CHITTARANJAN NATIONAL CANCER INSTITUTE

(An Autonomous Body Under Ministry of Health & Family Welfare, Govt. of India)
2nd Campus - Street No.299, Plot No. DJ – 01, Premises No. 02-0321, Action Area ID,
New Town, Kolkata – 700160
and
37, S.P. Mukherjee Road,
Kolkata- 700026

Tender No.: CNCI/e NIT-77/2024-25, 2nd call

The Director, Chittaranjan National Cancer Institute, invites online submission of e-tender on http://eprocure.gov.in for supply of Medicinal Items (Anti- Cancer Drugs) on two years rate contract basis for CNCI both the campuses.

Firms interested to participate can view the complete set of tender documents including specifications of the instruments on CNCI website: www.cnci.ac.in and http://eprocure.gov.in

Director

DOCUMENT
Advertised Tender No.: CNCI/e NIT-77/2024-25, 2nd call DATED 18.02.2025
Rate contract items: Anti-Cancer Drugs(CHEMOTHERAPY DRUGS)
Period of Rate Contract: two years

SECTION–I

1. Bids are invited through online module in CPPP portal (URL: https://eprocure.gov.in/eprocure/app) for providing of services/item as mentioned in part II of this RFP. This RFP is being issued on Two Bid basis. The firm has to upload technical documents and commercial document as indicated in the "Cover details" of Online Tender.

2. The complete bidding process is online. Bidder should be in possession of valid digital signature certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at e-procurement portal.

3. Important information about date & time schedule of important events.

Ser	Particulars	Date & Time
(a)	Date of uploading of Documents online (Publishing Date).	18 FEB 2025 AT 10.00 HRS
(b)	Documents download start date (online).	19 FEB 2025 AFTER 11.00 HRS
(c)	Bid submission Closing date (online).	11 MARCH 2025 UP TO 14.00 HRS
(d)	Last date of submission of hard copy	11 MARCH 2025 UPTO 16.00 HRS
(e)	Date of Opening of Technical Bids in the prescribed web portal (online).	12 MARCH 2025 AT 16.00 HRS.
(f)	Date of opening of Financial Bid	To be announced later

4. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below -

(a) Bids/queries to be addressed to : **The Director**
(b) Postal address for sending the bids : Chittaranjan National Cancer Institute Campus - Street No.299, Plot No. DJ – 01, Premises No. 02-0321, Action Area ID, New Town, Kolkata – 700160
(c) E-mail ID's of contact personnel : cms-cnci@**cnci.ac.in**

Definitions (for the purposes of this tender)-

1. **"Institute"**- Chittaranjan National Cancer Institute (CNCI) which is participating in the procurement process.
2. **"Bidder"**- a person or firm or company who has made an offer for supply of goods and/or service as per tender.
3. **"Vendor"**- a person or firm or company, to whom an order is addressed for supply of goods and /or services.
4. **"Molecule"**- the name of the active pharmaceutical ingredient.
5. **"Strength"**- the concentration of the molecule.
6. **"Due Date"**- the date mentioned in the purchase order to supply drugs to the institute based on Institute policy.
7. **"FOC"** – Free of cost.
8. **"Drug/ item"**– a unit (TABLET/ CAPSULE / INJECTION/vial) with a specified strength of amolecule (e.g. Aprepitant 120/80 mg).
9. **"Original drug"**- A drug that has held a molecule patent at any given point in time.
10. **"Innovator drug"**- A drug that has the molecule patent.
11. **"Generic Drug/Bio-similar"-** Drugs which the brands other than innovator/original drug are available in the Indian market.

Note: In case of an international Patent, the same needs to be recognized in India.

Section II

i) List of drugs

a. The drugs to be provided by the bidder under this Rate Contract shall conform to the 'Technical Specifications' as mentioned in the **Annexure –I**, is attached with this document.

ii) PRE BID MEETING – already done

iii) EARNEST MONEY DEPOSIT (EMD)

a. Only Demand Draft (DD) will be accepted.
b. The DD is to be made in the name of "Director, CNCI" payable at "Kolkata". Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 2,00,000.00 (Rupees Two Lakh only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector/nationalized banks would be accepted only. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for the same item/range of products/goods or services with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

c. No interest will be payable on EMD.

d. EMD of the approved firms, who fulfills pre-qualification requirements, would be retained till the tender process is completed. Thereafter, the EMD ofonly the final selected bidders will be retained with CNCI, till the bidder enters into an RC agreement and submits the Bank Guarantee.

e. Firm which has been declared eligible on the basis of patent/niche molecule shall not be exempted under this clause and shall have to submit all documents as per the requirement of this tender.

f. EMD of a bidder will be forfeited, if the bidder prematurely withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid are incorrect, false, misleading or forged without prejudice to other rights of the CNCI, on behalf of CNCI.

g. Please note that vendors who have already been awarded a Rate Contract in the year 2023 under the previous tenders (CNCI/e NIT-77/2023-24) are exempt from submitting a Demand Draft or Bank Guarantee for this tender in respect of new molecules. However, vendors who did not have a Rate Contract with CNCI previously must submit a Demand Draft and Bank Guarantee as per the tender terms.

iv) SECURITY DEPOSIT

a. The Bidder(s) will need to furnish a security deposit, amounting to 3% of the total business value as per the Rate Contract with the individual institute or as per the institute's policy, in the form of a DD or Bank Guarantee, within 20 working days from the time of signing the Rate Contract. If the purchasing institute has a stringent rule, thenthe bidder will be required to adhere to those rules.

b. If the tender is accepted but the Bidder fails to sign the contract within 30 working days, then the amount of the EMD will be forfeited and actions shall be taken as per the respective institute's policy.

SECTION– III

i) SUBMISSION OF DOCUMENTS

a. Scanned copies of the following documents signed and stamped by the authorized signatory of the Bidder, along with the checklist of documents is to be filled in "Yes/No/NA" and should be uploaded on the CPP portal.

b. The bids for which, the required documents have been submitted and found compliant with the requirements will qualify for evaluation.

Sr. No	Name of Online Cover	Document to be uploaded	File	Format
1	Fee	1. **EMD receipt**	EMD (Single Scanned file)	**.pdf** (Max Size: 40mb)
2	Pre-Qualification	1. Filled and scanned **"Checklist I-Documents for Pre-Qualification**" along with all the scanned documents mentioned in the checklist.	Single file (Filled Checklist + Documents)	**.pdf** (Max Size: 40mb) **(sign-sealed)**
3	Technical Evaluation	1. Filled and scanned **"Checklist II - Documents for Technical Evaluation"** along with all the scanned documents mentioned in the checklist.	Single file (Filled Checklist + Documents+ Filled, scanned and signed Technical specification sheet)	**.pdf** (Max Size: 40mb) **(sign-sealed)**
		2. Technical Specification Sheet (under "additional Document" folder on the portal)	Single file (Technical Specification sheet)	**.xls**
4	Financial Evaluation	**1. BOQ**	**BOQ**	**.xls**

ii) CHECKLIST FOR PRE-QUALIFICATION

NAME OF THE BIDDER: ……..

