



CHITTARANJAN NATIONAL CANCER INSTITUTE

37, S.P. MUKHERJEE ROAD, KOLKATA- 700026

(An Autonomous Body under the Ministry of Health and Family Welfare, Govt.of India)

TENDER Notice Inviting e-Tender No: CNCI/e NIT-40/2020-21(2ND CALL)

The Director, Chittaranjan National Cancer Institute, invites online submission of e-tender on **<http://eprocure.gov.in>** for supply of **Chemicals** on two years rate contract basis for CNCI, Kolkata.

Last date of submission of tender--- 02.06.2021 at 14.00 Hours

Date and time of opening of tenders---03.06.2021 at 14.00 Hours

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

NB: THIS BID DOCUMENT IS FREE OF COST IF DOWNLOADED FROM NIC's CPP PORTAL

Director

Chittaranjan National Cancer Institute,
(An Autonomous body under the Ministry of Health & Family Welfare, Govt. of India,)
37, S.P.Mukherjee Road, Kolkata-700026.

Tender Enquiry No CNCI/e NIT-40/2020-21(2ND CALL)

Dated 11.05.2021

Director, Chittaranjan National Cancer Institute, Kolkataan Autonomous body under Ministry of Health&Family Welfare,Govt.ofIndia, invites **Online Two Part bids** for the supply of **Chemicals**, on two years rate contract basis for **Chittaranjan National Cancer Institute, Kolkata-700026.**

SL .NO	NAME OF THE ITEMS	Particulars	No. of items on each category	Sl. No. In the list of items Quoted	EMD Deposit.
1	Chemicals	each company wise			each company wise @ Rs.10,000.00

The Schedule of processing of quotation is as follows:-

Sl. No.	Description	Schedule
i.	Date of sale of tender enquiry documents	11.05.2021 at 12:00Hrs
ii.	Place of sale of Tender Enquiry Documents	To be downloaded from the Website
iii.	Cost of the Tender Enquiry Document	Nil
iv.	Pre Tender Meeting Date & Time	ALREADY DONE
v.	Pre Tender Meeting Venue	ALREADY DONE
vi.	Closing date & time for receipt of Tender	02.06.2021 at 14.00 Hours
vii.	Time and date of opening of Techno – Commercial tenders	03.06.2021 at 14.00 Hours
viii	Opening of Techno Commercial Tender	To be notified later

The aforementioned schedule of processing the bid is tentative and in the event of any change, it would be suitably notified on e-procurement platform.

Price List: Price List in INR only will be accepted for RC

The Financial part of the bid should be indicated in the uploaded BOQ and the discount rate against each brand should also be indicated in the BOQ. Each bidder can bid for maximum of brands and the rate of discount has to be suitably mentioned in the BOQ:-

Submission of Tender:

The tender shall be submitted online ONLY in two part, viz., technical bid and financial bid. All the pages of bid being submitted online must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading

Technical Bid

The following documents are to be furnished by the bidder along with Technical Bid as per the tender document:

- a. The tender documents and all correspondences relating to the bid should be in English language only.
- b. Brochure/Catalogue and Data sheet of the chemicals (Each specification mentioned needs to be marked with corresponding page numbers pertaining to the description)
- c. Proprietary certificate from the manufacturer mentioning the unique technology or feature/s mentioned apart from the brand name (If applicable).
- d. Delivery Period of the item to be supplied from the date of purchase order has to be indicated.
- e. List of Institutes where the, Chemicals have been supplied.
- f. Copy of GST, PAN, TIN document
- g. Whether tenderer is manufacturer / accredited agent / sole representative, indicate details of principal's name & address. The offers of tenderer who are not manufacturer or direct authorized agent will be summarily rejected.
- h. Non - blacklisting certification that the firm has not been blacklisted in the past by any government/Private institution and certification for No Vigilance/CBI case pending against the firm/supplier by making an affidavit on non – judicial stamp paper of Rs. 100.00/- (Rupees Hundred Only).
- i. Declaration towards acceptance of all terms and conditions should also be provided.
- j. Compliance report on all the specification points mentioned in the specification sheet.

