



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)

E-TENDER

Notice Inviting e-Tender No: CNCI/eNIT- 39/2020-21

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

Last date of submission of tender--- 12.01.2021 at 14.00 Hours

Date and time of opening of tenders---13.01.2021 at 14.00 Hours

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

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/eNIT- 39/2020-21

Dated 22.12.2020

File no : HA-746/2020-21

Director, Chittaranjan National Cancer Institute, Kolkata an Autonomous body under Ministry of Health & Family Welfare, Govt. of India. Invites **On-line Two Part bids** for the supply of Medicinal Items(Anti –Cancer Drugs) for **Chittaranjan National Cancer Institute, , Kolkata-700026.**

SL .NO	NAME OF THE	Particulars	No. of items on each category	Sl. No. In the list of items Quoted	EMD Deposit.
1	ANTI – Cancer Drugs	Drugs			On each item wise @ Rs. 23,000.00

Sl. No.	Description	Schedule
i.	Date of sale of tender enquiry documents	22.12.2020 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.	Tender Venue	Chittaranjan National Cancer Institute 37, S.P. Mukherjee Road, Kolkata- 700026
v.	Closing date & time for receipt of Tender	12.01.2021 at 14.00 Hours
vi.	Time and date of opening of Techno – Commercial tenders	13.01.2021 at 14.30 Hours
vii	Opening of Techno Commercial Tender	To be notified later

GENERAL CONDITIONS OF CONTRACT :-

**** Bidder must be a company having Annual Turn Over above 60 crore to participate for anti-cancer drugs , on each year for the last 3 Financial years (2016-17,2017-18,2018-19)**

- 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 Drugs 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 : cnci.ac.in.
- 5). EMD in form of Demand Draft to be submitted as per each item by participating bidder i.e. item wise calculated EMD based on the basic unit **Rs.23,000/- multiplied by the Number items 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 Offer .
- 6). Non-payment of EMD except in cases where payment of EMD is specifically exempted.
- 7).State Public sector Undertaking and MSME 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).The supplier shall, after supply of drugs at the specified destinations, submit Invoice(Original) certificate of analysis of each batch test in **In- house testing Laboratory and NABL Accredited Drug Testing Laboratory / Central Drug Laboratory with other relevant documents** , at the office CNCI/Kolkata claiming payment for the supply made.
- 10).The supplier shall supply the Medicines at CNCI / Kolkata and submit the copy of Invoice, copy of Purchase Order, Test Report, Delivery Challan and other relevant Documents along with the Supply.
- 11). The supplier shall take utmost care in supplying Quality Drugs and ensure that the batch Number mentioned in the Packages of the items tally with the batch Number mentioned in the Invoice produced to the Consignee for payment .

- 12). The Bidder shall submit the certificate of analysis from an **NABL Accredited Drug Testing Laboratory/ Central Drug Laboratory** with necessary protocols for every batch of items supplied along with consignment .
- 13). All payments are to be made on INR. Vendors are required to submit their Bill in INR only.
- 14). Bidders are requested to read thoroughly the contents of Tender documents from e-Portal and quote accordingly .If the subject is not under your scope of supply, don't participate.
- 15). Maintenance of **cold chain conditions** shall apply to all drugs requiring such conditions irrespective of the fact whether they are included in the specific group of drugs requiring cold storage or not .
- 16). More than one product shall not be included in one Invoice. Supplies relating to more than one purchase order shall not be included in one Invoice.
- 17). On finalization of the Contract the 1st set of Purchase Order will be issued to each supplier as per item wise L-1 offer basis.
- 18).The Quantity supplied in excess of the total ordered quantity will not be accepted.
- 19). The Labeled shelf life of drugs supplied should be not less than the period mentioned against each item in list of Drugs Tendered. Only those bidders who can manufacture and supply the product with the required shelf life shall only quote the product. The product of labeled shelf life lesser than required shelf life will not be accepted.
- 20).The Bidder / Supplier shall not have two different shelf life for the same product.
- 21). All items supplied should retain prescribed Quality and Maximum potency throughout the **shelf life** and should have maximum 70-75 % shelf life from the date of Manufacture when supplied to the Consignee .Any Drug supplied without following the above conditions will be rejected .
- 22). The Bidder shall submit the certificate of analysis from an NABL with necessary protocols for every batch of items supplied along with the consignment.
- 23). The items shall be supplied in the package and shall carry the logograms and printing with bar coding conditions. Logogram means: Sale in CNCI shall appear in all products. Each vial pack. Not for sale outside.
- 24). The supplied items MRP should be mentioned both Package & Vial stamp to be embossed as declaration "**Sale in CNCI only not for outside Agency to be Printed on both Package & Vial.**
- 25). If the L-1 supplier has failed to supply the required items in full/in part within the stipulated time or within the time extended as the case may be; the Tender Inviting Authority will cancel the unexpected quantity of purchase order. On such cancellation, the bidder or to the next bidder according to the bid ranking status.