Sr. No	Checklist I 1-Documents for Pre-Qualification	Yes/No/NA	Pg. No (Attached)	Remarks
1	A copy of EMD Receipt of INR 2, 00,000.			
2	Vendor Capability Proforma and NEFT Form Annexure – II.			
3	Copy of WHO-GMP/cGMP certificate (Valid as on the last date of the Bid Submission).			
4	Please attach the proof of Factories Act Registration/ Shops & Establishments Registration or Small Scale Industries Registration/MSME Registration certificates, as applicable			
5	Valid No Conviction Certificate from FDA/ CDSCO.			
6	Copy of Income Tax Assessment certificate of last two years.			
7	Copy of GST Registration Certificate.			
8	Copy of Company PAN Card photocopy.			
9	Copy of Market standing certificates for the last three financial years			
10	Copy of Annual Turn Over certificates for the last three financial years.			
11	Copy of CA certified Audited Balance Sheet, Profit & Loss Statement along with scheduleand notes showing details of their annual turnover for the last three consecutive financial years (2019-20, 20-21, 21-22) and not less than Rs 100 Cr of the bidder.			
12	For bidders from countries sharing land border with India, proof of registration with Competent Authority (Registration Committee constituted by DPIIT), which is essential tobe eligible to participate in tenders by GoI agencies. *(Ref. Office Memorandum of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 titled Insertion of Rule 144 (xi) in the General Financial Rules (GFRs),2017)*			
13	Please attach an affidavit by the firm on a stamp paper of Rs. 100/-that the firm has not been debarred or blacklisted by any general or private hospital-Annexure VI			
14	Govt experience of oncology drugs last 5 years (• List of oncology drugs supplied to govt institute (central /state govt hospitals) (please mention the year of supply) in last 5 years to be uploaded in Pre-Qualification folder. If required RC /PO copy may be ask for. Please mentioned if black listed by any govt institute previously.)			
15	Drugs form Annexure- iv			
16	Details of quoted drugs as per table-1			
17	Oncology turnover (Last 3 years oncology turns over certified by CA to be uploaded in Pre-Qualification folder)			
	Declarations			

iii) CHECKLIST FOR TECHNICAL EVALUATION

NAME OF THE BIDDER: ……..

Sr. No	Checklist - II 2-Documents for Technical Evaluation	Yes/No /NA	Pg. No (Attached)	Remarks
1	Drug Proforma to be filled for each quoted drug individually.			
2	Letter of Authority from the manufacturer if the bidder is a dealer or agent.			
3	Letter of authority from the Manufacturer in case of imported products (Applicable to Imported Products).			
4	Copy of Valid Manufacturing License/ Marketing Authorization / FDA License/ Import License for each quoted products.			
5	Copy of Valid Performance Certificate for the past 03 Years for each quoted products from FDA/ CDSCO.			
7	Copy of State FDA License for the facility in which the drug is manufactured.			
8	Copy of IPF/ USFDA/ CE/ ISO/ DGQA certificate for the quoted products. (Please submit whichever are applicable).			
9	Cold chain supply logistic details/data loggers for the quoted products Annexure VIII			
10	Analytical Reports – third party analytical reports for quality assurance for each quoted products.			

11	The bidder is required to submit a declaration in the prescribed format or a duly signed performance certificate for drugs supplied to government and/or private institutions during the previous three financial years 2019-20, 2020-21, and 2021-22. The documents must not contain any financial information.(Annexure-XI)			
12	Filled, signed and scanned Technical Sheet Copy.			
13	Filled Technical Sheet in .xls file uploaded in "Additional Document" section on the portal.			
	3- Financial Evaluation			
1	BOQ (to be only uploaded on the Portal)			

** NOTE: If any of the above documents are not available, the Bidder needs to submit a letter to that effect stating the reason for the same. The decision of Director, CNCI shall be final and binding regarding the qualification/disqualification of the bid. Bids of the bidders, who have not uploaded the required documents, will be treated as non - responsive and will not be considered further. Any changein language or format is not permitted.*

SECTION–IV

i) GENERAL INSTRUCTIONS

a. CNCI has issued these tender documents for the process of procurement and for executing a rate contract for the supply of drugs to the organization.

b. This section provides relevant information as well as instructions to assist potential bidders in the preparation and submission of bids. This also includes the method and procedure to be followed by the bidder for submission, opening of bids as well as for scrutiny and evaluation and subsequent placement of the rate contract.

c. Before preparing the bid and submitting the same to the CPP Portal, the bidder should read and check all the terms, conditions, and instructions contained in the tender document. Failure to provide and/or comply with the required information, instructions and specifications contained in these tender documents may result in rejection of the bid.

d. Only Bidders qualifying the pre-qualification evaluation shall be eligible for further considerations.

e. The successful bidder shall be bound to enter into a rate contract with the participating institution which intends to sign an agreement for supply of the drugs with the bidder.

f. Any bidder should not be convicted with any of the participating institutes/non participating institutes in the past. The Bidder shall submit a list of litigations (with participating institutes or any other hospital, institute or organization) during the last 5 years along with the bid. CNCI reserves the right to disqualify any bidder as part of this process if it is found to be in violation of this clause.

g. Bidder shall have an annual turnover of Rs 100 Cr. for last three financial years for the supply of medicines as per requirement.

h. Market standing certificate of the manufacturer: - The items quoted in the technical bid should have at least 3 years' market standing post DCGI approval (**Annexure-III**). The manufacturer should also submit a documentary proof to have manufactured at least five commercial batches of the quoted drug every year in the last 3 consecutive years.

i. Exceptions shall be made for three-year market standing for the product/products under Generic/ Bio-similar, launched after the expiry of the patent up to the last date of bid submission. The company needs to submit a copy of the DCGI approval letter. The decision authority of acceptance in these cases shall solely lie with the Director, CNCI on behalf of CNCI and the decision shall be final and binding.

j. In the event of the tender being accepted, a Rate Contract must be signed by the authorized signatory(s) of the Bidder and the Chittaranjan National Cancer Institute. The price quoted by the bidder shall remain fixed and constant throughout the rate contract and shall not be subject to an upward revision for any reason other than any change in the statutory levy subject to approval by the Director, CNCI.

k. Preference will be given to those bidders who bid for all/maximum strengths of single molecule which are likely to be combined for single dose. However, molecules for which the dose is not likely to be combined shall be evaluated in terms of strength.

l. The extension of the Rate Contract shall be a mutual decision between the bidder and the institute. Director, CNCI, on behalf of CNCI, may act as a mediator to extend Rate Contract. All bidders will have an option to confirm their willingness at the time of signing the Rate Contract to continue the Rate Contract for one more year under the same terms and conditions after the completion of the Rate Contract period.

m. Direct drug manufacturers or Marketing Company will be eligible to participate in the bid submission. Only those manufacturers, who do not have a direct operation office in India and operate through distributors, can participate through distributors, who would have an authorization letter from the manufacturer to participate.

(When considering 3rd party manufacturing companies, no conviction certificate of the manufacturer and details of manufacturing company need to be furnished.

The companies participating in the tender will have to supply the drugs with their own company's details.

Supply of drugs through sister concerns or other companies will not be accepted.)

n. Those manufacturers who have an office in India but do not have an Import License for that product in their name or cannot quote for tenders from Govt. of India organizations or of autonomous bodies under Govt. of India entities; shall submit an affidavit to that effect, in the format provided in **Annexure V**. For such cases an authorized distributor designated by the manufacturer shall be allowed to quote. Any other deviation from these conditions shall be put up to the technical evaluation committee for review and the Director, CNCI, on behalf of CNCI, reserves the right to make the final decision at his solediscretion.

o. Bidders from countries sharing a land border with India, needs to submit proof of registration with the competent authority (Registration Committee constituted by DPIIT), which is essential to be eligible to participate in tenders from GoI agencies.

(Ref. Office Memorandum of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 titled Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017)
https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf

p. All correspondence and documents relating to the bid submitted by the bidder and the bid exchanged between the bidder and CNCI hall be written in the English language.

q. However, the language of any printed literature submitted by the bidder in connection with its bid may be written in any other language, provided it is accompanied by an English translation (approved by the bidder) for the interpretation of the bid and the English translation shall prevail.

r. The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and for subsequent processing of the same. CNCI will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Tender process.

s. Rates must be quoted only in INR inclusive of the cost of supplies, custom duty and other taxes etc. No foreign exchange variance will be considered for rate revision and CNCI shall not consider any change in the price during the tenure of the Rate Contract. Any downward revision in prices should be informed to CNCI in writing by the bidder.

t. For FOC, minimum order quantity and FOC quantity being offered must be entered, wherever applicable.

u. In case of Imported Drugs, proof of Landed cost / Bill of entry needs to be produced, if asked for.

v. Documents for Single bidders :- In case of single bidder, details of supply of the drugs to other govt. institutes (preferably Central Govt.) along with copies of purchase orders/rate contracts need to be furnished.

ii) SPECIAL INSTRUCTIONS

a. Drugs for which innovator or original molecule exists, the innovator or original molecules as applicable will be selected.

