

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

REQUEST FOR PROPOSAL NO- CNCI/N/S&P/281/PUR/2025/RSCOPE DATED 01 AUG 25 FOR PROCUREMENT OF SLIM 7 MM RESCTOSCOPE SET AT CNCI, NEW TOWN CAMPUS

1. Bids are invited through online module in GeM portal (URL: gem.gov.in) 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 GeM seller ID for online submission of bids. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at GeM portal.
3. Important information about date & time schedule of important events.

Ser	Particulars	Date & Time
(a)	Date of uploading of Documents online (Publishing Date).	As per GeM/ CPPP
(b)	Documents download start date (online).	As per GeM/ CPPP
(c)	Pre Bid Meeting (offline) at the Chittaranjan National Cancer Institute – Conference Hall of Hospital Building located at Street-299, DJ Block, New Town, Action area I, Kolkata 700160	NA
(d)	Bid submission Closing date (online).	As per GeM/ CPPP
(e)	Last date of submission of hard copy	GeM/ CPPP closing day
(f)	Date of Opening of Technical Bids in the prescribed web portal (online).	As per GeM/ CPPP
(g)	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)	Name/designation of the contact personnel	:	Pankaj Srivastava, Technical Officer (Store & Purchase)
(d)	E-mail ID's of contact personnel	:	to.sp2@cnci.ac.in

5. This RFP is divided into five Parts as follows:-

- (a) **Part I.** Contains general information and instructions for the Bidders about the RFP such as the time, place of submission and Opening of tenders, validity period of tenders, etc.
- (b) **Part II.** Contains essential details of the items/ services required, such as the schedule of requirements (SOR), Technical specifications, delivery period, mode of delivery and consignee

- details.
- (c) **Part III.** Contains standard conditions of RFP, which will form part of the contract with the successful Bidder.
 - (d) **Part IV.** Contains special conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) **Part V.** Contains evaluation criteria and format for Price
 - (f) **Annexure I** – Compliance matrix
 - (g) **Annexure II** – Financial Bid/ BoQ **(Not attached with this tender document)**
 - (h) **Annexure III** – Broad Scope of Work
 - (i) **Annexure IV** – Bid Security Declaration
 - (j) **Annexure V** – Tender Acceptance Form
 - (k) **Annexure VI** – Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document
 - (l) **Annexure VII** – Manufacturers Authorization Form
 - (m) **Annexure VIII** – Deviation Statement Form
 - (n) **Annexure IX** – Performance Statement Form
 - (o) **Annexure X** – Certificate regarding land border sharing clause.
 - (p) **Annexure XI** – Certificate regarding Make in India compliance.

6. This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(Pankaj Srivastava)
Technical Officer (Store & Purchase)

PART I
GENERAL INFORMATION & INSTRUCTIONS FOR BIDDERS ABOUT RFP

Submission of online bids at gem.gov.in is mandatory. Non adherence to the same will be considered as non acceptance of all the terms and conditions by the firm and the bid is liable to be rejected. In addition to online submission of bids, the bidder should also deposit hard copy of the bids to the unit within the promulgated 'Last date and time for depositing the bids' to facilitate internal processing of the case for sanction. The responsibility to ensure this lies with the Bidder.

1. **Bid Format.** The tenders are to be submitted in **Two Bid format** containing Technical Bids Commercial bids.

2. **Online submission of Bids.** Firms fulfilling the conditions and capable to undertake required services may submit bid form with the requisite documents. Failure to do as per instructions given below will render your offer invalid. Bids with relevant supporting documents indicated in this RFP are to be uploaded on GeM Portal (i.e. gem.gov.in). Non adherence to the same will be considered as non-acceptance of all the terms and conditions by the firm and the bid is liable to be rejected.

3. **Depositing Hard Copy of Bids.** In addition to online submission of bids, the bidder should **ALSO DEPOSIT HARD COPY** of the bids within the promulgated 'Last date and time for depositing the bids' to facilitate internal processing of the case for sanction. Bids are to be kept in sealed cover super scribing **'TENDER FOR PROCUREMENT OF SLIM 7 MM RESCTOSCOPE SET AT CNCI, NEW TOWN CAMPUS'** along with RFP Ref No., date of tender opening and name of your firm to avoid the Bid being declared invalid. Sealed Bids should be handed over to Technical Officer (Store & Purchase)/ Receipt and Dispatch Section or sent by Registered Post at the address given above so as to reach by the due date and time. It may be noted that hard copy of bid deposited without sealed cover may be summarily rejected. Non-submission/ Late submission of hard copy of bids may render rejection of bidder. Online Bids may only be opened wrt bidders who have deposited hard copy of bids by the due date and time. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Hard copy of Bids sent by FAX or e-mail will not be considered. Inside the sealed cover place sealed envelope containing the following:-

(a) Copy of RFP signed & stamped on all pages including compliance matrix & excluding price bid format.