26). Purchase order will be placed with the successful bidder based on the existing stock, availability of Funds, direction of Govt. and / or, at the discretion of the Tender Inviting Authority.

27). The drugs supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions as specified on TE. Drugs supplied in contravention to any of the provisions of the Drugs & Cosmetics Act and rules made there under will be rejected.

28).The supplier shall supply the Drugs required by the Tender Inviting Authority at the destination within the period stipulated in the Purchase Order.

The Bidder offering drugs requiring special cold storage conditions should have their own cold chain transporting system.

29). Termination of Insolvency : If the successful bidder becomes bankrupt or otherwise insolvent , the Tender inviting Authority reserves the right to terminate the contract at any time by serving written Notice to the successful bidder without any compensation .

30). No compensation is payable to the supplier in the event of any termination of contract.

31). The certificate of GMP(Goods Manufacturing Practice) , non-conviction , market standing etc produced shall be either for production before CNCI/Kolkata or in general terms and shall be currently valid .

32). Price Bid (BOQ) : The price bid of those firms qualified in the technical evaluation will be opened for evaluation . The price bid (BOQ) file shall be downloaded from the e-tender portal and quote the prices on respective fields before uploading it. **The bidders shall not re-name the BOQ files downloaded** . The Bidder shall quote prices in all necessary fields in available format. All areas of BOQ File shall be filled by the Bidder. The Price Bid shall be submitted online in the format given in this document as Price Bid Form.

34). The Bidder should hold valid GMP certificate issued by the licensing Authority. If the offer Products are manufactured from more than one Unit, all the units shall be GMP certified.

35). The bidder shall not be convicted under the Drugs and Cosmetics Act and other Laws administered by the Department and no prosecution actions shall be in progress or pending against the licensee and the license of the Firm shall not be cancelled or suspended for non compliance of provisions or Drugs and Cosmetics Act 1940 and the rules 1945. The bidder shall submit non-conviction certificate for the drugs offered .

36).Tender should not be submitted for the product / products which has/ have been blacklisted.

37). The Tender Inviting Authority shall issue Letter of Intent / Purchase Order in respect of the Drugs selected .Communication by email will be deemed as valid communication .

38). EMD will be forfeited, if a bidder / successful bidder:

- a). Misrepresents facts or submit false / fake documents during the tender process .
- b). Violates any Terms and conditions of the Tender Documents.
- c). Withdraws its bid after the opening of Technical Bid.
- d). Fails to produce hard copies of the documents as specified or to sign the contract after issuance of letter of Intent.
- e). Fails to furnish security deposit after issuance of letter of Intent .

39). Language Bid : The Bid preparation by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender inviting Authority , shall be in **English Language** .

40). The person signing the documents shall have due power of Attorney/ Resolution of Board made by the Board of Directors/ Partnership/ Proprietor etc.

41). If the drug is official in Indian Pharmacopoeia(IP), the License to manufacture the product shall be for IP specification. The product permits submitted for any other official monographs will not be accepted for the item and such offers will be rejected summarily.

42). The bidder shall furnish a declaration of having read and accepted the contents of the Tender Document in full.

43).All clauses of the Tender Document shall be duly filled up before submission .Any clause left unfilled or improperly filled will lead to rejection of the bid.

44). **An offer submitted in vague/ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected.**

45). A prospective bidder requiring any clarification of the Tender Documents may notify the Tender Inviting Authority in writing or by email.

