidder shall be as mention below for the period of three years i.e. **2019-20, 2020-21 & 2021-22 to qualify per year.(Financial Year)**

Sr. No.	Description	Turnover of company in Rs
1	Hiring of rental godown for storage of Medicine, Condom, Blood bags, Kits and any other material	25,00,000/-

- 2.4 The tenderers shall produce certificate from Chartered Accountant for annual turnover of last three financial years i.e. **2019-20, 2020-21 & 2021-22**. The tenderers shall produce audited balance sheet and Profit and loss account of last three Financial years i.e. **2019-20, 2020-21 & 2021-22**.
- 2.5 The bidder should have in hand or completed, vast experience in Providing rental godown for storage of Medicine and any other material in the Government/ Private/ Public sector (Central or State)/Municipal Corporations during last three financial years.

Note: Tenders are not allowed from the firm found guilty of malpractice,

misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority, Other State Government/Central Government's organizations.

3. Cost of bidding

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

4. Clarification of tender document

A prospective bidder requiring any clarification of the tender document shall contact the Purchaser by letter or email prior to last date & time of closing sale of tender. Email ID – procurement@mahasacs.org For e-tendering process related Queries can be sent on email – support.gom@nextenders.com Help line number available on website – 020-30187500, **9167969601/9167969604**. A prospective bidders requiring any clarification after this last date will not be entertained. A prospective bidders requiring any clarification after this last date will not be entertained.

5. Amendment of tender document

5.1 At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender documents by issuing Addenda/Corrigendum.

5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents. It will be assumed that the information contained in the amendment will have been taken into account by the bidder in its tender.

5.3 Information about those who have purchased the tender documents will be placed on website.

5.4 To give prospective bidders reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser shall extend, at its discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all bidder by placing it on website of the extended deadline and will be binding on them.

6. Submission of tenders:

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

Tender should be submitted through website <https://phd.maharashtra.nextprocure.in> and Online only in two envelopes i.e. **Technical Bid in envelop no.1 & Commercial bid in Envelop no. 2**

To prepare and submit the tender/offer online all bidders are required to have e-token based DIGITAL CERTIFICATE. Digital signature certificate should be obtained from competent authority. However the e-tender website or helpline numbers may guide you for obtaining the same.

6.1 Late tender offers:

Agency should submit their required samples on or before last date of “Bid Submission”.

6.2 Envelope No. 1 (Technical Bid):

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

Attested scanned copies in .pdf or .jpg or .zip format of following documents from No.1 to No. 13 are mandatory & should be enclosed in sequence & order.

1. Tender Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the Purchaser.(not applicable for proprietorship)
3. In proof of having fully adhered to the minimum eligibility criteria at 2.1, attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies shall be acceptable.
4. In proof of having fully adhered to minimum eligibility criteria at 2.2 The bidder should also register with Income Tax and GST.
5. Attested copy of PAN card.
6. In proof of having fully adhered to minimum eligibility criteria at 2.5, attested copies of experience certificates for completed or ongoing works /Services issued by the Government/ Private / PSUs / Municipal Corporations shall be acceptable. The bidder has to submit the relevant work experience certificates as mentioned in the Eligibility Criteria and statement regarding past performance given in **Annexure -5**
7. Annual turnover statement for last 3 years **2019-20, 2020-21 & 2021-22** in the format given in **Annexure -2** certified by the Chartered Accountant.
8. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. **2019-20, 2020-21 & 2021-22** certified by the Auditor.
9. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years.
10. Bidder has to submit copy of ownership document of premises/ godown or valid contract agreement for rental premises/ godown.
11. **Annexure 3-** Information of the Bidder.
12. Attested copy of valid registration made by agency for the offered service Under Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I) or National Small Scale Industries Corporation (N.S.I.C) or MSME should be submitted, if applicable
13. Scanned copy of Signed and duly stamped copy of Tender Document

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

- 1- Tender Form as per Annexure-1.
- 2- The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the Purchaser.
- 3- Annual turnover statement for last 3 **financial years 2019-20, 2020-21 & 2021-22** in the format given in **Annexure -2** certified by the Chartered Accountant.
- 4- Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years.