(b) Documents indicated at '*List of documents to be submitted along with Technical Bid*' in Para 2 of Part II to RFP and Annexure I to RFP.

(c) EMD (wherever applicable) (Proof of exemption of EMD as per Para 15 of Part I of RFP is to be enclosed in lieu of EMD if applicable).

(d) Please super-scribe the RFP ref no., title – Q Bid or EMD and name of your firm on the sealed envelope. Failure to do as per instructions above may lead to invalidation of bid.

4. **Forwarding of Bids.** Bids should only be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, **GST** number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. Failure to do so can lead to rejection of bids. All the individual pages of bid are also required to be signed prior to submission of the bids.

5. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid

security.

6. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

7. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.** Further Bids will also be rejected in the following cases:-

- (a) The Bids received after tender closing date and time.
- (b) Bids not conforming to RFP terms and condition and technical specifications.
- (c) Bidders not agreeing to furnish EMD/ Security Deposit (If applicable).
- (d) Part receipt of bids i.e. complete bids in two parts viz. Q Bids and EMD.
- (e) Bid submitted with illegible hand writing/ overwriting/ scoring.
- (f) If the rates submitted by a firm are found to be manipulative in nature i.e. rates are not in conformation with the market rates for the corresponding equipment / capacity / service / spare.
- (g) Pool/ Cartel formation (a group of bidders quoting identical / supporting rates against a rate contract tender).

8. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

9. **Validity of Bids.** The Bids should remain valid for **180 Days** from the date of opening of the Bids. **Failure to do so can lead to rejection of bids.**

10. **Earnest Money.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **₹21,500.00 (Rupees Twenty One Thousand Five Hundred only)** along with their bids in the form of FDR or Cheque or DD in favour of “Chittaranjan National Cancer Institute, Kolkata” or Direct Credit and its legible scanned copy must be uploaded in the online portal and Hard copy of the EMD should be submitted in sealed envelope in the Office of Technical Officer (Store & Purchase) on or before the Date and Time of Submission of e-Bid. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. 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 MoHFW itself or registered as MSME. 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.

The FDR or BG submitted as EMD are subject to verification from issuing bank before its acceptance. If at any time the said instrument is found to be fake or not as a valid banking instrument, the bidder submitting such instrument shall be blacklisted and shall be debarred from participating in future tenders of the Institute.

The EMD of the successful bidder shall be returned after the successful completion of the contract and in case of unsuccessful bidders, the same will be returned after award of the contract. **CNCI, Kolkata shall not pay any interest on EMD to any bidder.**

11. CNCI, reserves the right to cancel the bid at any stage of tendering without giving any reason for the

cancellation.

PART II
ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** List of items/ services required is as follows:-

Procurement Of Slim 7 mm Resectoscope Set for the existing telescope of Richard Wolf make as per the enclosed list at Annexure III.

2. Technical Details and general terms. Placed at Annexure III.
3. Mode of bidding: Two Bid (Technical followed by Financial)

Documents comprising the bid: i.e. "Techno – Commercial Bid" and "Price Bid" prepared by the bidder shall comprise the following:

Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- (a) Scanned copy of **Tender Acceptance Form** to be uploaded.
- (b) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- (c) Scanned Copy of undertakings and Other Documents as per NIT.
- (d) Copy of Income Tax Return Acknowledgement for last Three years.
- (e) Copy of PAN Card
- (f) Copy of GST registration certificate.
- (g) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work completion certificate, payment certificate etc. for **last three years to** this effect must be submitted along with the offer.
- (h) All the documents other than this as sought in the tender document.

Price Bid: Price Schedule(s) as per BoQ format filled up with all the details of the goods offered to be uploaded.

4. **Delivery Period.** The Delivery of Equipment/ Instruments/ Accessories/ Apparatus should be made in good condition at the designated Dept. of CNCI, New Town, Kolkata or any other place specifically indicated in the Purchase Order by the bidder at their own cost. CNCI Kolkata is not liable for payments on account of Packing & Forwarding charges, Freight, Insurance and other incidental charges.