b. If required, the bidder will submit the samples for each item in the original packing, duly labeled (Printed) and sealed having the date of manufacturing, date of expiry, and batch no. within 15 days after the date of intimation. If the bidder fails to submit the sample within the given time and location, the bid will be summarily rejected and no correspondence will be entertained in this regard.

c. Bidder has to provide copies of the Product analytical report from a Government Accredited Lab along with supplies if asked by the organization.

d. The efficacy and potency of cold chain products must be guaranteed until they are accepted by the purchasing committee, and proof of cold chain supply maintenance must be included with the supply of each drug(s).

e. Firm with common proprietor/partner or connected either financially or as principal and agent or master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother, son/daughter, and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same contract. If so found, all such bid(s) shall stand rejected and the tender deposit of each firm/establishment shall be forfeited.

f. Manufacturing License-Attested photocopy of a valid manufacturing license duly approved by the Licensing Authority for the products quoted should be

uploaded. The license must be duly renewed up to date and the drugs quoted shall be highlighted in the license. The original license should be produced if demanded for verification.

g. Manufacturers shall scan and upload a copy of a valid WHO-GMP/ USFDA/ EMEA/ WESTERN EUROPE/ CANADA/ FRANCE/ JAPAN/ AUSTRALIA approval certificate issued by the Licensing Authority. Certificate issue date must not be older than one year from the date of bid submission in the case where validity is not mentioned in the certificate.

h. Supplies must be made within stipulated due date of PO as per the institute policy in a single lot / batch & minimum 75% shelf life. If the purchasing institute has stricter policies, then the bidder will be required to adhere to those policies. Supply of materials/ items with lesser than recommended shelf life, can be grounds for non-acceptance/ rejection of material/ items.

i. Shelf life of imported medicines:- For Imported medicine only the shelf life of 50% may be accepted along with a declaration that in case of expiry, medicine must be replaced by new/fresh batch.

j. It will be the sole responsibility of the manufacturer to accept/ replace the non- moving and near expiry drugs at no cost to any of CNCI. If the purchasing institute has a stringent rules regarding non- moving and near expiry drugs, then the bidder will be required to adhere to those rules of CNCI.

k. Pharmacopoeia' specifications i.e. IP/BP/USP/EU should be clearly mentioned against each drug/constituent of the drug quoted as per the provisions of Drug and Cosmetics Act, 1940.

l. A bidder/bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, the bid will be liable to be rejected.

m. Bidders may be asked to submit hard copies of uploaded scanned documents for pre-qualification or technical evaluation; therefore, bidders should keep the uploaded and duly signed hard copies ready for submission. If there is a disagreement between the uploaded document and the hard copy, the uploaded document will take precedence.

n. If the bidder fails to fulfill the obligations outlined in this tender document, or fails to meet the terms of the rate contract, the bidder will be disqualified and blacklisted/debarred from participating in future CNCI tenders.

o. EMD must be submitted by the company or else participation will be cancelled.

p. Participating company has to mention the name of its authorized vendor in the tendering document only and the company can select maximum up to 2(Two) vendors.

q. This tender document is valid for both the campuses of CNCI. Company acceptance or rejection will solely depend upon central chemo pharmacy committee decisions.

iii) PUBLISHING OF CORRIGENDUM

a. At any time before the deadline for submission of bids, the Director CNCI, on behalf of CNCI may for any reason deemed fit by it, modify the tender enquiry document by issuing a suitable corrigendum to it.

b. To provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the Director CNCI, on behalf of CNCI may, at his discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with

that deadline.

c. Corrigendum will only be notified through https://eprocure.gov.in/eprocure/app only.

iv) SEEKING CLARIFICATIONS

a. A bidder requiring any clarification or elucidation on any issue of the tender enquiry document may take up the same with the CNCI through CPP Portal. CNCI will respond to such request within the schedule mentioned in "Critical Date Sheet".

SECTION–V

i) CLASSIFICATION OF BIDS

The online **Two Bid System will be followed**, with four covers i.e.

a. Fee Cover

b. Technical Bid
   i. Prequalification Cover
   ii. Technical Bid Cover

c. Price Bid
   i. Price Bid Cover

ii) PREQUALIFICATION

a. The pre-qualification checklist along with the documents asked for evaluation should be scanned and uploaded in proper sequence along with the filled pre-qualification checklist as an index page.

b. The documents submitted shall be verified and those bids, which fulfill the documentation requirement for prequalification shall undergo a through technical evaluation process which may or may not include sample evaluation depending on the needs of the technical evaluation committee (Technical Evaluation).

iii) TECHNICAL BID

a. Technical Bid shall only be opened for Pre-qualified bids.

b. The technical evaluation checklist along with the documents asked for evaluation should be scanned and uploaded in proper sequence along with the filled checklist for technical evaluation as an index page.

c. The technical details for the quoted products must be filled out in the format specified in the technical sheet (ref: "CNCIDRGS.xls"). This completed technical sheet should be uploaded to the portal in two formats:

   i. as “additional documents” in .xls or .xlsx format only, and

   ii. Print this filled technical sheet, sign & stamped, then merge with other documents to be uploaded as per the technical evaluation checklist in .pdf format.

d. In case of disagreement (mismatch) between the two copies, the signed and stamped PDF copy shall take precedence and be considered final.

e. Drugs for which, the documents required have been submitted and found compliant with the requirements by the Technical Evaluation Committee, shall qualify for the financial evaluation.

f. The list of items qualified for financial evaluation will be intimated through the online portal.

g. Do not include any price bid related information in any document other than the BoQ; Otherwise, the bid shall be rejected.

iv) PRICE BID

a. Price Schedule(s) as per BoQ format filled up with all the details of all taxes is to be uploaded.

Price bid format is provided as BoQ in .xls format along with this Tender Enquiry Document at https://eprocure.gov.in/eprocure/app.
Bidders are advised to download this BoQ.xls as it is and quote their offer/rates in thepermitted (blue color) column and upload the same.

b. Bidder shall not tamper/modify downloaded financial bid template in any manner. If the same is found to be tampered/ modified in any manner, the bid will be rejected and the necessary action as per the policy of CNCI at the discretion of Director CNCI on behalf of CNCI shall be taken.

c. The bids shall be quote only in Indian Rupees (INR).

d. Bids, where prices are quoted in any other way shall be treated as non - responsive and rejected.

e. In no case, the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the duration of the Rate Contract there is a decrease in MRP, the bidder should inform the CNCI promptly along with revised reduced rates on a pro-rata basis.

f. In the case of controlled drugs by the Government (Under DPCO/NLEM), the quotation must be sent subject to controlled rates and other conditions and the bidder will be paid at the controlled price or rates offered by the bidder whichever is less. Information regarding such controlled drugs should be provided in the technical specification sheet.

v) BID VALIDITY

a. Bids shall remain valid for acceptance for 180 days after the opening of the Technical Bid. Bids with shorter validity shall be rejected.

vi) OPENING OF BIDS

a. E-Bids will be opened on the date and time as per the "Critical Date Sheet" and the bidders may check the status on CPP Portal.

b. No change/ alteration on plea of clerical or typographical error in rates or other terms in the bid will be permitted under any circumstances.

c. The entire bid may be permitted to be withdrawn, but in such cases, the EMD will be forfeited completely or action shall be taken as per the decision of the Director, CNCI on behalf of CNCI.

d. Under no circumstances partial withdrawal will be allowed (in respect of one or more quoted drugs) and if any relaxation is to be granted, Director, CNCI on behalf of CNCI, reserves the right with regard to the final decision at his sole discretion.

vii) SCRUTINY AND EVALUATION OF BIDS

All applications shall be subjected to a three stage evaluation process –

1. Pre-qualification Evaluation.
2. Technical Evaluation.
3. Financial Evaluation.

a. Pre-qualification evaluation

1. All applications shall be subjected to a pre-qualification evaluation. The document evaluation checklist is provided with this document, hence it is requested to attach and upload only those documents which are mentioned in the checklist for pre-qualification. Only those Bidderswho meet all the pre-qualification criteria will qualify for Technical Evaluation.
2. The pre-qualified bidders will be intimated before the opening of the technical bid.
3. Director CNCI, on Behalf of CNCI reserves the right to ask for any additional documents from the Bidder as and when required for evaluation.

