

TENDER DOCUMENTS

NAME OF WORK : Supply of Opportunistic Infection Drugs to ART Centres

Date of Submission : Upto 11 a.m. on 20/8/2010

Date of Opening : 2 p.m. on 20/8/2010

Cost of tender Rs. 1125/-

KERALA STATE AIDS CONTROL SOCIETY

Tender No. : **4225/2010/PS2/KSACS**

Tender documents for the work of: Supply of Opportunistic Infection Drugs
to ART Centres

Issued to M/s./Shri.

To be returned on or before :

(To be filled by Tenderer)

Name of tenderer (In full) :

Address :

Phone No :

Details of EMD remitted : Rs. 25000/-

Name of the Bank & Branch :

Demand Draft No. and date :

Amount

Tender submitted on :

Date:

Signature of Tenderer

Note: The tenderer should sign in all pages of the tender documents including List .

KERALA STATE AIDS CONTROL SOCIETY

NOTICE INVITING FOR TENDER

Sealed competitive tenders are invited for and on behalf of Kerala State AIDS Control Society. (Herein after referred to as "KSACS") from competent and experienced tenderers for the supply of Opportunistic Infection Drugs to ART Centres

01 The items and sub-heads of works to be done are enumerated in the accompanying schedule.

02. THIS TENDER DOCUMENT IS NON-TRANSFERABLE

03. Unless otherwise specified, all works to be done in conformity with specifications as in force in the NACO/Government of Kerala/India guidelines

04. Tenders, sealed and endorsed as such with the name of work clearly written thereon shall be delivered at the office of the KSACS at **Trivandrum not later than 11 a.m on 20/8/2010**. They will be opened at the office of the KSACS delivery by the Officer - in - charge or such officer as may be authorised on his behalf in the presence of such of those tenderers or their authorised agents as may be present at **2 p.m on the same day**. The total amount quoted for each tender will be read out, the tender and all corrections in the tender will be attested by the tender opening officer with dates and initials.

05. Each tender shall be accompanied by Earnest Money Deposit Rs. 25000/-. The Earnest Money and security deposit shall be in the form of Crossed Demand Draft drawn in favour of "KERALA STATE AIDS CONTROL SOCIETY" payable at **Trivandrum. EMD/ Security Deposit in any other form will not be accepted.**

06. The Tenderer shall carefully study the specifications and all the documents which form part of the Agreement to be entered into by the accepted tenderer. The documents connected with the contract such as specifications, place of supply etc can be seen on all working days during office hours.

07. The Tenderer shall closely pursue all the specification clauses which govern the rates he is tendering.

08. In consideration of the tenderer being allowed to quote for the work, he shall keep the tender form for a period of **three months** from the date of opening of the tender during which period he will not be free to withdraw the tender. Any such withdrawal will entail for forfeiture of the Earnest Money deposited for the work.

09. Within a week of the acceptance of the tender, the tenderer shall deposit a sum sufficient to make up the balance of 5% of the Probable Amount of Contract which together with the amount of Earnest Money deposited shall be treated as Security for the proper fulfilment of the same and shall execute an Agreement for the work. If he fails to do this or in the case he fails to maintain a specified rate of progress (to be specified in each case of the tender schedule), the **Earnest Money and Security Deposit shall be forfeited to the KSACS, tenderer will be black listed from taking up any other work in the KSACS**, fresh tenders shall be called for, or the matter otherwise disposed of. If, as a result of such measures, any loss is caused to the KSACS, the same will be recovered from him, but, should it be a saving to the KSACS, the original tenderer shall have no claim, whatsoever, to the difference.
10. **The acceptance of the tender rests with the Project Director of the KSACS, who does not undertake to accept the lowest or any particular tender.**
11. **Tenderer shall explain in detail the specifications and peculiarities of their products before a technical committee constituted by KSACS.**
12. The right to carry out the work in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work is reserved with the KSACS.
13. **The KSACS is at Liberty to split the quantum of work and award to more than one tenderer or to delete a portion of the work at its discretion.**
14. Schedule of quantities, specifications of the tender documents purchased from the office on payment of Rs. 1125 /-(one thousand One hundred and twenty five only). It shall be definitely understood that the KSACS does not accept any responsibility for the correctness or completeness of the schedule, that the schedule is liable to alterations, omissions, deductions or additions at the discretion of the competent officer or as set forth in the conditions of contract.
15. Tenders not submitted in forms issued from the office of the KSACS or submitted incomplete in any respect, whatsoever, such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in words), totals of contract not entered etc. shall be liable to summary rejection.
16. The work shall be completed in all respects within the period specified in the Work Order.
17. The Tenderer shall not without the previous sanction in writing of the authority accepting the tender, execute any Power of Attorney in respect of any matter, touching this contract and any such Power of Attorney executed without such

sanction shall not be recognised by or be binding upon the KSACS or their Officers. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke sanction once given.