The firm will be bound to deliver/ install/ commission (as applicable) the item within **30 days** from the date of PO/SO. Thereafter suitable action as deemed fit, will be initiated. The institute will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.

If the supplier fails to deliver the goods on or before the stipulated date, then LD charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 5% of the total order value. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.

Part/Partial supply will not be accepted. For any part/partial supply, the total quantity should be completed within given delivery period. However, Part Billing is strictly prohibited.

The firm shall supply the equipment with proper packing and marking for transit so as to be received at destination free from any loss or damage.

The equipment should be adequately covered under transit insurance at the risk and cost of the bidder.

5. INCOTERMS for Delivery and Transportation. FOR (Free on Road). The definition of delivery period for the RFP will be DESTINATIONS.

6. Consignee Details. Chittaranjan National Cancer Institute
Campus - Street No.299, Plot No. DJ – 01,
Premises No. 02-0321, Action Area ID,
New Town, Kolkata – 700160

7. Inspecting Authority. The Director, CNCI or a suitable rep nominated by the Director.

PART III
STANDARD CONDITIONS OF RFP / TE

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender Enquiry mentioned below including the Additional Standard Conditions, which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the bid submitted by the bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect from the effective date agreed in the contract by both the parties and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from this effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be **mutually** settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration **of a sole arbitrator jointly appointed by both the Parties and the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereafter. The seat and venue of the arbitration shall be in Kolkata. The cost of arbitration shall be borne equally by both the parties.**
4. **Penalty for use of Undue influence.** The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any **gift, consideration, reward, commission, fees, brokerage or inducement to any person** in service of the customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offence by the contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract, shall render the contractor to such liability/ penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/ Agency Commission.** The contractor confirms and declares to the Buyer that the contractor is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the contractor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or Recommendation. The contractor agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the contractor will

be liable to refund that amount to the Buyer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the contractor who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the contractor has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency commission and penalty for use of undue influence, the contractor, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) The delivery of the services/material is delayed for causes not attributable to Force Majeure for more than Three months after the scheduled date of delivery.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) If ownership of the company becomes a disputed issue and the matter is taken to the court of law.
- (d) The delivery of services/material is delayed due to causes of Force Majeure by more than Three months provided Force Majeure clause is included in contract.
- (e) The buyer has noticed that the contractor has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (f) As per decision of the Arbitration Tribunal.
- (g) If the contractor fails to perform the assigned job for 3 times, even after extension of the agreed time frame or does a poor/ sub standard job repeatedly.
- (h) If the firm is under any legal or other disputes.
- (i) The contractor insists on a change in the contracted price.
- (j) The contractor's employees or contract labour engages in any illegal or unlawful activity while engaged in the performance of this contract.
- (k) In case of suboptimal performance by the contractor, the customer shall issue a show cause

notice to the contractor. In the event of continued inaction by the contractor despite reminders, the customer has the right to terminate the contract immediately.

(l) In case of short closure, the notice will be sent to the contractor and if the contractor fails to respond within 07 days of the acknowledgement, a second notice would be sent. Further if the contractor fails to respond within 07 days of the second acknowledgement it will be counted as acceptance of the short closure and the contract would be short closed.

(m) On account of any default on part of the contractor.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent. In case of short closure, the notice will be sent to the contractor and if the contractor fails to respond within 07 days of the acknowledgement, a second notice would be sent. Further if the contractor fails to respond within 07 days of the second acknowledgement it will be counted as acceptance of the short closure and the contract would be short closed.

11. **Transfer and Sub-letting.** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof, without prior intimation and written consent of Buyer.

12. **Amendments.** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

13. **Taxes and Duties.**

(a) **General**

(i) If Bidder desires to ask for GST / any other tax extra, the **same must be specifically stated**. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any duty / tax is intended as extra over the quoted prices, the Bidder must **specifically say so**. In the absence of any such stipulation it will be presumed that the **prices quoted are firm and final and no claim on account of such duty / tax will be entertained after the opening of tenders.**

(iii) If a Bidder chooses to quote a price inclusive of any duty / tax and does not confirm inclusive of such duty / tax so included is firm and final, he should clearly indicate the rate of such duty / tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty / tax upto any value of supplies from them, he should clearly state that no such duty / tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate / quantum of any duty / tax, it should be brought out clearly. Stipulations like, the said duty / tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty / tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty / tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty / tax upward / downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the **extent of actual quantum of such duty / tax** paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the Buyer by the Firm. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Firm. Section 64(a) of Sales of Goods Act will be relevant in this situation.

