



Office of the Director
Chittaranjan National Cancer Institute
Street-299, DJ Block, New Town, Action area ID, Kolkata 700160.
E tender documents

Name of the e _Tender: Technical specifications of supply and installation of one number of "FULLY AUTOMATED IMMUNO HAEMATOLOGY ANALYZER" on Reagent Rental contract (COST PER TEST BASIS) for 5 years, Quantity 1 for CNCI

Notice Inviting E-Tender

E tender no.: CNCI/e NIT- 86/2024-25

Dated: 18.02.2025

The Director, CNCI 2nd Campus Newtown, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers online through e tender of Chittaranjan National Cancer Institute, 2nd campus Newtown (<https://eprocure.gov.in/eprocure/app>;) on mutually agreed terms and conditions and satisfactory performance for supply and installation of one number of FULLY AUTOMATED IMMUNO HAEMATOLOGY ANALYZER on Reagent Rental Basis (COST PER TEST BASIS) for the Department of TRANFUSION MEDICINE & BLOOD CENTRE at CNCI 2ND CAMPUS NEWTOWN. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document.

The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of

Public Procurement (Preference to Make in India), order 2017 and revised order dated 04 Jun 2020 of MoC&I (DIPP) & order vide F.No.6/18/2019-PPD dated 23 Jul 2020 of Ministry of Finance, Govt. of India. Condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

CPPP PORTALS CHEDULE

Name of the e -Tender: FULLY AUTOMATED IMMUNO HAEMATOLOGY ANALYZER on Reagent Rental Basis (COST PER TEST BASIS) at Chittaranjan National Cancer Institute, 2nd campus Newtown.

Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
1.	supply and installation of one number of FULLY AUTOMATED IMMUNO HAEMATOLOGY ANALYZER on Reagent Rental Basis (COST PER TEST BASIS) at Chittaranjan National Cancer Institute, 2nd campus Newtown.	01 no	RS 10000.00

Tenderers need to submit “**Bid Security Declaration**” as per OM issued by GOI, Ministry of Finance, Dept of Expenditure (Procurement Policy Division) vide F.9/4/2020-PPD dated 12 Nov 2020 that if bidder withdraw or modify their bids during period of validity etc then they will be black listed and shall be debarred from participating in future tenders of the Institute.

Scanned copy EMD of declaration must be uploaded in the CPPP portal and Hard copy of same be submitted on or before the Date of Submission of Bid in the Tender Box kept in the Office failing to which bid will be treated as incomplete and will be rejected.

Exemption: Firms registered with NSIC (for sale of Medical Equipment/Instrument Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm/ departments have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

Further, to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012, the firms/ units registered as MSME vendor, declaration of UAM (Udyog Aadhar Memorandum) number by the vendor on CPPP PORTAL is mandatory.

The condition of prior turnover and prior experience may be relaxed for startups (as defined by

Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification. **Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.**

Amendments in Bidding Documents

At any time till **7 (seven) days** before the deadline for submission of bids, the Chittaranjan National Cancer Institute, 2nd campus Newtown may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. CNCI, KOLKATA shall not be responsible to notify the amendments to individual bidders. All amendments by the CNCI till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

Two Bid System Terms & Conditions :

The tender shall be submitted in 2 (Two) parts online:

- (i) **Technical Bid:** All required documents submitted to be online.
- (ii) **Financial Bid:** The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter.
- (iii) **Manual Submission of Following Documents in Original :**

The following documents are to be sent to, Chittaranjan National Cancer Institute, 2nd campus Newtown- 700160, separately in a sealed envelope superscripted as: e-Tender for

FULLY AUTOMATED IMMUNO HAEMATOLOGY ANALYZER on Reagent Rental Basis (COST PER TEST BASIS) at Chittaranjan National Cancer Institute, 2nd campus Newtown. The sealed envelope should reach on or before last date & time of submission of e-Tender. i.e before the due date of submission of online bidding.

