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**CHANDIGARH STATE AIDS CONTROL
SOCIETY**

SECTOR 15-A, CHANDIGARH

E-TENDER DOCUMENT

FOR

SUPPLY OF ARV/OI DRUGS

FOR

**CHANDIGARH STATE AIDS CONTROL SOCIETY,
UT, CHANDIGARH.**


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh



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K Singh
**Assistant Director (CST),
 Chandigarh State AIDS Control Society,
 U.T, Chandigarh**

CHAPTER-1

From

Project Director
Chandigarh State AIDS Control Society
Sector-15, Chandigarh.

To

M/S _____,

_____.

E-mail address: -


Memo. No. CSACS/2023/
Dated, Chandigarh, the

Subject: -- Invitation of Bids through e-tendering for the supply of ARV/OI Drugs at Chandigarh SACS, Chandigarh.

Chandigarh SACS hereby invites bids through e-tendering process for the purchase of Drugs amounting to Rs.26,00,000/- (Rupees Twenty Six lakh Only) approximately of specifications mentioned in detailed Tender Document which can be downloaded from the website <http://etenderes.chd.nic./nicgep>. free of cost.

The last date for submission of E-Tender (Online) is **22-08-2023 upto 05:00 P.M.** and last date for deposit of EMD through Electronic / NEFT/RTGS mode is **22-08-2023 up to 05:00 P.M.** All the e-tenders (Technical Bid On-line) received shall be opened on **23-08-2023 at 11:00 A.M.** in the presence of bidders, or their authorized representatives, if they wish to be present. All rights of rejection / acceptance wholly or partly any or all tenders are reserved with the undersigned. Project Director, CSACS will not be responsible for any delay.


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh

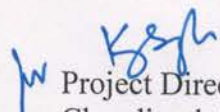

Project Director,
Chandigarh SACS
Sector-15-A, Chandigarh.


CHANDIGARH SACS E-TENDER NOTICE

The e-tenders are, hereby, invited from the licensed manufacturers/suppliers for the supply of Drugs amounting to Rs. 26,00,000/- (Rupees Twenty-Six Lakhs Only) approximately through e-tendering process.

1.	Date of Publication	27.07.2023 at 10:00 A.M.
2.	Downloading of e-tender document	Start date: -- 27.07.2023 at 11:00 A.M. End Date :- 22.08.2023 at 05:30 P.M.
3.	Date of Pre-bid Conference	Date & Time:- 31.07.2023 at 11:00 A.M Venue: - In the O/o Chandigarh State AIDS Control Society, Sector - 15 A, Chandigarh. Phone No.0172-2544589
4.	Date of submission of e-tender	Start date: -- 01.08.2023 at 09:00 A.M End Date :-- 22.08.2023 at 05:00 P.M.
5.	Online submission of EMD amounting to Rs. 52,000/- (Online)	22.08.2023 at 05:00 P.M.
6.	Opening of Technical Bid (Online)	23.08.2023 at 11:00 A.M. Venue: - In the O/o Chandigarh State AIDS Control Society, Sector - 15 A, Chandigarh. Phone No.0172-2544563
7.	Opening of Price Bid of bidders who's Bid qualifies as determined by Purchase Committee.	To be intimated later on.

1. The Bid Document can be downloaded from the website <http://etenders.chd.nic./nicgep>.
2. All other terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on the above noted website of Chandigarh Administration. The undersigned reserves the rights to reject any or all tenders without assigning any reasons.


 Project Director
 Chandigarh SACS
 Sector-15, Chandigarh.


 Assistant Director (CST),
 Chandigarh State AIDS Control Society,
 U.T, Chandigarh

INTRODUCTION

The Chandigarh State AIDS Control Society is providing ARV/OI Drugs to People Living with HIV/AIDS (PLHIVs) registered at ART Centre-PGIMER and ART Centre GMCH-32 Chandigarh. The Chandigarh State AIDS Control Society intends to purchase these life saving drugs for PLHIVs. This tender document has been prepared to purchase ARV/OI drugs through the E-Tendering system.

Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh

CHAPTER-2

CHANDIGARH STATE AIDS CONTROL SOCIETY
E-TENDER FOR THE SUPPLY OF ARV/OI DRUGS

CHECK LIST FOR ONLINE SUBMISSION OF TENDER

1.	Name of the firm/organization & Address and Telephone/Mob. No. /Fax. No.	
2.	Whether copy of License/Certificate regarding Manufacturing/Authorized Distributor for supplying of Drugs issued by the competent authority has been attached?	Yes / No
3.	Whether EMD Rs. 52,000/- (Rupees Fifty-Two Thousand only) in Electronic / NEFT/RTGS mode in the SBI bank account no.65265418988 (IFSC: SBIN0050736) of "Chandigarh SACS Special Grants" has been deposited? If yes, please mention UTR No. _____ dated _____ and name of the Bank _____.	Yes / No
4.	Whether 'Not Black Listed' Affidavit has been attached?	Yes / No
5.	Copy of Income tax returns duly receipted by Income Tax department along with Balance Sheets and Profit & Loss account duly audited by the Chartered Accountant of last 03 Financial years i.e. 2019-20, 2020-2021 & 2021-2022 showing average annual Turnover of Rs. 10 Crore or above during last three years.	Yes / No
6.	Proof with regard to the supplier/ manufacturer having experience of supplying of Drugs of costing 80 % of estimated cost in India to any one Government/ Semi Government bodies /Commercial Institutions or 60 % of estimated cost in India to any two Government/ Semi Government bodies /Commercial Institutions or 40 % of estimated cost in India to any three Government/ Semi Government bodies /Commercial Institutions in last 7 years.	Yes / No
7.	Attested photocopy of PAN Card, GST No. attached?	Yes / No
8.	A copy of valid Drug License/Manufacturing License uploaded?	Yes / No
9.	A copy of GMP (Good Manufacturing Practice)/ WHO-GMP Certificate uploaded?	Yes / No
10.	A Certificate issued by the State Drug Controller as per eligibility condition no. 7 uploaded?	Yes / No
11.	A copy of Compliance Report as per Annexure 'B' attached?	Yes / No
12.	Name, address, contact, number, designation/capacity of person signing tender document attached.	Yes / No
13.	Name, Address, Contact No. of Entrepreneur/Partners/Board of Directors of tenderer.	
14.	Copy of partnership deed, constitution and memorandum of association of tenderer attached.	
15.	Proof of signing authority in the shape of power attorney or decision of partnership firm or decision Board of Director of companies attached.	Yes / No
16.	Self-attested scan copy of tender document accepting terms & conditions of tender document.	Yes / No

Place: _____ Signature of Tenderer _____

Dated: _____ Full Name of the Tenderer _____

Address _____


 Assistant Director (CST),
 Chandigarh State AIDS Control Society,
 U.T., Chandigarh

CHANDIGARH STATE AIDS CONTROL SOCIETY
TENDER FOR SUPPLY OF ARV/OI DRUGS AT CHANDIGARH SACS

INSTRUCITONS/TERMS AND CONDITONS FOR THE TENDERER

1. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic./nicgep>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case, it has been submitted in the physical form, it shall be rejected out rightly.
3. Bids will be opened online as per time schedule mentioned in e-tender notice.
4. Before submission of online Bids, Bidders must ensure that self attested scanned copies of all the necessary documents as mentioned in Chapter 3 "Schedule of Requirement" of this tender document have been uploaded with the Bid, failing which their bids may be out-rightly rejected and will not be considered.
5. Chandigarh SACS will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
6. It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template read under 'Cover Details'.
7. Bidders should get ready with the scanned copies of EMD as specified in the tender documents and Hard Copies of all the Eligibility Documents as uploaded by the Bidders.
8. The details of EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
9. The conditional bids shall not be considered and may be out rightly rejected in very first instance.
10. The Project Director, Chandigarh SACS shall not be responsible in case system fails to open the bids due to any technical problem at the time of opening of bids.


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11. The supplier/ manufacturer having experience of supplying of ARV/OI Drugs of costing 80% of estimated cost in India to any one Government/ Semi Government bodies /Commercial Institutions or 60 % of estimated cost in India to any two Government/ Semi Government bodies /Commercial Institutions or 40 % of estimated cost in India to any three Government/ Semi Government bodies /Commercial Institutions in last 7 years shall be eligible.
12. An affidavit as per specimen enclosed as **Annexure-A'** should accompany the tender. The tenderer who has been Black-listed or his/her tenders/supply order have ever been cancelled or any legal proceedings have ever been initiated/pending or any penalty has ever been levied on account of delay or non completion of supply order by any State/UT/Central Government, his/her tender will be out rightly rejected.
13. Downloading and submission of Tender will be done by e-tendering process through the website of Chandigarh Administration **<http://etenders.chd.nic.in/nicgep>**.
14. **EARNEST MONEY DEPOSIT (EMD)**
The Tender should be accompanied with Earnest Money at the rate of 2 % of estimated value material proposed to be purchased i.e. **Rs. 5,2000/- (Rupees Fifty Two thousand only)** to be paid through Electronic/ NEFT/RTGS mode from the any bank in favor of the "Chandigarh SACS Special Grants" which shall be valid for one year. No bidder will be exempted from submission of EMD save as provided in GFR. The EMD deposited by the bidder in respect of another similar tender will not be considered against this tender.
The EMD of unsuccessful tenders will be refunded at the earliest after expiry of the final validity period and latest on or before the 30th day after award of the contract. No interest will be payable on EMD. The EMD will be forfeited, if the bidder withdraws his/her bid after submission of the Tender. Tender without EMD received in digital form shall not be considered.
15. GMP (Good Manufacturing Practice) Certificate as per the revised Schedule 'M' of Drugs & Cosmetics Act, 1945.

OR

Firm must have valid WHO-GMP Certificate issued by Central/State Drug Controller Authorities for each of the drug quoted (If Applicable).