(vi) In case of extension of delivery period, any increase in taxes, duties, levies etc will not be paid to the seller. In case of decrease, the difference to be passed on to the buyer.

(b) **Customs Duty.**

(i) For imported stores offered against forward delivery, the Bidder shall quote prices there of exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (aa) Triplicate copy of the bill of entry; (ab) copy of bill of lading; (ac) a copy of foreign 'principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/ quantity in the bill of entry related to the stores imported against Govt CUSTOMER.

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the Custom duty subsequent to the payment of duty to the customs authorities by them.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by firm to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the CUSTOMER.

(c) **Goods and Services Tax (GST).**

(i) GST will be paid to the seller at the rates applicable based on description, HSN / SAC code and the relevant schedule of CGST Act.

(ii) In pursuance with Section 171 (1) of CGST Act, an undertaking is to be effected by the seller declaring that " Any reduction in rate of tax on any supply of goods and services or the benefit of input Tax credit (ITC) shall be passed on to the receipt by the way of commensurate reduction in prices." Further, in case it is detected by the government that any ITC has accrued to the seller as result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same accordingly to the Paying Authority, giving details and particulars of the transactions. Format for which is placed at **Annexure II**.

(iii) Unless otherwise specifically agreed to in terms of the Contract, the Buyer shall not be liable for any claim on account of fresh impositions and / or increase of GST on raw materials and / or components used directly in the manufacture of the contracted stores taking place during pendency of the Contract.

14. **Other terms and conditions:**

(a) The firm will not subcontract or permit anyone other than the firm personnel to perform any such services, work or any other performances required of the firm under this agreement without prior written consent of the buyer.

(b) The firm shall remain liable to and shall indemnify the owner in respect all cause of action, claims, damages, compensation or costs, charges and expenses arising out of any accident or injury, sustained by the engineers due to any act, default or negligence, error in judgement on his part or on the part of his engineers.

(c) Any damage to the item occurred during the delivery/ installation (as applicable) shall be made good by the firm at their own expense.

(d) No charges, modifications and alterations in the contract agreement shall be effective unless they are in writing and signed by both the parties.

(e) The parties agree to comply with all laws, rules and regulations of all governmental authorities, which are applicable under this agreement.

15. **Qualifying Criteria for Vendors:** Following are the qualifying criteria for the vendors:-

(a) The vendor must be an Indian registered firm.

(b) The vendor should have a registered office/maintenance facility at Kolkata with requisite facilities so as to ascertain quick turnaround of inventory while maintaining good supply chain management.

(c) The vendor should have registered with custom and excise authorities and should have valid GST registration number.

(d) Other evaluation criterions are elaborated in Part V of the RFP.

PART IV
SPECIAL CONDITIONS OF TENDER ENQUIRY

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the buyer. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.

1. **Performance Security.** The successful Bidder will be liable to deposit 5% of value of the Contract/ Purchase Order (including taxes) as Performance Security Deposit in favour of "CNCI, Kolkata" by way of DD or Cheque (duly endorsed in favour of Chittaranajan National Cancer Institute, Kolkata) or NEFT or RTGS or Direct Credit from a nationalized/ Commercial Bank. These instruments are subject to verification from issuing bank before its acceptance by the authorities.

The Performance Security should be valid for 26 months from date of supply/ installation (as applicable), which is refundable after 2 months of expiry of the contract/warranty period of 02 (Two) years subject to successful fulfilment of terms and conditions and on receipt of requisite "No Dues Certificate" from the concerned Departments /authorities.

The security deposit can be forfeited by the Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 15% plus/minus increase or decrease the quantity of goods up to that limit without any change in the terms and conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Payment Terms for Indigenous CONTRACTORS.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details, so that payments could be made through ECS/ EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS. 100% of the payment will be made on delivery and acceptance by the user.

4. **Advance Payments.** No advance payment(s) will be made.

5. **Paying Authority/ Documents required for Payment.** The firm will be paid 100% through Paying Authority on successful delivery of item, commissioning and User clearance certificate issued by Buyer. Bills to be submitted within 10 days of completion delivery/ installation. Usual time for payment is maximum 90 days. All payments will be made by Account Officer after deducting necessary amount as per financial regulations in place at that time. The following documents (as applicable) are required to be submitted along with the bill for processing the payment:-

(a) Ink-signed copy of Commercial invoice/ contractor's bill addressed to The Director, Chittaranjan National Cancer Institute, 2nd Campus – Street No.299, Plot No. DJ – 01, Premises No. 02-0321, Action Area ID, New Town, Kolkata – 700160, West Bengal, India.