18. No part of the contract shall be sublet without any written permission of the Project Director, nor shall transfer be made by Power of Attorney authorising others to receive payments on the Tenderer's behalf.
- 19. The sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason thereof.**
20. The Tenderer shall abide by the KGST Rule 1963 and relevant provisions thereof regarding payment of tax to Works Contract. It is further specifically understood that Works Contract / Sales Tax will be borne by the Tenderer in respect of the contract.
21. If the KSACS undertakes to supply any particular material(s), no claim for extra payment on account of delay in the supply of the same will be entertained.
22. Tenders, which are not in conformity with this tender notice are liable for rejection. The Tender Notice with conditions stated therein will form part of the contract documents.
23. The tenderer is bound to carry out extra items of work found necessary during execution of the job. All such items, not covered in the Schedule / Agreement will be paid as per the procedure being adopted in the Government of Kerala / NACO.
24. The quantities of regular items given in the tender schedule are only provisional and are likely to vary during execution/supply, depending on actual requirements. In all such cases, the Tenderer is bound to carry out the items for proper completion of the job as per the instructions of the Officer - in - charge at no extra cost to the KSACS.
25. Penal Clause(s) will be in conformity with the clause(s) as in force in the Government of Kerala.
26. Every letter/notice to be given to the Tenderer may be given to him personally or left at his residence or last known place of abode or business or handed over to his agent, personally or may be addressed to the Tenderer by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the Tenderer on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
27. Payments will be made only after the successful completion of the supply of consumables as per the written instruction of the officer-in-charge and after recording necessary stock entry certificate of the concerned officers of the Institutions.

28. The tenderers shall submit along with the tender, documentary evidence of their previous experience in carrying out similar supply and of their eligibility in support of their claim for consideration in the matter of award of contract.
29. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to be rejection
30. If at any time, any question, dispute or difference whatever shall arise between the two parties (KSACS on the one hand and Tenderer on the other hand) in relation to the purchase either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitrator shall be at KSACS office at Trivandrum.
31. The courts at Trivandrum will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Trivandrum court shall have jurisdiction in the matter.
32. The tenderers are required to quote their rates on Schedule provided with the tender. The rates are inclusive of tax.
33. The tenderer should quote only one rate for one item in the tender, which matches best to the specification mentioned. If more than one rate is quoted only the lowest rate will be considered.
34. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any, deposited by him will be forfeited to Government or such action taken against him as Government think fit.
35. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
36. Tenderers shall clearly specify whether the goods are offered from indigenous Sources, from imported under a licence. Government reserve the right to reject offers for import of goods if the import trade control policy in force at the time of award of the contract prohibits or restricts such imports.

37. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
38. In case the contractor fails to supply and deliver any of the said articles and things, within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants stipulations and agreements herein contained, and in his part to be observed and performed, then and in any such case, it shall be lawful for the KSACS (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the KSACS by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the KSACS shall have incurred, sustained or been put to any costs, damages or expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the KSACS under and by virtue of this contract, it shall be lawful for the KSACS from and out of any moneys for the time being payable or owing to the contractor from the KSACS under or by virtue of this contract or otherwise, to pay and reimburse to the KSACS all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.
39. The prices quoted should be inclusive of all taxes, duties, cesses, etc, which are or may become payable by the contractor under existing or future law or rules of the country of origin supply or delivery during the course of execution of the contract.
40. The tenders shall clearly specify whether articles offered bear Standards specified by Government of Kerala/ Government of India. Previous experience in supply of materials/articles to Health Institutions/NACO shall also specify clearly.
41. The medicines should have a shelf life of 12 months from the date of supply.
42. The medicines should be delivered in the list of ART centres provided with the supply order.

For Kerala State AIDS Control Society.

Project Director

List of Opportunistic Infection Drugs

Sl. No.	Name of Drugs	Quantity
1	Nitazoxanide 500mg	650
2	TMP-SMX DS 160/800mg	365000
3	Fluconazole 150mg	18100
4	Azithromycin 500mg	14300
5	Fluconazole 400mg	1550
6	Clotrimazole tubes 30gm	935
7	Clindamycin 300mg	11200
8	Sulfadiazine 500mg	21300
9	Inj. Amphotericin B 50 mg	185
10	Acyclovir 400 mg	5400
11	Cefotaxime 1g	0
12	Levofloxacin 500mg	2750
13	Amoxicillin 500mg Clavulanate Potassium 125mg	12600
14	Fluconazole IV – 200mg	235
15	Acyclovir IV 250mg	120
16	Inj. Gancyclovir 500mg	0
17	Cap. Gancyclovir 250mg	0
18	Itraconazole 200mg	120
19	Clarithromycin 500mg	2800
20	Ethambutol 800mg	500
21	T. Valganciclovir 450mg	1250

These drugs are to be distributed to various ART Centres throughout the State.