46). Period of validity of Tender : The Tender must remain valid for **minimum 180 days** from the date of opening of Technical Bid. A Bid valid for shorter period shall be rejected by the TIA as non responsive

47). The bidder cannot withdraw the bid within the minimum price firmness period of 180 days .

48). TIA may for any reason modify the condition of Tender documents by an corrigendum/ addendum prior to the last date of submission of Tender .

49). The Bids are to be submitted in two parts i.e. Technical Bid & Price Bid .

50). **The TECHNICAL BID-** shall contain the complete technical details of the firm and the documents to prove the eligibility and competency of the bidder .

1. Part I of the tender should contain set of complete specifications and a soft copy detailing

Brands/ formulations in prescribed format as mentioned below

- Name of the Company,
- o Mfg. License No.
- o Validity.
- Category
- Generic Name
- Brand Name
- Strength
- Packing
- Type (Formulation)
- Mfg. facilities: Own / Loan License / Third Party
- WHO-GMP/ ISO /US-FDA/ CEE certification(any one)
- Performance Certificate for the past three years issued by local FDA
- Cold chain supply logistic details
- Patent & Date of expiry of patent

2. Company should give list of their research protocols or academic activities, and any specific patient care services (SGV.3 format) for each oncology molecule.

3. Terms and conditions for the supply of items as per the schedule on rate contract basis for a period of two years commencing from date of agreement.

- Company shall quote firm offer. Conditional offers will not be considered.
- Validity: Quoted rates as per tender must remain valid for six months from the due date.
- Tenders offered with shorter validity period will not be considered.
- Company shall quote only for drugs for which analytical reports and GMP certification are available. These should be attached as a separate enclosure
- Tenders after due date will not be accepted under any circumstances
- The tender may be considered incomplete, irregular and invalid unless accompanied by the following
 - a. Analytical Reports
 - b. GMP Certificate
 - c. Copy of FDA License
 - d. No conviction/performance certificate from relevant state FDA authorities.
 - e. Name and address of all Partners/Director of the vendor,
 - f. Balance Sheet and Profit and loss account of the vendor for the last three years.
 - g. Company PAN Card photo copy.
 - h. income Tax Assessment certificate issued not earlier than
 - i. Sales Tax clearance Certificate for the year

j. copy of Sale Tax Registration and Factories Act Registration or Small Scale

Industries Registration as applicable.

k. NEFT form

i. An affidavit by the applicant on a stamp paper of Rs. 100/-, that the vendor has

not been debarred or blacklisted by any public or private hospital.

51). PART II COMMERCIAL BID .As per BOQ. The price bid (BOQ) in the prescribed proforma shall be submitted online only. Submission of price bid (BOQ) in any other form will lead to rejection of bids .

52).The price quoted by the bidders shall not, in any case, exceed the controlled price if any, fixed by the Central / State Government and / or the Maximum Retail Price (MRP).

53). The tender has been called in the generic names of drugs. The bidders should quote the rates for the drugs in generic names.

54). **Rates** (inclusive of packing & forwarding , Sales Tax, ED Customs Duty, transportation , handling , loading & unloading Insurance, and any incidental charges) inclusive GST , should be quoted for each of the required drug separately **on door Delivery basis**. The Tender has been called for in the Generic names of Drugs. The bidders should quote the rates for the drugs in generic names .Conditional BID shall not be accepted. The price quoted by the bidder shall not exceed the ceiling price as fixed by NPPA(National Pharmaceutical Pricing Authority as per provisions of “Drugs Price Control Order “ and the quoted rate should be at least 20% less than it’s MRP. In extraordinary cases the Director / CNCI has discretion to take decision.

55). The rate quoted in **BOQ** (Landed Price) will be considered for bid ranking .

56). In the event of the specified date for opening of Tender being declared holiday , the Tender shall be opened at the appointed time on the next working day.

57).Bids of firms who have furnished all the required documents for each of the product quoted alone will be considered .A firm quoting for more than one product and if the required /proper document is not furnished for any of the product then offer of that product will be rejected summarily.