(b) Copy of Work Order/ Contract.

(c) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc as applicable.

- (d) Exemption certificate for Excise duty/ Customs duty, if applicable.
- (e) Guarantee/ Warranty certificate.
- (f) Performance Bank guarantee.
- (g) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (h) Delivery completion/ Satisfactory installation/Work completion Certificate (if applicable).
- (i) Certificate regarding fall clause.
- (j) Any other document / certificate that is asked in the purchase/ work Order.

6. **Quality.** The quality of the stores delivered/works carried out according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in contractor's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the customer. Such modifications will be mutually agreed to. The contractor confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the contractor in the past if any. The contractor shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

7. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. **OEM Genuine products would be verified by the CNCI.** However, where OEMs do not exist, minor aggregates and spares can be sourced from authorised vendors subject to quality certification.

8. **Remedy for Bad Work** If it shall appear to the Owner or his representative in charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer specifying the work, materials or articles complained notwithstanding that the same may have been inadvertently passed, certified and paid for , forthwith rectify and remove and reconstruct the work, so specified in whole or in part as the case may require, at his own risk and cost and in the event of his failure, the Engineer may rectify or remove and re-execute part or whole of the work with new materials after dismantling the rejected works at the risk and cost in all respects of the contractor.

9. **Engagement of labour and labour Regulations**

- (a) The contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Owner/Engineer.
- (b) The contractor shall not employ, in connection with the works, any person who is a minor as laid down in the prevalent laws.
- (c) The contractor shall pay to the labour, employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the central Labour Laws / Labour

Regulations.

(d) The contractor shall, in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be completed with the contractor's labour Regulations in regard to all matters provided therein.

(e) The contractor shall comply with the provision of the latest payment of wages act, Central Minimum wages Act, Owner's Liability Act, Workmen's 23 compensation Act, Industrial Disputes Act, and the Maternity Benefit Act, the contract labour (Regulation and Abolition) Act, or any modifications thereof or any other law relating thereto and rules made there under from time to time.

(f) The contractor shall indemnify Owner against any payments to be made under and for the observance of the Regulations aforesaid, without prejudice to his right to claim indemnity from his subcontractors.

(g) The decision of the Owner in matters relating to the reports from the Inspecting Officers shall be final and binding and deductions for recovery of any liquidated damages in this respect may be made from any amount payable to the contractor.

(h) Observance by Sub-Contractors The contractor shall be responsible for the observance by sub-contractors employed by him in the execution of this contract, of the provisions hereof and applicable laws, rules and regulation.

(i) CNCI will not be liable for any health issue/ accident/ incident of any employee of firm during course of discharge of their duties/ installation/ delivery/ trials/ commissioning/ fitment.

10. **Quality Assurance & Quality Control**

(a) Quality of work is paramount. Best prevailing building/ industry practices should be followed throughout the Contract. Contractor will only deploy qualified/experienced manpower to ensure quality, planning and managerial function.

(b) In order to assure the quality of Contracted work/ services/ supply/ repair/ refit/ maintenance and exercise effective control, the work executed by the contractor will be in accordance with customers inspection schedule as applicable followed by preliminary stage and final inspection. The Contracted work/ services/ supply will be undertaken as per **Specified Standards** and quality norms. Ensuring and maintaining quality will be the responsibility of the buyer **Additional Third Party Inspection or the Services of Professional Certifying Agencies may be mentioned as applicable in respect of items of special use.**

11. **Guaranty.** 24 Months Onsite Guaranty. The Bidder will submit a written Warranty /Guarantee from the manufacturer for 24 (Twenty) months Onsite Warranty for trouble free functioning and maintenance of the item from the date of supply/ installation & commissioning (as applicable) absolutely at no extra cost to the institute. It should ensure that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 02 years after the warranty / guarantee period of two Years. Conditional warranty like mishandling, manufacturing defects etc. is not acceptable.

12. **Indemnity.** The contractor shall indemnify the customer against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the contractor's work or for dues of any kind whatsoever, and the customer shall not be bound to defend any claim brought under the Workmen's Compensation Act, 1923 or Payment of Wages Act 1936, or any other statutory Act or Law in force from time to time and applicable to the said work unless the contractor first deposit with the customer a sum sufficient to cover any liability which customer may have to incur in relation to such proceedings.

