

Chittaranjan National Cancer Institute

**37, S. P. Mukherjee Road,
Kolkata- 700026.**

Notice Inviting e-Tender No: CNCI/ eNIT-28/2019

The Director, Chittaranjan National Cancer Institute, invites online submission of e-tenders on **<http://eprocure.gov.in>** for supply and installation of the following Equipment:-

Sl. No.	Name of the Equipment/ Instrument.	Name of the Department.	Quantity	EMD (Rs.)	Estimated Cost(Rs.)
1	LAP Instrument (Items as per list attached)	OT	LOT As per attached list .	20,000.00	10 lakhs.

Last date of submission of Tender --- upto 14.00 hrs. on 29.07.2019.

Date and time of opening of Tenders --- after 14.30 hrs. on 30.07.2019.

Bidders interested to participate can view the complete set of tender documents on CNCI website: www.cnci.org.in and/or <http://eprocure.gov.in>.

Director
Chittaranjan National Cancer Institute
37, S.P. Mukherjee Road , Kolkata -700026.

Chittaranjan National Cancer Institute
37, S.P. Mukherjee Road, Kolkata -700026

Ref. No:

Date :

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(Through e-procurement mode only-<http://eprocure.gov.in>)

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The tender documents must be accompanied with scanned copy of EMD in the form of Demand Draft (DD) in favour of the Director, CNCI, Kolkata, payable at Kolkata (Refundable as per rule). Original Demand Draft for EMD must be submitted to the Director, CNCI, Kolkata positively with the stipulated due date and time , failing which the tender shall be summarily rejected.

CNCI does not take any responsibility for the delay/ non submission of tender.

Note:-

- 1). Bidders who wish to participate in this tender will have to register on [http:// www.eprocure.gov.in](http://www.eprocure.gov.in) . Further, bidders who wish to participate in online tenders will have to procure digital certificate as per information technology act 2000, using which they can sign their electronic bids.
- 2). Bidders shall submit their bids online in electronic format on above mentioned website : within the time and date mentioned above.

LAP Instrument – 01 set.

FILE NO :HA-688/2019-20.

- I. **VERESS NEEDLE** : it should be with spring action blunt style 10 cm-**01nos.**
- II. **TROCAR sleeve, 10 mm** capacity, working length should be 10cm – **06 nos.**
- III. **TROCAR sleeve, with insufflation tap, 5.5 mm,** working length should be 10cm – **06 nos.**
- IV. **TROCAR REDUCER** : 10mm to 5mm- **05 nos**
- V. **FENESTRATED GRASPING FORCEPS,** both jaws opening, WL 310 mm comprising: Jaw insert, sheath tube isolated, handle with locking mechanism, swiveling. Should be Rotatable, dismantable and autoclavable. **5 mm- 02 nos**
- VI. **CURVED BIPOLAR SCISSORS,** 5mm, curved left, both blades opening, "Metzenbaum", WL 310 mm comprising: Jaw insert, sheath tube isolated, handle without locking mechanism, swiveling. Should be Rotatable, dismantable and autoclavable.- **01nos.**
- VII. **METZENBAUM STRAIGHT SCISSORS,** Rotating and detachable **5mm , 31-33 cm WL -01nos.**
- VIII. **ATRAUMATIC LUNG GRASPER** 10mm, 31-33 cm WL- **01 nos.**
- IX. **CLIP APPLICATOR** for medium large (LT-300/400), ethicon clips. Rotatable, Size **10mm** with guide sleeve.-**01nos**
- X. **MODULAR NEEDLE HOLDER CURVED LEFT** with carbide insert, 5mm, 310mm length Handle – Axial Design rotatable with locking mechanism, one jaw opening, locking mechanism can be disabled. Complete set: Inner section with sheath tube, handle-- **01Nos**
- XI. **HEMOLOCK ENDOSCOPIC APPLIERS MEDIUM LARGE ,5mm, WL 32cm - 01**
- XII. **LIVER RETRACTOR, FAN SHAPED 5 BLADE- 01**
- XIII. **ATRAUMATIC INTESTINAL(BOWEL) GRASPING FORCEPS ,** both jaws opening, WL 31-42 cm comprising: jaw insert, sheath tube, isolated, handle with locking mechanism, swiveling. Should be Rotatable, dismantable and autoclavable.
 - i. 20mm jaw - **01 nos**
 - ii. 10mm jaw-**01nos**
- XIV. **GRASPING FORCEP BIPOLAR,** 5mm, both jaws opening, WL330 mm comprising: jaw insert, sheath tube, isolated, handle with locking mechanism, swiveling. Should be Rotatable, dismantable and autoclavable.- **01nos**
- XV. **RIGHT ANGLE DISSECTING FORCEPS(90 DEG) , 31 CM, 05mm-01 nos.**
- XVI. **BIPOLAR MARYLAND DISSECTOR 5MM, 31 cm- 02nos**
- XVII. **HOOK ELECTRODE** should have diameter 5 mm and working length 340 mm. - **01nos**
- XVIII. **SPATULA ELECTRODE,** 340mm length, 5mm, monopolar, insulated-- **01Nos.**
- XIX. **SUCTION AND IRRIGATION CANNULA** 5mm, thumb control, 290 mm working length.-**01 nos**