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Chandigarh State AIDS Control Society,
U.T, Chandigarh

16. Pharmaceutical firms having an average annual turnover of Rs. 10 Crore during the last three financial years i.e. 2019-20, 2020-2021 & 2021-2022 will be eligible for participation in this Rate Contract.
17. Firms will have to submit audited financial statement (Balance sheet and Profit & loss Account) for the above three years in support of annual turnover.
18. **VALIDITY OF CONTRACT**

The contract for the supply of Drugs will be valid for a period of one year from the date of award of contract and subsequent extension may be allowed after obtaining the satisfactory performance report from the user department.

19. **TECHNICAL BID**

The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in Chapter 3 "Schedule of Requirement" of this tender document.

20. The Financial Bid through e-tendering of only those bidders will be opened who qualify in the technical bid.

21. **FINANCIAL BID**

The Financial Bid shall be quoted by the bidder/tenderer through e-tendering. The Financial Bid should contain rates only. The rates should be mentioned both in figures as well as in the words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of Earned Money & Cancellation of tender and blacklisting of the firm as per instructions of the Chandigarh Administration.

22. The rates quoted should be F.O.R. destination at Chandigarh State AIDS Control Society, International Hostel, Sector-15, Chandigarh including packing, forwarding, postage, printing charges Customs Taxes/GST, levies Octroi, Insurance, Carriage, Transportation, loading, unloading, freight etc. The bid shall remain valid for 90 days from the date of opening of the financial bid.

The Tenderer shall fill in the rate per unit size inclusive of all taxes, in respective column of BOQ for the items quoted. In determining the lowest evaluated price, the rate quoted per unit size inclusive of all taxes shall be taken into consideration.


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23. **The Test Analysis Report from Govt. Approved Laboratory of each batch of medicine will be supplied at the time of delivery of drugs otherwise the same will not be accepted.**
24. The drugs shall be procured on half yearly basis as per requirement and the quantity can be increased or decreased as per the requirement.
25. The offered supply should comply with the provisions of the Drugs and Cosmetic Act, 1940 and the Rules made there under as amended upto date and Drug Price Control order.
- a) If any supply against the Rate Contract are found to be 'Not of Standard Quality' on test analysis from approved laboratory and/or on inspection by competent authority, the contractor will be liable to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of fact that part or whole of the supplied stores may have been consumed.
- b) If the product is found to be 'Not of Standard Quality', the cost of testing will be recovered from the supplier.
- c) If the firm fails to replace the batch declared to be 'Not of Standard Quality' or fails to make payment in lieu of that, the firm is liable to be debarred for two years in respect of the one or more or all the items in the Rate Contract of the Chandigarh SACS.
- d) If Category A (Major) defect is found, the firm will be debarred for three years for one or more or all the products in the Rate Contract of Chandigarh SACS. The classification of defects into—A Category (Major) and B Category (Minor) defects will be as per the guidelines issued by the Drug Controller General of India.
26. **No guarantee can be given as to the minimum quality which will be drawn against this contract but the contractor will supply quantity as may be ordered by the Direct Demanding Officers during the currency of the contract.**
27. The acceptance of tender will have binding effect on the tenderer and he/she has to supply the tendered items/ordered items within the stipulated period as mentioned in the supply order. Subletting of Contracts shall not be allowed under any circumstances.


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh

28. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form contractual obligations to be adhered to /performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting forfeiture etc.
29. The bid shall not contain corrections, erasures or over writing in the financial bid except duly attested by the bidder at the time of opening the bid.
30. The successful bidder shall have to execute an agreement with the Project Director, Chandigarh State AIDS Control Society on a non-judicial stamp paper of Rs. 200/-(Rupees Two Hundred Only) within 15 days as may be conveyed in this regard and in case they failed to do so, the office shall be at liberty to forfeit the earnest money, security deposit, cancel the supply order and get the supplier black-listed as per policy of Chandigarh Administration.

31. PERFORMANCE SECURITY DEPOSIT

The successful tenderer will have to deposit performance security @ 5% of the total supply order value to be paid through Electronic / NEFT/RTGS mode in favor of the "Chandigarh SACS Special Grants" in the SBI bank account no.65265418988 (IFSC: SBIN0050736) within 15 days of issuance of letter of intent by the competent authority and the security deposited in connection with any other similar tender will not be considered against this tender. Thereafter, the purchase/supply order will be issued. If successful tenderer fails to submit requisite performance security deposit within prescribed 15 days, the Earnest Money will be forfeited and CSACS shall be at liberty to get the said order executed from other firm/company at the risk & cost of successful bidder. The Performance Security Deposit shall be refunded only after the consumption of the material.

32. INSPECTION OF MATERIAL

The Inspection Committee of the Chandigarh SACS will inspect the goods supplied by the tenderer in response to the purchase order/indent Chandigarh SACS, Sector-15, Chandigarh The Project Director, Chandigarh SACS reserves the rights to reject the goods supplied if same are not found in accordance with the required description/specifications.

33. SUPPLY OF ORDERED MATERIAL & PAYMENT


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh

The successful tenderers should supply the material within 30 days from the date of placing the supply order and in the event of finding the goods in order by the Inspection Committee after inspection; the payment will be released thereafter.

34. The timely delivery as stipulated in the supply order has to be strictly adhered to by the tenderer and in case of any request for extension of time made by the said tenderer in writing, the same shall be considered by the competent authority subject to the payment of penalty as provided in the terms and conditions of the tender.


35. **PENALTY**

The Project Director, Chandigarh SACS without prejudice to other remedies available under the terms & conditions of the agreement, reserves the right to impose penalty on tenderer if he/she fails to supply the material within stipulated period from the date of placing of supply order. **Penalty @ 0.5 % per week** subject to maximum of 10 % of total value of delayed portion of supply order. The Project Director Chandigarh SACS reserves the right to relax the penalty clause if genuine reasons for delay have been justified by him in writing. Agreement will be terminated if supply is not made within stipulated period or within further extended period if allowed by the Project Director Chandigarh SACS.

36. In case, there is any variation in the specifications/samples approved vis-à-vis the supply received, then the supply order shall be cancelled and security deposit & earnest money shall be forfeited without prejudice to other remedies.

37. In case of defected supply, the bidder/tenderer will be informed to lift the said supply within 05 days from the date of issuance of said letter by the competent authority at his own cost. In the event of non lifting of said defective goods within the specified period by the tenderer, the competent authority will not be responsible in any manner for the loss or damage if any, caused to the said goods. The competent authority also reserves a right to impose any penalty as deemed fit in case of the said goods are not lifted after the expiry of specified period and may order to remove the said goods from the premises of the institution at the cost of tenderer.

38. **FORCE MAJEURE**


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U.T, Chandigarh

If at any time, during the continuance of this agreement, the performance in whole or in part by either party, of any obligation under this agreement be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), a notice of happenings of any such eventuality is to be given by either party within 07 days from the date of such occurrence thereof to the other party and neither party shall due to reason of such event be entitled to terminate this agreement nor shall either party have any such claim for damages against the other in respect of such non performance or delay in performance. The operation of agreement shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Project Director, Chandigarh SACS as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at his option terminate the agreement.

39. Tender received through e-tendering shall be opened by the e-Procurement Cell as per Schedule given in Tender Notice in e-Procurement Cell in presence of tenderer or his/her authorized representative, if they wish to be present. In the event of the date of receipt or opening of Tender being declared a holiday, the due date of receipt/opening of the Tender will be the next working day at the same hours.
40. Tender is non transferable.
41. The rates will be accepted on the distinct understanding that these are not charged higher than those charged from the any other department in UT, Chandigarh and surrounding states of Haryana, Punjab & Himachal Pradesh and PGI Chandigarh. No price revision will be accepted by the competent authority during the currency of the agreement.

42. **BLACK LISTING OF TENDERER**

Tenderer participating in the tender and short listed after due processing of tender can be blacklisted, as per Chandigarh Administration Notification no. 1927-F&PO(3)-2009/1170, dated 27th February, 2009 for non fulfilling the requisite requirements of the tender documents/supply order or for concealing


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any information or for furnishing any false documents/statements in the tender.

43. The bidders must supply customer satisfaction certificate regarding quality, supply after sales service from the earlier purchasers.

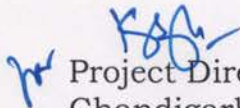
44. **ARBITRATION**

Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach thereof, shall be referred to a Sole Arbitrator i.e. the Project Director, Chandigarh SACS at the time of the dispute.

The venue of arbitrations shall be at Chandigarh.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

45. The Project Director Chandigarh SACS reserves the right to accept or reject any tender without assigning any reason.



Project Director,
Chandigarh SACS
Sector-15, Chandigarh.

It is certified that I have gone through all the terms & conditions of the Tender and I further undertake to abide by all terms and conditions to be announced/mentioned at the time of opening of Tender or at the time of placing of supply order.

Dated: _____

Signatures of the Tenderer with seal

Time: _____


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh

ANNEXURE 'A'

(To be furnished on non-judicial stamp paper duly attested by the 1st Class Magistrate)

AFFIDAVIT

I/We/M/s _____ are registered as
Manufacturers/Distributor/Supplier of _____ as per GST Registration
Certificate No. issued by _____ having registered office at
_____ and manufacturing/supply base at
_____ do hereby declare and solemnly affirm that I/We
have not been Black-listed, nor mine/our Tenders or Supply Orders have ever been cancelled by any
State/UT/Central Government or any partner or shareholder either directly or indirectly connected
with or has any subsisting interest in the business of my/our firm nor any legal proceedings have
ever been initiated/pending or any penalty has ever been levied due to delay of non completion of
supply order by any State/UT/Central Government or by any authority.

Place: _____

DEPONENT

Dated: _____

Verification

Verified that the contents of my/our above affidavit are true and correct to the best of my/our
knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Place: _____

DEPONENT

Dated: _____


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh

CHAPTER-3**ELIGIBILITY CONDITIONS**

1. The bidder shall be principal manufacturer or direct importer having valid Drug Manufacturing License/Importer License for the quoted items. Third party manufactured items will not be considered.
2. Firm must have valid drug license from the State Drug Controller and only licensed Indian Drug manufacturers are eligible to quote for the drugs under the generic names.
3. GMP (Good Manufacturing Practice) Certificate as per the revised Schedule 'M' of Drugs & Cosmetics Act, 1945.