13. **Risk & Expense Clause**. Following are the conditions under Risk and Expense clause:-

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the customer shall after granting the contractor 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications/parameters provided by the contractor during the check proof tests to be done in the customer's country, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the customer shall, having given the right of first refusal to the contractor be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good appropriate to such default.

(d) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(e) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the contractor.

14. **Force Majeure Clause**. Following are the conditions under Force Majeure clause:-

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on terms provided in agreement for the goods received.

15. **Delivery/Contract Schedule**: The contracted work is to be commenced immediately with the placement of order.

16. **Commercial Aspects:** Prices must be quoted inclusive of packing, forwarding, freight charges, transit insurance and any other charges including taxes of all components requiring replacement and repairs.

17. **Minimum Wages Act** – Selected Bidder should undertake that during the subsistence of this agreement they will not deploy any personnel / individual below the High Skilled Minimum Wages (Central) as fixed by Ministry of Labour and Employment, Government of India on this behalf from time-to-time, as per the provisions of Minimum Wages Act or any other Act/Law as applicable.

General terms and conditions:

18. Tenders should be quoted only by the original manufacturer (OEM) or their authorized distributor or selling agent, who shall submit a current authority letter in support of the same from the original manufacturer (OEM) concerned in the format given at “**Annexure- VIII**”.

Bidders are required to quote strictly as per specifications of the Equipment/Instruments/Apparatus. Deviation if any to specification, must be brought out clearly giving deviation statement as per **Annexure- IX**.

Additional features if any, should be listed separately in the offer.

19. The Equipment/Accessories/Apparatus supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the clauses hereof. The purchaser will be entitled to reject the said Equipment/ Accessories/ Apparatus/ articles or such portion thereof as may be discovered not to conform to the said description and quality.

21. **Bidders are required to arrange a demonstration of the instrument/equipment during technical evaluation process, if required by technical evaluation committee at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bid document specifications, before the opening of the price bid. Failure to arrange for a demonstration on the given date may lead to technical rejection of the bid. Item may be kept for a week or longer for detailed evaluation, however not exceeding 15 days. Cost of organizing such demonstration shall be borne by the bidder. Only 7 days' time will be given for demonstration**

23. **Tender acceptance.** Submission of tender acceptance form, will be suo-moto considered as acceptance of all terms and conditions of tender, irrespective of bidder has shown non acceptance at any document.

PART V
EVALUATION CRITERIA & PRICE BID ISSUES

1. The evaluation will be carried out in three stages as indicated below:-

(a) **Vendor Evaluation:**

(i) **Mandatory Quality Certifications:** Vendor should have quality certification(s) such as ISO certificate/ BIS/ CDSCO etc. Failure to comply with this condition will disqualify the vendor. The mandatory quality certification as stated above must be active and valid during the currency of the complete project. Appropriate documentary proof for the periodic internal and external audits must be furnished along with the Technical Bid.

(ii) **Past Experience:** The vendor must have implemented at least **two such project during the last three years** before the date of issue of this RFP, for the **Govt. Department or Govt. research institute or Govt. hospital**. All these conditions are mandatory. Failure to comply with any of the above conditions will disqualify the vendor.

(iii) Vendors are to have local presence for prompt response, readily available spares, and expeditious repairs and are to be able to position resident engineers.

(iv) Compatibility certificate from the OEM and satisfactory report (minimum 2) from any two existing clients to ascertain the proven test record of the equipment to be supplied is properly compatible with Richard wolf telescope already available in CNCI.

(b) **Technical Evaluation:**

(i) A parawise technical compliance matrix for all features listed in the RFP is to be given. If any feature cannot be complied with, the same needs to be brought out by the vendor providing detailed justification. Only those additional features which significantly enhance the performance of the system are to be indicated and justified.

(c) **Computation of L1 Vendor:**

(i) Computation of L1 would be determined on the Commercial bid submitted in the format would be determined on overall project cost.

(ii) Should the decision to include the optional items be taken the same would then also be included for computation of L1.