ELIGIBILITY CRITERIA

The tenderer/ Vendor should have experience to supply of surgical instrument in State/ Central Govt./ Autonomous Body or any reputed institution. List of current users in India to be submitted.

The Agency should furnish attested copies of the following documents:-

- 1). Copies of Income Tax/ Service Tax returns for the latest three assessment years.
- 2). Copy of Trade License essential for carrying out the activities under the contract.
- 3). GST enrolment Certificate.
- 4). Copy of PAN CARD of the Proprietor/ Partner/ Company.
- 5). Copy of GST Return submitted
- 6). Details of experience with documentary evidence. List of existing users and performance certificate is to be provided.
- 7). Last paid Challan for P-tax.

Sl. No.	Particulars.	Date & Time.
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date).	06.07.2019 11.00hrs
2.	Documents download/ sell start date (Online).	07.07.2019 14.00 hrs
3	Pre-Bid Meeting	15.07.2019 15.00 hrs
4.	Documents download/ sell end date (Online).	29.07.2019 upto 14.00 hrs.
5.	Bid submission start date (On line).	07.07.2019 14.00 hrs
6.	Last Date of submission of original copies for the Earnest Money Deposit (Off line).	29.07.2019 upto 14.00 hrs..
7.	Bid Submission closing (On line).	29.07.2019 upto 14.00 hrs.
8.	Bid opening date for Technical Proposals (Online).	30.07.2019 14.00 hrs.
9.	Date of uploading list for Technically Qualified Bidder (online).	Will be notified later.

1. The Director, Chittaranjan National Cancer Institute invites bids from original equipment Manufacturer/ Importers/Authorized dealer for Supply of Surgical Instruments for OT . Those who are in the similar business for the last three years and providing the same service to Central/State Govt./Reputed Private Hospitals or autonomous bodies may send their bids both Technical and Commercial in sealed envelopes .

2 . Complete Tender Document may be obtained from [http:// www.eprocure.gov.in](http://www.eprocure.gov.in) / www.cnci.org.in .

3. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Earnest Money Deposit (EMD) as per schedule of requirement in the form of Demand Draft issued in favour of The Director, Chittaranjan National Cancer Institute , drawn on any scheduled bank payable at KOLKATA The bids received after the deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible.

4. NOTE : The EMD should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

5. The sealed envelopes are to be deposited in the tender box placed at the purchase dept CNCI or may be sent through registered/speed post addressed to The Director , Chittaranjan National Cancer Institute ,KOLKATA .

Earnest Money Deposit (EMD)

Public Sector Undertakings and MSMEs registered within the State/Country exempted from remittance of EMD subject to submission of valid documents, provided all the offered products shall be manufactured in India .

EMD of unsuccessful tenderers will be discharged/returned as promptly through online transfer .

The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security .No interest will be paid for the EMD submitted .

The EMD will be forfeited, if a tenderer:

- 1) Misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during verification of tender process.
- 2) withdraws its bid after the opening of technical bid
- 3) a successful tenderer, fails to sign the contract after issuance of Letter of Intent
- 4) fails to furnish performance security after issuance of Letter of Intent.

Deadline for submission of tender.

Tenderers shall upload all the necessary documents in the e- tender portal before the last date & time for online submission and The Tender Inviting Authority shall not be held liable for the delay .

The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

Modification and Withdrawal of Bids

The tenderer can modify or withdraw bids submitted online before the last date & time for online submission .

Period of Validity of Tender

The tender must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

The successful tenderer upon entering into a running contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer

Acceptance / Rejection of tenders:

It is also not necessary that the offer of the firm quoting the lowest rates shall be accepted. Usually the lowest offers of tenderers qualified for the price bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are provided in such price bid .

Notices

The Tender Inviting Authority shall publish the following information on its website or e-tender portal at the appropriate time as part of ensuring transparency in the tender process .

The tender notices, documents, corrigendum, addendum etc if any

Amendments to the tender conditions, if any, especially after the pre- tender meeting.

Special terms and Conditions:

- i. All items should be made of rust free High surgical graded steel and preferably dull finished .
- ii. Each Instrument Shall bear Company's Logo and Item code No.
- iii. All Items quoted should be auto clavable & re-useable .
- iv. There should not be any disposables in the quoted products .
- v. The Manufactureer should possess ISO :9001 & ISO 13485.
- vi. Supplier should have at least Rs. 4 Cr. Annual Turnover .

Technical Specifications:

Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in Technical Specification and "Quality Control Requirements' under Sections Technical Specifications and Quality Control Requirements Quality Control Requirements of this document

Documents establishing Good's Conformity to TE document

The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications another technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

Technical compliances must be uploaded along with supporting documents

Tendering System

The tenders / bids are to be submitted on-line in two covers in the e-tender portal .

PART-I entitled as TECHNICAL BID. The technical bid shall be submitted in the e-tender portal .The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions

PART II titled as PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

Pre Tender Meeting

A pre-tender meeting will be convened to clarify the doubts of the prospective tenders. The CNCI may or may not amend the terms and conditions as well as technical specifications of the tender document after the pre-tender meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids .

Amendment of tender documents

At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment .

Contents of online Bid submission

Earnest Money Deposit, Annual turnover statement for last three years certified by the auditor, Price Bid format as per the format available in e tender portal.

Documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc

Audited copies of the P&L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors

Copy of IT returns filed for the last three completed years.

Technical literature, product data sheet.

Copy of Quality Certificate requested as per the technical specification

Price Bids

The Price bids (BOQ) of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation and demonstration .

Award of Contract

The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after price bid opening.

Signing of Contract

The successful tenderer shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period

The successful tenderer shall submit bank guarantee- a performance security of contract.

Delivery and Installation

The successful tenderer shall visit the scheduled institution and recommend pre installation requirements at each institution. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulate period, Tender Inviting Authority shall deduct LD charges as per the tender conditions.

The successful tenderer will have arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

The installation report and one month performance reports shall be submitted separately, in a single sheet printed back to back and shall be submitted individually for each equipment installed.

The successful tenderer after installation of equipment has to be arranged a training program to CNCI staff for successful operation of the equipment .

Payment

The payment of the first installment of the price agreed will be made within thirty days from the date of installation of the equipment with its all necessary accessories at the user CNCI specified in the supply order, on submission of Installation Certificates, warranty certificate invoice and signed challan from CNCI Stores. .