6.3 Envelope No. 2 (Price bid):

- (a) All Commercial offers must be submitted online at <https://phd.maharashtra.etenders.in> as per the instructions on the portal.
- (b) Rates should be quoted ONLINE in the Price Schedule **Annexure-4** only.

7. Deadline for submission of tenders

7.1 For Submission of tender, bidder must complete the online bid submission stage as per online schedule of the tender.

7.2 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 Purchaser and bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

7.3 Offers not submitted online will not be entertained.

8. Opening of tender:

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

8.1 Opening of Envelope No.1 (Technical bid)

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

8.2 Opening of Envelope No.2 (Financial Bid)

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

9. Period of Validity of tenders:

9.1 The tenders shall remain valid for a period of **120 days** after the date of opening of Envelope No. 1 (Technical bid). A bid valid for a shorter period shall be rejected.

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

10. Earnest Money Deposit :

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

Sr. No.	Description	EMD in Rs.
1	Hiring of rental godown for storage of Medicine, Condom, Blood bags, Kits and any other material	50,000/-

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

10.2 The tenders submitted without EMD will be summarily rejected.

10.3 Unsuccessful bidders EMD will be discharged/ returned within a period of 30 days after award

of contract to the successful bidder.

- 10.4 Bidders shall not be entitled for any interest on EMD .
- 10.5 The successful bidders EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 10.6 The EMD shall be forfeited :
- a) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
 - (b) In case of a successful Tender, if the tenderer fails:
 - (i) To sign the Contract in accordance with terms and conditions or.
 - (ii) To furnish security deposit as per tender clause 14.
- 10.7 Attested copy of valid registration made by agency for the offered service Under Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I) or National Small Scale Industries Corporation (N.S.I.C) should be submitted, if applicable for EMD Exemption.

11. Prices

- 11.1 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.
- 11.2 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.
- 11.3 In case of any enhancement in GST due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional taxes on the services provided to the Purchaser and can also claim the same in the invoice.

12. Evaluation of tenders:

- 12.1 After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received online through e-tendering process along with all prescribed mandatory documents.
- 12.2 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and Qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 12.3 The Purchase committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 12.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules including allied standards of BIS codes as applicable.
- 12.5 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.

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

12.7 Each item will be evaluated separately.

13. Post Qualification:

13.1 The Purchaser will further evaluate the bidders financial, technical, and production capabilities based on the documentary evidence and information submitted by the bidder as well as other information the Purchaser deems necessary and appropriate.

13.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid (Envelope No.1). A negative determination will result in rejection of the bidders tender, in which event the Purchaser will proceed to the next Tender to make a similar determination of that bidder's capability to perform satisfactorily.

14. Evaluation and Selection Criteria

The criteria's for commercial proposal evaluation are as follows:

- The date and time of opening of Commercial Proposal responses will be intimated to all the successful Applicants after the technical evaluation.
- After opening Commercial Offers of the technically qualified applicants, they will be determined to be substantially responsive before comparing the commercial proposals submitted by the applicants. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.
- The substantially responsive Applicant quoting the lowest price or the L1 price in the Commercial Proposal will be identified as L1 applicant.
- The purchaser will also identify other applicants as L2, L3 and so on based on the ascending order of their quote.
 - On selection of a L1 applicant, the applicant will be considered for award of contract.
- In case, the L1 applicant declines to carry out the work, the L2 applicant will be called for negotiation with the purchaser. The L2 applicant will be asked to match the L1 applicant's quote or rates negotiated with L1, and will be considered for award of contract upon agreement. EMD amount will be forfeited if after scrutiny bidder refuse to provide service. Similarly, subsequent applicants will be considered by the purchaser, so on and so forth.

15 Security Deposit & Contract Agreement

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

- 15.4 The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

16. Award of Contract:

- 16.1 The Purchaser will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily.
- 16.3 The Purchaser reserves the right to increase or decrease the appointed person to be served 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 with no cost to the Purchaser.

17. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 17.1 Submission of Performance Bank Guarantee in accordance with **Clause 15**
- 17.2 The Contractor shall commence services within 15 days from the date of receipt of award of contract. If the Supplier fails to start the services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract value for each week or part thereof of delay until actual commissioning of project, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider for termination of the Contract.