58). The complaints/ Suggestions /comments received will be scrutinized and the findings along with the rank list(L1,L2,L3 etc) will published in the website of CNCI. Final rate list of L1 bidder will be published in the website of CNCI.

60). Tender Inviting Authority’s decisions on the tender submitted be based on the recommendation of the Technical Committee as appointed by TIA/ CNCI .

- 61). Inspection : Inspection of the production and rated facilities of bidders / suppliers will be at the discretion of the TIA . Copy of one full set of the documents submitted for the bid should be made available at the time of inspection .
- 62). Failure to produce any of the original documents for verification will result in the rejection of the tender .
- 63). Acceptance/Rejection of Bids : Tender Inviting Authority reserves the right to accept/reject/cancel or defers the Tender submitted for any or all items on lack of documentation or other without assigning any reason .
- 64). Quality of the product supplied .the competency of the bidder to supply the products in the quantity and quality specified and as per the supply schedule .
- 65). Proper packing, Transport and other Factors that could affect the quality and shelf life of the items would also be considered .
- 66). Quality of drugs with proper cold storage delivery system are to be procured and supplied .
- 67). Where any drug is found to be not of standard quality or misbranded or adulterated or spurious contravenes the provisions of the Drugs and Cosmetics Act or Rules , the payment for the entire supply of the batch(s) concerned will be withheld or recovered .
- 68). **Blacklisting / Debarring** : The event occurring by the operation of the conditions under which the bidders will be prevented from participating in the future bids of Tender Inviting Authority for a period of 3 years by making false and misleading declaration .
- 69). The money spent by the Institution is public money and hence accountable . All decision will be published from time to time on our website /CNCI. Bidders could prefer appeal to the **Director ,CNCI** against all decisions of the Institution.
- 70). **Security Deposit** :A security deposit amounting to @ 10 % of the total value of the awarded items as per Letter of Intent including taxes, which shall be furnished by the successful bidder to the TIA within 15 days from the date of communication of LOI.
- 71). TIA will release the Security Deposit without any interest to the bidder on successful completion of bidder's all contractual obligations .
- 72). **Bank Guarantee** : Bank Guarantee @ 10% to be submitted in place of security deposit / performance bank guarantee shall be in the prescribed format to this document . Bank Guarantee in no other form will be accepted and will be liable for rejection of the same .
- 73).**Force Majeure** : If a Force Majeure situation arises , the successful bidder shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof with satisfactory documentary proof , within 21 days of occurrence of such event. The time of making

supply may be extended by the Tender inviting Authority at its discretion for such period as may be considered reasonable.

74). **Resolution of Disputes** : If disputes or difference of any kind shall arise between the TIA and the successful bidder in connection with or relating to the contract , the parties, shall make every effort to resolve the same amicably by mutual consultations.

75). **Corrupt or Fraudulent Practices** : It is required that all concerned namely the bidders/successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts .Suppression of facts such as blacklisting of the product /bidder elsewhere for reason of failure in quality /conviction under Drugs and Cosmetics Act / Submission of fake document will be deemed as Fraudulent Practices. Making false / incorrect statement will also be treated as fraudulent practice.

76). The contract shall be governed by and interpreted in accordance with the Laws of India for the time being in force . Any or all disputes arising out of this tender which are not amicably settled will be subject only to the jurisdiction of Courts of Law within the jurisdiction of Kolkata High Court .

77). **Liquidated Damages** : LD will be levied at the rates @ 0.5 % per day for value of the delayed supply subject to a maximum of @5 %.

78). **GOVT. SUPPLY** : Supplied products shall be printed with logogram and with formal packing specification and stamped as Sale in CNCI only not for outside.

79). **Enhancement of ED/ GST** : In case of any enhancement in ED / GST due to Govt. notification after the date of submission of Bid and during the tender period , the quantum of additional ED/ GST so levied will be allowed to be charged without any change in price structure of the items approved under the tender provided the supply is made on time .

80). The supply schedule is to be strictly maintained .Leaked , soiled , wetted, Broken containers with damaged labels and drugs without freezing arrangement shall not be accepted .

81). The Supplied Drugs must have **75%** of **Shelf Life** period in accordance with schedule p of Drugs and Cosmetics Rule 1945 and in case of vaccine and cold chain product minimum shelf life period must be 75 % as per the Schedule p of Drugs and Cosmetics Rules, 1945.