Financial Bid

AS per BOQ

- a. Purchase Order Offer will be given to the Firm based on the H-1 rate basis (Maximum discount offer on Catalogue price or dealer price basis).
- b. Discount prices rate to be quoted **without GST. GST** applicable as per Govt. rules.
- c. Procurement may be done on bulk purchase quantity or part purchase or piece meal basis as and when required by CNCI .

Evaluation of Bids:

a. Detailed evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

b. Technical Bids Evaluation: The Institute shall evaluate the technical bids also to determine:

1. Whether they are Complete with respect to specifications.
2. Whether they are free from computational errors.
3. Whether the required sureties have been furnished.
4. Whether the documents have been properly signed and whether the bids are in order.

c. Financial Bids Evaluation:

1. The financial bid shall be opened of only those bidders who have been found to be technically eligible. The technical evaluation report will be published on E Procurement website and CNCI website.

2. The financial bid shall be opened in the E procurement committee in the presence of the chairman AS PER BOQ.

Eligibility Criteria

The following vendors are eligible to quote-

- 1) Indian Manufacturers (Must self-certify)
- 2) Authorized Indian distributors / stockiest of Foreign Principals (Must attach specific authorization letter as per Annexure A from Foreign Principal to quote for Rate contract to CNCI.
- 3) Authorization letter should be provided in case a product is quoted by any Indian distributor other than its original manufacturer. The authorization from the concerned manufacturer to sell the items with validity covering the rate contract period up to 31.03.2023 is to be submitted. If authorization is for shorter period than RC period, Rate Contract may be entered for that period only for the particular brand. It may be extended further for the period 31.03.2023 on the same price list, terms and conditions etc subject to submission of manufacture's authorization covering the period at least up to 31.03.2023.
4. The Tenderers shall have to indicate clearly the Category of items (mentioned below) and Brand/ Make of the product (s) for which they will submit the Rate Contract (RC) offer.
5. This Institute is interested to enter into Rate Contract (RC) with only reputed manufacturers or authorized Indian dealers/distributors of foreign manufacturers. Hence, the tenderers are advised to attach the relevant latest authorization letter along with their offer (as per Annexure-A) to prove their credentials or bona-fides with regard to their as well established manufacturer or authorized dealer in terms of quality/reputation of their products in scientific community.
6. In case the Manufacturers / authorized Indian dealers/distributors have custom bonded ware house in India, the offer for Rate contract should not include Customs Duty and other levies. Supply must be made from goods with the incidence of concessional Customs Duty as, the Institute can issue concessional Customs Duty Exemption Certificate along with DSIR Certificate

of Registration in order to avail concessional customs duty as per the extant rules applicable under DSIR notification 51/96 as amended from time to time.

Custom Duty exemption certificate will be applicable for custom ware house item

SPECIFICATION

Categories	Description
Chemicals	All imported chemicals, Antibodies, secondary antibodies, specialized enzyme assay kits, PCR kits, fluorescent dye, Genomic and proteomic kits, ELISA kits, oligonucleotides, media, sera, magnetic assay beads, Biological membrane and all other chemicals required for regular laboratory work

TERMS AND CONDITIONS

- 1) Bidders shall examine all instructions, Forms, Terms and specification in the Tender Document and verify the same mentioned in the Table of Contents are contained in the 'Bid Document'.
- 2) Failure to furnish any information required by the Tender Document shall result in the summary rejection of Bids, without any Notice.
- 3) The specifications and terms and conditions governing the supply of above items are contained in this "Tender Document".
- 4). The Tender Document is to be downloaded from the e-procurement portal www.eprocure.gov.in and CNCI web site : www.cnci.ac.in.
- 5). EMD in form of Demand Draft to be submitted as per each band (with authorization) by participating bidder i.e. brand or company wise calculated EMD based on the basic unit Rs.10,000/-multiplied by the Number items (brand) or each company wise quoted -to be deposited in the form of Demand Draft in the name of Director, Chittaranjan National Cancer Institute , Kolkata -700026- payable at Kolkata before the due date of opening of Technical bid failing which the tender shall be summarily rejected.