18. CONTRACTOR'S OBLIGATIONS

- 18.1 The Contractor shall provide services at Client's premises as per Schedule of Requirements by the purchaser during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 18.2 The Contractor shall provide services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

19. CONTRACTOR'S LIABILITY

The Contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract.

20. PURCHASER'S OBLIGATIONS

- 20.1 The Purchaser shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Purchaser shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 20.2 To enable the Contractor to provide the services, the Client shall ensure that their staffs are available to provide such assistance.

21. TERMINATION

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

- 21.1 The other party is in material breach of its obligations under this Agreement and/or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 21.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
- 21.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encased.
- 21.2.2 The Contractor does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 21.2.3 The Contractor goes bankrupt and becomes insolvent.

22. INSOLVENCY

- 22.1 The competent authority of the Office i.e. the Project Director, MSACS, Wadala at any time by notice in writing summarily may terminate the contract without compensation to the contractor in any of the following events, that is to say:- If the contractor being an individual or firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

23. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 23.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 23.2 The date of commencement of the event of Force Majeure;
- 23.3 The nature and extent of the event of Force Majeure;

- 23.4 The estimated Force Majeure Period,
- 23.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 23.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 23.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

24. Confidentiality

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

- 24.1 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. PAYMENTS

- 25.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the services rendered.
- 25.2 The prices in the Price Schedule shall be inclusive of any applicable taxes as may be levied by the Government from time-to-time.
- 25.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavors to make payments within 15-20 days from the date of the receipt of the invoice, to the Contractor.
- 25.4 The initial cost of the Contract shall be valid for a period of 12 months. No price escalation shall be entertained by the client.
- 25.5 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the **Price Schedule**, the cost for which will again be mutually decided by the Client and the Contractor.
- 25.6 All payments shall be made RTGS/NEFT only.
- 25.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 25.8 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

26. Corrupt or Fraudulent Practices

- 26.1 The Purchaser as well as Tenderer shall observe the highest standard of ethics during the 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 Influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Tenderer (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.
- 26.5 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- 26.6 “The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.
- 26.7 The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

27. **Penalty :**

- 1- Penalty will be calculated and deducted @0.5% for per incident on whole contract amount of whole year, If space will be not provided to store material in time and the expenses will be recovered from agency which will be incurred on vehicles for waiting etc. Once the maximum is reached, the Purchaser may consider for termination of the Contract.
- 2- If same situation takes place for more than 3 times in a month then additional 1 % penalty for per incident will be calculated on whole contract amount of whole year.
- 3- If any material misplaced from godown the whole amount of the concern material will be recovered from the bill amount.

28. Please see “**Rider A**”

28.1 **Resolution of dispute:**

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

28.2 **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 hereunder.

28.3 **Governing Language:**

English language version of the contract shall govern its interpretation.

28.4 **Applicable Laws:**

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

28.5 **Indemnification:**

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

28.6 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.

28.7 Saving clause

No suits, prosecution or any legal proceedings shall lie against the Project Director, MSACS, Wadala or any person for anything that is done in good faith or intended to be done in pursuance of tender

Annexure A
Terms of Reference
For Rental Godown for storage of
Medicine, Condom, Blood bags, Kits and any other material

Godown must be located at Bhiwandi/Thane/Navi Mumbai. Roof of godown should be RCC; Flooring must be tiled to avoid moisture / rodent, adequate light, ventilation and dust free, with 24 x7 securities.

Area :

Godown must be 5000 sq.ft (carpet area).

Godown must be located in easily accessible area for all types of vehicles especially heavy vehicles and trucks with sufficient space for loading and unloading.

Rent:

Rent for the hired godown will be paid through PFMS in the second week of every month after producing invoices.

Insurance, taxes and other charges:

Electricity, water bill, maintenance charges shall be borne by godown owner. After receiving of maintenance complaints, complaints should be attended within a week. Godown must be under insurance coverage of Rs. 35,00,000/-. There should be 10 fire extinguisher of 5 K.g.

Contract period:

The godown contract period will be initially for one year, and based on performance will be extended for further one year. MSACS may terminate/ cancel the contract by giving one month notice. Godown owner can't keep any other goods except MSACS material.

Landline Telephone, CCTV and Internet connection:

Godown owner must provide CCTV, internet connectivity and landline (mobile service is landline service is not available). No extra payment will be made for the same.

Stock Register :

Manual stock register should be maintained daily at store for recording the In & Out status of material at godown.

ANNEXURE -1

Tender Form

To

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

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer for Rental Godown for storage of Medicine, Condom, Blood bags, Kits and any other material under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted online in Envelop No. 2 which is made part of this tender.

We undertake, if our tender is accepted, to deliver the services in accordance with the Terms of reference 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 tenderer

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

ANNEXURE -2

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

The **Annual** Turnover of M/s _____ for the

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

Sr. No.	Year	Turnover Rs. in Lakhs
1	Financial year 2019-20	
2	Financial year 2020-21	
3	Financial year 2021-22	

1- Minimum turnover should be Rs. 25,00,000/-

2- Turnover for financial year 2019-20, 2020-21, 2021-22

Date:

Seal

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

**CONTACT DETAILS FORM
GENERAL DETAILS OF BIDDER**

- 1. NAME OF THE COMPANY.....
- 2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
- 3. COMMUNICATION ADDRESS.....
- 4. DETAILS OF PREMISES/ GODOWN (ADDRESS
- 5. PHONE NO./MOBILE NO.
- 6. FAX
- 7. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER’S REPRESENTATIVE

- 1. NAME OF THE CONTACT PERSON.....
- 2. DESIGNATION.....
- 3. PHONENO.....
- 4. MOBILE NO.
- 5. E-MAIL I.D.

UNDERTAKING

- 1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- 2. The rates quoted by me are valid and binding upon me for the entire period of contract.
- 3. I/We give the rights to the competent authority of the Office of the Project Director, Maharashtra State AIDS Control Society, Wadala to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
- 4. I hereby undertake to provide the services as per the directions given in the tender document/contract agreement.

Signature of the Authorized Signatory

Date :-

Place:-

Designation :

(Office seal of the Bidder)

Annexure-4

PRICE SCHEDULE

Item description	Details	Rate	GST as applicable For Govt. supplies (In)	Other incidental charges (please specify) (In)	Total cost (3+4+5=6)
1	2	3	4	5	6
Rental Godown for storage of Medicine, Condom, Blood bags, Kits and any other material	Per month rent for 5000 sq. ft. (excluding operating area)				
	Loading charges per box (as per requirement)				

Signature of the Authorized Signatory

Date :-

Place:-

Designation :

(Office seal of the Bidder)

ANNEXURE – 5

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

Sr. No.	Year	Name and address of the Purchaser	Contract Period	Contract Amount

- Add As Many Rows You Want to Add

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

Signature of the Authorized Signatory

Designation:

(Office seal of the Bidder)

ANNEXURE - 6
CONTRACT FORM

This agreement made on the -----Day of -----, 20----- between

_____ (Name of Purchaser)
_____ of (Country of Purchaser) (hereinafter the purchaser)
of the one part

and

_____ (Name of Supplier)
_____ of (Country of Supplier) (hereinafter 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 as per below.

Item description	Details	Rate per sq ft	Total amount in Rs.	GST @ %	Total cost (3+4+5=6)
1	2	3	4	5	6
Rental Godown for storage of Medicine, Condom, Blood bags, Kits and any other material	Per month rent for 5000 sq. ft. (excluding operating area)				
	Loading charges per box (as per requirement)				

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:

1- TOR For Rental Godown for storage of Medicine, Condom, Blood bags, Kits and

any other material

Roof of godown should be RCC; Flooring must be tiled to avoid moisture / rodent, adequate light, ventilation and dust free, with 24 x7 security.

Area : Godown must be 5000 sq.ft (carpet area).Godown must be located in easily accessible area for all types of vehicles especially heavy vehicles and trucks with sufficient space for loading and unloading.

Rent: Rent for the hired godown will be paid through PFMS in the second week of every month after producing invoices.

Insurance, taxes and other charges: Electricity, water bill, maintenance charges shall be borne by godown owner. After receiving of maintenance complaints, complaints should be attended within a week. Godown must be under insurance coverage of Rs. 35,00,000/-. There should be 10 fire extinguisher of 5 K.g.

Contract period: The godown contract period will be initially for one year, and based on performance will be extended for further one year. MSACS may terminate/cancel the contract by giving one month notice. Godown owner can't keep any other goods except MSACS material.

Landline Telephone and Internet connection: Godown owner must provide internet connectivity and landline. No extra payment will be made for the same.

Stock Register :Manual stock register should be maintained daily at store for recording the In & Out status of material at godown.

Penalty :

- 1- Penalty will be calculated and deducted @0.5% for per incident on whole contract amount of whole year, If space will be not provided to store material in time and the expenses will be recovered from agency which will be incurred on vehicles for waiting etc. Once the maximum is reached, the Purchaser may consider for termination of the Contract.
- 2- If same situation takes place for more than 3 times in a month then additional 1 % penalty for per incident will be calculated on whole contract amount of whole year.
- 3- If any material misplaced from godown the whole amount of the concern material will be recovered from the bill amount.

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. All the terms and conditions in tender document are accepted.

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..._____

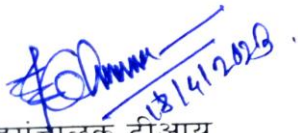
Mandatory Proforma – 1 to be submitted online (Envelop no. 1)


Sr. No	Point no	Documents to be Submitted online in the given sequence only	Page no
1	6.2.1	Tender Form as per Annexure-1 .	
2	6.2.2	Nomination of a responsible person to transact the business with the Purchaser.	
3	6.2.3	Attested copy of Certificates of Incorporation issued by the respective regis firms/companies shall be acceptable.	
4	6.2.4	Attested copy of Income Tax registration.	
5	6.2.4	Attested copy of GST registration certificate	
6	6.2.5	Attested copy of PAN.	
7	6.2.6	Past performance statement (Annexure 5)	
8	6.2.6	attested copies of experience certificates	
9	6.2.7	Annual turnover statement for last 3 financial years 2019-20, 2020-21 & 2021-22 (Annexure 2)	
10	6.2.8	Copies of Balance Sheet for last financial years 2019-20, 2020-21 & 2021-22	
11	6.2.8	Copies of Profit and Loss Accounts for last financial years 2019-20, 2020-21 & 2021-22	
13	6.2.9	Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted	
14	6.2.10	Bidder has to submit copy of ownership document of premises/ godown or valid contract agreement for rental premises/ godown.	
15	6.2.11	Annexure 3- Information of the Bidder	
16	6.2.12	Attested copy of valid registration made by agency for the offered service Under Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I) or National Small Scale Industries Corporation (N.S.I.C) should be submitted, if applicable	
17	6.2.13	Tender document with sign and stamp of tenderer.	

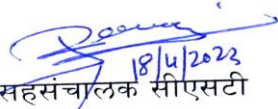
Following original documents to be submitted to the office till the Time Technical Opening of tender on address mentioned for verification.

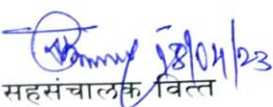
- 1- Tender Form as per Annexure-1.
- 2- The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the Purchaser.
- 3- Annual turnover statement for last 3 **financial years** 2019-20, 2020-21 & 2021-22 in the format given in **Annexure -2** certified by the Chartered Accountant.
- 4- Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years.

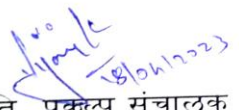
खरेदी पुरवठा समिती सदस्य :

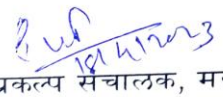

सहसंचालक टीआय
(डॉ. लोकेश गभाणे)


सहसंचालक आयईसी
(श्रीमती सुधेशना चक्रवर्ती)


सहसंचालक सीएसटी
(डॉ. प्रमोद देवराज)


सहसंचालक वित्त
(श्री. सुजित आकडकर)


अति. प्रकल्प संचालक
(डॉ. विजयकुमार करंजकर)


अति. प्रकल्प संचालक, मराएनिस
(डॉ. सुनिल भामरे)