2. **Evaluation Criteria**. The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder. **The L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/ Local government on final product as quoted by the bidders.**

(c) **Seller has to submit a copy of registration certificate under GST along with the bids. In case the firm of unregistered under GST, the same has to be communicated by the seller on their letterhead.**

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If

there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) Levis, taxes and duties levied by central/state/local government on final products will be paid by the buyer on actual, based on reliving documentary evidence. Taxes and duties on input items will not be paid by bier and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(f) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

COMPLIANCE MATRIX FOR TECHNICAL PARAMETERS
(TO BE ATTACHED WITH T-BID)

S. No.	Parameter	Supporting Document	Page number
1.	Details of EMD/Bid Security submitted/ Exemption, if any, with supporting documents.		
2.	Documents regarding the Constitution of the firm/ownership/partnership/ incorporation i.e. Trade license/ certificate of registration (under Shops & Establishment Act of concerned state/ Certificate of enlistment/ Companies (Incorporation) rule 2014, any other certificate will be rejected.		
3.	Photo-copies of IT/ PAN		
4.	Photo-copies of GSTN Registration Certificate		
5.	Proof of experience as per tender condition.		
6.	Duly CA certified annual turnover, balance sheet and IT returns of the last three financial years (2022-23, 2023-24 and 2024-25)		
7.	Non-blacklisting certificate on firm's letterhead.		
8.	Affidavit that the firm has no Vigilance case/ CBI/ FEMA case pending against it on firm's letterhead.		
9.	Fall Clause undertaking on firm's letter head.		
10.	Valid certifications like ISO/ BIS/ CDSCO (As applicable)		
11.	Eligibility Declaration as per format.		
12.	Local registered office details with name, email and mobile number of a Key person, who can be contacted at any time. The person should be capable of taking decisions and making arrangement for bio medical waste management service at CNCI, Kolkata.		
13.	Completely filled and signed Annexure I & II.		
14.	Complete tender document signed and stamped.		
15.	Tender Acceptance Form (Annexure IV) on firm's letter head.		
16.	Manufacturer Authorisation form (Annexure V).		
17.	Deviation Statement Form (Annexure VI).		
18.	Performance Statement form (Annexure VII) along with supporting documents.		
19.	Certificate regarding rule 144 (xi) of GFR 2017(Annexure VIII)		
20.	Certificate regarding MII clause (Annexure IX)		
21.	Willingness that firm has quoted for all items on firm's letter head along with brand name.		
22.	Any other documents, if required.		

Note: In case necessary documentary proofs are not enclosed the firm would be rejected.

Signature and Stamp of firm

DETAILED TECHNICAL DETAILS**PROCUREMENT OF PROCUREMENT OF SLIM 7 MM RESCTOSCOPE SET AT CNCI, NEW TOWN CAMPUS**

CNCI is having an existing resectoscope with telescope of Richard Wolf Make which is basically for diagnostics purpose only. For clinical indications like endometrial polypectomy, transcervical resection of EM etc., CNCI requires resectoscope with smaller dimension which can be used for therapeutic purpose as well. Hence all the prospective bidders are required to provide the product which is perfectly compatible with the existing setup of Richard Wolf. Details of the required product is as follows:

<u>Ser</u>	<u>Surgical Instruments</u>	<u>Unit</u>	<u>Qty</u>
1	Outer Sheath for resectoscope 21FR/7MM	Nos	01
2	Inner Sheath for Resectoscope 19FR	Nos	01
3	Working element with open handle, passive cutting/ active acting	Nos	01
4	Viewing Obturator	Nos	01
5	Obturator	Nos	01
6	Working insert for resectoscope for auxiliary instrument up to 7FR	Nos	01
7	HF bipolar connection cable for generators	Nos	01
8	HF Monopolar connection cable, length 3M	Nos	01
9	Flexible fiber light cable dia 2.5mm, length 2.3 mtr.	Nos	01
10	Cutting electrode		
	Bipolar, pack of 3, packed singly, sterile	Nos	01
	Monopolar, Multiuse, loop round, 0.3 mm	Nos	01
11	Roller Electrode		
	Bipolar, pack of 3, packed singly, sterile	Nos	01
	Monopolar, Multiuse, Roll	Nos	01

Note – Must mention the **name of brand which is to be supplied in ATC document.**








Specification:



- Price of individual instruments should be quoted separately.
- Instruments should be made of high quality **stainless steel of 410/ 420 grades** and should be rust-proof with glass bead blasting finish (**Document submission is mandatory**).
- Physical demonstration of the quoted instruments is mandatory as per the departmental requirement.** Proper instrument catalogue showing all quoted instruments with detailed specifications should be submitted.
- All instruments should be ISO/ USFDA certified or European CE certified with unique 4 digit identification code supported by documentary certificates and should have guarantee for 5 year or more.
- Bidder have to make sure that they participate for all the items and in this context firm has to submit a **willingness that they are quoting for all the items in technical documents.** Firm's not abiding to this will be unilaterally rejected in technical evaluation or at later stage.