EMD of the Vendors already participated will carry forward , if the vendors want to participate on the Re- Tender (2nd call) process they need not to furnish EMD again if they take part in the 2nd call.

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

The EMD, in case of unsuccessful Bidders shall be retained by CNCI, KOLKATA till the finalization of the tender. No interest will be payable by CNCI, KOLKATA on the EMD

6). Non-payment of EMD (except in cases where payment of EMD is specifically exempted/or those who have already submitted EMD earlier) will result summary rejection of the bid.

7).State Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD subject to submission of valid documents.

8).No interest will be paid for the EMD furnished.

9. Each bidder should bid item (brand) wise in a Letterhead authenticated by the Authorized person of the Agency.

10. The Financial part of the bid should be indicated in the uploaded BOQ and the discount rate against each brand should also be indicated in the BOQ. The rate of discount has to be suitably mentioned in the BOQ (Without GST).

11. The following documents are to be submitted in the Technical bid on e-procurement portal with the quotation failing which the tender will be considered non-responsive:-

- a) Letter of Manufactures and Authorized Dealers.etc
- b) Authenticated Copy of valid enlistment letter with the Government Departments, if any.
- c) Authenticated Copy of Certificate showing performance of this type of supply in the past
- d) Authenticated Copy of GST, PAN No.
- e) Authenticated Authorization from manufacturer/self-manufacturing certificate for each brand quoted.
- f) Non - blacklisting certification
- g) A declaration as per Annexure-I
- h) Bidder details as per Annexure-II with attachments.
- i) Brand declaration as per Annexure-III.

12. The bidders need not have to submit any hard copy, only the uploading of soft copies in PDF format on e-procurement portal will suffice. However, the Institute reserves the right to seek original of the documents for verification at any time during the process, failing which the bids will not be considered. The bidders have to submit a declaration as per Annexure-I on their letter head mentioned below.

13. Rate - Rates should be as per the bidders' valid price list for the year 2021-22 and 2022-2023. The successful bidders must submit three copies of price list along with original catalogue book within 15 days of issue of RC. In View of faster communication, the bidders must mention e-mail ID, through which, the work order can be sent. The bidder must mention the details of local authorized dealer/stockiest with complete address and valid mobile numbers. Rate contact may be done as per brand name.
14. Declaration of discount and brand - Discount, if any for the supply of Rate Contract items should be indicated clearly by the bidders in Percentage (%) terms in the BOQ. To match the rate of discount with brand, a declaration as per Annexure-III is to be submitted in the Technical Bid and Discount remain same if price will be changed
15. Delivery - All the materials should be supplied through authorized stockiest only. Delivery should be made at CNCI Main and it's 2nd Second Campus at Rajarjat, Newtown within the stipulated period of time. All materials are to be delivered to both the campus at free of delivery cost.
16. Manufacturer Guarantee - In case of any manufacturing defect the materials must be replaced immediately without taking any additional charges.
17. GST - The GST @ 5% should be separately indicated in the TAX Invoice as per Govt. of India Notification No. 45/2017-Central Tax (Rate), dated 14th November, 2017 and No. 47/2017-Central Tax (Rate), dated 14th November, 2017 for Research Institutes. TDS will be applicable as per GST Rules.
18. Payment - Payment will be made to stockiest against their bills by the Institute after satisfactory supply of the materials and quality approval. Payment will be made by RTGS/NEFT/Cheque on submission of Mandate form with all Bank details duly authenticated by Bank.
19. Liquidated damage - Liquidated damage at the rate 0.5% of total Invoice amount for delay per week shall become operational, unless a specific request made for extending the date of delivery (citing validation only) is agreed upon by this Institute by writing. The supplier will be solely responsible for any loss, damage or shortage of materials in transit.
20. Authorized dealer - The name and address of the Authorized dealer if any, may also be indicated while submitting the proposal at **Annexure-II**
21. Justification of rate contact or maximum discounts-Upload last three years RC copy and PO in the tender (in any Central/State Govt. Institution or Research organization)
22. Jurisdiction - For all Legal matters and disputes, if any, the jurisdiction shall be Kolkata only.
23. Validity - Up to 31.03.2023 OR finalization of the tender may be extended for another Financial Year if mutually agreed upon.
24. Submission of Quotation - Online Quotation at e-procurement portal is to be submitted
25. Online proposal along with range of products, terms and conditions should be submitted on e-procurement portal. The Director, CNCI reserves the right to accept or cancel the proposal in full or

part thereof without assigning any reason. The tender document is also available in the Institute website www.cnci.ac.in and e-procurement portal www.eprocure.gov.in and e-publishing.

26. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made

27. Contract Period: The rate contract for Supply of Chemicals etc. is initially for a period of Two(2) years and can be continued / renewed for further (1) year subject to satisfaction of the Chittaranjan National Cancer Institute, Kolkata and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

28. Delivery: - The items will have to be supplied at manifold Departments/ Laboratories/ Section/ Offices in CNCI, KOLKATA main campus OR Rajarhat campus. No transportation/ cartage charges will be provided for the same. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

29. Bidders shall submit the List for last three years of their existing customers (Government/research laboratories/Institutes /ORGANIZATION Rate Contract (RC) for these categories have been finalized with the firm in support of their credentials. In the customer list the name of contact person, designation, telephone, fax, and e-mail numbers must be given. Rate Contract offers of reputed Manufacturers having proven credentials only will be considered

30. Fall Clause: The price to be quoted (Price as indicated in the price list less discount without taxes and duty) by the Tenderer under the Rate Contract (RC) should in no event exceed the lowest price to which the Tenderer sells the stores of identical description to any other organization during the currency of Rate Contract. If RC holder reduces its price or sells or even offers to sell the same item/s during the currency of the rate contract, price will be automatically reduced with effect from that date for all the subsequent supplies under the RC.

An undertaking is required to be given by all the manufacturers that the rates offered by them are not more than the rate offered to any other Government agencies/ Institution and the discount offered is not less than the discount offered to any other Government agencies/ Institutions. In case any such discrepancy is noticed, they shall refund the amount to CNCI and also Rate Contract is liable to be cancelled.

Annexure A

MANUFACTURER' AUTHORIZATION FORM

(to be enclosed by Authorized Indian Dealer/ Distributor of Foreign Manufacturer .

Indian Manufacturer to self-certify)

(The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.

This letter of authorization should be on the letterhead of
the documents that are binding on the Manufacturer.

Date: (insert date (as day, month and year)
of Bid Submission) Tender No: (insert
number from Invitation For Bids)

To: (insert complete name
and address of Purchaser)

WHEREAS

We (insert complete name of Manufacturer), who are official manufacturer of (insert type of goods manufactured). Having factories at (insert full address of Manufacturer's factories), do hereby authorize (insert complete name of Bidder) to submit a bid the purpose of which is to provide the following Goods, manufacturer by us(insert name and or brief description of the Goods), and to subsequently negotiate and sign theContract.

We hereby extend our full guarantee and Warranty with respect to the Goods offered by the above firm. Signed: (insert signature(s) of authorized representative (s) of the Manufacturer)

Name: (insert complete name(s) of authorized representative (s) of the Manufacturer) Title: (Insert title)

Duly authorized to sign this Authorization on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____,
_____ (insert date of signing)

Annexure-I

TENDER ACCEPTANCE LETTER

(To be submitted online on Company Letter Head)

To,
The Director,
Chittaranjan National Cancer Institute,
37,S.P.Mukherjee Road, Kolkata -700026.
Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:..... Date:.....

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: as per your Tender notice, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking and has never been declared insolvent.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason there for, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Performance Security absolutely. We also undertake that, since EMDs are being submitted with the tender as bid security, in the event of failure to comply the supply order or failure to submit the Performance Security as mentioned in the NIT document, your department/ organization shall have the right to suspend me / us from bidding for the Institute's tenders for the period as your department/ organization may deem appropriate.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-II

DETAILS OF THE AGENCY

1. Name & Address of bidding Firm :
2. Trade License No. :
3. GST Registration No. :
4. Name and address of the owner of the Firm :
5. Name & Address of local supplier :
6. Phone/Mobile No. /email :
7. TAN/PAN Number :
8. Bank details of firm/Agency for making Payment
 - a) Name of the Bank & Branch :
 - b) Account Number :
 - c) IFSC Code :
 - d) MICAR Code No. :
9. Details of EMD:
 - a) Amount :
 - b) Demand Draft No. :
 - c) Issuing Bank :
 - d) Date of issue :
10. Annual turnover of the firm for last 3 years (Charter accountant certified) :
11. Balance sheet of last Three (3) years (Attach copy) Photo copy of Annual Tax return for last Three (3) Years may be enclosed. (Charter accountant certified)

Certified that the terms and condition are acceptable to me/ us/ I/we will abide by the terms and conditions of the contract/offer and shall supply the items as per specification and terms and conditions of the Tender Document.

Place:

Date:

Signature of owner with seal

Annexure-III

Brand to be declared by the bidder as per format of BOQ for matching of brand with maximum discount submitted in BOQ CNCI/e NIT-40/2020-21(2ND CALL)

Sl. No.	Item Description	Item Code/make	Brand
1	Chemical1		Abcam
2	Chemical2		ABM Inc
3	Chemical3		Advansta
4	Chemical4		Abgene
5	Chemical5		Addgene
6	Chemical6		K R INSTRUMENTS
7	Chemical7		Alfa Aesar
8	Chemical8		Agilent
9	Chemical9		Ambion
10	Chemical10		ARKRAY
11	Chemical11		Amresco
12	Chemical12		Abkine
13	Chemical13		GENOTYPIC TECHNOLOGIES
14	Chemical14		Amplicon express
15	Chemical15		Applied Biosystem
16	Chemical16		
17	Chemical17		Assay Pro
18	Chemical18		AnaSpec
19	Chemical19		Aviva Systems Biology
20	Chemical20		BD
21	Chemical21		BD pharmingen
22	Chemical22		Bethyl Laboratories
23	Chemical23		BioBasic
24	Chemical24		Bio Legend
25	Chemical25		Biobharati
26	Chemical26		Biolabs
27	Chemical27		BioRad
28	Chemical28		Biorbyt
29	Chemical29		Bioserve biotechnologies
30	Chemical30		Biovision
31	Chemical31		Biotium
32	Chemical32		Bioss
33	Chemical33		BioGenex
34	Chemical34		
35	Chemical35		Bioassay Technology Laboratory
36	Chemical36		BR Biochem
37	Chemical37		Bioworld Technology
38	Chemical38		Calbiochem
39	Chemical39		Cambridge isotope Laboratories

40	Chemical40		Carbanio.com
41	Chemical41		Cayman Chemicals
42	Chemical42		Cell Signaling Technologies
43	Chemical43		Cell Biolabs
44	Chemical44		CDH chemicals
45	Chemical45		Clontech
46	Chemical46		Cusabio
47	Chemical47		Dharmacon
48	Chemical48		DAKO
49	Chemical49		DNA Link
50	Chemical50		Ebioscience
51	Chemical51		Eppendorf
52	Chemical52		Elabscience
53	Chemical53		Eurofins
54	Chemical54		Enzo
55	Chemical55		Epigenetek
56	Chemical56		
57	Chemical57		Exiqon
58	Chemical58		E-Y Laboratories
59	Chemical59		FineTest
60	Chemical60		Finar
61	Chemical61		Fluka
62	Chemical62		GE Healthcare Life Sciences
63	Chemical63		Genetex
64	Chemical64		Genetix
65	Chemical65		Gene Bridges
66	Chemical66		G-Biosciences
67	Chemical67		GL Biochem
68	Chemical68		GeneDirectX
69	Chemical69		GeNei
70	Chemical70		Gibco
71	Chemical71		Glaxo Chemicals
72	Chemical72		GCC biotech
73	Chemical73		Gilson
74	Chemical74		Himedia
75	Chemical75		Heathrow Scientific
76	Chemical76		IDT
77	Chemical77		ICN Biomedicals
78	Chemical78		Invitrogen
79	Chemical79		Invivogen
80	Chemical80		Illumina
81	Chemical81		Intron Biotechnology
82	Chemical82		Jackson ImmunoResearch Technologies
83	Chemical83		Leica
84	Chemical84		Lonza

85	Chemical85		Loba Chemicals
86	Chemical86		Lobachemie
87	Chemical87		Lucigen
88	Chemical88		Luminex corporation
89	Chemical89		M P Biomedicals
90	Chemical90		MN
91	Chemical91		Macherey-Nagel
92	Chemical92		Merck/Millipore
93	Chemical93		Merck/Sigma Aldrich
94	Chemical94		Merck India
95	Chemical95		Megazyme
96	Chemical96		Miltenyi Biotech
97	Chemical97		BIOTECH INDIA
98	Chemical98		My BioSource
99	Chemical99		New England Biolabs Inc (NEB)
100	Chemical100		Nice Chemicals
101	Chemical101		Novus Fine Chemicals
102	Chemical102		Novus Biologicals
103	Chemical103		Novagen
104	Chemical104		Nalgene
105	Chemical105		NimaGen
106	Chemical106		Origene
107	Chemical107		Pan Bioteck
108	Chemical108		Polypus
109	Chemical109		Preprotech
110	Chemical110		Promega
111	Chemical111		Prosci
112	Chemical112		Prospecbio
113	Chemical113		Qiagen
114	Chemical114		Qualigen Fine Chemicals
115	Chemical115		R&D Systems
116	Chemical116		RanKem
117	Chemical117		Ray Biotech
118	Chemical118		Roche
119	Chemical119		SciGenom
120	Chemical120		S D Fine Chemicals
121	Chemical121		Santacruz
122	Chemical122		Sartorius
123	Chemical123		Sigma
124	Chemical124		SRL
125	Chemical125		Selkrom
126	Chemical126		Selleckchem
127	Chemical127		StressMarq
128	Chemical128		Spectrochem
129	Chemical129		St. John's

130	Chemical130		Stem Cell Technology
131	Chemical131		Stanbio Reagents
132	Chemical132		Solis BioDyne
133	Chemical133		Takara
134	Chemical134		Tocris
135	Chemical135		TCI
136	Chemical136		Thermo Fisher Scientific
137	Chemical137		
138	Chemical138		Unibio
139	Chemical139		Vector
140	Chemical140		VWR
141	Chemical141		Visual Protein
142	Chemical142		Zymo Research
143			

ANNEXURE- IV

PERFORMANCE BANK GUARANTEE

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

Dear Sir,

Bank Guarantee No :
Amount of Guarantee :
Guarantee cover from:
Last date for lodgment of claim:

This deed Guarantee executed by the
.....
.....
.....
.....

(Herein after referred to as the “ Bank “) in favour of the Director , Chittaranjan National Cancer Institute, Kolkata -700026 (hereinafter referred to as “ the Beneficiary “) for an amount not exceedingat the request of M/s.
(here in after referred to as “ the Contractor”).

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs.....and the guarantee shall remain in full force uptoand cannot be invoked otherwise than by a by a written demand or claim under this Guarantee served on the Bank on or before.....

Whereas the beneficiary has placed an order with the contractor in terms of the Order No.....for the supply of..... As per order and whereas one of the conditions of the agreement made was that the Corporation should make 100% payment of the contract including, Taxes, Duties, Freight and Insurance against delivery of the items on submission of Performance Bank Guarantee equivalent to 5% contract value valid for 15 months from the date of execution of agreement or 3 months from the date of satisfactory completion of supply whichever is later.