 - a. EMD – Declaration of Bid Security (**Annexure- VIII**)
 - b. Undertaking for acceptance of all Terms & Conditions (**Annexure- I**).
 - c. Notarised affidavit on Indian Non judicial stamp paper of Rs.100/- as per (**Annexure-II**)
 - d. Details of Make , Model of items, Country of Origin without mentioning price.
 - e. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.
 - f. Manufacturers Authorisation certificate in case of authorised distributor of OEM (**Annexure- III**)
 - g. The statement of deviation (Parameter wise) from the tender technical Bid Specification - (**Annexure-IV**)

(i) Technical Bid (Specification) :

Name of the e -Tender : FULLY AUTOMATED IMMUNO HAEMATOLOGY ANALYZER on Reagent Rental Basis (COST PER TEST BASIS) at Chittaranjan National Cancer Institute, 2nd campus Newtown.

Specification for FULLY AUTOMATED IMMUNO HAEMATOLOGY ANALYZER on Reagent Rental Basis.

Please quote the model which is including the latest state of art equipment and meets the basic minimum specifications. The quoted model should be latest introduced with end of life not before 10 years from the date of installation at CNCI

Sr. No.	Description of Item	Compliance		Remarks
		Yes	No	
	Model Name:			
	Make:			
	Year of Introduction:			
	Year of Probable end of support:			
1	The analyser should be capable to do all Immunohematology test like Blood Grouping, Antigen phenotype, Weak D, Antibody screening & Identification and compatibility testing(Crossmatching)			
2	Should be a Fully Automated Continuous Random-Access system. Need to be fully automated, walk away and have continuous loading (Samples & Reagents) Function			
3	System should be a Floor Model so that it can be moved easily			
4	System should be covered to avoid dust contamination			
5	System and waste containers to be within the system			
6	Functions performed automatically: Full positive identification, cell suspensions, agitation of red cells, pipetting, incubation, centrifugation, reading and interpretation			
7	Should have STAT facility for emergency samples			
8	System should be able to read plate/card Barcodes automatically			
9	System should be based on Gel/SPRCA technology			
10	Blood Grouping test should use Monoclonal Antibodies			
11	Technology should have Monoclonal reagents for "Following" tests - Blood Grouping, Cross Matching and Antibody Screening			

12	Blood grouping test must have Anti A, Anti B, Anti AB and two Different Anti D with Control in forward grouping, and A1 Cell, A2 Cell, B Cell, O Cell in reverse grouping with AutoControl.			
13	Patient antibody screening with three cell panel must have positive control with every sample			
14	System must have platelet crossmatch facility			
15	Platelet crossmatch should have a positive and negative control			
16	Platelet crossmatch must have control with every batch of samples			
17	Should have High Resolution Camera for High resolution image			
18	It should have the facility of identifying different type of sample tubes & paediatric tubes			
19	Should have Bidirectional Communication with Laboratory information system			
20	Management of the internal Quality Control Procedure			
21	Barcode Management for Samples and Reagents before and after opening			
22	Antibody screening and Blood Grouping test reagents should have same expiry before and after opening the pack			
23	Secured reading and Interpretation of results			
24	System should have a capacity to load 200- 220 samples or more at a given point of time			
25	Cards/Plates should be room temperature stable			
26	System should have facility to load plates/cards continuously during the run			
27	Should have Continuous refilling of system liquid (without interruption) and waste removal			
28	System should have different security levels for different users of the system			
29	Should be able to give grading of reaction for choosing least compatible blood in cases of multiple transfusions. It should have the feature of liquid level detection, sample clot detection, low level notification			
30	The company should offer complete panel of ready to use Red Cell reagents for antibody screening & identification, Extended Panel for the multiple Antibody Identification including the Anti-D prophylaxis panel for Rh negatives, Cross match, Donor Pooled Antibody screening and all other combination of test performed on automatic system			
31	System should be able to run multiple parameters at the same time without compromising the throughput or efficiency of the system			

32	Shelf life including Blood Grouping reagent should be approx., 8-12 months, plate/gel cards for Blood Grouping must be minimum of 6 to 8 months Shelf life & the red cell panel for Reverse Grouping should be 4 to 5 Weeks			
33	Antibody screening and identification panels must have more than 3 months shelf life			
34	Instrument should have the dedicated titration programs for IgG and IgM the low titre samples as well as the high titre samples to avoid the wastage of the consumables & time			
35	Should be able to perform IgG and IgM titres in automated fashion without any DTT treatment of samples.			
36	Ig G and Ig M titres should not have any pre-treatment of samples to make the test true automation			
37	The system should have the facility to detect IgG and IgM antibody in separate cross matching tests.			
38	For Emergency samples system should have Facility to do Immediate spin cross match (IgM Crossmatch)			
39	Must have Quality certification US FDA and CE from European nation for equipment as well as for the reagents			
40	Certificate for Country of Origin should be provided. "India Land border sharing Counties" Govt tender clause is applicable.			
41	Company should provide EN ISO Quality management certificate			
42	User's list should be provided with satisfactory report for the last three years from ten licensed Blood Banks with contact details.			
	Criteria for evaluation:			
	Vendor to offer cost per test.			

- 1. Please mention whether UPS/Stabilizer is required for the equipment. If so should be included in the offer.**
- 2. Only Yes or No should be mentioned in compliance report and additional information should in remarks column.**

Technical Bid (Eligibility Criteria):

The Scanned copies of the following Mandatory documents to be uploaded on CPPP Portal in the following format:

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)		
C	Name, Address, Phone & Fax No. of Service Centre at Bhubaneswar or nearby, if any.		
D	PAN No. (enclose the attested copy of PAN Card)		
E	GST Registration Certificate showing clearly GST no. of the firm		
F	Income Tax Return for the last Three years. (Note: The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.)		
G	Annual Turn Over for last Three Financial Years (Duly signed by Chartered Accountant) (Note: The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.)		
H	Unique CPPP Seller ID. (Enclose self-attested copy of relevant document provided by CPPP)		
I	Firms registered with NSIC (for sale of Medical Equipment/ Instrument/Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate).		
J	Whether the firm is a registered firm under MSEs, SSI or NSIC (attached copy of certificate). MSME bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP PORTAL has been made or not.		
K	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).		
L	Notarised affidavit as per Annexure –II on Indian Non Judicial Stamp Paper of Rs.100/- that (i) no police case is pending against the Proprietor / Partner/ Director of the Firm/Company (Agency). (Indicate any convictions if any against the Company/firm/partner.) (ii) proprietor/firm has never blacklisted by any organization. (ii) we have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. (If you don't fulfil these criteria, your tender will be out rightly rejected.)		

M	Manufacturers“ Authorisation form as per Annexure – III (Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts & labour whenever required for a period of 05 (Five) years.		
N	Whether the item quoted is as per specification, if not, the statement of deviation (Parameter wise) from the tender technical specification must be enclosed. - (Annexure-IV)		
O	Have you previously supplied these items to any government / reputed private organization? If yes, list of Major Customers may be given on a separate sheet and proof of previous satisfactory supply, if any (Annexure - V) The purchase order copies of any with price to supplied any Govt / PSU/INIs Institute /reputed private Hospital same & similar items may be enclosed in bid documents.		
P	Financial Bid as per Annexure – VI (to be submitted online Only)		-----
Q	Price of Consumables / Accessories as per Annexure – VII (to be submitted online Only)		-----
R	Declaration of Bid Security - (Annexure-VIII)		
S	The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India, and The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification. Therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.		
T	The name of items with specification and makes/brands of the items, indigenous or imported with name of manufacturer & address must be enclosed		
U	Manual Submission of Documents in Original as per Terms of Two Bid Systems in Clause no – (iii)		
V	Bank Details : 1. Beneficiary Name : 2. Bank Name : 3. Account No : 4. IFSC Code : 5. Branch Address :		
W	Any other information, if necessary		

(ii) FINANCIAL BID :

1. The Rates are to be quoted in the given format as per BOQ
2. Along with the BOQ an additional calculation sheet should be furnished in the financial bid, mentioning all reagents/ consumables name with details, all reagents and consumables prices, number of tests per pack etc. for clear understanding of the “Cost per Test” calculation.
3. All quoted rates should be inclusive of freight charges, packing charges, forwarding & insurance Charges, Transportation and GST etc.
4. The rates should be quoted in Indian Rupees in figure as well as in words only.
5. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
6. After due evaluation of the bids Institute will award the contract to the responsive tenderer who has quoted the lowest Price per test. Taxes has to be mentioned clearly in percentage including GST.
7. L-1 will be decided on the basis of cumulative price for all the types of tests mentioned in the financial bid based on cost per test multiplied by weightage of test loads.

GENERAL TERMS AND CONDITIONS :

- A. **Validity of Tender:** The validity of the Bid tender Document shall be for 180 days from the date of opening of the bid.
- B. Qualified Bidders are required to arrange a demonstration of the equipment, if required by evaluation committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder. After due evaluation of the bid(s) Institute will award the contract to the responsive tenderer who has quoted the lowest Price per test.
- C. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the original manufacturer concerned in the format given at “Annexure-III”.
- D. The model of the item offered should not be obsolete /out of production for at least 05 years from the date of installation and commissioning of the Equipment and it should not be refurbished one.
- E. **Contract:** Initially, the contract will be for three years. This can be extended by two years based on performance. The contract may be extended further by mutual agreement between both parties. If necessary, the contract can be valid for both campuses.
- F. **Onsite Maintenance including Spare parts & Labour.**

I. The Bidder will maintain the Fully Automated blood analyser on Reagent Rental Basis at Chittaranjan National Cancer Institute, 2nd campus Newtown. for a period of five years. Any cost of maintenance within the contract period will be borne by the successful bidder. Periodic Preventive Maintenance should be ensured by the successful bidder.

If the breakdown period exceeds down time allowed, the successful bidder has to bear the loss incurred to CNCI, 2ND CAMPUS NEWTOWN.

II. The functionality and efficacy of the equipment throughout the contract period is the sole responsibility of the successful bidder. The Institute will not pay anything towards repair & maintenance of the equipment during the contract period.

III. During the contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime).

If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime.

The supplier will guarantee One visit of technical support staff every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs /breakdown calls.

IV. Upon receipt of notice of breakdown, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/Store or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ Equipment / Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/Equipment/Stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

V. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier. The firm will be required to pay a penalty of Rs. 1000/- (ONE THOUSAND) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm

VI. The supply of Equipment/Goods/Stores/Articles should be latest model and supply should be made in good condition at the CNCI, NEWTOWN site by the bidder at their own cost (i.e., F.O.R. to CNCI). Reagents and chemicals should also be supplied in good condition at the Central Stores of CNCI NEWTOWN CAMPUS by the bidder at their own cost.

VII. The Life period of any of the Reagents / consumables supplied by the successful Bidder/Bidders will have the **Minimum of two third of the expiry period remaining on the date of receipts of items** in CNCI NEWTOWN CAMPUS. The supplied items having less than two-third expiry period to CNCI NEWTOWN CAMPUS shall not be accepted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty/ Expiry of such items shall be replaced by the Bidder on free of cost.

- VIII. The supply contract will be valid from the date; when the Purchase Order Issued /formalities completed by CNCI NEWTOWN CAMPUS. This office will, however, reserve the right to conduct performance review at any time during the supply contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the supply contract by giving 30 days notices at any point of time.
- IX. Both on large and smallest units (Bottle/Strips/pack) of the Reagents & Chemicals it is mandatory to Print/ Sticker / stamp in indelible ink on label / packets / cartons “**Not for sale / for use by CNCI NEWTOWN CAMPUS only**” & No Price Should be quoted/printed on the Label. Cases wherein quoting of price cannot dispensed with, it should be covered in indelible ink.
- X. The bidder will give an onsite guarantee/ warranty/Contract for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a performance bank guarantee for Rs.50000 for the period of Contract period indemnifying the CNCI against all losses incurred by the CNCI during the warranty/maintenance /Contract period. This has to be submitted after satisfactory installation. The PBG should be valid for a period of at least 50 months form date of installation.
- XI. **Fall Clause:** If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of CNCI 2nd Campus Newtown/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Chittaranjan National Cancer Institute, 2nd campus Newtown. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to CNCI 2nd Campus Newtown by the Bidder or CNCI 2nd Campus Newtown will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
- XII. *The Institute reserves the right to accept in part or in full or reject any or more Tender / offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.*
- F. Bidders are required to quote strictly as per specification of the equipment/Apparatus/Reagents & Consumables. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV**.
- G. Additional features (in case of equipment),if any, should be listed separately in the offer.
- H. The firms should confirm that the equipment is latest model, is of latest technology and have facility for up gradation, if necessary.
- I. The Director, CNCI has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest

performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment

J. DELIVERY OF THE SUPPLIES/STORES/EQUIPMENT: -

- I. Delivery of Reagent & Chemical shall be **F.O.R to CNCI NEWTOWN CAMPUS**. The CNCI NEWTOWN CAMPUS is not liable for payments on account of Freight/Taxes/Insurance etc., which are to be paid inclusively by the suppliers.
- II. The firm will be bound to Install & Commission of the Equipment within 30 days from the date of PO/SO/Contract. Thereafter suitable action as deemed fit, will be initiated. The hospital 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.
- III. If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (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.
- IV. Part/Partial supply will not be accepted. For non-supply or part/partial supply, the total quantity should be completed within given delivery period. Hence, Part billing is strictly prohibited.
- V. The supplier will have to undertake the shifting of the instrument from the location of installation to another location within the premises of Chittaranjan National Cancer Institute, 2nd campus Newtown, should the situation arise.
- VI. All the goods ordered shall be delivered within 3 weeks from the date of issuing purchase order. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. No extra charge for packing, forwarding and insurance etc. will be paid on the rate quoted. If required, training would be done by the technical experts of the suppliers free of charge at Chittaranjan National Cancer Institute, 2nd campus Newtown.

K. INSPECTION OF SUPPLIES:-

Inspection will be done by the duly constituted committee members nominated by Director, CNCI 2nd Campus Newtown and or his authorized representatives in CNCI 2nd Campus Newtown premises at designated place.

L. PAYMENTS: -

Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment monthly basis. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by CNCI NEWTOWN CAMPUS.

The bills raised by the selected tendering Firm/Agency/Company should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm.

The details of the item needed is mentioned in Financial Bid but it is approximate detail and is subject to increase/decrease at the discretion of the competent authority of

Chittaranjan National Cancer Institute, 2nd campus Newtown. The payment would be made for actual supply taken and no claim in this regard should be entertained.

M. OTHERS:-

Tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, CNCI 2nd Campus Newtown. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Tenderer shall be forfeited by CNCI NEWTOWN CAMPUS.

The CNCI NEWTOWN CAMPUS shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Equipment/ Stores/ Goods/ Items at CNCI NEWTOWN CAMPUS.

N. PACKING & MARKING OF SUPPLIES:-

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

O. DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Director, CNCI 2nd Campus Newtown for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

P. POWER TO IGNORE MINOR DEVIATION: -

CNCI 2ND CAMPUS NEWTOWN reserves the right to ignore any trivial nature of deviation in tender documents as decided by the Competent Authority while processing the tender. The Institute may also seek any clarification / documents to substantiate the claim of the bidder at the later stage as felt necessary. However, the bidder cannot claim it as a matter of right and will be bound to comply the Terms & Conditions of the Tender without citing the ground of trivial deviation / seeking of the clarification/ documents in support of the cancellation of his/ her bid.

Q. LAW GOVERNING THE CONTRACT AND JURISDICTION.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of KOLKATA shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

R. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will be liable to deposit of Rs.50000 as Performance Security Deposit in favour of "DIRECTOR," by way of "Performance Bank Guarantee/FDR" from a nationalized /Commercial Bank (refundable after expiry of the contract period/or after the completion of 05 (Five) years contract period from the date of installation of Equipment, subject to successful fulfilment of terms and conditions, on receipt of requisite No dues certificate from the concerned Departments /authorities. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. Debarment from bidding.

- (i) A bidder shall be debarred if he has been convicted of an offence-
 - (a) under the Prevention of Corruption Act, 1988; or

- (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

T. Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes

- (i) Prohibition of
 - (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - (c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - (d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction of any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of subclause with any entity in any country during the last three years or of being debarred by any other procuring entity.

The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

The Director, CNCI has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.

Seal & Signature of Bidder

Please see annexure enclosed: - Annexure-I to VIII

S/N	Particulars	Annexure Ref.
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Annexure- I
2	Criminal Liability Undertaking	Annexure- II
3	Manufacturers Authorisation Form	Annexure- III
4	Deviation Statement Form	Annexure- IV
5	Performance Statement Form	Annexure- V
6	Financial Bid (PART -I)	Annexure- VI
7	Financial Bid (PART -II)	Annexure- VII
8	Declaration of Bid Security	Annexure- VIII

Chittaranjan National Cancer Institute, 2nd campus Newtown

Name of the E-Tender : supply and installation of one number of “FULLY AUTOMATED IMMUNO HAEMATOLOGY ANALYZER” on Reagent Rental contract (COST PER TEST BASIS) for 5 years, Quantity 1 for CNCI 2nd Campus Newtown

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

To
The Director,
CNCI, KOLKATA

Sir/Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to CNCI KOLKATA to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to CNCI NEWTOWN CAMPUS.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, CNCI NEWTOWN CAMPUS, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the Equipment, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. Performance security of Rs.50000 shall be deposited by me/us in the form of FDR/Bank Guarantee in favour of CNCI, KOLKATA on award of the contract from a Nationalized / Commercial Bank and shall remain in the custody of the Director, CNCI till the validity of the warranty period plus two month (i.e. for 60 months from date of installation).
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
8. If I/We fail to supply the stores in stipulated period the CNCI 2nd Campus Newtown has full power to compound or forfeit the Bid Security/security deposit.

9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.
10. I/we undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Director, CNCI NEWTOWN CAMPUS, India.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make/Model /Catalogue/ technical literature description.
13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) supplied with each Equipment by Principal Manufacturer in Original to CNCI NEWTOWN CAMPUS.
14. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Reagents at the prices and rates not exceeding those mentioned in the Financial Bid.
15. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required during warranty period.
16. I/we undertake to get the Equipment repaired within 48 hours of the receiving of the complaint from the CNCI failing which a penalty at the rate of 1000/- per day from pending bill/Bank Guarantee before releasing the same to us after 38 months.
17. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period The Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder

With seal of firm

(Name of Bidder)

Place

Date.....

ANNEXURE – II

Name of the E-Tender: Fully Automated Immuno Haematology Analyser on Reagent Rental Basis at Chittaranjan National Cancer Institute, 2nd campus Newtown.

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.100/-Non-judicial Stamp Paper duly attested by Public Notary)

I.....S/o.....
.
Resident of

.....
.....

. do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of M/s.
2. No police case is pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.

(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted by any Government authority/ organisation.
4. I/We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

Annexure-III 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.

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 Manufacturers 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 Goods, manufactured by us (**insert name and or brief description of the Goods**), and to subsequently negotiate and sign the contract.

We accept the warranty / Guarantee condition mentioned in the tender documents of Chittaranjan National Cancer Institute, 2nd campus Newtown.

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 on behalf on: (**insert complete name of Bidder**)

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

Annexure - IV Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the tender Technical Bid Specifications (parameter wise).

Specification	Deviations	Remarks (including Justification)

Note :

1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating (parameter wise) “ *No Deviations*”

Place :

Date :

Signature and seal of the
Manufacturer/Bidder

Annexure – V

Performance Statement Form

Name of the Firm

Sl No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order	Have the items been Supplied satisfactorily (Yes/No)

Signature and seal of the manufacturer / Bidder

.....

Place :

Date :

Note : Documents to be attached. (i.e PO Copies of earlier supplies made to any Govt. Hospital / Reputed Pvt. Hospitals for same / similar type of equipment on Reagent Rental basis)

Annexure- VI

Financial Bid (Part –I)

	Name of Test/ Product Name	Tentative Annual Requirement	Pack Size of the Reagent	Cost of Reagents Pack size	Nos. of Test/Pack	Cost per test (Including Cleaner, Washer, Diluent, Kits, Controls, Calibrator, Qcs, Tips, required any other Calibrator, Qcs, Tips, required any other consumables etc.	Add GST	Net Cost per test (including GST)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
1	Blood Grouping Regular	15000						
2	Blood Grouping Extended	5000						
3	Antibody Screening 3 Cell Panel	10000						
4	Phenotyping Rh & Kell	5000						
5	Weak D	2000						
7	Antibody Identification	1000						
7	Extended Phenotyping	1000						
8	Antibody Titre Ig G	100						
9	Antibody Titre Ig M	200						
10	Anti M Phenotyping	100						
11	Anti N Phenotyping	100						
12	DAT	5000						
13	Platelet Crossmatch	1000						
14	Antibody Screening pooled o	15000						
15	Crossmatching	15000						

N B : Tentative Annual Requirement may be increase or decrease as per patients load.

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. That the equipment will be delivered within 30 days.
5. That onsite unconditional warranty is 5 years.
6. That I/We undertake that the information given in this tender are true and correct in all respects.

Signature of the bidder with seal.

Date:

Place:

9	Antibody Titre Ig M							
a								
b								
c								
10	Anti M Phenotyping							
a								
b								
c								
11	Anti N Phenotyping							
a								
b								
c								
12	DAT							
a								
b								
c								
d								
13	Platelet Crossmatch							
a								
b								
c								
d								
14	Antibody Screening Pooled							
a								
b								
c								
d								
e								
15	Cross matching							
a								
b								
c								
d								

* The above quote should include all applicable taxes.

NB. L-1 will be decided on the basis of cost arrived as per part-I of Financial bid after taking expected test load on average for calculation. The part-II should be filled up properly for future reference and placing of purchase order to L-1 bidder

Signature of the bidder with seal.

Annexure- VIII

Declaration of Bid Security

Name of the E-Tender: Fully Automated Immuno Haematology
Analyser on Reagent Rental Basis at
Chittaranjan National Cancer Institute, 2nd
campus Newtown.

To
The Director
CNCI Kolkata-700160

Dear Madam/Sir,

I/We Mr./Ms. _____ authorized person to sign the bid document for Tender for Fully Automated Blood Analyser on Reagent Rental Basis do here by declare that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them.

I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.

If we withdraw or modify the bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline as defined in the tender document/ LoA, we will be suspended for the period of time specified in the debarment clause in tender document from being eligible to submit Bids/Proposals for contracts with CNCI kolkata.

Signature of Bidder

With seal of firm

CPPP PORTAL INSTRUCTIONS TO BIDDERS

General:

The Special Instructions (for e-Tendering) supplement „Instruction to Bidders“, as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. CPPP portal is a new methodology for conducting CPPP Portal in a transparent and secured manner.

Instructions:

1. Tender Bidding Methodology: Two Stage Online Bidding

2. Broad outline of activities from prospective Bidders:

1. Procure a Class III Digital Signature Certificate (DSC) if needed
 2. Register on the e tender
 3. Create Users on the above portal
 4. View Notice Inviting Tender (NIT) on the above portal
 5. Download Official Copy of Tender Documents from the above portal
 6. Seek Clarification to Tender Documents on pre bid meeting
 7. Bid-Submission on the above portal.
 8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
 9. Post-TOE Clarification on the above portal (Optional)
 10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)
- For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with

IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration :

CPPP portal as per Govt rules

1. The Bidder must ensure that after following above, the status of bid submission must become –
“Submitted”.
2. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
3. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
4. The Financial part may be downloaded and rates may be filled appropriately.
Broad outline of submissions are as follows:
 - (i) Submission of Bid Parts (Technical & Financial)
 - (ii) Submission of information pertaining to Bid Security/ EMD.
 - (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid

Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of BOQ of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as **Annexure** are to be uploaded. **Processing Fee : nil**

Offline Submissions:

1. EMD-Bid Security in Original, in shape of FDR/BG only pledged in favour of Chittaranjan National Cancer Institute, , KOLKATA
2. Documents as Per NIT

Public Online Tender Opening Event (TOE)

The CPPP portal offers a unique facility for „, Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE) from the comfort of their offices.

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure Online Tender Opening Event

(TOE)“ has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders.

There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note: In case of internet related problem at a bidder“s end, especially during „critical events“ such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder“s responsibility .

Other Instructions

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following „FOUR KEY INSTRUCTIONS for BIDDERS“ must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal OR AS PER CPPP PORTAL RULES
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization“s concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc)

BOQ DETAILS

		Tentative Annual Requirement	Pack Size of the Reagent	Cost of Reagents Pack size	Nos. of Test/Pack	Cost per test (Including Cleaner, Washer, Diluent, Kits, Controls, Calibrator, Qcs, Tips, required any other Calibrator, Qcs, Tips, required any other consumables etc.	Add GST	Net Cost per test (including GST)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
1	Blood Grouping Regular							
2	Blood Grouping Extended							
3	Antibody Screening 3 Cell Panel							
4	Phenotyping Rh & Kell							
5	Weak D							
7	Antibody Identification							
7	Extended Phenotyping							
8	Antibody Titre Ig G							
9	Antibody Titre Ig M							
10	Anti M Phenotyping							
11	Anti N Phenotyping							
12	DAT							
13	Platelet Crossmatch							
14	Antibody Screening pooled o							
15	Crossmatching							

N B : Tentative Annual Requirement may be increase or decrease as per patients load.

Sub: supply and installation of one number of “FULLY AUTOMATED IMMUNO HAEMATOLOGY ANALYZER” on Reagent Rental contract (COST PER TEST BASIS) for 5 years, Quantity 1 for CNCI 2nd Campus Newtown

Annexure I

Terms & Conditions:

1. **Deliver at :**Chittaranjan National Cancer Institute, 299. DJ Block, Action Area D, Newtown, Kolkata: -700160,West Bengal, India.
2. **Delivery terms:** Delivery as per requirement COST PER TEST BASIS. All costs are to be borne by the supplier.
3. **Price:** The above price is inclusive of all taxes, freight, and insurance charges on FOR destination basis.
4. **Payment Terms:** 100% within 30 days on receipt of report in satisfactory condition, installation, and submission of Invoice.
5. **Bill to:** Director, Chittaranjan National Cancer Institute, 299. DJ Block, Action Area D, Newtown, Kolkata: -700160, West Bengal, India.
6. **Advance Payments:** No advance payment (s) will be made.
7. **Paying Authority:** monthly basis. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill.
 - (i) Ink-signed copy of Seller’s bill.
 - (ii) Claim for statutory and other levies to be supported with requisite documents/proof payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.
 - (iii) Exemption certificate for Excise duty / Customs duty, if applicable.
 - (iv) 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 Purchase Order).
 - (v) Any other document/certificate that may be provided in the Purchase Order
 - (vi) User Acceptance.
8. **Amendments.** No provision of the present Purchase Order 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 Purchase Order and signed on behalf of both the parties and which expressly states to amend the present Purchase Order.
9. **Other Charges:** The Institute will not pay any other charges not mentioned in the Purchase Order.
10. **Repeat Order Clause.** CNCI can order up to 50% quantity of the items under the present Purchase Order within six months from the date of supply/successful completion of this Purchase Order, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of CNCI to place the Repeat order or not. **Repeat Order Clause may be exercised more than once, provided these orders do not exceed 50% of the original order quantity.**
11. **Liquidated Damages.** In the event of the Vendor’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 Purchase Order, CNCI may, at its discretion, withhold any payment until the completion of the Purchase Order. CNCI may also deduct from the vendor as agreed liquidated damages to the sum of 0.5% of the Purchase Order 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 exceeding which the order may be terminated.
12. 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 Purchase Order), 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 Purchase Order.

- b. In such circumstances the time stipulated for the performance of an obligation under the present Purchase Order 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 Purchase Order 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 Purchase Order 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 the terms provided in the agreement for the goods received.

13. Termination of Purchase Order: Conditions that should lead termination of the Purchase Order: -

- a. Sub-letting of the Purchase Order.
- b. When the supplier fails to honor any part of the Purchase Order including failure to deliver the services in time.
- c. When the supplier is found to have made any false or fraudulent declaration or statement to get the Purchase Order or he is found to be indulging in unethical or unfair trade practices.
- d. When both parties mutually agree to terminate the Purchase Order.
- e. When the item offered by the supplier repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or offer items conforming to the Purchase Ordered quality standards.
- f. Any special circumstances, which must be recorded to justify the cancellation or termination of a Purchase Order.
- g. The delivery of materials is delayed indefinitely due to causes not attributable to Force Majeure after scheduled date of delivery.
- h. The Vendor is declared bankrupt or becomes insolvent.
- i. The delivery of services is delayed due to causes of Force Majeure by more than six months. Provided Force Majeure clause is included in Purchase Order.
- j. CNCI has noticed that the Vendor has utilized the services of any Indian/Foreign agent in getting this Purchase Order and paid any commission to such individual/ company etc.
- k. As per decision of the Arbitration Tribunal.

14. Notices: Any notice required or permitted by the Purchase Order shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail / airmail/ courier addressed to the last known address of the party to whom it sent.

15. Transfer and Sub-letting: The Vendor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Purchase Order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Purchase Order or any part thereof.

16. Patents and other Industrial Property Rights: The prices stated in the present Purchase Order shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks, and payments for any other industrial property rights. The Vendor shall indemnify CNCI against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Vendor shall be responsible for the completion of the supplies irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

17. Arbitration: All disputes or differences arising out of or in connection with the Purchase Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Purchase Order or relating to performance, which cannot be settled amicably, may be resolved through arbitration.

18. All disputes will be subject to the jurisdiction of local court.

19. Guarantee / Warranty: As per company norms.

20. Order Acknowledgment: Please send an order acknowledge immediately by accepting this order.