8. **Only OEM's/ authorised dealers of OEM** can participate in this tender. Submission of relevant document in this regard in ATC documents for technical evaluation is mandatory.

9. Repeat orders for same quantity or altered quantity may be offered to financially qualified firm within one year of award of Purchase Order.

10. Pictorial representation of the items is as follows:

SN	DESCRIPTION
1	 <p>OUTER SHEATH FOR RESECTOSCOPE 21 FR/ 7 MM</p>
2	 <p>INNER SHEATH FOR RESECTOSCOPE 19 FR</p>
3	 <p>OR</p> <p>WORKING ELEMENT WITH OPEN HANDLE, PASSIVE CUTTING/ACTIVE CUTTING</p>
4	 <p>VIEWING OBTURATOR</p>
5	 <p>OBTURATOR</p>
6	 <p>WORKING INSERT FOR RESECTOSCOPE FOR AUXILIARY INSTRUMENT UP TO 7 FR</p>
7	 <p>HF BIPOLAR CONNECTION CABLE For KLS Martin generators, M-version</p>

8	HF MONOPOLAR CONNECTION CABLE, LENGTH 3 M
9	Flexible fiber light cable, dia 2.5 mm, length 2.3 m
10	<p>CUTTING ELECTRODE</p>  <p>Bipolar, pack of 3, packed singly, sterile – Monopolar, Multiuse, loop round, 0.3 mm</p>
11	<p>ROLLER ELECTRODE</p>  <p>Bipolar, pack of 3, packed singly, sterile Monopolar, Multiuse, Roll</p>

TENDER ACCEPTANCE FORM

To

The Director,
Chittaranjan National Cancer Institute (CNCI),
Street no. 299, DJ Block, Action Area 1,
Newtown, Kolkata:-700160

Ref. Your NIT/RFP No.: _____, due for opening.
We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items for which Contract has been concluded, in accordance with the delivery schedule specified in the Schedule specified in the schedule of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your NIT. in terms of, read with modification.

We agree to keep our bid valid for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security / Performance Security.

Name: _____

Business Address _____

Place: _____

Date: _____

Manufacturers' Authorisation Form

(The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.) (Only one authorisation for authorised distributor will be accepted from one OEM)

Date : ***Insert date (as day, month and year)*** of Bid Submission Tender No. : ***(Insert number from Invitation for Bids.)***

To
The Director
CNCI Kolkata

WHEREAS

We (***Insert Complete name of Manufacturer***), who are official manufacturer in (***Insert type of goods manufactured***), having factories at (***insert full address of Manufacturer's Factories***), do hereby authorise (***Insert Complete Name of Bidder***) to submit a bid the purpose of which is to provide the following equipment, manufactured by us (***insert name and or brief description of the equipment's***), and to subsequently negotiate and sign the contract.

We accept the Warranty / Guarantee condition mentioned in the tender documents of CNCI Kolkata.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of spare parts & consumables for the period of 10 years for supplied equipment to CNCI Kolkata.

Signed : (*insert signature of authorised representative of the manufacturer*) **Name** : (*insert complete name of authorised representative of the manufacturer*)

Duly authorised to sign this authorisation of behalf of: (***insert complete name of manufacturer***)

Date on _____ day of _____, _____ (***insert date of signing***)

Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the tender Specifications.

Specification	Deviations	Remarks (including Justification)

Place:

Date: Signature and seal of the Manufacturer/ Bidder

Note:

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating " No Deviations"

Performance Statement Form

Name of the Firm

SI No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order (Equipment)	Have the items been installed & commissioned satisfactorily (Yes/No)

Signature and seal of the manufacturer / Bidder

Place :

Date :

Note : Documents to be attached in support of the above (i.e., recent PO copies for supply of similar equipment to other Govt entities/ PSU)

Format for Self Certification: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

CERTIFICATE

In line with O.M. “**Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**” vide office memorandum no. F.No.6/18/2019-PPD, Ministry of Finance dt. 23.07.2020, “I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder M/s _____ is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder M/s _____ fulfils all requirements in this regard and is eligible to be considered for procurement on GeM.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successor can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rule along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Format for Self Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

In line with Public Procurement (Preference to Make in India) Order 2017- Revision vide no. P-45021/2/2017-BE-II dt.04.06.2020, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (20% / 50%) as defined in above orders for the material against Tender/GeM Bid No. _____.

Details of location at which local value addition will be made are as follows:-

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successor can be debarred for up two years as per Rule 151 (iii) of the General Financial Rule along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory