The Gujarat Cancer & Research Institute,

New Civil Hospital Campus, Asarwa,

Ahmedabad – 380016.

Tender Document
For
DRUGS & MEDICINES

(Estimated Cost Value: Rs. 15,11,98,078.00/-)

KEY DATES
Duration of Downloading and Submission of Tender Document (On Line):
From: 07/04/2021 up to 28/04/2021 17:00hrs.

Date and Time of Technical Bid Opening: 30/04/2021 11:00 hrs

Pre-bid Meeting: 12/04/2021 11:00 hrs at Board Room, GCRI, Civil Hospital Campus, Ahmedabad.
*Important Note: (Suggestions regarding Tender will not be accepting on after Pre-Bid up to 17:00 hrs pm./Date)

Envelopes containing the "Technical Supporting Documents", inclusive of the "Tender Fee", "EMD Fee" to be submitted physically on or before **29/04/2021** up to 17:00hrs at the below mentioned address.

Director,
The Gujarat Cancer & Research Institute,
Civil Hospital Campus,
Ahmedabad-16
Tel: 079-2268 8177, Fax: 079-2268 5490

TENDER NOTICE

Tender Notice No.: GCRI/STORE/DRUG/11985/2020-21 Dt. 16.03.2021

Tender Brief

Tenders are invited online from reputed manufacturers / direct importers for purchase of Drugs & Medicines on rate contract basis as mentioned in the tender details section.

Tender Details

THE GUJARAT CANCER & RESEARCH INSTITUTE
(M. P. Shah Cancer Hospital)
Civil Hospital Campus, Asarwa, Ahmedabad - 380 016
Ph. No. – 079 – 22688000 Fax No. 079 - 22685490

Tender Notice No.: GCRI/STORE/DRUG/11985/2020-21 Dt. 16.03.2021

Tenders are invited online (through internet) from **reputed Manufacturers, direct importers for purchase of Drugs & Medicines on rate contract basis for the year 2021-22.** All tender details can be seen from website - (1) www.gcriindia.org (2) www.gcri.nprocure.com and (3) Notice board of GCRI.

Only manufacturers will be eligible to submit the tenders. For imported materials Authorized representative / dealer appointed either by parent manufacture or its subsidiary company should submit their offer.

Item Category - Drugs & Medicines			
Sr. No.	**Name of the Tender**	**Tender Fee in ₹. inclusive of Taxes (Non-refundable)**	**EMD**
1	Anti-cancer drugs	Rs. 17700/-	**Minimum Rs. 10000**/- or the cumulative amount of 3% EMD **(Whichever is high)**
2	Tablets & Capsules	Rs. 17700/-	
3	Injectable Drugs	Rs. 17700/-	
4	Parenteral Fluids & Blood Bag Items	Rs. 5900/-	
5	Surgical Dressing Materials, Disposable Items & Surgical Items	Rs. 17700/-	

INSTRUCTION TO BIDDERS FOR ONLINE TENDER PARTICIPATION

1 All tender documents can be downloaded free from the website https://www.nprocure.com
2 The user can get a copy of instructions of online participation from the website https://www.nprocure.com
3. All bids must be submitted online through website https://www.nprocure.com.
4. All bids should be digitally signed. For details regarding digital signature certificate, related training, application for training and issue of digital signature certificates should be made at least 72 hours in advance to the due date and time of tender submission.
5. Queries regarding use of digital signature certificate should be addressed to personnel in M/s. (n) Code Solutions or please contact.

(n)Code solutions
A division of GNFC
301, GNFC Info tower, Bodakdev,
Ahmedabad- 380 054 (India)
Tel: +91 79 26857316/17/18
Fax: +91 79 26857321.
www.ncodesolutions.com

6. The bidders should register on the website through the "New Supplier" link provided at the home page, the registration on the site should not be taken as registration or empanelment or any other form of registration with the tendering authority.
7. For all queries regarding tender specifications and any other clauses of tender document, please contact Concern Officers on the address provided below.

CONTACT DETAILS

Chief Pharmacist cum Store Officer
Pharmacy Department
Email: pharmacy.gcri@gcriindia.org
Phone: (O) 079-2268 8177
The Gujarat Cancer & Research Institute,
Civil Hospital Campus,
Ahmedabad-380016

Key Dates:

Due Date and Time of Submission of Technical Bid & Commercial Bid (online)	:	**28.04.2021** up to 17:00 HRS
Prebid Meeting	:	**12.04.2021** at 11:00 HRS
Due Date and Time of Physical Submission of Technical Supporting Documents inclusive of Tender Fee & EMD	:	**29.04.2021** up to 17:00 HRS
Due Date and Time of Technical Bid Opening (online)	:	**30.04.2021** at 15:00 HRS

Envelopes containing the "Technical Supporting Documents", inclusive of the "Tender Fee", "EMD Fee" to be submitted at the below mentioned address (Physically).

Venue: The Director
The Gujarat Cancer & Research Institute,
(M. P. Shah Cancer Hospital)
Civil Hospital Campus, Asarwa,
Ahmedabad – 380016

Key Value: **E.M.D. - Item wise EMD as shown in Annexure 1 to 5**

1. INTRODUCTION ABOUT GCRI

About GCRI:

The Gujarat Cancer Research Institute, GCRI, is a leading institute excelling in providing comprehensive care to cancer patients. The GCRI is constantly working to improve its service levels. A brief history and the activities of GCRI are described hereunder:

GCRI Brief history:

Gujarat Cancer & Research Institute (GCRI) established in the year 1972, is a functional autonomous body jointly managed by Government of Gujarat and Gujarat Cancer Society. Over years, GCRI has evolved into an institution of national repute and provider of largest number of skilled human resources to fight the dreadful disease of cancer. At present, the campus is spread over about nine acres (41,882 Sq. Mt.) of land, carved out of the Civil Hospital Premise. Since its foundation stone of its first building laid on 26 Jan 1962, new buildings are constructed and old one are modified or extended continuously, in order to upgrade existing facilities, add newer modern facilities and expand services to the ever increasing patient pool. On a conservative count, during its journey of 50 years, the GCRI campus crossed at least two mile stones every year, requiring addition or modification of buildings. Today, the campus consists of a total of 19 buildings, with a combined built up area of 60,568 Sq. Mt. It is clear that GCRI is on a mission… 'To excel in serving patients, suffering from Cancer'. This reflects very clearly in their Mission statement.

2. GENERAL INSTRUCTIONS FOR BIDDERS

The bidders are instructed to read the complete bid document carefully. The following points may be noted so that mistakes/lapses/shortcomings during Bid submission may be avoided.

1) It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only. So that the confidentiality of your bid/ rates is maintained up to bid opening & that your documents are not put to any misuse.
2) Complaints lodged in GCRI should bear signature, name, Id proof and mobile number of the complainant. This is important to avoid unauthenticated complaints or any persons who have fraudulently made use of their letter heads. Therefore, unauthenticated complaints may not be acted upon.
3) In case you are given any assurance of any favor in GCRI, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in GCRI, please inform immediately about the same to Director, GCRI. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person / institution and their details can be put on the website.
4) It is Mandatory for you to authorize only those persons for GCRI tender who are employed in your company on salary basis.
5) If any firm, etc. intends to lodge a complaint against a bidder with regard to bid (bid Condition), it may do so within 21 days of opening of technical bid, in the office of GCRI. After the stipulated period, it will not be possible to act upon the complaint.
6) The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.
7) Quote only for the products for which your Product Permission meets the Bid specifications. Do not quote if it differs with regard to any parameter.
8) Quote rate exactly as per packing unit of tender schedule. For example, if the packing is given for 10 X 10 tablets, the rate should be quoted for 10 X 10 tablets, and not for 1 tablet or 10 tablets. Rate shall have to be quoted in accordance with instructions laid down in tender. Failure to comply the instructions in quoting rates or error in quoting rates shall invite forfeiture of EMD and blacklisting of firm for one year for relevant item.
9) Highlight the quoted items in the documents like Product Permission and Market Standing Certificate, and also mark the item code no. at appropriate place in the documents.
10) The submitted product permission and other documents should be authentic. Date of issue of the documents should be clearly visible.

11) In case there is any suggestion regarding Bid conditions/ specifications/ shelf life, strength, packing/turn over etc. The suggestions should be submitted/sent/e – Mailed two/three days earlier from the date of pre bid meeting so that the representation of the bidders may be well processed and decision could be taken well in time.
12) No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.
13) The tenderer should confirm that the detailed specifications i.e. standard, composition, packing, WHOGMP of the items offered are strictly in accordance with the specifications shown in the Schedule (Schedule of tender). The tenderer must also mention the name of manufacturer in case of direct importers in Technical & Commercial. The tenderer should also note the terms & conditions particularly those relating to the delivery period, E.M.D., Marketing Data & Proof of Manufacturing Experience, Payment terms, Penalty, Rate Contract, replacement and Risk purchase in which no relaxation will be given.
14) If there is any query regarding Terms and condition in Bid document, you may contact Chief Pharmacist, GCRI.
15) If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc., The tenderer has to submit the complaint before price bid opening along with deposit of Rs. 1,00,000 (Rupees One Lac only). The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Director. However, if the complaint is found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained. The facts relating to all such complaints as well as action taken thereof have to be produced before the respective purchase committee for its considerations.

3. GENERAL INSTRUCTIONS FOR SSI/MSME

1. Special Benefits for Small Scale Industries: -

Those tenderers who are desirous of availing the benefits as provided for SSI units by Government vide GR No. SPO/102015/691093/CH dated: 03/06/2016 issued by Industries & Mines Department: -

a) Exemption for Payment of document fee, exemption for Payment of EMD & Benefit of Security deposit. Shall have to submit, valid Micro/small enterprise registration in new acknowledgement (As per the Gazette of India Act-2006) issued by concerned authority of Gujarat state along with valid certificate of CSPO / NSIC / DGS & D/KVIC (if applicable) registration.
b) To avail the benefit of Price Preference & Price matching,
   1) Tenderers Shall have to submit a valid Micro/small enterprise registration certificate (As per the Gazette of India Act-2006) issued by concerned authority of Gujarat state
   2) valid certificate of CSPO / NSIC / DGS & D/KVIC (if applicable) registration.
   3) Self-Attested or Notarized certificate from the bidder regarding MSME status on due date of tender.
c) Price preference will be calculated as per guidelines given by the Govt. of Gujarat, Industries and Mines Dept., resolution GR No. SPO/102008/794/CH, dated 02/09/2015

4. ELIGIBILITY CRITERIA

1) Bidder shall be a manufacturer having valid manufacturing license or direct importer holding valid import license. Distributors/ Suppliers / Agents are not eligible to participate in the Bids.
2) (i)The Tender should be submitted only by manufactures.
   (ii) **(a)** If manufacture is not participating directly as bidder in the tendering process then the authorized representative or dealer shall be allowed to quote the tender. But such authorized representative or dealer should be a regular supplier of quoted product of that manufacturer's authorized bidder can preceding the date of Technical Bid and also the authority letter should be submitted by manufacture or its subsidiary

company duly filled in prescribed format (As per Annexure E2) with tender documents otherwise tender will be ignored.

Bidders are requested to mention the Name of their manufacturer and submit authority letter from manufacturers in variably, otherwise tender will be liable for rejection. The year in which the quoted model of the machine was introduced by the manufacturer should be mentioned. Literature with complete technical data from the principal manufacturer whose products offered should be attached. If literature is not available, blue print of drawing should be attached with the offers.

(b) In case when the authority letter is submitted by subsidiary company of their foreign manufacturer, the subsidiary company will have to submit affidavit that they are not participating in the tendering process with other institute directly.

In Such subsidiary company will have to produce documents that they are 100% subsidiary company of their foreign manufacture whose items is quoted.

(iii)The manufactures quoting items should have experience of manufacturing and selling of quoted products for three years preceding the date of opening of technical bid. For this purpose, they have to submit Chartered Accountant's certificate in original showing year wise production and sales for quoted product for last three years.

3) Must have minimum three years of experience as a manufacturer and in marketing of the quoted item, as on the date of technical bid opening. The Bidder Should also have manufactured of the quoted drug every year in the last 3 consecutive years (Format-5). In case of imported product, the product should have minimum 3 years standing in the market. The importer should have at least 3 years standing as manufacturer/ importer of drugs in general. Imported drugs shall be accepted in brand name also.

4)

a) The Annual turnover of last three years should have submitted.
b) For SSI units of Gujarat, the annual turnover of last three years should be submitted for list of items attached at **Annexure-C.**
c) The Manufacturer should have valid WHO GMP Certificate or valid Certificate of pharmaceutical product (COPP) for individual product in the WHO format. Unless the date of expiry is specially mentioned in the certificate, the validity of WHO GMP (COPP) certificate will be considered as two years from the date of issue, effect for foreign product where the tenders most affirm the date of validity. **No offer will be acceptable unless the tender is accompanied by requisite WHOGMP describe above. Manufacturers not having valid WHOGMP certificate are not entitled to submit tender.** Under no circumstances, submission of copies of renewal application / challan for expired WHOGMP certificate will be considered in lieu of valid WHOGMP certificate. Conditional WHO GMP will not be accepted.
d) The Certificate mentioned above must include either the name of drugs or the category of drugs for which the WHOGMP is issued. In case of imported Drugs/Surgical valid Drug Manufacturing License, Product Permission, WHOGMP certificate of manufacturer, Labels and Product literature of all quoted product must be submitted along with the tender.

5) In case, where the item is required with ISI Mark, manufacturing and selling experience of product having ISI Mark is mandatory for eligibility. Hence the manufacturer must have valid certificate copies of license to use ISI for last one year and the latest license should be valid during the period of Rate Contact.
6) The SSI must have, a valid Micro/ Small enterprise registration (As per Gazette of India Act-2006 by concerned authority of Gujarat state along with valid certificate of CSPO/ NSIC/DGS & D/ KVIC Registration.
7) Bid should not be submitted for the product/products for which the concern/company stands blacklisted/banned/debarred either by Bid Inviting Authority or Govt. of Gujarat or its departments on any ground. The Bid should not be submitted for those products also for which the concern/company stands blacklisted/banned/debarred by any other State/Central Govt. or it's any agencies (central Drugs procurement agencies) on the ground of conviction by court of law or the products being found spurious or adulterated.

8)

a) Such concern/company/firm which stand blacklisted/banned/debarred on any ground by the bid inviting authority (GCRI) or Govt. of Gujarat or its department on the date of bid submission, shall not be eligible to participate in the bid. The concern/company/firm which stands blacklisted/banned/debarred on the ground of conviction by court of law or the products being found spurious or adulterated by any other State /Central Government or it's any agencies (central Drugs procurement agencies) shall also not be eligible to participate in the Bid. For Specific cases regarding other quality issues the respective purchase committee of GCRI may decide on case to case basis.

b) The concerned company/firm/bidder who has been blacklisted / debarred by GCRI or any other State/ Central Government and its Drug Procurement Agencies due to failure in supply of Quality of Quoted drugs, shall not participate in the tender during the period of debarring / blacklisting. If any product of company/firm/bidder were blacklisted/debarred at the time of bidding, for a specified period, then the same will become eligible after blacklisting/ debarring period is over. In case the period is not specified the debarment order, the firm shall be eligible to participate in bidding only after two years of the date of issue of the order of blacklisting/ debarment. If any tenderer is debarred or black listed due to failure in supply of Quality of Quoted Drug during the tender validity or during the validity of the rate contract by any other State and central Government and its Drug Procurement Agencies, it is his (tenderer's) responsibility to inform such thing to the Director, GCRI.

9) Non-Disclosure of blacklisting/ debarment will invite forfeiture/recovery of EMD or SD or Risk Purchase or disqualification for appropriate period or any other penal action at the discretion of Director, GCRI without any further reference. (As per format Annexure-G)
10) The concern/firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.
11) If a company has two or more separate manufacturing units at different sites/states, the company will be allowed to submit only one Bid for all units but necessary document regarding separate manufacturing units will be submitted as a separate set with the same Bid. But a bidder will be allowed to submit only one offer for one product.

5. IMPORTANT INFORMATION:

The Bidder should read this document very carefully, to be signed and sealed on each page and comply with the instructions/terms/conditions therein. Any tender which does not confirm with the instructions / terms / conditions therein is liable to be rejected without any reference.

The bidder should invariably submit his tender in three sealed envelopes duly super scribed as under.

[1] Tender fees envelope
[2] E.M.D. envelope
[3] Technical Supporting Documents envelope

A. TENDER FEE ENVELOPE:

a) **Tender fee will be Non Refundable**
b) Payment should be paid by demand draft in favor of "THE GUJARAT CANCER & RESEARCH INSTITUTE" Drawn on any Scheduled bank payable at Ahmedabad.
c) Non-payment of the tender fee will make the bidder liable for disqualifications.
d) The tenderers who are desirous of availing SSI benefits shall have to submit a letter clarifying that they want to avail the benefits and must adhere to guidelines as mentioned in Point :3(1) (a) of General Terms & Condition of SSI/MSME

B. E.M.D. ENVELOPE:

a) The E.M.D. must be paid by Demand Draft / Bank Guarantee in favor of "THE GUJARAT CANCER & RESEARCH INSTITUTE" drawn on any Scheduled banks payable at Ahmadabad. **The EMD will be Item wise. Please refer attached EMD Schedule and Tender Notice.**

b) Non- payment of the EMD will make the bidder liable for disqualifications.

c) Wrong/Fraudulent data submission may lead to disqualification/debar. Please ensure that you furnish correct data.

d) All bidders will have to pay EMD compulsorily as prescribed, failing which the tender will be treated as rejected at the time of opening of Bid. In such cases; Technical Bid as well as Commercial Bid will be ignored. Any basic document with regards to EMD will not be acceptable after closing time of tender.

e) Bank Details for Bank Guarantee Purpose Only.
Name: THE GUJARAT CANCER AND RESEARCH INSTITUTE
NAME OF BANK: KOTAK MAHINDRA BANK LIMITED
BRANCH ADDRESS: ADVANCE PLAZA, OPPOSITE SWAMINARAYANTEMPLE, SHAHIBAUGH, AHMEDABAD-380004
IFSC CODE OF BANK: KKBK0000827
ACCOUNT NO: 7711365947

f) For getting exemption from paying Tender processing fees and EMD, bidder have to submit Valid and certified documents like SSI/MSE/Udhyog Aadhar/Udaym Registration and valid CSPO/NSIC/DGS&D registration certificate

g) Traders/Resellers/Distributor/Authorized Agents will not be considered for availing benefit (like exemption from payment of EMD) under public procurement policy 2012 for MSEs as per MSE guidelines issued by MOMSME and further issued all amendment applicable.

Forfeiture of the E.M.D.

If for any reason whatsoever any bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the letter of Intent refuses to execute the contract or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited.

Refund of E.M.D.

The EMD will be refunded in full only on finalization of the tender. The original E.M.D receipt along with written request letter to the Director, The Gujarat Cancer & Research Institute, Ahmedabad and it need to be submitted in the Pharmacy Department, GCRI for Refund E.M.D.

C. TECHNICAL SUPPORTING DOCUMENTS ENVELOPE:

a) The envelope should be marked as "Technical Supporting Documents". It should be noted that no physical submission of technical bid and Commercial bid should be done. Only Technical Supporting Documents should be submitted physically.

b) If the suppliers fail to submit below mentioned supporting documents offline within time limit, the bidder is entitled for immediate disqualification.

c) The bids should be submitted on or before the time stipulated in Tender notice at the website https://www.nprocure.com

d) Special Benefits for Small Scale Industries: -
Those tenderers who are desirous of availing the benefits as provided for SSI units by Government vide GR No. SPO/102015/691093/CH dated: 03/06/2016 issued by Industries & Mines Department: -

1) Exemption for Payment of document fee, exemption for Payment of EMD & Benefit of Security deposit. Shall have to submit, valid Micro/small enterprise registration in new acknowledgement (As per the Gazette of India Act-2006) issued by concerned authority of Gujarat state along with valid certificate of CSPO / NSIC / DGS & D/KVIC (if applicable) registration.
2) To avail the benefit of Price Preference & Price matching,
    I. Tenderers Shall have to submit a valid Micro/small enterprise registration certificate (As per the Gazette of India Act-2006) issued by concerned authority of Gujarat state

II. valid certificate of CSPO / NSIC / DGS & D/KVIC (if applicable) registration.
III. Self-Attested or Notarized certificate from the bidder regarding MSME status on due date of tender.

3) Price preference will be calculated as per guidelines given by the Govt. of Gujarat, Industries and Mines Dept., resolution GR No. SPO/102008/794/CH, dated 02/09/2015

e) The legible and certified copies of the following documents must be attached / annexed to Technical Supporting Documents.
   1) Checklist for Tender Supporting Documents (Annexure - A1 to A5)
   2) Valid Manufacturing license & Product Permission (as the case may be)
   3) Valid Appropriate Drug License of Tenderer & Valid Import License for imported Products.
   4) C.A. Certificate in original showing year wise Turnover for last three years. (Preferably as per Format: 2)
      Turn over Criteria:
      a) Bidder firm has to submit turnover certificate of chartered Accountant for last three years. i.e. 2017-18, 2018-19, and 2019-20 for tender floated on or after 30th September, 2020
      b) For SSI units of Gujarat, the annual turnover of last three years should be submitted for list of items attached at Annexure-C.
   5) Valid Narcotics / Explosives License. (if applicable).
   6) Valid WHOGMP certificate of manufacturer.
   7) I.S.O./CE certificate along with the declaration of manufacturer of the item in the location certified by I.S.O./CE (if applicable)
   8) Valid I.S.I. certificate (if applicable)
   9) Photo copy of PAN-Card (Permanent Account Number)
   10) Higher price / Lower price certificate. (As per format Annexure-D).
   11) Non-conviction certificate (Certificate Issued within 12 months before due date of this tender) from concerned Food & drug control Authority. (Preferably as per Format: 3).
   12) Performance Certificate. (Certificate Issued within 12 months before due date of this tender) from concerned Food & drug control Authority (Preferably as per Format: 4).
   13) GST Registration certificate.
   14) Prescribed affidavit showing year wise production / import & sales for preceding three years / two years / one year (as the case may be) for items quoted in original. (As per Format: 5)
   15) Affidavit regarding format of certificates. (As per format Annexure-F).
   16) Authority letter in prescribed format for imported items. (As per Annexure-E1)
   17) Bidding Schedules – Tender Fee & EMD (Format-6)
   18) Undertaking (As per Annexure-B On Stamp Paper of Rs. 300.00 & to be Notarized)
   19) Declaration about debarment of manufacturer for the items quoted. (As Per Format Annexure-G)
   20) Physical copy of Tender Terms and Conditions Duly Stamped and Signed
   21) Name of the Institutions, Hospitals or Organizations to whom products supplied.

f) All photocopies are required in self-attestation mode except affidavit in original on non-judicial stamp paper duly attested by first class magistrate/notary public) before submission of any tender, the tenderer must verify that they have submitted all relevant certificates / permissions / documents in proper format along with tender. No intimation of missing documents will be given by this office. No documents will be accepted thereafter and the tenders will be processed on the basis of available documents / certificates. If the requisite documents are not submitted or even if submitted are not in proper format, the tender is liable to be rejected.

g) Manufacturer/Supplier have to provide samples of the items quoted as and when required.

h) The technical supporting documents in physical form must be submitted at the following address:
   Director,
   The Gujarat Cancer & Research Institute,
   New Civil Hospital Campus, Asarwa
   Ahmedabad-380016
   Tel:- 079-226888177
   Fax No. 079 – 22685490.

i) The Tenderer shall submit a checklist (Annexure-A1 to A5) for tender supporting documents enclosed with their page number. The documents shall be serially arranged as per Annexure and shall be securely tied or bound. The list of items quoted shall be clearly marked in the copy of product permission with a marker pen.

j) Vendor must submit certain declarations as per the given format as Annexure A, B, C, D and E. Any envelopes as required in Para 1, 2, and 3 will not be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.

6. TECHNICAL & COMMERCIAL OFFERS IN PART - I & II

A. Part - I (Technical Bid)

1. Part – 1 Technical Bid should be submitted online only. Hard copy of technical bid will not be accepted.
2. The tenders will be opened online on the date, time specified in tender notice or onwards.
   (a)In the first instance, only "technical bid" will be opened online on the date of opening the tender and taken into consideration for finalization. Subsequently, the "commercial bid" will be opened online only of those vendors whose quotations satisfy the requirement of the institute and are otherwise acceptable.
   (b)Back out from tender at any interim level during tender processing: -
   Once the tenders are submitted it will be the responsibility of the vendor not to escape halfway directly or indirectly by way of raising any problems.
3. The eligibility of Bidders and their Technical Bids will be evaluated by the Technical Evaluation Committee on the basis of documents submitted by the Bidders with the Technical Bid. The Financial Bids will only be considered of those Bidders who qualify the eligibility criteria and other terms and conditions lay in the tender.
4. Technical evaluation committee of THE GUJARAT CANCER & RESEARCH INSTITUTE, AHMEDABAD may also ask for clarifications and explanations. The report of the scrutiny committee shall be final and binding upon the vendor. The vendor should also note the terms & conditions particularly those relating to the, E.M.D., Payment terms, Penalty, Contract terms in which no relaxation will be given.
5. No modification should be done by the bidder in the name of item, and in the specifications / grade / quality standards given in the enquiry document. In Part-I (Technical Bid) all information asked / required including specifications/Brand/manufacturer etc. available in offered items should be mentioned clearly. Additional specifications / features if any available in the offered models shall be provided in the column of Technical compliances. In Part-II, the rates, with break up shown in the online formats provided with the tender documents to be quoted. Rates are to be quoted strictly in prescribed format of Commercial Bid Part-II. Nothing else should be written or filled in either Part I/II.
6. The details shown against each specification along with name of manufacturers, Brand /Model/Grade only in the format provided in technical bid. Please note that bidder should not write 'As per Literature enclosed'. In such a case, offer shall not be considered. The Bidder should have to arrange for the consumable required for the demonstration/Installation at their expense failing which tender shall liable to be ignored.
7. (i)The Tender should be submitted only by manufactures.
   (ii) (a) If manufacture is not participating directly as bidder in the tendering process then the authorized representative or dealer shall be allowed to quote the tender. But such authorized representative or dealer should be a regular supplier of quoted product of that manufacturer's authorized bidder can preceding the date of Technical Bid. AND also the authority letter should be submitted by manufacture or its subsidiary company duly filled in prescribed format (As per Annexure E2) with tender documents otherwise tender will be ignored.
   (b)In case when the authority letter is submitted by subsidiary company of their foreign manufacturer, the subsidiary company will have to submit affidavit that they are not participating in the tendering process with other institute directly.
   In Such subsidiary company will have to produce documents that they are 100% subsidiary company of their foreign manufacture whose items is quoted.
   (iii)The manufactures quoting items should have experience of manufacturing and selling of quoted products for three years preceding the date of opening of technical bid. For this purpose, they have to submit Chartered Accountant's certificate in original showing year wise production and sales for quoted product for last three years.
8. In no case the certificate should be dated earlier than one year {unless otherwise specified} and should be in force and valid on the last date of the submission of the tender / signing of the agreement {as the case may be}. In case, the certificates / licenses / permission are outdated or the validity period is over, the proof of

applying for renewal should also be attached. Such certificates will be considered if the renewal has been applied for within the time limit prescribed for the renewal of that permission / license / certificate under the relevant rules and further if such application for renewal is not specifically rejected by the competent authorities. In case any certificate is still awaited from the competent authority, the proof of making the application should also be attached which will be considered if the application is not specifically rejected by the competent authorities.

9. The bidder must satisfy that they are in possession of the requisite permissions / licenses / permits required for the supply of the items for which the offer is made. Failure to execute the purchase orders after acceptance of tender for want of permission / license or due to non-supply of certificates / documents will be viewed seriously and will invite forfeiture of E.M.D. / disqualification for appropriate period without any further reference.
10. The tenders will be opened online on the date, time specified in tender notice.
    (a)In the first instance, only "technical bid" will be opened online on the date of opening the tender and taken into consideration for finalization. Subsequently, the "commercial bid" will be opened online only of those bidders whose quotations satisfy the technical requirement of the institute and are otherwise acceptable.
    (b)Back out from tender at any interim level during tender processing: -
    Once the tenders are submitted it will be the responsibility of the bidder not to escape halfway directly or indirectly by way of raising any problems.
11. The technical scrutiny of the items will be carried out by a committee of experts nominated by the Director; The Gujarat Cancer & Research Institute, Ahmedabad which may also include Demonstration/Inspection and the report of the scrutiny committee shall be final and binding upon the bidder. In case there is a discrepancy in the claim made by the bidder and the specifications shown in the product literature / catalogue will be placed on the specifications shown in the product literature / circuit diagram photograph, ignoring the claim of the bidder. Any change or alteration in the product literature /photograph must be authenticated by the manufacturer and an affidavit from the manufacturer for supplying the item as altered or changed should also be submitted failing which such changes / alterations will be ignored.
12. The Bidder should confirm that the specifications of item offered are strictly in accordance with the specifications shown in the Schedule. The bidder must also mention the name of manufacturer in case of direct importers in Commercial.
13. Marketing Data & Proof of Manufacturing Experience: -

a) All the manufacturers for quoted items must have minimum preceding three years' experience for manufacture (after issuance of permission by concerned licensing authority) & marketing of the quoted products on the date of opening of technical bid.
b) However, for manufacturer having preceding one-year manufacturing & marketing experience under valid license to use ISI mark for the quoted product on the date of opening of technical bid will also be considered.
c) If the tender is scheduled to open on 01-01-2019, the three years manufacturing experience is considered only if the first batch of quoted item is manufactured on 01-01-2016 or earlier to that date and should have continuous production till the date of opening of technical bid. The date of manufacture of first batch & its quantity must be clearly shown in the second column of affidavit which must be strictly in accordance with the Performa shown in Format-5.
d) In case where tender is to be submitted by authorized representative/dealer for imported drugs/surgical should be a regular supplier of a quoted product of that manufacturer for that item duly supported by affidavit from importer. The report should be submitted as per Format-5.
e) Discontinuance of production of quoted item after a single batch or no production thereafter will be considered as insufficient experience & the product will be disqualified. The manufacturer must therefore submit manufacturing data separately & year wise for at least preceding three years/two years/ one year (whichever is applicable) with distinct quantity & value.
f) Director reserves the right to disqualify any offer if the total manufactured quantity shown in the affidavit is apparently insufficient in relation to the approximate purchases of last R.C.
g) The year wise quantity manufactured / imported and marketed & its sales value must also be shown strictly as per the format in affidavit. (Format-5). Details Data in Letter head of Company is not acceptable. It must be given in affidavit duly done by a public Notary.
h) In case where item is required with ISI Mark, manufacturing and selling experience of product having ISI mark will only be considered. But, in such a case, certified copies of license to use ISI mark for last one year as well as latest and valid license are to be submitted with tender. The latest license should be valid during the period of rate contract.

i) C.A. Certificate (in original/Notarized) showing year wise production/import & sales for last three years for the item quoted.

14. For all items which covered under the definition of Drugs & for all procedures of tender & finalizing the tender, the provision of Drugs &Cosmetics Act, 1940 & Rules there under shall be applicable & considered final.
15. The Director may seek any clarification / explanation / documentary evidence related to offer at any stage from bidders if required. However, any clarification / explanation or documentary evidence leads to implication on quoted price shall be considered only for placing the order but not for price evaluation.
16. Director, The Gujarat Cancer & Research Institute, Ahmedabad to consider or reject any or all tenders or close the tender enquiry without assigning any reason at any time at any stage.
17. Director, The Gujarat Cancer & Research Institute, Ahmedabad does not pledge himself to accept the lowest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if Director is satisfied about the production, sale, quoted price, technical details, and utility of products and past performances of bidder.
18. Successful bidders have to enter into an Agreement for the period of one years.
19. Amendment of Bidding Documents:
    - At any time prior to the deadline for submission of bids, GCRI may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
    - All prospective bidders who have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
    - In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GCRI, at its discretion, may extend the deadline for the submission of bids.

B. Part - II (Commercial Bid)

1. The commercial bid submission should be done online on the website only https://www.nprocure.com
2. The bids should be submitted on or before the time stipulated in tender notice at the website https://www.nprocure.com
3. For any Items quoted as "0.00" (Zero) will be considered as zero value offer and E.M.D. will be fortified on non-acceptance / non supply of such Items.
4. In no case, rates should be quoted in anywhere except online in part-ii i.e. commercial bid.
5. Bid Currency: Prices shall be quoted in Indian Rupees only.
6. In no case, rates should be quoted anywhere except in commercial bid. The tender will be summarily rejected without any further processing or reference if the rates are quoted or written at any place except at the relevant place in commercial bid.
7. The Bidder has to quote rate exclusive of GST.GST has to be mentioned separately with applicable HSN code. GST paid at actual at the time of raising invoice/availing service. For L1 consideration only basic rate will consider. Basic price will include all charges namely packing, Freight, Collie, hire incidental or any other name excluding GST.
8. The Tenderer should confirm that the detailed specifications i.e. standard, composition, packing, WHOGMP of the items offered are strictly in accordance with the specifications shown in the Schedule (Schedule of tender). The Tenderer must also mention the name of manufacturer in case of direct importers in Technical & Commercial. The Tenderer should also note the terms & conditions particularly those relating to the delivery period, E.M.D., Marketing Data, Payment terms, Penalty, Rate Contract, replacement and Risk purchase in which no relaxation will be given.
   For Life Saving Drugs, the manufacturer should have valid WHOGMP certificate or valid Certificate of Pharmaceutical Product (COPP) for individual product. The validity of WHOGMP (COPP) certificate will be considered as two years from the date of issue, effect for foreign product where the tenders most affirm the date of validity.
   Manufacturers not having valid WHOGMP certificate are not entitled to submit tender.
9. The rates quoted should be F.O.R. destination at any floor of GCRI, basis irrespective of value of order and inclusive of all charges such as packing, delivery, insurance, inspection, etc. Tenderer will also have to guarantee for regular and timely supply of all the items.
10. No conditional offer / quotation will be accepted. No variation in the terms and conditions of the tender will be accepted.

11. The quoted rates should be valid for one year from the date of opening of commercial bid to until finalization of tender. Rates once quoted will be final and will not be allowed to be increased during the validity period of contract under any circumstances and for any reason whatsoever.
12. Discount offered after price bid opening shall also be not considered for evaluation. However, in a case bidder happens to be selected bidder (without considering discount) such discount shall be considered while placing the order.
13. Please quote for the required specifications and consumables. Do not quote alternatives.
14. The Contract will be awarded to L1 bidder.
15. Price, EMD and bid terms and condition validity will be of 180 days from the Technical Bid opening date of the tender.
16. Failure to pay security deposit and to execute the agreement in the time specified will invite disqualification of the vendor for future offers apart from forfeiture of E.M.D. and being liable for penalty as deemed fit by Director in relation to the tender under process.
17. The successful vendor will be required to enter into agreement for due performance of the contract. The agreement form sent by this office should be stamped with the adhesive stamp / Govt. Stamp paper for the requisite amount and signed before any executive / officer of this office or notary public.
18. If the tender is accepted but the contractor fails to execute the contract, then the amount of E.M.D. will be forfeited.
19. The security deposits submitted in connection with the earlier contract and which are locked with that contract and which have not been released till date will not be considered and fresh security deposit separately for each Tender, must be submitted in such cases. The security deposit shall be refunded only after satisfactory execution of the contract and recovery of dues, if any.
20. The Director, GCRI reserves the right to terminate the contract at any stage without assigning any reason.
21. The Director, GCRI may extend the rate contract, subject to the same terms and conditions. If found necessary to do so for a period not exceeding six months to which the contractor will have to abide. However, the extension for a period more than six months can be granted on mutual agreement by both parties.
22. In the matter of any dispute whatsoever decision of Director, The Gujarat Cancer & Research Institute and Ahmedabad will be final and binding to supplier. The legal jurisdiction for any dispute will be Ahmedabad only.
23. The above terms & conditions of tender are to be accepted by the bidder. The vendors who will not fulfill the above mentioned terms & conditions their tenders will be rejected.

7. ACCEPTANCE OF BID

1. The acceptance of the Bids will be communicated to the successful Bidders in writing (e-mail/Letter) by the Bid inviting authority.
2. Immediately after receipt of acceptance letter, the successful Bidder will be required to submit Security Deposit and agreement should be within 10days.

8. SECURITY DEPOSIT

1. Successful tenderers have to pay security deposit as specified by the GCRI in the agreement letter in the form of Demand Draft in the name of Gujarat Cancer & Research Institute, Ahmedabad.
2. Failure to pay security deposit and to execute the agreement within stipulated period shall invite disqualification of the tenderer for future quotations apart from forfeiture of E.M.D. and being liable for penalty as deemed fit by the Director in relation to the tender under process. Security deposit is payable by all the parties except by the undertakings and corporations of the Government of Gujarat which exempted by Govt.
3. The security deposits submitted in connection with the earlier contract and which are locked with those contracts and which have not been released till date will not be considered and fresh security deposit separately for each item must be submitted in such cases.
4. The security deposit shall be refunded only after satisfactory execution of the contract and recovery of dues, if any.

9. REJECTION OF TENDER

The tender is liable for rejection due to any of the reasons mentioned below:

1. Non-Submission of tender within stipulated time online.
2. Tender documents are unsigned OR not initialed on each page or with unauthenticated corrections.
3. Submission of tender documents in unsealed envelops.
4. Tender documents not submitted in separate envelopes as per conditions and the envelopes are not super scribed with details of the tender enquiry and part enclosed.
5. Non-payment of Earnest Money Deposit (if not exempted)
6. Non-submissions of required documents as required.
7. Conditional and / or vague offers
8. Unsatisfactory past performance of the bidder.
9. Rates have been shown elsewhere than Commercial Bid Part (Part-II)
10. Items with major changes / deviations in the specifications / standard / are offered in Part-I.
11. Stamp paper is not as per statutory provisions.
12. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
13. Tenders not filled up properly.
14. Non-submission of notarized authority letter in prescribed format for imported items.
15. Non submission of Micro/small enterprise Registration certificate and valid CSPO/N.S.I.C./D.G.S. & D/K.V.I.C. (if applicable).
16. Self-Attested or Notarized certificate from the bidder regarding MSME status on due date of tender.
17. Non-submission of EC/WHOGMP/COPP Certificate for imported items.
18. Non-submission of C.A. Certificate in case of Indian manufacturer.
19. Non-submission of required regulatory certificates for imported consumable items.
20. Tenderer must not be debarred or blacklisted or deregistered for the quoted item by any Government Department / Central Government / Organization / Undertaking in India at the time of opening of the tender. If any Tenderer is debarred or blacklisted or deregistered during tender validity or during the validity of rate contract, by any State/Central Government/Undertaking/Organization, it is his (Tenderer) responsibility to inform such thing to The Director, Gujarat Cancer & Research Institute (GCRI), Ahmedabad. Failing to which will invite forfeiture of E.M.D or S.D. or Risk purchase or disqualification for appropriate period at discretion of The Director, GCRI without any further reference.

10. CONTRACT/AGREEMENT TERMS:

1. In the event of the tender being accepted the contract must be signed by authorized signatory of the firm. The authorized signatory will provide a suitable letter of authority from the firm authorizing him to enter into a contract on behalf of the firm.
2. The firm shall be bound to supply on the rates quoted in the tender throughout the contract period.
3. All supply orders issued by the indenting offices issued on or before the last date of the contract of the RC will have to be accepted by the RC holder and the delivery for all such orders will have to be effected as per the schedule specified in the order, even though the date of actual supply may fall beyond the last date of the RC.
4. The contract entrusted to the successful vendors will be subject to “Force Majeure” clause as per section 56 of the Indian Contract Act.
5. It shall be incumbent on the successful vendor to pay stamp duty on the contract.
6. The vendor will state only one name and address of the authorized agent/stockiest/ distributor for a product through whom the products shall be available.
7. If the tender is accepted, the vendor will have to deposit an amount equivalent to 5% of the expected value of the quantity mentioned in the tender as Security Deposit which will not bear any interest. The Security Deposit is to be paid by a demand draft or in the form of bank guarantee from a Scheduled bank situated in Ahmedabad, within 15 days from the date of intimation of acceptance of the Tender for a period of 12 months.
8. The Rate Contract can also be terminated by The Director, GCRI in the following circumstances:
   (a) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.
   (b) If the quality of the item to be supplied is found not up to the standard and multiple samples are found to be not of standard quality.

(c) If supply position of the firm is not satisfactory.

11. SUPPLIES:

1. The rates quoted should be F.O.R. destination at any floor of GCRI, basis irrespective of value of order and inclusive of all charges such as packing, delivery, insurance, inspection, etc. Tenderer will also have to guarantee for regular and timely supply of all the items.
2. The approved bidder should have to supply the items in the Original Company's packing which shall indicate packing details and other particulars as required under the statutory provisions.
3. In the event of the breakages or loss of stores against requisition order the said quantity will have to be replaced by the supplier. The purchaser will not pay for transport cost and the supplier will be responsible for the supply as soon as possible, but not later than 15 days from the date of arrival of stores at destinations.
4. Supply of Drugs/Medicines and Surgical Items:
    1) Supplies must be made within stipulated time.
    2) In case of failure of supplies within stipulated time, institute may purchase it from L2/L3 or any other source and difference /additional amount incurred for the same with additional 15% as administrative cost as risk purchase cost of order value (with applicable taxes) will be recovered from deposit, any other credits/Legal way from bidder/manufacturing company including any other dues from bidder/manufacturing company. The Risk Purchase will be done at any time after the delivery period is over.
    3) GCRI would also place direct supply order to other organizations/ CPSEs as per govt. norms in case: -
        a) RC holder supplier fails to supply the required / ordered quantity or
        b) In case of Emergency or Epidemics.
        c) In aforesaid circumstances quotations will be invited from all the CPSEs and placed before concerned procurement committee for decision. Under such circumstances difference will be recovered from the concerned RC holder who failed to supply.
    4) The amount(s) debited to the vendor's account shall be recovered from the EMD/Security Deposit/ pending bills/ future bills of the vendor. This is without prejudice to any other legal remedies that the hospital may resort to against the supplier for recovery of dues. If an amount at EMD/Security Deposit/ pending bills is not sufficient to meet an amount of recovery of dues shall be recovered under provisions of relevant act.
    5) In case of failure to supply the goods within the stipulated delivery period the hospital also reserves the right to enforce forfeiture of the entire security deposit. This is without prejudice to any other legal remedies that the hospital may resort to against the supplier.
    6) Bills must be submitted directly to the Pharmacy Department within 15 days of the date on which supplies are made to the hospital. Payment against the bills will be made within 60 days if all the goods have been delivered in full quantity against the Purchase Orders and the quality and quantity has been found to be acceptable. The hospital shall not be responsible for any delays in payment if the bills are not submitted within 15 days of the date of supply.
    7) Delayed payments shall not be considered for the excuse for late supply or non-supply.
    8) Vendor must supply the material in the original company's packing. A packing slip shall indicate clearly and legibly the name of the product, batch number, quantity, date of Mfg., date of expiry, MRP and consignee's name & address.
    9) In the event of the breakages or loss of items during transit against requisition order the said quantity will have to be replaced by the bidder. Materials found to be damaged, if declared as substandard by drug authority or not approved by purchase committee members, the supplier have to make free replacement by other batch; otherwise the E.M.D./Security deposit will be forfeited.
    10) Items with quality assurance certificate will be preferred.
    11) No interest will be paid on earnest money deposit or security deposit.
    12) During the validity period of Contract as mentioned, no price rise will be given on accepted rates except statutory rise approved by Government.
    13) The payment shall be made after verifying institute dues.
    14) No advance payment will be given. Documents through bank will not be accepted.
    15) The lowest price is not the only factor to select the product quoted for contract. Quality product selected by the user / Director also will be considered for selection of the product.
    16) The Director, The Gujarat Cancer & Research Institute, Ahmedabad reserves all rights to accept or reject any tender without assigning any reason.

17) The offer will be accepted only if the Director of the Institute is satisfied about the product quality, and past performance of the vendor.
18) Acceptance of goods after delivery period will be at discretion of Director, GCRI.
19) The downward revision of the price in the market must be communicated immediately to the institute. In the same way any rise in the price due to government Levies will be approved after appropriate documentation.
20) The vendor must clearly understand that the contract with the GCRI is liable to be terminated in the following circumstances without giving any notice:
    a) Failure to abide by the rules, various terms of the rate contract.
    b) Termination of agency agreement between the vendor and his principals.
    c) Information obtained from other sources regarding prosecution under any of the tax laws or the FDA Act.
    d) Supplies of goods to The Gujarat Cancer & Research Institute at a price higher than that to any other Central or State Government Agency, Semi Government Organizations, Municipal Corporation, Local Bodies etc.
21) (a) The drug/Item supplied should not have lapsed the 1/4t h of shelf life at the time of delivery. In case of vaccines or other items The Director, GCRI reserves right to accept the goods after getting the confirmation from the firm to take back the unutilized quantity.
    (b) For the drug wherever required proper cold chain should be maintained with a packing in Thermocol box and coolant inside so as to retain its potency during transit till delivery F.O.R. Without proper and adequate cold chain maintained drug will not be accepted.
22) (a) Sample of the material shall be collected by the drug officer as empowered by The Director and in the manner approved by The Director. It will be sent for testing to an approved laboratory. The decision of the competent drug control authority will be conclusive and final and binding to the RC holder. In supplies 1% of the supply value shall be deducted towards handling & testing charges from the invoice.
    (b) If any items are found apparently spoilt / decayed till the expiry date, the contractor shall be liable to replace the unutilized quantity even if the sample is not tested.
23) Quantity required shown in bid is approximate tentative requirement of the item. It may increase or decrease. The rates should not vary with the quantum of requirement. The Tenderer must supply the quantity as per orders placed time to time and as per requirement during the period of Rate Contract.
24) If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire. Storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the MD, GCRI at his discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, Labor disputes.
25) Packing:
    a) The labels in the case of injectable should clearly indicate whether the preparations are meant for IV, IM, SC, etc.
    b) The medicines store between 2 to 8 degree (cold and cool storage) Centigrade shall have to supply in appropriate storage/ transport condition using cold chain supply.
    c) Packing should be able to prevent damages or deterioration during transit.
    d) No box should contain mixed products or mixed batches of the same product.

5. Bidder should provide original information brochure.

12. DELIVERY PERIOD:

1. Unless specified in the tender or instructed by The Director, the maximum delivery period shall be 30 Days for all the items. The maximum delivery period will be counted from the outward date of the order. Delivery of the goods will not be accepted after 90-Days from PO dispatch date (outward Date).
2. Penalty: Unless the penalty is waived by The Director, the A.T./R.C. Holder shall have to pay the penalty at the rate of ½ % (Half percent) of value of stores per week. On event of failure to supply within delivery period the supplies shall be allowed with maximum up to 10% of Penalty for **total amount of Purchase order.**
3. The Risk Purchase will be done at any time after the delivery period is over.

13. PAYMENT TERMS:

1. Payment will be made within 45 days; mode of payment is electronic fund transfer(NEFT/RTGS). No interest will be chargeable by the bidder, if the payment is delayed.
2. The payment of the bill shall be made after deducting dues, if any.
3. The payment of the bills shall be withheld in the following circumstances:
    a) Breach of condition of any of tender/ order by the bidder.
    b) Previous dues of bidder.
    c) The goods are found sub-standard or in non-acceptable conditions:
4. The bills / invoices are required to be submitted specifying the following details in appropriate places of the invoices:
    d) No. and date of bills or invoice
    e) No. and date of drug license
    f) Auto PO No. and date of Auto PO order
    g) Name of the item with HSN Code (In Generic Name only)
    h) Name of manufacture
    i) Quantity
    j) Other details like batch #, packing unit etc.
    k) Total cost; specifying GST % and TCS @ actual invoice.
    l) GSTIN Number and PAN Number of seller
    m) No. & date of challan (If supply made by challan)
    n) Bill should be raised in favor of:
    The Director
    The Gujarat Cancer & Research Institute
    New Civil Hospital Campus, Asarwa
    Ahmedabad 380016
    GSTIN No.: 24AAATG1008L1DB, Registered State Code: 24
    PAN No.: AAATG1008L
5. No interest will be paid on earnest money deposit.
6. The offer will be accepted only if the Director of the Institute is satisfied about the product quality and past performance of the bidder.

14. STANDARD BREACH CLAUSE:

1. The Director, The Gujarat Cancer & Research Institute, Ahmedabad reserves all rights to accept or reject any tender without assigning any reason in addition to his powers under other clauses.
2. The Director, GCRI, Ahmedabad does not pledge himself to accept the lowest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if Director, GCRI is fully satisfied about the production, sale, quoted price, technical details, utility of products and past performance of bidder.
3. In the matter of any dispute whatsoever decision of Director, The Gujarat Cancer & Research Institute and Ahmedabad will be final and binding to bidder. The legal jurisdiction for any dispute will be Ahmedabad only.

15. FORCE D'MAJEURE:

The Bidder shall not be liable for forfeiture of its EMD, liquidated damage or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the AGREEMENT is the result of an event of Force D'Majeure. For the purpose of this clause "Force D'Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events shall mean and limited to, war or revolution, riot, earthquake, fires, floods, epidemic, quarantine restrictions, freight embargo and terrorist attack, strike or lock-out (only those exceeding 10 continuous days). If a "Force d' Majeure" situation arises, the Bidder shall promptly notify Institute in writing of such condition and the clause thereof. Bidder shall notify GCRI by registered letter duly certified by Local Chamber of Commerce of Statuary Authorities, the beginning and end of the

above causes of delay within 7(seven) days for occurrence and cessations of such conditions, in the event of delay lasting over one month, if arising of causes of Force d' majeure, GCRI reserves the right to cancel the order and the provisions/articles governing termination of order shall apply. Unless otherwise directed by the GCRI in writing the Bidder shall continue to perform their obligations under the AGREEMENT as far as reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by "Force d' Majeure" clause. For delays arising out of Force d' majeure, the Bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force d' majeure and neither GCRI nor the seller shall be liable to pay extra costs provided it is mutually established that Fore d' majeure conditions did actually exist.

The above terms & conditions of tender are to be accepted by the bidder / firm.
The bidders who will not fulfil the above mentioned terms & conditions their tenders will be rejected.

ACCEPTANCE OF THE TERMS & CONDITIONS MENTIONED IN TENDER DOCUMENT
All the clauses of tender document and terms and conditions enumerated in this form have been read by me/ us and are acceptable to me/us.

PLACE: SIGNATURE OF BIDDER

DATE: NAME OF SINGNATURY:
STAMP / SEAL

Bidder's Full Details:

NAME OF VENDOR:	
CONTACT PERSON:	
MOBILE NO.:	
TEL:	
FAX:	
E-MAIL:	
WEB:	
ADDRESS:	
CITY:	
PINCODE:	
PAN NO.:	
GST NO.:	
TIN NO.:	

ANNEXURE - A1: ANTICANCER DRUGS

CHECKLIST FOR TENDER SUPPORTING DOCUMENTS TO T.E. #: _____

Sr. No.	Document / Certificate	As per	Attached	Page No.	Remarks
1	Details of Tenderer	Format : 1	Yes / No		
2	Product Permission	FDCA	Yes / No		
3	Valid Drug License & Renewal of Drug License (Manufacturing)	FDCA	Yes / No		
4	Import License if applicable	FDCA	Yes / No / Not Applicable		
5	Annual Turn Over Certificate (2017-18, 2018-19, and 2019-20 CA Certificate)	Format : 2	Yes / No		
6	WHO GMP Certificate	State FDCA	Yes / No		
7	Higher-Lower Price Certificate	Annexure-D	Yes / No		
8	Xerox copy of PAN NO.		Yes / No		
9	"No Conviction" certificate	Format : 3	Yes / No		
10	Performance Certificate	Format : 4	Yes / No		
11	GST Registration Certificate		Yes / No		
12	Track Record/Marketing Data.	Format : 5	Yes / No		
13	Authorization Letter for authorized distributor (in case of imported items)	Annexure-E1	Yes / No / Not Applicable		
14	Authority letter of manufacturer if quotation is submitted by Distributor / Sole selling agent.	Annexure-E2	Yes / No / Not Applicable		
15	Affidavit of Declaration about debarment of manufacturer for the item quoted	Annexure - G	Yes / No		
16	Undertaking	Annexure-B	Yes / No		
17	Affidavit of Format of Certificate	Annexure-F	Yes / No		
18	Bidding Schedules -Tender Fee & E.M.D	Format : 6	Yes / No		
19	Physical Copy of Tender Terms & Conditions duly Signed & Stamped		Yes / No		
20	Name of the Institutions, Hospitals or Organizations to whom products supplied		Yes / No		

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. It is further verified that the certificates are as per the format given by GCRI/Concerned authority and it is clearly and distinctly understood by me / us that the tender is liable to be rejected if on scrutiny of these certificates it is found to be not as per the prescribed format of GCRI.

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

{SIGNATURE & STAMP OF THE TENDERER)

ANNEXURE – A2: TABLETS & CAPSULES

CHECKLIST FOR TENDER SUPPORTING DOCUMENTS TO T.E. #: _____

Sr. No.	Document / Certificate	As per	Attached	Page No.	Remarks
1	Details of Tenderer	Format : 1	Yes / No		
2	Product Permission	FDCA	Yes / No		
3	Valid Drug License & Renewal of Drug License (Manufacturing)	FDCA	Yes / No		
4	Import License if applicable		Yes / No / Not Applicable		
5	Narcotic License.	E & P	Yes / No / Not Applicable		
6	Annual Turn Over Certificate (2017-18, 2018-19, and 2019-20 CA Certificate)	Format : 2	Yes / No		
7	WHO GMP Certificate	State FDCA	Yes / No		
8	Higher-Lower Price Certificate	Annexure-D	Yes / No		
9	Xerox copy of PAN No.		Yes / No		
10	"No Conviction" certificate	Format : 3	Yes / No		
11	Performance Certificate	Format : 4	Yes / No		
12	GST Registration certificate		Yes / No		
13	Track Record/Marketing Data.	Format : 5	Yes / No		
14	Affidavit of Format of Certificate	Annexure-F	Yes / No		
15	Authorization Letter for authorized distributor (in case of imported items)	Format : 7	Yes / No / Not Applicable		
16	Authority letter of manufacturer if quotation is submitted by Distributor / Sole selling agent.	Format : 8	Yes / No / Not Applicable		
17	Bidding Schedules -Tender Fee & E.M.D	Format : 10	Yes / No		
18	Undertaking	Format : 9	Yes / No		
19	Affidavit of Declaration about debarment of manufacturer for the item quoted	Annexure - G	Yes / No		
20	Physical Copy of Tender Terms & Conditions duly Signed & Stamped				
21	Name of the Institutions, Hospitals or Organizations to whom products supplied				

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. It is further verified that the certificates are as per the format given by GCRI/Concerned authority and it is clearly and distinctly understood by me / us that the tender is liable to be rejected if on scrutiny of these certificates it is found to be not as per the prescribed format of GCRI.

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

{SIGNATURE & STAMP OF THE TENDERER)

ANNEXURE - A3: INJECTABLE DRUGS

CHECKLIST FOR TENDER SUPPORTING DOCUMENTS TO T.E. #: _____

Sr. No.	Document / Certificate	As per	Attached	Page No.	Remarks
1	Details of Tenderer	Format : 1	Yes / No		
2	Product Permission	FDCA	Yes / No		
3	Valid Drug License & Renewal of Drug License (Manufacturing)	FDCA	Yes / No		
4	Import License if applicable		Yes / No / Not Applicable		
5	Narcotic License.	E & P	Yes / No / Not Applicable		
6	Annual Turn Over Certificate (2017-18, 2018-19, and 2019-20 CA Certificate)	Format : 2	Yes / No		
7	WHO GMP Certificate	State FDCA	Yes / No		
8	Higher-Lower Price Certificate	Annexure-D	Yes / No		
9	Xerox copy of PAN NO.		Yes / No		
10	"No Conviction" certificate	Format : 3	Yes / No		
11	Performance Certificate	Format : 4	Yes / No		
12	GST Registration certificate		Yes / No		
13	Track Record/Marketing Data.	Format : 5	Yes / No		
14	Affidavit of Format of Certificate	Annexure-F	Yes / No		
15	Authorization Letter for authorized distributor (in case of imported items)	Format : 7	Yes / No / Not Applicable		
16	Authority letter of manufacturer if quotation is submitted by Distributor / Sole selling agent.	Format : 8	Yes / No / Not Applicable		
17	Bidding Schedules -Tender Fee & E.M.D	Format : 10	Yes / No		
18	Undertaking	Format : 9	Yes / No		
19	Affidavit of Declaration about debarment of manufacturer for the item quoted	Annexure - G	Yes / No		
20	Physical Copy of Tender Terms & Conditions duly Signed & Stamped				
21	Name of the Institutions, Hospitals or Organizations to whom products supplied				

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. It is further verified that the certificates are as per the format given by GCRI/Concerned authority and it is clearly and distinctly understood by me / us that the tender is liable to be rejected if on scrutiny of these certificates it is found to be not as per the prescribed format of GCRI.

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

{SIGNATURE & STAMP OF THE TENDERER)

ANNEXURE - A4: PARENTERAL FLUIDS & BLOOD BAG ITEMS

CHECKLIST FOR TENDER SUPPORTING DOCUMENTS TO T.E. #: _____

Sr. No.	Document / Certificate	As per	Attached	Page No.	Remarks
1	Details of Tenderer	Format : 1	Yes / No		
2	Product Permission	FDCA	Yes / No		
3	Valid Drug License & Renewal of Drug License (Manufacturing)	FDCA	Yes / No		
4	Import License if applicable		Yes / No / Not Applicable		
5	Annual Turn Over Certificate (2017-18, 2018-19, and 2019-20 CA Certificate)	Format : 2	Yes / No		
6	WHO GMP Certificate	State FDCA	Yes / No		
7	ISO Certificate		Yes / No / Not Applicable		
8	Higher-Lower Price Certificate	Annexure-D	Yes / No		
9	Xerox copy of PAN No.		Yes / No		
10	"No Conviction" certificate	Format : 3	Yes / No		
11	Performance Certificate	Format : 4	Yes / No		
12	GST Registration Certificate		Yes / No		
13	Track Record/Marketing Data.	Format : 5	Yes / No		
14	Affidavit of Format of Certificate	Annexure-F	Yes / No		
15	Authorization Letter for authorized distributor (in case of imported items)	Format : 7	Yes / No / Not Applicable		
16	Authority letter of manufacturer if quotation is submitted by Distributor / Sole selling agent.	Format : 8	Yes / No / Not Applicable		
17	Bidding Schedules -Tender Fee & E.M.D	Format : 10	Yes / No		
18	Undertaking	Format : 9	Yes / No		
19	Affidavit of Declaration about debarment of manufacturer for the item quoted	Annexure - G	Yes / No		
20	Physical Copy of Tender Terms & Conditions duly Signed & Stamped				
20	Name of the Institutions, Hospitals or Organizations to whom products supplied				

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. It is further verified that the certificates are as per the format given by GCRI/Concerned authority and it is clearly and distinctly understood by me / us that the tender is liable to be rejected if on scrutiny of these certificates it is found to be not as per the prescribed format of GCRI.

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

{SIGNATURE & STAMP OF THE TENDERER)

ANNEXURE – A5: SURGICAL

CHECKLIST FOR TENDER SUPPORTING DOCUMENTS TO T.E. #: _____

Sr. No.	Document / Certificate	As per	Attached	Page No.	Remarks
1	Details of Tenderer	Format : 1	Yes / No		
2	Product Permission	FDCA	Yes / No		
3	Valid Drug License & Renewal of Drug License (Manufacturing)	FDCA	Yes / No		
4	Import License if applicable		Yes / No / Not Applicable		
5	Annual Turn Over Certificate (2017-18, 2018-19, and 2019-20 CA Certificate)	Format : 2	Yes / No		
6	GMP Certificate	State FDCA	Yes / No / Not Applicable		
7	I.S.O./CE Certificate & Declaration		Yes / No / Not Applicable		
8	*I.S.I. Certificate*		*Yes / No / Not Applicable*		
*9**	*Micro /Small enterprise Registration certificate in new acknowledgement. (as per the Gazette of India Act – 2006)*		*Yes / No / Not Applicable*		
*10**	*CSPO / NSIC / DGS & D / KVIC registration certificate*		*Yes / No / Not Applicable*		
*11**	*Constitution of the firm (memorandum, articles of association, partnership deed etc.)*		*Yes / No*		
12	Higher-Lower Price Certificate	Annexure-D	Yes / No		
13	Xerox copy of PAN NO.		Yes / No		
14	"No Conviction" certificate	Format : 3	Yes / No		
15	Performance Certificate	Format : 4	Yes / No		
16	GST Registration certificate		Yes / No		
17	Track Record/Marketing Data.	Format : 5	Yes / No		
18	Affidavit of Format of Certificate	Annexure-F	Yes / No		
19	Authorization Letter for authorized distributor (in case of imported items)	Format : 7	Yes / No / Not Applicable		
20	Authority letter of manufacturer if quotation is submitted by Distributor / Sole selling agent.	Format : 8	Yes / No / Not Applicable		
21	Bidding Schedules -Tender Fee & E.M.D	Format : 10	Yes / No		
22	Undertaking	Format : 9	Yes / No		
23	Affidavit of Declaration about debarment of manufacturer for the item quoted	Annexure - G	Yes / No		
24	Physical Copy of Tender Terms & Conditions duly Signed & Stamped				

25	Name of the Institutions, Hospitals or Organizations to whom products supplied				

Document No. - 9* to 11*: For SSI Items only.

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. It is further verified that the certificates are as per the format given by GCRI/Concerned authority and it is clearly and distinctly understood by me / us that the tender is liable to be rejected if on scrutiny of these certificates it is found to be not as per the prescribed format of GCRI.

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

{SIGNATURE & STAMP OF THE TENDERER)

ANNEXURE B

VERIFICATION, UNDERTAKING
(ON STAMP PATER OF RS. 300.00 & TO BE NOTARIZED)

From:
M/s: _____
_____
_____
_____

To:
Director,
The Gujarat Cancer & Research Institute, Ahmedabad-16
Tel: -079-22688011
Fax: -079-22685490

Sub: _____ **for** **on reagent rental Basis**

Ref: Tender Enquiry #_____

Sir,

I/We enclose the required tender documents duly signed as shown in Annexure "A1 to A5" (which ever is applicable) are enclosed herewith (in order in which they are mentioned). I/We have carefully read and understood the terms and the conditions stated in the tender documents and I/We shall abide by all these conditions. I/We further endorse that in particular, the terms and conditions of Delivery Period, Payment Terms, Place of Delivery, etc. are acceptable to me/us and no representation will be made by me/us afterwards for altering the same. I/We further undertake to supply the goods to you as per the terms of the tender.

I/We verify that the copies of the certificates / documents attached herewith are authentic true copies of the original certificates / documents for verification on demand. I/We undertake to supply the attested copies of certificates / documents required at the time of signing the letter of agreement if my/our offer is accepted.

I/We verify that I/We are in possession of the requisite licenses / permits required for the manufacture / supply / sale / distribution of the items and further verify that the said licenses / permits have not been revoked / cancelled by the

issuing authorities and are valid as on date.

I/We also verify that I/We have not been declared defaulter, blacklisted or debarred by any state or Central Government or Constitutional authority or financial institution or Judicial Court or any Government undertakings.
I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other users at your Organization or failure to comply with any contractual requirement laid down by you will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the Government / Purchase Committee, of your Organization

Thanking you,

Yours faithfully

Date: _____ **SIGNATURE & STAMP OF BIDDER**

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. It is further verified that the certificates are as per the format prescribed by the Director and it is clearly and distinctly understood by me / us that the tender is liable to be rejected if on scrutiny and of these certificates is found to be not as per the prescribed format of Director.
I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

Date:
Place: **SIGNATURE & STAMP OF BIDDER**

PLACE **(SIGNATURE AND SEAL OF THE NOTARY)**

ANNEXURE-C

List of Miscellaneous Items for SSI Units

Sr. No.	Name of the Item	Standard
1	Absorbent Cotton Wool.-500gm	IP
2	Absorbent Gauze with ISI Mark No. 758-1988-18 mtr.* 90 Cms Than	IS-758
3	Rolled Bandage with ISI Mark No. 863-1988 10*5 mtr.* 10 Cms Rolls	IS-863
4	Rolled Bandage with ISI Mark No. 863-1988-10*5 mtr.*15 Cms Rolls	IS-863
5	Rolled Bandage with ISI Mark No. 863-1988-10*5 mtr.* 5 Cms Rolls	IS-863

ANNEXURE D

HIGHER PRICE / LOWER PRICE CERTIFICATE

1. I/We_____hereby certify that the prices quoted by us in Tender Enquiry #_____are not higher than the prices charged by us to any Government / Semi Government / Public / Charitable Trust Organization / Institution/ Whole seller.

2. I/We further certify that I/We have not supplied or quoted for any item in Tender Enquiry # _____at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of 180 days preceding the last date of submission of the tender.

3. I/We hereby undertake that I/We will not supply or quote for any item in Tender Enquiry # _____at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of validity of the offer / rate contract.

4. I/We also undertake to bring to the attention of the Director any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of the Director with regards to the determination of quantum payable shall be final.

Date:

SIGNATURE & STAMP OF BIDDER

ANNEXURE E1

(FORMAT OF AUTHORIZATION LETER FOR AUTHORIZED DISTRIBUTOR)
IN ORIGINAL
(IN CASE OF IMPORTED ITEMS)

I / We hereby declare that. _____

1. M/s._____is our authorized distributor for our products /products of our foreign manufacture in Gujarat from date and they are authorized to quote and follow up on our behalf and the said agreement is valid in force as on date;

2 I/We undertake to supply the items for which the quotations are submitted by M/s. _____ on our behalf in respect of Tender Enquiry # _____.

3 I / We have read all the terms and conditions of the tender enquiry and the same are irrevocably binding upon us till the expiry of the contract signed & executed on our behalf;

4 I/We shall notify the Director immediately if there is any change in the agreement between M/s. _____and me/us regarding authorized distributorship of our products and further undertake to supply the items quoted by the distributor on my / our behalf at the quoted in the tender enquiry in case of such a change of agreement.

5 This authority is applicable only for Tender Enquiry #_____

Date:- **SIGNATURE & STAMP Of AUTHORISED SIGNATORY**

ANNEXURE E2

To be typed on Letterhead of the Manufacturer.

(AUTHORITY LETTER OF MANUFACTURER IF QUOTATION IS SUBMITTED BY AUTHORIZED DISTRIBUTOR/ SOLE SELLING AGENT)

I / We hereby declare that:

1) M/s. _____is our authorized distributors for our products in Gujarat and they are authorized to quote, supply and follow up on our behalf and the said agreement is valid and in force as on date: _____.
2) I /We undertake to supply the drugs / items for which the quotations are submitted by our authorized distributor/sole selling agent in respect of Tender Enquiry # _____.
3) I / We have read all the terms and conditions of the tender enquiry and the same are irrevocably binding upon us & our behalf.
4) I / We shall notify The Director, Gujarat Cancer & Research Institute, immediately if there is any change in the agreement between M/s._____ and me / us regarding authorized distributorship of our products and further undertake to supply the items quoted by distributor on my /our behalf at the rated quoted in the tender enquiry in case of such a change of agreement.
5) This authority is applicable only for Tender Enquiry #: _____.

Date: (Signature & Stamp of Authorized Signatory)

ANNEXURE-F

AFFIDAVIT OF FORMAT OF CERTIFICATE

(TO BE SUBMITTED PHYSICALLY)

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs.300/- duly attested by First Class Magistrate / Notary Public)

I/We _____ Age_____ years residing at _____ in capacity of

_____ M/s. _____ hereby solemnly affirm that

1) All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to be and I agree to abide by the same.
2) I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender.

   Sr. No. Name of the Document
   1
   2
   Onwards

3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
4) It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid/ wrong / incorrect / misleading / fabricated / expired or having any defect.
5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
6) I / We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.
7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution "Not fail in any supply of Quality Drugs and also not debarred/blacklisted during the tender period for the non-supply of quality drugs'' procedure through tender.
8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / Certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.
9) The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.
10) I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____ which is issued on the name of _____ [kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm, whichever is applicable].
11) I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequence thereof, in case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract, in this event. This office reserves the right to take legal action on me/us.
12) I / We have physically signed & stamped all the above documents along with copy of tender documents (page no _____ to _____
13) I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.

14) My / Our company has not filed any Writ Petition, Court matter and there is no court matter filed by Any State Government and its Board Corporation, is pending against our company.
15) I / We hereby commit that we have paid all outstanding amount of dues / taxes / cess / charges / fees with interest and penalty.
16) In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.
17) Whatever stated above is true and correct to the best of my knowledge and belief.

Date Stamp and Sign of the Tenderer

Place (Signature and Seal of the Notary)

ANNEXURE-G

- **{FORMAT OF AFFIDAVIT OF DECLARATION ABOUT DEBARMENT OF MANUFACTURER FOR THE ITEMS QUOTED}**
{ON STAMP PAPER OF RS. 300.00 & TO BE NOTARIZED}

I, _____age_____residing at_____
in capacity of_____M/s._____ hereby solemnly affirm that…

1. M/s._____is not debarred or blacklisted by Gujarat Cancer & Research Institute (GCRI) or any State/ Central Government / Undertaking / Organization for Failure in supply of Quality drugs & for the items quoted at present to the due date of T.E.Notice N._____.

2. I / We undertake responsibility to bring attention of The Director, Gujarat Cancer & Research Institute (GCRI), Ahmedabad, Gujarat State, if tenderer will be debarred / blacklisted by Gujarat Cancer & Research Institute (GCRI) or for Failure in supply of Quality drugs in future by any State/ Central Government / Undertaking / Organization.

3. I / We state that I / We am/are observing all the conditions of the drug licenses and provision of the drug & cosmetics ACT-1940 and rules there under meticulously. Further I / We undertake that I / We shall remain scrupulous in observing the various provisions of the drug & cosmetics ACT- 1940, Amendment there in and rules there under throughout the contract period.

DATE: **{SIGNATURE & STAMP OF THE AUTHORIZED SIGNATORY}**

{SIGNATURE & STAMP OF THE NOTARY}

FORMAT: 1

(To be typed on Letter head & submitted with Technical Bid)

DETAILS OF THE TENDERER & LOCAL CONTACT PERSON

Details of Tenderer	**Corporate Office (The address in which the Purchase Orders & Payment details will be communicated)**	**Local Contact Person / Branch / Office / Zonal Office / If any.**
Name & Full Address		
Telephone Nos., Landline		
Mobile		
Fax		
E-Mail		
Date of Inception		
Manufacturing License Nos. & Date		
Loan License Nos. & Date(If any)		
Name of the issuing authority		
Manufacturing License valid up to		
Import License Details (if any)		
GMP/WHO GMP valid up to		
Whether ISO/BIS Certified Organization		
GST No.		

Signature of the Tenderer with seal

Date:

Official Seal:

FORMAT: 2

ANNUAL TURN OVER CERTIFICATE

(On Letter Head of CA)

The Annual Turnover for pharmaceutical products of M/s._____ who is a manufacturer/importer of pharmaceutical products for the last three years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover in Lacs (Rs.) both in words and figures
1	2017-2018	
2	2018-2019	
3	2019-2020	

Date:
Place:

Signature of Chartered Accountant

(Name in Capital)
Registration No.
Seal
UDIN No. :

FORMAT: 3

(FORMAT OF NON-CONVICTION CERTIFICATES)

Name and Address of concern FDCA

NON-CONVICTION CERTIFICATE

On the basis of the record / Information available in this office, this is to certify that M/s._____have been granted drug manufacturing licenses in Form No. 25 bearing No._____ & Form No. 28 bearing No. _____under the provision of drugs & Cosmetics Act-1940 and rules there under and that the said manufacturer has not been convicted for violation of provision of drugs & Cosmetics Act-1940 & Rules there under during the preceding _____years.

It is further certified that the conditions of the drug licenses and all the provisions of the drug and cosmetics Act 1940 and rules there under being observed by M/s._____ meticulously.

Date:

SIGNATURE & STAMP OF THE AUTHORISED SIGNATORY (CONCERNED FDCA)

FORMAT: 4

(FORMAT OF PERFORMANCE CERTIFICATES)

Name and Address of concern FDCA

PERFORMANCE CERTIFICATE

On the basis of record / Information available in this office, this is to certify that up to time of writing of this certificate, the performance of M/s. _____holding drug manufacturing licenses No._____ is satisfactory.

It is further certified that the conditions of the drug licenses and all the provisions of the drug and cosmetics Act 1940 and rules there under being observed by M/s. _____ Meticulously.

Date:

SIGNATURE & STAMP OF THE AUTHORISED SIGNATORY (CONCERNED FDCA)

FORMAT: 5

(FORMAT OF AFFIDAVIT OF PROOF OF MANUFACTURING EXPERIECE & MARKETING DATA IN ORIGINAL)

(ON STAMP PAPER OF Rs. 300.00 & TO BE NOTARIZED)

I _____ age _____ Residing at _____ in capacity of _____ M/s._____ hereby solemnly affirm that …….

1) M/s. _____ has manufactured / imported, sold & paid GST on the said sales of their products as detailed below.

T.E. Item No.	Name Of the Item	First Batch		Year Wise Period	Total Quantity Of Item		
		Date	Qty.		Mfg. Qty.	Sold Qty.	Sale Value (Rs. Lacs)
				2017-18			
				2018-19			
				2019-20			
				2017-18			
				2018-19			
				2019-20			

2) That on the basis of the above facts & figures M/s. _____ _____ has manufactured / marketed their above products the period at least _____ year(s) prior to the due of Tender Enquiry Notice No.: _____ as per the specifications mentioned in the tender.

Whatever stated above is true & correct to the best of my knowledge & belief.

Date : (Signature & Stamp of Authorized Signatory)

(Signature & Stamp of Notary)

FORMAT – 6

BIDDING SCHEDULES

Tender Fee		
Furnish the Payment Details of Tender Document		
Sr. No.	**Description**	**Tenderer Response**
1	Name & Address of Tenderer	
2	Amount Rs.	
3	Bank Address	
4	Branch Address	
5	DD No. & Date	

- Payment should be made by DD. It should be payable at Ahmedabad at any schedule bank.
- Payment should be made in favour of "The Gujarat Cancer & Research Institute" Ahmedabad, Gujarat, India.
- Payment made towards EMD will not be refunded unless bid is accepted.
- Non-payment of the EMD or insufficient amount of EMD will be making the supplier liable for disqualifications.
- Wrong/Fraudulent data submission may lead to disqualification, please ensure that you furnish correct data.

EMD		
Furnish the Payment Details of EMD		
Sr. No.	**Description**	**Tenderer Response**
1	Name & Address of Tenderer	
2	Amount Rs.	
3	Bank Name	
4	Branch Address	
5	DD/BG No. & Date	
6	Date of DD/BG	
7	BG Expiry Date	

- Payment should be made by DD/BG. It should be payable at Ahmedabad at any schedule bank.
- Payment should be made in favour of "The Gujarat Cancer & Research Institute" Ahmedabad, Gujarat, India.
- Payment made towards EMD will not be refunded unless bid is accepted.
- Non-payment of the EMD or insufficient amount of EMD will be making the supplier liable for disqualifications.
- Wrong/Fraudulent data submission may lead to disqualification, please ensure that you