In consideration of the beneficiary having agreed to pay to the contractor the payment as aforesaid in accordance with the items of the agreement , we , thehereby undertake that it will in the event of the Contractor , failing to deliver the materials in accordance with the conditions of the agreement , pay to the beneficiary on demand any sum or sums which may from time to time be demanded by the beneficiary after the date there of up to a maximum of Rs.being

the amount of % of the contract value which at the date of the demand by the beneficiary has been paid aforesaid and which has not under the terms of this or any undertaking been reimbursed .

This undertaking is not revocable by Notice but will continue with full force until (a) payment has been made to the beneficiary by the Bank of aggregate amount payable hereunder or (b) delivery of all items of the contractor's acceptance of Order No:..... To the beneficiary in accordance with the conditions of the agreement whichever shall first occur

Notwithstanding anything contained herein :

- i). Our Liability under this Bank Guarantee shall not exceed Rs.....
- ii). The Bank Guarantee shall be valid up to
- iii). We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Dated on this Day of

Witnesses:

1.

2.

ANNEXURE – V
FORMAT OF FOR SECURITY DEPOSIT .

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

WHEREAS -----(Name and Address of the Supplier) (Herein after called “the supplier”)has undertaken , in pursuance of contract No.....dated(therein after called “the contract”) to supply Chittaranjan National Cancer Institute (CNCI) address with(description of drugs as supplies) .

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total amount of (Amount of the guarantee in words and figures), and we undertake to pay you, up to your first written demand declaring the supplier to be in default under the contract and without cavil or argument ,any sum or sums within the limits of (amount of guarantee) as aforesaid , without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

We, (indicate the name of bank) lastly undertake not to revoke this guarantee its currency except with the previous consent, in writing, of the Director, CNCI.

This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not .

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the Officer.

.....

.....

Seal, Name & Address of the Bank and address of the Branch.

STANDARD TERMS& CONDITIONS OF CNCI : CNCI/e NIT-40/2020-21(2ND CALL)

1. **Terms Of Price:** F.O.R. (Delivery free)– CNCI , STORES, 37,S.P. Mukherjee Road, Kolkata -700026 , at your cost AND ALSO 2ND CAMPUS RAJARHUT. The price is firm and fixed till the execution of order. However, **price should be INR** 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:** As the product self life, warranty etc, varies product to product among the same OEM. Bidders should provide warranty/guaranty /service as per OEM product data sheet.
6. Liquidated damage - Liquidated damage at the rate 0.5% of total Invoice amount for delay per week shall become operational, unless a specific request made for extending the date of delivery (citing validation only) is agreed upon by this Institute by writing. The supplier will be solely responsible for any loss, damage or shortage of materials in transit.
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.
 - ii) **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: As** per institute norms. Performance Bank Guarantee of equivalent amount or 100 % as applicable as per tender enquiry, 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 i.e. 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 firm's 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 of similar chemicals OR MATERIAL with CENTAL Govt. /Research Institute with Name, Address, contact No, Mail I/d, and P.O. copy of other buyer is essential.

18. **INR rate** which is applicable please be mentioned with price bid offer.

19. **Demo / Training:** As required.

20. **CAMC/AMC Contract:** As required.

21. **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 to be submitted as per each company by participating bidder i.e. company wise calculated PBG based on the basic unit Rs.25000/-multiplied by the Number companies quoted -to be deposited in the form of PBG

22. **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**".

Chittaranjan National Cancer Institute
37, S.P. Mukherjee Road, Kolkata -700026
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 or rate contract 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 (i). SGST (ii). CGST (iii).IGST (iv) Any other Taxes (v). Any Other Duties (vi) Quoted rates is all inclusive	-----% Extra -----% Extra -----% Extra 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 - Liquidated damage at the rate 0.5% of total Invoice amount for delay per week shall become operational, unless a specific request made for extending the date of delivery (citing validation only) is agreed upon by this Institute by writing. The supplier will be solely responsible for any loss, damage or shortage of materials in transit.	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. Farm 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 – PBG .	YES

Date.....

Signature & Office

Seal.....