OR

Firm must have valid WHO-GMP Certificate issued by Central/State Drug Controller Authorities for each of the drug quoted (If Applicable).

4. Pharmaceutical firms having an average annual turnover of Rs. 10 Crore during the last three financial years i.e. 2019-20, 2020-2021 & 2021-2022 will be eligible for participation in this Rate Contract.
5. Firms will have to submit audited financial statement (Balance sheet and Profit & Loss account) for the above three years in support of annual turnover.
6. PAN Card & GST No.
7. Turnover should be in respect of the firm submitting the tender. Group turnover will not be considered for determining the eligibility and such tenders will be rejected summarily. **A photocopy of the GST Clearance Certificate should accompany the tender.**
8. All the drugs and medical consumables and surgical and sutures items will be purchased directly from the manufacturers. Original manufacturers shall be eligible to quote in the tender, to avoid any middle man interference.

OR

Authorized distributor/dealer having valid Drug License can quote in the tender on the behalf of the firm.

9. A Certificate from the State Drug Controller concerned that the firm has been manufacturing and marketing the product/products for which the firm has quoted the price, for the last three years at the time of submission of offer.


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The condition of minimum 03 years manufacturing & marketing experience however will not apply to drugs, which were introduced in India less than 03 years ago. The manufacturer would be required to submit a certificate from state license authority or Drug Controller General India or only State Licensing Authority in support of their claim.

10. For proprietary drugs, if a firm is the sole manufacturer for the products, it can be eligible provided it submits certificate to this effect from the State Drug Controller/Licensing Authority.
11. Firm should submit a non-conviction certificate issued by the State Drug Controller, to the effect that the manufacturer has not been convicted under the Drugs and Cosmetic Acts, 1940 and rules there under during the preceding three years or any of the drugs for which he has quoted price and that no case/proceedings is pending against the manufacturers in any court of law in India under the Drugs & Cosmetics Act.
12. Furnishing of wrong information and false documents will make the firm ineligible and liable to be debarred/blacklisted from participation.
13. Undertaking by the firm that it would own responsibility of any damage arising because of delay in supply, non-supply or supply of poor quality of drugs.
14. No facility regarding import license for raw materials etc. can be given.
15. The supply is for F.O.R. Destination.
16. The department will not pay separately for transit insurance and the firm will be responsible for delivery of items covered by the supply order in good condition.

PHARMACOPOEIAL SPECIFICATIONS

- IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of Drugs and Cosmetics.
- Furnishing of wrong information and false documents will make the firm ineligible and liable to be debarred/blacklisted from participation.
- Non submission of certificate of price ceiling fixed by National Pharmaceuticals, Pricing Authority not following all the terms & conditions of department, furnishing wrong information and false documents will make the firm ineligible and liable to be debarred/blacklisted from participation in future for two years along with forfeiting the earnest money.

FALL CLAUSE


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh

If at any time during the execution of the contract the controlled price become lower or the contract reduces the sale price or sells or offer to sell.

such stores as are covered under the contract, to any person organization including the purchaser or any department of Central Government/State Government at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the store supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. **An undertaking to this effect must be submitted along with tender.**

MARKING

The firm shall supply the stores with proper packing and marked with monoculture of the drugs for transit so as to be received at the destination free from any loss or damage. The stores supplied by the firm should strictly conform to the labeling provision laid down under the Drug and Cosmetic Rules, 1945.

PACKING

- All labels of cartons, strips, containers etc. should be emboldened/imprinted/stamped with CAPITAL AND BOLD LETTERS '**GOVT. SUPPLY NOT FOR SALE**'. MRP should of course not be printed. Such packing shall clearly indicate the description, quantity, name and address, contact no. and date for identification.
- Loose supplies/damaged packing/tempered or damaged labeled supplies shall not accepted under any circumstance and will be recovered from the firm.
- Supplies to be made in proper boxes/cartons and should way not more than 15Kg.
- All the cartons/boxes should be virgin/new with 05 ply.
- Tablets/capsules to be supplied conforming to IP Drugs & Cosmetics Act.
- It should be ensured that only first use packaging material of uniform size is used for making supplies.
- All containers i.e. cartons are required to be secured with pilfer-proof scales to ensured genuineness of the products packed and the correctness of the contents.
- All hygroscopic drugs must be packed in aluminum/blister packs.


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- The tablets/capsules should be packed in 10 tabs or capsules per strip and 10 strips in a box except otherwise mentioned.

LIFE PERIOD

Drug supplied should not lived more than 1/3rd of its shelf life from the date of manufacturer.

Medicines with less than 1/3rd of the total expiry period will not be accepted. Similarly, in the case of medicines without expiry date and the medicines manufactured more than eight months will not be accepted.


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CHAPTER-4

SCHEDULE OF REQUIREMENTS

Bid/Tender will be accepted/uploaded in two covers under heading **Details** containing: -

- 1) **First Cover titled** as "Technical Bid /Pre-qualification bid" should contain the Self-attested scanned copies of:--
 - A. Earnest money as mentioned in Clause 14 of Chapter 2 of this tender document.
 - B. Copy of Income tax returns duly receipted by Income Tax department along with Balance Sheets and Profit & loss account duly audited by the Chartered Accountant of last 03 financial years i.e. 2019-20, 2020-2021 & 2021-2022 showing annual Turnover of each assessment year of Rs. 10 Crore or above attached?
 - C. Proof with regard to the supplier/ manufacturer having experience of supplying of Drugs of costing 80 % of estimated cost in India to any one Government/ Semi Government bodies /Commercial Institutions or 60 % of estimated cost in India to any two Government/ Semi Government bodies /Commercial Institutions or 40 % of estimated cost in India to any three Government/ Semi Government bodies /Commercial Institutions in last 7 years.
 - D. PAN Card & GST No.
 - E. Affidavit as mentioned in clause 12 of Chapter 2 of this tender document.
 - F. Scanned copy of Name, Address, Contact No., of entrepreneur/partners/board of Directors of tendering.
 - G. Copy of Partnership deed/Constitution and Memorandum of Association tenderer.
 - H. A copy of Valid Drug License/Manufacturing License.
 - I. GMP (Good Manufacturing Practice) Certificate as per the revised Schedule 'M' of Drugs & Cosmetics Act, 1945.

OR

Firm must have valid WHO-GMP Certificate issued by Central/State Drug Controller Authorities for each of the drug quoted (If Applicable).

- J. A Certificate issued by the State Drug Controller as per eligibility condition no. 7 uploaded.
- K. Compliance Report as per Annexure 'B'.
- L. Self-attested scanned copy of tender document accepting terms and condition of tender document.
- M. Name, address, contact number, designation/capacity of person signing the bid/tender.


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- N. Individual signing the bid or other documents connected with the agreement shall submit the proof of signing authority in the shape of Power of Attorney/Decision of partnership of firms and decision of Board of Director of the Company:--
- a) A sole proprietor of the firm or constituted attorney of sole proprietor.
 - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney or constituted attorney of the firm.
 - c) In case of (b) above a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.
 - d) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm. A person signing the letter form or any other documents forming the part of the agreement on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the CSACS may, without prejudice to other civil and criminal remedies, terminate the agreement and make or authorize execution of agreement/intended agreement at the risk and cost of such person and hold the signatory liable to the CSACS for all cost and damages arising from the termination of the agreement including any loss which the CSACS may suffer on account of execution of agreement/intended agreement.

The financial bid of only those bidders will be opened who qualify in a technical bid.

NOTE: -- All the above mentioned documents are essential to qualify at Technical Bid Stage. The technical committee reserves the right to disqualify the bidder technically if documents supplied by the bidder are insufficient to prove his /her eligibility or specification of material offered by the bidder, in the opinion of technical committee, do not match the specification mentioned in tender document.

- 2) **Second Cover titled** as "Financial Bid" shall consist of –
- a) Price schedule.


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CHAPTER-5**TECHNICAL SPECIFICATIONS OF OI/ ARV DRUGS****Quantity: 01**

S. No	Name of ARV drugs	Estimated Annual Requirement of ARV Drugs
1	Tab. Abacavir 300mg	45500 Tabs
2	Tab. Tenofovir 300mg	11000 Tabs
3	Tab. Zidovudine 300mg	21500 Tabs
4	Tab. Lamivudine 100mg	26000 Tabs

S. No.	Name of OI Drugs	Estimated Annual Requirement of OI drugs
1	Tab Nitazoxanide 500 mg	1000
2	Tab Flucytosine 500 mg	1000
3	Tab Valganciclovir 450 mg	5600
4	Inj. Gancyclovir 500mg	50
5	Tab Itraconazole 200mg	10000
6	Tab Clarithromycin 500mg	200
7	Tab Fluconazole 400mg	1000
8	Clotrimazole ointment	50
9	Tab Clindamycin 300 mg	500
10	Tab Sulfadiazine 500 mg	500
11	Inj.Lipo Amphotericin B deoxycholate 50 mg/ Inj.	100
12	Tab Acyclovir 400mg	1000

Note: The above mentioned quantity is tentative and it may increase or decrease as per Requirement.


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CHAPTER-6**PRICE SCHEDULE (EXCEL SHEET) BOQ.**

Tender Inviting Authority : Chandigarh State AIDS Control Society						VALIDATE
Nature of Work: Purchase of ARV/OI Drugs						PRINT
Contract No:						HELP
<p align="center">SCHEDULE OF WORKS</p> <p>(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate (In. Rs.)	RATE In Figures To be entered by the Bidder (Inclusive of All Taxes) Rs. P	AMOUNT Rs. P
					Figures	Words
1.00	Drug name					
1.01	Tab. Abacavir 300mg	45500	No.	0.00		#NAME? 0.00
		Tabs				
1.02	Tab. Tenofovir 300mg	11000	No.	0.00		#NAME? 0.00
		Tabs				
1.03	Tab. Zidovudine 300mg	21500	No.	0.00		#NAME? 0.00
		Tabs				
1.04	Tab. Lamivudine 100mg	26000	No.	0.00		#NAME? 0.00
		Tabs				
1.05	Tab. Nitazoxanide 500mg	1000 Tabs	No.	0.00		#NAME? 0.00

Ksya
Assistant Director (CST).

Tender Inviting Authority : Chandigarh State AIDS Control Society						<input checked="" type="checkbox"/> VALIDATE	
Nature of Work: Purchase of ARV/OI Drugs						<input type="checkbox"/> PRINT	
Contract No:						<input type="checkbox"/> HELP	
Bidder Name:							
<p align="center">SCHEDULE OF WORKS</p> <p>(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>							
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate (In. Rs.)	RATE In Figures To be entered by the Bidder (Inclusive of All Taxes)		AMOUNT Rs. P
					Rs. P	Words	
1.06	Tab. Flucytosine 500mg	1000 tabs	No.	0.00		#NAME?	0.00
1.07	Tab Valganciclovir-450mg	5600 tabs	No.	0.00		#NAME?	0.00
1.08	Inj. Gancyclovir 500mg	50 Inj	No.	0.00		#NAME?	0.00
1.09	Tab Itraconazole 200mg	10000 tabs	No.	0.00		#NAME?	0.00
1.10	Tab Clarithromycin 500mg	200 tabs	No.	0.00		#NAME?	0.00
1.11	Tab Fluconazole 400mg	1000 tabs	No.	0.00		#NAME?	0.00
1.12	Clotrimazole ointment	50	No.	0.00		#NAME?	0.00
1.13	Tab Clindamycin 300mg	500	No.	0.00		#NAME?	0.00
1.14	Tab Sulfadiazine 500 mg	500	No.	0.00		#NAME?	0.00
1.15	Inj Lipo Amphotericin B deoxycholate 50mg/Inj	100	No.	0.00		#NAME?	0.00


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Tender Inviting Authority : Chandigarh State AIDS Control Society					<input checked="" type="checkbox"/> VALIDATE	
Nature of Work: Purchase of ARV/OI Drugs					<input type="checkbox"/> PRINT	
Contract No:					<input type="checkbox"/> HELP	
<p align="center">SCHEDULE OF WORKS</p> <p>(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate (In. Rs.)	RATE In Figures To be entered by the Bidder (Inclusive of All Taxes) Rs. P	AMOUNT Rs. P
					Figures	Words
1.16	Tab Acyclovir 400 mg	1000	No.	0.00		#NAME?
						0.00


(Signatures

of

bidders

with

Seal)


 Assistant Director (CST),
 Chandigarh State AIDS Control Society,
 U.T. Chandigarh

CHAPTER-7

AGREEMENT

THIS AGREEMENT is made on thisday of2023 between the President of India through the Chandigarh State AIDS Control Society (hereinafter referred to as the "Chandigarh SACS", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/S, a company registered under the Companies Act, 1956/a partnership firm constituted between, having its place of business or registered office at acting through its authorized representative (hereinafter referred to as "Supplier" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be, of the second part. Hereinafter, individually referred to as "Party" and Jointly as "Parties".

WHEREAS the Supplier is engaged in the business of

AND WHEREAS the Supplier has expressed his keen desire to supply the material mentioned in Annexure-I to the Chandigarh SACS under this agreement;

AND WHEREAS on the aforesaid representation made by the Supplier to the Chandigarh SACS, the parties herby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:--

1. SUPPLIER'S REPRESENTATION AND WARRANTIES

The Supplier herby represents warrants and confirms that the Supplier:-

- 1.1 Has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligation as contemplated and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary


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approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;

- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Chandigarh SACS.
- 1.3 shall, on the execution of this agreement, and supplies the material to the Chandigarh SACS, and will not violate, breach and contravene any conditions of their agreement
- 1.4 has complied with and obtained necessary permissions/licenses/authorizations from the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. INSPECTION OF MATERIAL

The Inspection Committee of the Chandigarh SACS will inspect the goods supplied by the supplier in response to the purchase order/indent at Chandigarh SACS. The Project Director CSACS reserves the rights to reject the goods supplied if same are not found in accordance with the required description/specifications.

2.1 SUPPLY OF ORDERED MATERIAL & PAYMENT

The Supplier shall supply the material within 30 days from the date of placing the supply order and in the event of finding the goods in order by the Inspection Committee after inspection; the payment will be released accordingly.

3. PENALTY

The Project Director, Chandigarh SACS, without prejudice to other remedies available under the terms & conditions of this agreement, reserves the right to impose penalty on supplier if supplier fails to supply the material within stipulated period from the date of placing of supply order. **Penalty @ 0.5 % per week** subject to maximum of 10 % of total value of delayed portion of supply order. The Project Director, Chandigarh SACS reserves the right to relax the penalty clause if genuine/justified reasons for delay have been given in writing by the supplier. The agreement will be terminated if supply is not made within stipulated period or within further extended period if allowed by The Project Director, Chandigarh SACS.

4. NATURE OF AGREEMENT

The parties hereto have considered and agreed to and have a clear understanding on the following aspects;


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That, if at any time, during the operation of this agreement or thereafter the Chandigarh SACS is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever to any third party in any event, the Supplier shall immediately pay to the Chandigarh SACS all such amounts and costs and in all such cases/event the decision of The Project Director, Chandigarh SACS shall be final and binding upon the Supplier. Chandigarh SACS shall be entitled to deduct any such amounts as aforesaid from the performance security& earnest money and /or from any pending payment due to the Supplier.

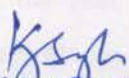
5. LIABILITIES AND REMEDIES

In the event of failure of the Supplier to supply the material or part thereof as mentioned in this agreement for any reasons whatsoever, Chandigarh SACS shall be entitled to procure material from other sources and the Supplier shall be liable to pay forthwith to the Chandigarh SACS the difference of payments made to such other sources, besides damages at double the rate of payments.

The supplier shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of any material, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself under this agreement.

6. TERMINATION

- a) If supplier commits breach of any covenant or any clause of this agreement, Chandigarh SACS may send a written notice to supplier to rectify such breach within the time limit specified in such notice. In the event supplier fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and supplier shall be liable to Chandigarh SACS for losses or damages on account of such breach.
- b) The Chandigarh SACS shall have the right to immediately terminate this agreement if the supplier becomes insolvents, ceases its operations, dissolves or files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.
- c) Termination of this agreement may lead to forfeiture of security deposit/earnest money without prejudice to other remedies (Civil/criminal)


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7. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current financial position of the supplier. Henceforth, any assignment of supply order under this agreement, in part or whole, to any third party shall be a ground for termination of this agreement forthwith.

8. COMPOSITION AND ADDRESS OF SUPPLIER

- a) The Supplier shall furnish to the Chandigarh SACS all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the supplier and proof of its registration with the concerned Government authorities required for running such a business.
- b) The Supplier shall always inform the Chandigarh SACS in writing about any change in its address or the names and addresses of its key personnel. Further, the Supplier shall not change its ownership without prior approval of the Chandigarh SACS.

9. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

Project Director	Supplier
Chandigarh SACS
Sector 15-A, Chandigarh

10. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Supplier may have access to confidential information of Chandigarh SACS and it undertakes that it shall not, without Chandigarh SACS's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

11. ENTIRE AGREEMENT

The award of work order, when issued to the Supplier, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting etc.


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12. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both the parties hereto.

13. SEVERABILITY

If for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

14. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

15. WAIVER

At anytime any indulgence or concession granted by the Chandigarh SACS shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Chandigarh SACS to exercise any option which is herein provided for requiring at any time the performance by the supplier of any of the provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the Chandigarh SACS to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

16. ARBITRATION

Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach thereof, shall be referred to a Sole Arbitrator i.e. the Project Director Chandigarh SACS at the time of the dispute.

The venue of arbitrations shall be at Chandigarh State AIDS Control Society.


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Chandigarh State AIDS Control Society,
U.T; Chandigarh

Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

17. FORCE MAJEURE

If at any time, during the continuance of this agreement, the performance in whole or in part by either party, of any obligation under this agreement, be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), a notice of happenings of any such eventuality is to be given by either party within 07 days from the date of such occurrence thereof to the other party and , neither party shall due to reason of such event be entitled to terminate this agreement nor shall either party have any such claim for damages against the other in respect of such non -performance or delay in performance. The operation of agreement shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Project Director, Chandigarh SACS as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at his option terminate the agreement.

18. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

19. TWO COUNTERPARTS

This agreement is made in duplicate. The supplier shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.


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IN WITNESS WHEREOF THE CHANDIGARH SACS AND THE SUPPLIER ABOVE SAID HAVE
HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST
MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES;

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature

Signature

Name

Name

Date

Date

Designation

Designation

2. Signature

Name

(For and on behalf of the
Chandigarh SACS)

Designation

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature

Signature

Name

Name

Date

Date

Address

Address

2. Signature

Name

For and on behalf
of the Supplier

Date


Address


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh

ANNEXURE 'B'

COMPLIANCE REPORT

Sr. No.	Description of the Item	Name of the Manufacturer firm (In case of Distributor)	Description of the Product & Brand Name if any	Packing	Shelf Life of the Product	Drug License No. & Date of Issue for the Product	Does it having GMP Certificate as per the Revised Schedule 'M' of the Drugs & Cosmetics Rules. If yes page no.


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh

E-TENDER DOCUMENT


FOR

SUPPLY OF ARV/OT DRUGS

FOR

CHANDIGARH STATE AIDS CONTROL SOCIETY,

U.T, CHANDIGARH.


Assistant Director (CST),
Chandigarh State AIDS Control Society,
U.T, Chandigarh