82). **Letter of Intent**: Is an intimation informing the successful bidder the approximate quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.

83). For Oncology molecules , it is necessary to submit the SGV.3(Scale Vector Graphic) form as required duly filled and signed and to be enclosed in the PART –I ENVELOP .

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

85) Director CNCI reserves the right to include any items from any company best on recommendation of technical committee and such decision shall be final and binding.

86) All vendors shall declare the willingness to continue the RC for one more year under the 87) same terms and condition after the completion of RC period. The Director, CNCI may authorize and /or recommended the extension of the RC beyond the decimated RC period

88) Vendors also have to declare willingness to supply the items at CNCI (Rajarhat) Campus with same terms and conditions.

List of Tendered Items (Anti- Cancer Drugs) : Tender No : **CNCI/eNIT- 39/2020-21**

ANTI - CANCER DRUGS for *CNITTARANJAN NATIONAL CANCER INSTITUTE (CNCI)*.

Sl No.	Drug Name	Strength	Unit	Tendered Quantity		
1	Inj Epirubicin	50 mg		2500		
2	Inj Peg GCSF	6mg		1000		
3	Inj Bevacizumab	100 mg		600		
4	Inj Leuprolide depot	22.5 mg		250		
5	Inj Denosumab	60 mg		100		
6	Inj Erythropoietin	40K		250		
7	Inj Calcium Leucovorin(room temperature stable)	50 mg		1000		
8	Tab Letrozole	2.5 mg		1000 Strips		
9	Tab Anastrozole	1 mg		1000 Strips		
10	Tab Tamoxifen	20 mg		1000 Strips		
11	Tab Axitinib	5mg		50 Strips		
12	Tab Gefitinib	250 mg		1000 Strips		
13	Tab Lenvatinib	4mg		1000 Strips		
14	Inj Nab Paclitaxel	100mg		1000		
15	Inj Eribulin	2mg		500		
16	Tab Temozolamide	250 mg		1500 Strip		
17	Tab Medroxy progesterone	160 mg		1000 Strip		
18	Tab Abiraterone acetate	250mg		1000 Bottles		
19	Tab Enzalutamide	80		500		
20	Tab Aprepitant	1kit		1500		
21	inj Palonosetron	0.25mg		1000		
22	Tab Everolimus	5mg		1000 Strips		
23	Tab Sorafenib	200mg		1000 Strips		
24	Tab Lenalidomide	25mg		1000		
25	Tab Bicalutamide	50mg		1000 strips		

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

ANNEXURE - I

DETAILS OF MANUFACTURING UNIT

1. Name of the Bidder :
2. Address :

3. IT PAN NO :
4. Office Phone No : Mob No :
5. E-mail :
6. Drug Mfg. License No & Date :
7. Issued by :
8. Valid up to :
9. Contact person ;
10. Designation :
11. Mobile No, :
12. E Mail :

NB: The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.

DECLARATION BY BIDDER .

I/We, Sole Proprietor / Managing Director /Managing Partner of M/s.

.....having its registered Office / Place of Business at

..... Do hereby declare that I/We have carefully read all the conditions of tender No.....for the procurement of

Drugs/supplies for the period of 2020-21 floated by the CNCI/ Kolkata and I /We declare that I/We will furnish the Certificate of Analysis of each batch of item tested in an NABL accredited lab/ Central Drug Testing Laboratory approved for the purpose along with the consignment .

I/We do hereby understand and agrees that in the event of failing to produce the certificate or the submitted certificate found not genuine /forged at any stage, the contract will be liable to be terminated and where the failure is observed after the conclusion of the contract, we will be liable for all penal actions such as termination of contract and blacklisting .

Signature :

Seal :

Name & Address of the Bidder :

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.

(herein 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 upto

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.

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, upto your first written 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 :

Tender No CNCI/eNIT- 39/2020-21

1. **Terms Of Price:** F.O.R. (Delivery free)– CNCI , STORES, 37,S.P. Mukherjee Road, Kolkata - 700026 , at your cost. The price is firm and fixed till the execution of order. However, **price should be INR** is inclusive of all Taxes, 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, Test Certificate ,Inspection Certificate, Guarantee Certificate, Conformity Certificate, Instruction & Operational Manual , packing list etc.) to be delivered to the consignee .
4. **Inspection :** Pre dispatch inspection: As per the SOTR. Receipt Inspection .
5. **Warrantee:** as per terms.
6. **Liquidated Damage :** In case delay in delivery beyond contractual delivery date, CNCI reserves the right to recover LD. @ ½ % per week or part there of subject to maximum 5 % of order value of the undelivered materials.
7. **Force Majeure :** As per existing order of ministry of Law.
8. **Custom duty :** If applicable, C.D. Exemption certificate where applicable will be provided by CNCI on submission of the following documents:-
 - (i) Copy of Order on Overseas Firm.
 - (ii) Copy of Invoice of Overseas Firm and packing list of the B & D spares of the Overseas Firm.
 - (iii) Copy of Bill of Lading/ Airway Bill.
9. **Arbitration:** i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be referred to the Director, CNCI, 37, S.P. Mukherjee Road , Kolkata -700026 for appointment of a sole arbitrator for

adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

viii) **The language of the proceeding shall be in English.**

10. Individuality of Contract : This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that Firms may have with CNCI .

11. Validity of Offer: The offer has to be kept valid for 180 days from the date of P.O. for main supply.

12. Payment Terms : 100 % of order value shall be paid against delivery and acceptance at CNCI and on submission of Performance Bank Guarantee of equivalent amount, valid up to expiry of guarantee period and on production of the following documents addressed to the Director ,CNCI, Kolkata :

(4 copy each along with one original copy 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) shelf life certificate.

(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, GRSE shall have also the right to cancel the Order and obtain items from alternative source at firms complete risk and cost.

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

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

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

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

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

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 of @10% of PO value is applicable in this tender .

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**”.

Annexure –VI

Chittaranjan National Cancer Institute

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

Tender No CNCI/eNIT- 39/2020-21

AMPLIFICATION OF COMMERCIAL TERMS

1. Technical Specification :The Technical Specification & scope of supply as mentioned tender enquiry have been fully understood by me/us and our offer is submitted as per SOR(If no, details of deviation is to be furnished in a separate sheet marking Technical deviation).	YES/No.
2. Firm Price : Price will remain fix and firm till execution of order .	YES/No.
3. Preferably withinWk. from receipt of Order / LOI until unless specified in SOTR. If anything specific is considered in SOTR, relevant SOTR clauses to be considered as final.	YES/No.
4. Terms of Price : Rate quoted is on FOR CNCI/Stores/Kol-26	YES/No.
5. Terms of Duties: Please indicate (i). SGST (ii). CGST (iii).IGST (iv) Any other Taxes (v). Any Other Duties (vi) Quoted rates is all inclusive	-----% -----% -----% -----% -----% YES/No.
6. Payment Terms : 100% as per TE	YES/No.
7. Liquidated damage : For delay in delivery L.D. @ ½% per week or part thereof on undelivered portion of the order subject to a maximum of 5% of total value of the order will be levied .	YES/No.
8. Risk Purchase : For failure to delivery material within the contractual delivery from alternative source art supplier's risk and cost .	YES/No.
9. Validity of offer is upto 180 days from opening of tender .	YES/No.
10. Guarantee / Warranty : as per TE	YES/No.
11. Firm is registered with the Units	SSI/NSIC
12. Inspection : Receipt Inspection by CNCI User Dept.	YES/No.
13. Arbitration Clause :CNCI std. Arbitration including jurisdiction clauses are accepted .	YES/No.
14. Deviation List on Technical/ Commercial Point, if any , attached .	YES/No.
15. All points of STAC accepted by the Firm excepting clause No.....of STAC &cendor's stand on these STAC points is mentioned in Deviation List of Commercial terms as attached	YES/No.
16. GSTN Number	
17. Performance Bank Guarantee	YES/NO.
18. Experience of working in any Govt./semi Govt./Autonomous/ Large Private Hospital may be mentioned , - If YES - mention , how many years	YES/NO

Date.....

Signature & Office Seal.....