The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it. No advance Payment is allowed .

The successful tenderer shall not claim any interest on payments against supply and EMD.

Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful tenderer at actual ..

Guarantee/Warranty terms:

The successful tenderer has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. No defect arising from design, materials or workmanship is allowed .

Imported Equipments

The Tender Inviting Authority shall allow the tenderer to import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.

The tenderers shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported equipments .

The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.

The payment will be made in Indian Rupees to the successful tenderer and under no circumstance, the request for opening of letter of credit or payment in foreign currency will be entertained.

The successful tenderer shall indemnify the Tender Inviting Authority from all liabilities/damages, if any, that may arise out of the conduct of the tenderer in violation of foreign exchange regulations.

However, the tenderers shall disclose the country of origin and shall obtain an undertaking from such OEM to provide spares or service support for the period of contract. Failure on the part of the OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the contractual obligations by the successful tenderer terming the relation as that of a principal and agent under laws of the country. Such violations may eventually lead to forfeiture of performance security and also lead towards blacklisting/debarring the successful tenderer.

Intellectual Property Rights(IPR)

The successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful tenderer under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

Corrupt and Fraudulent Practice

Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

Force Majeure

For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event.

Resolution of disputes

If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

Applicable Law & Jurisdiction of Courts

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

All disputes arising out of this tender will be subject to the jurisdiction of courts of law in KOLKATA .

Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are:

- i. imposition of liquidated damages,
- ii. forfeiture of EMD/performance security
- iii. termination of the contract
- iv. blacklisting/debarring of the tenderer.

Termination of Contract

Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful tenderer, terminate the contract in whole or in part, if the successful tenderer fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.

In the event of the Tender Inviting Authority/User Institution terminates the contract.

Fall Clause

The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments of identical description to any other organizations during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority / user institution and the price payable under the contract of the equipments supplied after the date of coming into force of such reduction or sales shall stand correspondingly reduced.

Director .

Chittaranjan National Cancer Institute
37, S.P. Mukherjee Road , Kolkata -700026.

STANDARD TERMS & CONDITIONS OF CNCI :

1. **Terms Of Price:** F.O.R. (Delivery free)– CNCI , STORES, 37,S.P. Mukherjee Road, Kolkata -700026 , at your cost. The price is firm and fixed till the execution of order. However, price be INR or multi currency which is applicable as per BOQ , is inclusive of packing and forwarding, insurance , demurrage and other clearing and Freight charges.
2. a) **Excise duty:** Excise duty if applicable against this order. E.D Exemption/Concession certificate to be issued by competent authority shall be provided by CNCI . While dispatching each item should be identified with CNCI code number and Firms part number. Packing list should indicate all deliverable items. Each item should be identified with Metallic or Plastic tag indicating both CNCI code number and Firms part number.
3. **Consignee/Delivery Point:** All items along with supporting documents(Tax invoice, Inspection Certificate, guarantee Certificate, Conformity Certificate, packing list) to be delivered to the consignee. 4. **Inspection :** Pre dispatch inspection: As per the SOTR. Receipt Inspection .
5. **Warranty:** The equipment. / Materials are to be guaranteed / warranted for satisfactory performance for the period of 12 months from the date of delivery at CNCI Kolkata . During guarantee/warranty period any spares supplied by the Vendor suffers due to defective material and or due to improper design and or drawing or due to faulty workmanship, The Vendor will take full responsibility of rectification of such defective parts thereof direct expenses related to removal and re-positioning of the replacement/ repaired spares or components and subsequent test & trial, incurred thereon without any financial implication to CNCI.
6. **Liquidated Damage :** In case delay in delivery beyond contractual delivery date, CNCI reserves the right to recover LD. @ ½ % per week or part there of subject to maximum 5 % of order value of the undelivered materials.
7. **Force Majeure :** As per existing order of ministry of Law.
8. **Custom duty :** If applicable, C.D. Exemption certificate where applicable will be provided by CNCI on submission of the following documents:-
 - (i) Copy of Order on Overseas Firm.
 - (ii) Copy of Invoice of Overseas Firm and packing list of the B & D spares of the Overseas Firm.
 - (iii) Copy of Bill of Lading/ Airway Bill.
9. **Arbitration:** i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be referred to the Director, CNCI, 37, S.P. Mukherjee Road , Kolkata -700026 for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - viii) **The language of the proceeding shall be in English.**
10. **Individuality of Contract :** This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that Firms may have with CNCI .
11. **Validity of Offer:** The offer has to be kept valid for 180 days from the date of P.O. for main supply.
12. **Payment Terms :** 90 % of order value shall be paid against delivery and 10% after installation /successful commissioning of items at CNCI and on submission of Performance Bank Guarantee of equivalent amount, valid up to expiry of guarantee period and on production of the following documents addressed to the Director ,CNCI, Kolkata : (4 copy each along with one original copy e.i. ink signed with stamped)

- (a) Ink signed original Invoice
- (b) Receipted copy of challan or receipted LR/CN along with copy of challan/Packing list.
- (c) Packing list indicating details of spares description.
- (d) Inspection certificate issued by appropriate Authority
- (e) Guarantee certificate of Materials .
- (f) Conformity Certificate.

13. **Order Acknowledgement** : The Vendor , on whom the Order will be placed, will acknowledge the Order within 10 days of its receipt by them. If no contrary advice is received from them within ten days of its receipt, **this will be deemed to have been accepted by them.**

14. **Risk Purchase:** In case of delay in delivery beyond 10 weeks, **CNCI shall have also the right to cancel the Order and obtain items from alternative source at firms complete risk and cost.**

15. **CNCI reserves the right to accept / reject any tender in full without assigning any reason**

16. **Guarantee /Warranty terms** :The successful tenderer has to warrant that the Goods supplied under this contract are new , unused , of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract .

The successful tenderer further have to warrant that the Goods supplied under this contract have no defect arising from design, materials or workmanship when the design or material is required by the Tender inviting Authority,s specifications or from any act or omission of the successful tenderer , that may develop under normal use of the supplied goods .After sales service in Kolkata or at least South West Bengal should be available and the tenderer shall provide proof of their capability to undertake such maintenance / repair within the stipulated time .

17. Experience on supply and installation of similar Equipments with Govt. Hospitals /Research Institute with Name , Address , contact No , Mail l/d, and P.O. copy of other buyer is essential .

18. **INR rate** is applicable only with price bid offer .

19. **Performance Security** : There will be a performance security deposit amounting to the total value excluding taxes, which shall be submitted by the successful tenderer to the Tender inviting Authority within 10 days from the date of issuance of “ **Letter of Intent**”/ **Purchase Order**.

PBG : Performance Bank Guarantee be 5% of PO value if applicable in this tender .

20. **Penalties for non- performance** :

The penalties to be imposed , at any stage , under this tender are :

- i. Imposition of LD.
- ii. forfeiture of EMD/ Performance security/PBG.
- iii. Termination of the Contract.
- iv. Blacklisting / debarring of the tenderer.

23. **Fall Clause** : The price charges for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipment of identical description to any other persons during the period of contract .

24. All other terms & conditions are as per the CNCI “**STACS**”.

*****END*****

Chittaranjan National Cancer Institute
37, S.P. Mukherjee Road, Kolkata -700026

Tender No :

AMPLIFICATION OF COMMERCIAL TERMS

- | | |
|---|--------------|
| 1. Technical Specification :The Technical Specification & scope of supply as mentioned tender enquiry have been fully understood by me/us and our offer is submitted as per SOR(If no, details of deviation is to be furnished in a separate sheet marking Technical deviation). | YES/No. |
| 2. Firm Price : Price will remain fix and firm till execution of order . | YES/No. |
| 3. Preferably withinWk. from receipt of Order / LOI until unless specified in SOTR. If anything specific is considered in SOTR, relevant SOTR clauses to be considered as final. | YES/No. |
| 4. Terms of Price : Rate quoted is on FOR CNCI/Stores/Kol-26 | YES/No. |
| 5. Terms of Duties: Please indicate | -----% Extra |
| (i). SGST | -----% Extra |
| (ii). CGST | -----% Extra |
| (iii).IGST | -----% Extra |
| (iv) Any other Taxes | -----% Extra |
| (v). Any Other Duties | -----% Extra |
| (vi) Quoted rates is all inclusive | YES/No. |
| 6. Payment Terms : 90% payment after receipt & acceptance of materials at CNCI as per PO copy .Balance 10 % after satisfactory performance and running as per certification of User Dept. | YES/No. |
| 7. Liquidated damage : For delay in delivery L.D. @ ½% per week or part thereof on undelivered portion of the order subject to a maximum of 5% of total value of the order will be levied . | YES/No. |
| 8. Risk Purchase : For failure to delivery material within the contractual delivery from alternative source art supplier's risk and cost . | YES/No. |
| 9. Validity of offer is upto 180 days from opening of tender . | YES/No. |
| 10. Guarantee / Warranty : Supplied materials be guaranteed / warranted for satisfactory performance for a period of 12 months from the date of supply of material. A guarantee /Warranty certificate is to be forwarded with the supply. | YES/No. |
| 11. Firm is registered with the Units | SSI/NSIC |
| 12. Inspection : Receipt Inspection by CNCI User Dept. | YES/No. |
| 13. Arbitration Clause :CNCI std. Arbitration including jurisdiction clauses are accepted . | YES/No. |
| 14. Deviation List on Technical/ Commercial Point, if any , attached . | YES/No. |
| 15. All points of STAC accepted by the Firm excepting clause No.....of STAC & cendor's stand on these STAC points is mentioned in Deviation List of Commercial terms as attached | YES/No. |
| 16. GSTN Number | |
| 17. Performance Bank Guarantee | YES |

GENERAL TERMS AND CONDITIONS

** No conditional offer/ quotation will be accepted. Quotations with errors will be, rejected. No variation in the terms and conditions of the tender, including major deviation from standards / specifications / terms of supply will be accepted

*** If during Technical scrutiny, it comes to the notice of experts' committee that the literature submitted by the bidders does not reflect one or more parameters sought in specifications, the committee shall resort to following course of action:

- a) The bidder would have to demonstrate the said product before the expert committee including each and every aspect of specifications and particularly the specifications sought which are not reflected in literature.
- b) The bidder would have to submit undertaking in form of affidavit that quoted product contain specifications sought in totality and all parameters of specifications would be available in the quoted model to be supplied, if his product will be accepted.
- c) Failing above, the Technical Scrutiny committee can reject the said bid .
- d) The quoted rates will be valid for **six months** from the date of opening of technical bid. Rates once quoted will be final and will not be allowed to be increased during the validity period under any circumstances and for any reason whatsoever.
- e) Manufacturing license (P.M.T. SSI No. / Industrial license / I.S.I. Certificate / Factory Inspectors license) / Product permission. {if applicable}/ Registration certificate with C.S.P.O./ S.S.I./K.V.I.C./N.S.I.C./D.G.S.&D {which ever is applicable}
- f) Copy of the Partnership deed (if manufacturer) / Memorandum of Articles {whichever is applicable}.
- g) I.S.O. certificate along with the declaration of manufacture of the item in the location certified by I.S.O. in the prescribed format {I.S.O. Certificate & Declaration is mandatory if asked in Technical Specification}.
- h) I.S.I. Certificate (mandatory if asked in Technical Specification).
- i) **Turnover Certificate: Bidder firm has to submit Turnover certificate of CA for last three years**