b. Technical Evaluation:

1. The technical evaluation will be based on the information entered and documents attached to each quoted drug's "Drug Proforma", as well as the data entered in the Technical Sheet.
2. The requisite documents including all attached enclosures will be carefully scrutinized and matched.
3. The technical committee will assign a score to bidders for each quoted drug that they have bid for based on the responses provided (and valid documents submitted) with the drug proforma for each quoted drug **(Annexure-IV).**
4. Based on the evaluation by the technical committee, the technical qualification of bidders will be done for each drug individually. For each bidder, financial bid will be opened only for the drugs which have been technically qualified.
5. The technically qualified bids will be intimated to the respective bidders, before the opening of financial bid.
6. Director CNCI, on behalf of CNCI reserves the right to ask for any additional documents from the Bidder as and when required for evaluation.
7. In case of drugs with multiple strengths, it is preferable that the Bidder(s) should quote and bid on all of the different strengths of a single molecule listed in **Annexure I**. Bidders quoting for maximum strengths shall be preferred.

c. Financial Evaluation:

1. The Bidder's quote for each drug will be calculated by multiplying the total tentative quantity for each drug with the final rate of the base unit of the drug. The financial bids will be evaluated for the lowest quoted offer for each drug.

2. Where there are multiple strengths of molecule, the total financial value of the molecule will be evaluated, i.e. financial bid will be evaluated at the molecule level rather than at drug level. To elaborate, for a molecule P with 2 strengths, if the quoted prices are P1 and P2, and total expected quantity is D1 and D2, the financial bid will be calculated as (P1*D1 +P2*D2)/ (D1+D2) for each bidder. Preference may be given to bidders who quote for all dosage / variants listed out in **Annexure I.** The name of the drugs bearing the same Sl. No. (Example: 32.1, 32.2, 32.3) will be considered in same format.

3. For this tender, three categories of drugs have been identified based on the type of brands available in the Indian market:

i. **Innovator/ Original**- A drug that has a molecule patent/or adrug that held a molecule patent at any given point in time. Company must submit Rate contract with G.O.I. institute.

ii. Technically Shortlisted Lowest Costing quoted brand-(L1)

iii. Technically Shortlisted Second Lowest Costing quoted brand(L2):

4. For each drug or molecule (as the case may be), the innovator/original drug will be selected first. The lowest costing brand shall be designated as L1, the second lowest bidder as L2provided that this technically shortlisted second lowest cost brand matches **L1** and so on. In case of a tie between two quotes, the decision made by Director CNCI at his sole discretion on behalf of CNCI shall be final and binding.

Note: To determine the final price for each drug (or molecule, as the case may be), the L1 bidder will be invited first for financial discussions, followed by the L2 bidder, and so on. If the L2 bidder is unable to match the L1 bidder, the L3 bidder, then the L4 bidder, and so on, shall be called for matching.

SECTION–VI

i) PUBLICATION OF BID RESULT

a. The name and details of the successful bidder(s) awarded the Rate Contract(s) will be mentioned in the CPP Portal.

ii) AWARD OF RATE CONTRACT

a. The Bidders selected after the Financial Evaluation Stage will have to enter in to a Rate Contract (and to pay for stamp duty if any applicable) for supply of the selected Items for a period of minimum 2 years with CNCI. However, the validity of the Rate Contract may be extended, if required and mutually agreed upon by both the parties.

b. For ‘Innovator/Original drugs’ - The contract for drugs designated as Innovator/Original will be awarded to the bidder that holds the patent/or a

drug that held a molecule patent at any given point in time.

c. For 'Generics/Bio-similar only drugs' - The award of contract for drugs designated as Generics will be split for the first order, with the L1 bidder being awarded 70% of the volume, and the remaining 30% of the volume will be awarded to the bidder who matches the L1 bidder's price, which will be determined during the financial negotiation process.

iii) NOTIFICATION OF AWARD

a. CNCI will notify the successful bidder(s) in writing, by email and hard copy (tobe confirmed by acknowledgement email) that its bid for drugs, have been selected by the CNCI.

b. Promptly after notification of award, the CNCI will mail the Draft for "Agreement for rate contract, bank guarantee format and a letter for Acceptance of Rate Contract", which should be submitted by the successful bidder within 20 days from the date of the award of Rate Contract, duly signed/dated and stamped.

c. No PO shall be issued prior to the submission of the "Acceptance of Rate Contract" by the bidder unless otherwise specified by the CNCI.

d. Failure of the successful bidder in providing a Security Deposit and returning "Acceptance of Rate Contract" copy duly signed in the terms above shall make the bidder liable for forfeiture of its EMD and, also, for further action by the Director, CNCI on behalf of CNCI, at his sole discretion.

iv) PURCHASE ORDERS

a. Purchase orders will be placed from time to time by CNCI during the period of the Rate Contract, as per the actual requirement, in which the exact quantities required on each occasion with the date of delivery shall be specified.

b. There shall be no obligation on CNCI to purchase any minimum quantity from the successful Bidders.

SECTION–VII

OTHER TERMS AND CONDITIONS

i) INSPECTION OF MANUFACTURING UNITS:

a. The Director, CNCI on behalf of CNCI or his nominee reserves the right for inspection of the manufacturing premises of participating vendors in the tenders.

b. The Director CNCI, on behalf of CNCI shall be at liberty to undertake regular and random testing of the drugs supplied by the pharmaceutical firm/ bidder at regular interval to maintain and ensure the quality of drugs. If during such inspections and tests the contracted drugs fail to conform to the required specifications and standards, the CNCI, may reject them and the bidder shall either replace the rejected drugs or ask to make all alterations necessary to meet the specifications and standards, as required, free of cost to CNCI, and re-

submit the same to the CNCI, for conducting the inspectionsand tests again.

c. The report of the NABL accredited/Govt. approved laboratory shall be accepted. In case the same is disputed by the pharmaceutical firm, the report of the approved Central Drug Testing Laboratory as approved by CDSCO will be accepted as final. However, the same should be submitted within three months, from the date of communication of the disputed test report to the pharmaceutical firm. For this, the pharmaceutical firm should approach the concerned Drug Control Authorities to get the drugs tested, as per procedure.

d. Purchaser returning rejected/expired drugs shall not be bound to assign any reason for rejection/expiry but the decision shall be subject to appeal to the Director, CNCI on behalf of CNCI, which shall be filled within 15 days from the date of rejection, and the decision of the Director, CNCI on behalf of CNCI as to whether such articles shall be taken or rejected shall be final and binding on the Vendor. In case of delay on the part of the vendor to compensate for returned items in the form of physical goods or payment of the value thereof, the same shall be recovered from subsequent dues payable to the vendor or the Security Deposit available CNCI.

e. If rejected drugs are not removed, these will be disposed of in a manner as deemed fit by CNCI at the risk and will be the responsibility of the bidders without any further notice.

f. However, Director, CNCI on behalf of CNCI, may relax these criteria in case of exigencies with reasons duly recorded and the vendor shall be responsible for use of that medicine within its given shelf life, with a suitable undertaking from the bidder, the terms of which shall be decided by the CNCI as per the requirement of CNCI and usage pattern.

ii) INFIRMITY/IRREGULARITY/NON-CONFORMITY

a. If during the evaluation, the CNCI finds any infirmity and/or irregularity and/or non-conformity in the documents submitted, which has no price implication, such observation will be communicated by CNCI to the bidders byofficial e-mail, asking the bidder to respond by a specified date.

b. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

iii) FORCE MAJEURE

a. Notwithstanding the provisions contained in the above clauses, the bidder shall not be liable for imposition of any such sanction for so long the delay and/or failure of the bidder in fulfilling its obligations under the Rate Contract/ Purchase Orders is the result of an even to force majeure.

b. The contract entrusted to the successful companies will be subject to “Force Majeure” clause as per section 56 of the Indian Contract Act.

c. If a Force Majeure situation arises, the bidder shall promptly notify the Director, CNCI in writing of such conditions and the cause there of within 21 days of occurrence of such an event. Unless otherwise directed by the

Director, CNCI in writing, the bidder shall continue to perform its obligations under the Rate Contract/Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

d. In case due to a Force Majeure event the bidder is unable to fulfill their contractual commitment and responsibility, CNCI will notify the bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

iv) LIQUIDATED DAMAGES

a. PENALTY FOR NON-SUPPLY/LATE SUPPLY WILL BE APPLICABLE.

b. Subject to Force Majeure clause, if the bidder fails to deliver any or all of the Drugs within the time frame(s) incorporated in the purchase order, CNCI shall, without prejudice to other rights and remedies available to CNCI, under the Rate Contract, deduct from the security deposit/pending bills, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of drugs, until actual delivery or performance subject to a maximum of 10% of the value of purchase order.

c. The difference amount will be recovered from the outstanding dues of the firm. In the event of recurrence of such incidents, administrative action will be initiated which may result in suspension of the firm at the discretion of Director CNCI on behalf of CNCI.

d. It is hereby also informed that in case any administrative action (imposing of liquidated damages, warning letter, risk purchase, short supply etc.) is taken by CNCI during the rate contract period against any approved bidder, it would be reflected during finalization of the next rate contract as "Past performance" of that firm.

v) RISK PURCHASE: -

a. In case of delay or failure to supply the drugs within the due date mentioned on Purchase Order, CNCI at its discretion will purchase the same or any alternative brand from the open market at the risk and the difference in price will be charged to the defaulting bidder along with 5% plus GST towards administrative costs of the order value of the order as risk purchase cost. The amount(s) debited to the Bidder's account shall be recovered from the EMD/Security Deposit/pending bills of the Bidder. The institute also reserves the right to enforce forfeiture of the entire EMD deposit. This is without prejudice to any other legal remedies that CNCI may resort to against the Bidder.

b. In case the supply against the purchase order is not made as agreed due to any reason, CNCI may charge the supplier for risk purchase and take any other action as may be deemed fit under the circumstances, at the sole discretion of the competent authority of the respective institute.

c. The amount(s) debited to the bidder's account shall be recovered from the Security Deposit/ pending bills of the bidder. This is without prejudice to any other legal remedies that the institute may resort to against the bidder.

d. In the event of any immediate demand/unsolicited situation/adverse events or otherwise with RC brand, CNCI reserves the right to make purchases outside this agreement at its sole discretion.

vi) TERMS OF DELIVERY

a. Drugs shall be delivered by the bidder on "Free Delivery at Site" basis and delivered as per delivery period specified in the purchase order placed against Rate Contract by CNCI.

b. Supplies must be made within the due date mentioned on purchase order.

c. The term FREE implies providing goods within the premises of CNCI at no extra cost.

d. Drugs are to be supplied to the CNCI and all the transit expenses whatsoever will be borne by the bidder/firm.

e. The time for and the date of delivery of the drugs stipulated in the purchase order shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the purchase order.

f. Purchase orders placed against the contract, on or just before the last date of the tenure of the contract will have to be accepted /honored by the bidder.

g. No guarantee can be given as to the minimum quantity that will be demanded against this contract, but the bidder will supply such quantity as may be ordered by CNCI during the tenure of the contract.

h. Subject to the provision under Force Majeure clause, any unexcused delay by the bidder in maintaining its contractual obligations to wards delivery of drugs shall render the bidder liable to any or all of the following sanctions:

   i. Imposition of liquidated damages,
   i. Forfeiture of its EMD/Security Deposit and
   ii. Termination of the Rate Contract/Purchase Orders for default.
   iii. Risk Purchase
   iv. Any other action as deemed fit by Director CNCI on behalf of CNCI

i. When the period of delivery is extended due to unexcused delay by the bidder, the amendment letter extending the delivery period shall, inter alia contain the following conditions or as per CNCI policy:

   1. CNCI shall recover from the bidder, under the provisions of the Force Majeure clause/Liquidated Damages/Risk Purchase on the drugs, which the Bidder has failed to deliver within the delivery period stipulated in the Purchase Order.
   2. That no increase in price on account of any ground, whatsoever, including any stipulation in the Rate Contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the drug specified in the Purchase Order, which takes place after the date of delivery stipulated in the purchase order shall be admissible on such of the said drugs as are delivered and performed after the date of the

delivery stipulated in the purchase order.

3. Nevertheless, CNCI shall be entitled to the benefit of any decrease in price on account of reduction in GST which takes place after the expiry of the date of delivery stipulated in the purchase order.

j. The delivery period should not exceed 30 ± 2 days for all supplies or as per CNCI's policy. But in certain situations, the delivery date for the supplies may be reduced by 15 ± 2 days. In case of emergency/ urgent situations the delivery date for supplies may be reduced after prior intimation to the bidder. The firm is bound to cooperate in the supply of goods within the date of delivery period.

**If L1 company fails to supply medicine in stipulated time then Purchase order will be cancelled for L1 and that order goes to L2 company. L2 company will receive order of the said drug for the remaining term.

*** If L1 company fails to supply ordered molecules for 3 times, the rate contract with that company "summarily discontinued".

k. While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per specifications etc.

l. The bidder must arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.

m. If the supplied item is not utilized before expiry date the bidder must replace it with fresh stock of items as and when required or should submit credit note against such items or as per CNCI policy.

n. No Drugs should be delivered directly to the Patients.

o. Drug deliveries made by courier to CNCI should follow the courier policy of the institute.

p. **Marking:** Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.

If any L1 company withdraw any product in-between rate contract period where L2 is not available, then L1 company is bound to supply same molecule from any other reputed company without changing the L1 price, failing which R.C. of all molecule for the said company will be canceled.

vii) PACKING:

a. Bidding firms must quote for the minimum selling unit packing specified against each item in the Technical specification sheet, as any other packing may not be accepted.

b. Loose supplies/damaged packing/tampered or damaged labeled supplies shall not be accepted under any circumstance.

c. Supplies to be made in the box of standard packing.

d. All medicines supplied should be stamped with "FOR SALE IN CNCI ONLY"

Along with valid QR/Bar code (In individual packing). Proper Batch report should be provided at the time of delivery. Without any of these, product will not be acceptable (Exception: if institute ask to provide the item without Stamp/QR Code/Batch Report in emergency, then only vendor may supply without these.)

viii) PAYMENT TERMS

a. Bills must be submitted directly to the Accounts department/designee from CNCI within 15 working days of the date on which supplies are made to the institute. Payment against the bills will be made within 45 working days of receipt of the correct invoice/ bill rose after delivery of the supply or as per CNCI's policy. In case of any discrepancy in the invoice/ bill, the payment will be made within 45 working days of the receipt of the corrected invoice. The bidder will not be entitled to stop delivering the supplies in case of delay in payment(s).Where no specific mention of the taxes chargeable is made by the bidders, it will be constructed that these taxes are either not applicable or being already paid at the source by the bidders or will be borne by them.

b. No subsequent claim from the Bidders for payment of these taxes will be entertained. Bidders who do show the rates of taxes chargeable and vaguely state "Taxes as applicable" or "GST" extra will be left out of consideration.

SECTION–VIII

i) CORRUPT OR FRAUDULENT PRACTICES

a. It is required by all concerned namely the Bidder/Bidders to observe the highest standards of ethics during the procurement and execution of such Rate Contract/ Purchase Orders. In pursuance of this policy, the Director CNCI, on behalf of CNCI defines, for the purposes of this provision, the terms set forth below as follows:

    1. Director CNCI, on behalf of CNCI, will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing or in executing the Rate Contract order, and shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Rate Contract by the CNCI.

ii) TERMINATION FOR DEFAULT

a. CNCI without prejudice to any other contractual rights and remedies available to it CNCI, may, by written notice of default sent to the bidder, terminate the Rate Contract and/or Purchase Order in whole or in part, if the bidder fails to deliver any or all of the drugs or fails to perform any other contractual obligation(s) within the time period specified in the purchase order, or within any extension thereof granted by CNCI.

b. The bidder must clearly understand that the Rate Contract is liable to be terminated in the following circumstances without giving any notice and at no cost to any of CNCI:

    1. Failure to supply goods for more than one month after the due date

of supply as per the purchase orders.

2. Failure to abide by the rules, terms and conditions of the Rate Contract.
3. Information obtained from other sources regarding prosecution under any of the tax laws or the FDA Act.
4. Supplies of goods to CNCI at a price higher than that sold to any other entity
5. Upward revision of prices other than any statutory levies, at any time during the period of the rate contract.

c. In case the contract is terminated due to any of the above reasons, CNCI shall be at liberty to forfeit the EMD/ Security Deposit/ Bank Guarantee or charge the bidder for risk purchase and take any other action as may be deemed fit under the circumstances, at the Sole discretion of the Director, CNCI on behalf of CNCI.

iii) TERMINATION FOR INSOLVENCY

a. If the bidder becomes bankrupt or otherwise insolvent, the Director CNCI, on behalf of CNCI reserves the right to terminate the Rate Contract/Purchase Orders at any time, by serving written notice to the bidder without any compensation, whatsoever, to the bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to CNCI.

iv) TERMINATION OF RATE CONTRACT

a. Director CNCI, on behalf of CNCI, reserves the right to terminate the Rate Contract in whole or in part at its discretion at any time during the Rate Contract by providing the Bidder with 30 days' written notice.

v) RESOLUTION OF DISPUTES

a. If dispute or difference of any kind shall arise between CNCI and the bidder in connection with or relating to the Rate Contract/Purchase Orders, the parties shall make every effort to resolve the same amicably by mutual consultations.

b. If the parties fail to resolve their dispute or difference by such mutual consultation within 60 days of its occurrence, then, unless otherwise CNCI or the bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

c. Arbitration: If any dispute arises out of the transaction in any manner the same shall be resolved by the arbitrator solely appointed by the Director, CNCI, on behalf of CNCI and the Contractor/Bidders undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of CNCI. In case such person is not acceptable to the Contractor/Bidders, decision of Director, CNCI shall be the final and sole arbitrator and the award given by him shall be final and binding on the parties.

d. Governing Law: Only the Law in force in India, from time to time, shall have application, and the courts in Mumbai shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract.

e. Saving Clause: No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

f. Laws Governing the Contract & Jurisdiction: The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the court within the city of Mumbai only.

SECTION–IX

i) BOQ Help & Support:

Note:

Please note that the following document is for informational purposes only and has no legal authority or standing. It is not intended to be used as a legally binding agreement or contract, and any information contained herein should not be construed as such. ***This document is provided as a reference only****.*

Validate | Print | Help | Item Rate BOQ

Tender Inviting Authority: DIRECTOR,CHITTARANJAN NATIONAL CANCER INSTITUTE

Name of Work:supply of Medicinal Items (Anti- Cancer Drugs) on two years rate contract basis for CNCI both the campuses.

Contract No: CNCI/e NIT-77/2024-25

Name of the Bidder/ Bidding Firm /	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description (Note: Bidder should Quote only MRP Unit Price & offer price with tax sr. no 6, 13)	Quantity	Units	BASIC RATE GENERIC DRUGS (MRP Unit Price) In Figures To be entered by the Bidder in	Quoted Currency in INR / Other Currency	Offer price with GST GENERIC DRUGS (n Figures To be entered	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	12	13	54	55
1	6 MERCAPTOPURINE 50 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
2	ALL TRANS RETINOIC ACID / TRETIN	1.000	Nos	0.00	INR		0.00	INR Zero Only
3	BOSUTINIB 500MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
4	CELECOXIB 200 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
5	DAUNORUBICIN 20 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
6	ELTROMBOPAG 10 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
7	ENZALUTAMIDE DISPERSABLE TABL	1.000	Nos	0.00	INR		0.00	INR Zero Only
8	METHOTREXATE INJ 10 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
9	PROCARBAZINE 50 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
10	RASBURICASE- INJ 7.5 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
11	VINBLASTIN 10 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
12	RELUGOLIX120 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
13	TRIFLURIDINE AND TIPIRACIL (20MG/	1.000	Nos	0.00	INR		0.00	INR Zero Only
14	FOSFESTROL 120 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
15	CLADRIBINE 10MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
16	SUSP . MEGESTEROL ACETATE 40 M	1.000	Nos	0.00	INR		0.00	INR Zero Only
17	SUSP . ENZALUTAMIDE 32MG/ML	1.000	Nos	0.00	INR		0.00	INR Zero Only
18	ARSENIC TRIOXIDE 1 MG/ML	1.000	Nos	0.00	INR		0.00	INR Zero Only
19	INJ DECITABINE 30 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
20	TAB LETROZOLE 2.5 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
21	INJ DOCETAXEL 120 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
22	INJ DOCETAXEL 20 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
23	TRITOEVLIN 11.25 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
24	TAB REGORAFINIB 40 MG	1.000	Nos	0.00	INR		0.00	INR Zero Only
40	medecine 1	1.000	Nos	0.00	INR		0.00	INR Zero Only
Total in Figures							0.00	INR Zero Only

Quoted Rate in Words	INR Zero Only

ANNEXURES

Advertised Tender Number : CNCI/e NIT-77/2024-25

Rate Contract items : **Drugs Procurement for CNCI**

Period of Rate Contract : Two years

1. CHECKLIST OF DOCUMENTS FOR PRE-QUALIFICATION

NAME OF THE BIDDER: ……

Sr. No	Checklist I Documents for Pre-Qualification	Yes/No/NA	Pg. No (Attached)	Remarks
1	A copy of EMD Receipt of INR 2, 00,000.			
2	Vendor Capability Proforma and NEFT Form Annexure – II.			
3	Copy of WHO-GMP/cGMP certificate (Valid as on the last date of the Bid Submission).			
4	Please attach the proof of Factories Act Registration/ Shops & Establishments Registration or Small Scale Industries Registration/MSME Registration certificates, as applicable			
5	Valid No Conviction Certificate from FDA/ CDSCO.			
6	Copy of Income Tax Assessment certificate of last two years.			
7	Copy of GST Registration Certificate.			
8	Copy of Company PAN Card.			
9	Copy of Market standing certificates for the last three financial years.			
10	Copy of Annual Turn Over certificates for the last three financial years.			
11	Copy of CA certified Audited Balance Sheet, Profit & Loss Statement along with schedule and notes showing details of their annual turnover for thelast three consecutive financial years (2019-20, 20-21, 21-22) and not less than Rs 100 Cr of the bidder.			
12	For bidders from countries sharing land border with India, proof of registrationwith Competent Authority (Registration Committee constituted by DPIIT), which is essential to be eligible to participate in tenders by GoI agencies. *(Ref. Office Memorandum of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 titled Insertion of Rule144 (xi) in the General Financial Rules (GFRs), 2017)*			
13	Please attach an affidavit by the firm on a stamp paper of Rs. 100/- that the firm has not been debarred or blacklisted by any general or private hospital-AnnexureVI			
	Declarations			

** **NOTE:** If any of the above documents are not available, the Bidder needs to submit a letter to that effect stating the reason for the same. The decision of Director, CNCI on behalf of CNCI shall be final and binding regarding the qualification/disqualification of the bid. Bids of the bidders, who have not uploaded the required documents will be treated as non - responsive and will not be considered further. Any change in language or format is not permitted.*

For: Authorized Name & Signature :

Date:

Stamp

Place:

2. CHECKLIST FOR TECHNICAL EVALUATION

NAME OF THE BIDDER: ……..

Sr. No	Checklist - II Documents for Technical Evaluation	Yes/ No/ NA	Pg. No (Attached)	Remarks
1	Drug Proforma to be filled for **each quoted drug** individually.			
2	Letter of Authority from the manufacturer if the bidder is a dealer or agent.			
3	Letter of authority from the Manufacturer in case of imported products (Applicable to Imported Products).			
4	Copy of Valid Manufacturing License/ Marketing Authorization / FDA License/ Import License for each quoted products.			
5	Copy of Valid Performance Certificate for the past 03 Years for each quoted products from FDA/ CDSCO.			
7	Copy of State FDA License for the facility in which the drug is manufactured.			
8	Copy of IPF/ USFDA/ CE/ ISO/ DGQA certificate for the quoted products. (Please submit whichever are applicable).			
9	Cold chain supply logistic details for the quoted products Annexure VIII			
10	Analytical Reports – third party analytical reports for quality assurance for each quoted products.			
11	The bidder is required to submit a declaration in the prescribed format or a duly signed performance certificate for drugs supplied to government and/or private institutions during the last three financial years 2019-20, 2020-21, and 2021-22.The documents must not contain any financial information ref: Annexure XI			
12	Filled and scanned Technical Sheet Copy.			
13	Filled Technical Sheet in .xls file to be uploaded in "Additional Document" section on the portal.			
	3- Documents for Financial Evaluation			
1	BOQ (to be only uploaded on the Portal) (File Name - CNCIRC23BoQ)			

** **NOTE:** If any of the above documents are not available, the Bidder needs to submit a letter to that effect stating the reason for the same. The decision of Director, CNCI on behalf of CNCI shall be final and binding regarding the qualification/disqualification of the bid. Bids of the bidders, who have not uploaded the required documents will be treated as non - responsive and will not be considered further. Any change in language or format is not permitted.*

For: Authorized Name & Signature :

Date:

Stamp

Place:

APPLICATION FORM FOR DEPOSITING PAYMENT AGAINST BILL IN BANK ACCOUNT BY NEFT

1. NAME OF THE VENDOR :

2. ADDRESS , TELEPHONE NO.
MAIL ID :

3. PARTICULARS OF BANK A/C :

4. BANK NAME :

5. BRANCH NAME :

6. 9 -DIGIT CODE NO OF THE BANK AND BRANCH APPEARING ON THE MICR CHEQUE ISSUED BY THE BANK :

7. NEFT / IFSC CODE :

8. ACCOUNT TYPE (S.B.A/C – CURRENT A/C – OR CASH CREDIT) :

9. ACCOUNT NUMBER :
(AS APPEARING ON THE CHEQUE BOOK)

ATTACH COPY OF CANCELLED CHEQUE

10. PAN NO. :

11. GST NO. :

I HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IF THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASONS OF INCOMPLETE INFORMATION, I WOULD NOT HOLD THE USER INSTITUTION RESPONSIBLE. I HAVE READ THE OPTION INVITATION LETTER AND AGREE TO DISCHARGE THE RESPONSIBILITIES OF ME AS A PARTICIPANT UNDER THE SCHEME.

(_____)
SIGNATURE OF THE INVESTOR/ CUSTOMER

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE ARE CORRECT AS PER RECORDS.

(_____)
SIGNATURE OF THE AUTHORISED / OFFICIAL FROM THE BANK OF INVESTOR/ CUSTOMER

BANK'S STAMP :
DATE :

MEDICINE LIST

Sl no.	Description of Work / Item(s)	Units
1	6 MERCAPTOPURINE 50 MG	no
2	ALL TRANS RETINOIC ACID / TRETINOIN 10 MG	no
3	BOSUTINIB 500MG	no
4	CELECOXIB 200 MG	no
5	DAUNORUBICIN 20 MG	no
6	ELTROMBOPAG 10 MG	no
7	METHOTREXATE INJ 10 MG	no
8	PROCARBAZINE 50 MG	no
9	RASBURICASE- INJ 7.5 MG	no
10	VINBLASTIN 10 MG	no
11	FOSFESTROL 120 MG	no
12	CLADRIBINE 10MG	no
13	ARSENIC TRIOXIDE 1 MG/ML	no
14	CABOZANTINIB 20 MG	no
15	DECITABINE 50MG	no
16	IFOSFAMIDE 2 GM	no
17	MESNA 200 MG	no

***** NOTE: Total Quantity as shown in the above table on item wise basis is variable and not fixed. Required quantity may be on item wise basis and vary able (Increase/Decrease) as per the need of CNCI hospital.**

ANNEXURE – II

BIDDER CAPABILITY PROFORMA AND NEFT FORM

Details of the Bidder for Company: M/s _____ _____

Bidder Name:
Address (Reg) Office: Address Factory:
Telephone No (with STD Code): Fax No:
Email :
Contact Person Name : Designation: Mobile No:
Types of establishment : Manufacturer/Authorized Distributor/Dealer/Trader/Agent
Constitution of company : Proprietary/Partnership/Limited/Other
Year of Establishment :
Company PAN Card Number:
GST REGISTRATION NUMBER :
MSME CERTIFICATE NUMBER:
Manufacturing License Number: (Manufacturer/Authorized Distributor/Dealer/Trader/Agent)

For: Authorized Name & Signature

Date:

Stamp

Place:

ANNEXURE- III

DECLARATION FOR MARKET STANDING OF THE MANUFACTURER

(To be filled and signed by the BIDDER and to be submitted on non-judicial (franking) stamp paper of Rs. 100/- duly notarized)

AFFIDAVIT

To
Chittaranjan National Cancer Institute,
Newtown, Kolkata 700160

Subject: Tender No.____Due date _____

Sir,

I/We_____(Full name in capital letters) Proprietor/Partner/Director/Holder of Power of Attorney of _____, the business, establishment/firm/registered company do hereby in continuation of the terms and conditions underlying the tender form and agreed by me/us state on solemn affirmation as under:

I/We hereby confirm that I/We have been manufacturing and/or marketing the quoted products for more than/ less than three consecutive financial years prior to the date of issuance of tender. I/We agree to furnish the documentary evidence towards the same.

Whatever stated hereinabove is true and correct to the best of my/our knowledge, information and belief and I/we believe the same to be true.

1. **Copy of Market Standing Certificate**
2. **Market Standing Certificate Issue Date:**
3. **Period of Marketing as per Marketing standing Certificate (MSC):**
4. **Page no. of Document in uploaded Scan Copy (Do not put page nos. in range):**

Solemnly affirmed at____)

Dated this___day of___2023) Deponent

Before me,

ANNEXURE- IV

Drugs form

Form to be completed by authorized company representative for "each" quoted oncology brand

Company : _____

Drug Name : _____

Brand Name: _____

Sr. No.	Parameter	Yes	No	Number
1.	Number of original innovator drugs already approved and marketed in India / Europe / US / Others (may include non-oncology drugs)			
2.	Annual Research Budget a) Total (INR) b) % of Annual Turnover			Rs. _____ _____ %
3.	Does the Company have a separate Medical Department?			
4.	National recognition in terms of awards?			
5.	Does the company manufacture the drug in a fully owned/Third party/Loan License and operated facility for this drug? If yes, then name and location			
6.	Compliance of the Active Pharmaceutical Ingredient (API) to US Pharmacopeia and/or EU Pharmacopeia			
7.	Quality Assurance Program ➢ Does SOP exist? (if yes please provide a complete list) ➢ Batch rejection rate (for all drugs manufactured in the plant) in the year			_____%
8.	US FDA / EMEA inspected and approved manufacturing facility in India (should be wholly owned and operated by the company). If yes, name and location -			
9.	Does the company have a fully owned and operated manufacturing facility in US or Europe? If yes, name and location -			
10.	WHO GMP/cGMP Certification for a wholly owned and operated manufacturing facility			
11.	No. of chemotherapy drugs marketed by the company with list			
12.	No. of years since marketing approval in India for this brand. Pl provide initial			_____yrs
13.	Was this the first approved Indian brand for this drug?			
14.	Whether this brand is marketed in US or Europe or Japan?			
15.	Source of raw material for this brand – name of company and its nationality			

16.	Whether clinical data is available using this brand in any approved indication? 1. Indexed Publication (provide Ref.) 2. Data on File (provide copy)			
17.	Whether this Brand is:- a) Therapeutic Equivalent b) Bio Equivalent c) Chemical Equivalent (please provide the details)			
18.	Is this an original innovator brand?			
19.	Whether published data is available using this brand in a study from CNCI? (If yes, please provide Ref.)			
20.	No. of studies done at CNCI with this brand/ any otherbrand manufactured by the company (Please provide year and CNCI Protocol numbers inseparate sheet)			

Please Note:

1. Please provide attested copies of relevant documents/certificates for all of the above.
2. If wrong/incomplete information is produced the quotation will be treated invalid and shall be rejected.
3. Any attempt at falsification of facts will attract punitive action including but not limited to debarment from this and future bidding at this Institution.
4. To give in writing that company will not approach individual doctors / pharmacists in regard to R.C. – either before or after the R.C. is opened. Doing so would be eligible ground for disqualification of the company in the tendering process at CNCI (No attempt).
5. Any queries / questions should be mailed at cms@cnci.ac.in.

Authorized Company Representative

Name: -

Designation: _____

Signature: _____

Date: _____

ANNEXURE- V
DECLARATION FOR INABILITY TO QUOTE BY INDIAN MANUFACTURER/SUBSIDIARY

(To be filled and signed by the BIDDER and to be submitted on non-judicial (franking) stamp paper of Rs. 100/- duly notarized)

AFFIDAVIT

Date

To,
The Director
Chittaranjan National Cancer Institute
Newtown Kolkata

Ref : Tender No.

We (Co.name),_____who are established and reputable manufacturers of (list of items) having factories at (Address) _____
_____
_____authorize M/s (Distributor name)_____to quote for the above tender items on our behalf.

We would like to hereby state that we do have an Office/ Subsidiary based in India, by the name of _____ but our India Office/ Subsidiary cannot quote for the Tender because:

- We do not have Import License for this/these product/s in our name or
- We cannot quote for tenders of Govt. of India organizations or of autonomous bodies under Govt. of India entities _____
- <any other reason>_____
  (Ref Terms & Conditions of RC Tender)

We hereby extend our guarantee and warranty as per the conditions of tender contract for the goods offered for supply against this tender by the above firm as well as confirm to provide AMC/CMC as per the general term and conditions of the contract as applicable.

We understand that our representation of appointing a distributor shall be accepted or rejected depending on the discretion of the technical evaluation committee.

We guarantee that we will provide all the services as assured in the tender document and also as required by the concerned Principal / Institute in case of deficiency of service by the dealer / Indian agent.

1. **Attach copy of Letter of Authority from the manufacturer.**

For: Authorized Name & Signature

Date:

Stamp

Place:

ANNEXURE VI
NO CONVICTION DECLARATION
AFFIDAVIT BY THE BIDDER

(To be filled and signed by the BIDDER and to be submitted on non-judicial (franking) stamp paper of Rs. 100/- duly notarized)

To
The Director
Chittaranjan National Cancer Institute
Newtown Kolkata

Subject: Tender No.____due date _____

Sir,

I/We_____(Full name in capital letters) Proprietor/Partner/Director/Holder of Power of Attorney of _____, the business, establishment/firm/registered company do hereby in continuation of the terms and conditions underlying the tender form and agreed by me/us state on solemn affirmation as under:

i) I/We hereby state and declare that I/we have not been debarred/blacklisted/penalized by any Court of law/ Public or Private Hospital or State Government/Union Territory/ Government of India/ Government Organisation/Govt. Health Institution with regard to any Item quoted in the tender during any of the last five years.

ii) I/We hereby state and declare that none of the Proprietor/Partners/Directors of the Bidder as the case may be has been convicted of any offence pertaining to company affairs by any Court of law and sentenced to imprisonment/fine/penalty during the last five years.

iii) I/We undertake to disclose the details of the Court case, if any pending against me/us in the court of law including but not limited to poor quality/non-supply/late supply of the item manufactured by us. In such cases, Director, CNCI on behalf of CNCI reserves the right to reject the tender without assigning any reason thereof.

If I/we fail to submit such information during the tenure of contract and if such information reveals, that shall invite legal action and/or termination of the rate contract.

Whatever stated hereinabove is true and correct to the best of my/our knowledge, information and belief and I/we believe the same to be true.

Solemnly affirmed at____)

Dated this___day of___2023)

Deponent

Before me,

ANNEXURE VII
DECLARATION BY THE BIDDER

(To be filled and signed by the BIDDER and to be submitted on non-judicial (franking) stamp paper of Rs. 100/- duly notarized)

AFFIDAVIT

To
The Director
Chittaranjan National Cancer Institute
Newtown Kolkata

Subject: Tender No.____Due date _____

Sir,

I/We_____(Full name in capital letters) Proprietor/Partner/Director/Holder of Power of Attorney of _____, the business, establishment/firm/registered company do hereby in continuation of the terms and conditions underlying the Tender Form and agreed by me/us state on solemn affirmation as under:

I/We undertake that for products to which provisions of Fall Clause are applicable, I/We have not and will not sell or offer the same products at a lower price to any other Government, Public Sector or Private Sector Organization. In case of any instance of reduction in prices, I/We shall automatically apply the same to this rate contract as well.

I/We hereby state that the provisions of Fall Clause (Ref. Manual of Procurement of Goods, 2017 Para 8.1.14 Chapter 8) are applicable/ not applicable to all/some products quoted by us <List of Products (along with Tender Serial No. of each item) to which Fall Clause Provisions are applicable is attached>

I/We also state that for products to which provisions of Fall Clause are not applicable, the rates quoted by us are/ are not higher than the rates offered by us to any other Institution or Hospitals for any of the running contracts.

I/We confirm that the rates have been checked by me/ us and if approved I shall supply the items in specified period.

I/We declare that the offer made in this tender is not higher than that made to any other Private or Public Hospital.

I/We hereby further confirm that the choice/acceptance of the product will be made by Director, CNCI on behalf of CNCI, based on the merits/curative effect of the quoted product and also basedon the safety/acceptability and other parameters.

I/We hereby further confirm that the manufacturing facility will be made open for inspection to the representative authorized by Director, CNCI on behalf of CNCI.

I/We have read all the terms and conditions in Tender document for the rate contract 2023-25 & same are unconditionally acceptable to me/us.

Whatever stated hereinabove is true and correct to the best of my/our knowledge, information and belief and I/we believe the same to be true.

Solemnly affirmed at___) **Deponent**

Dated this___day of___2023)

Before me,

ANNEXURE VIII

3. CHECKLIST OF DOCUMENTS FOR COLD CHAIN SUPPLY LOGISTICS

Date:

NAME OF THE BIDDER: ……..

Sr. No	Checklist - II Documents for Cold Chain Supply Logistics	Yes/ No/ NA	Pg. No (Attached)	Remarks
1	SOP's for placing / receiving storing / packaging and dispatch of 2-8'C products.			
2	SOP for packing 2-8'C items is attached,			
3	SOP for ensuring that the supplier will deliver products at proper temperature.			
4	Report for all refrigeration units/cold rooms/freezers are calibrated and validated regularly, with identification of hot and cold spots, door open and power fail test.			
5	Record for availability of power back up for refrigeration units with alarms			
6	Report of 24x7 temperature monitoring of the 2-8'C storage with data logging systems with alarms and information to concerned personnel in case of temperature excursion.			
7	Report of frequency of alarm tests and process in case of temperature excursion			
8	Records for Calibration and validation of data loggers, IR/Temperature guns, etc on annual basis.			
9	Audit trial for cold chain products to be provided if requested by CNCI.			

** **NOTE:** If any of the above documents are not available, the Bidder needs to submit a letter to that effect stating the reason for the same. The decision of Director, CNCI on behalf of CNCI shall be final and binding regarding the qualification/disqualification of the bid. Bids of the bidders, who have not uploaded the required documents will be treated as non - responsive and will not be considered further.*

For: Authorized Name & Signature :

Date:

Stamp

Place:

ANNEXURE XI
DECLARATION BY THE BIDDER

Date:

TO WHOM IT MAY CONCERN

This is to inform that <*Name of the government and/or private institutions*> receives drug items from <*Name of the Bidder*> since <*date*> (three financial years 2019-20, 2020-21, and 2021-22)> till date.

He is the authorized distributor for following companies.

1. ……

Without prejudice this certificate is issued at the request of the vendor.

Authorized Signatory of the institution