

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

**Notice Inviting e-Tender No: CNCI/eNIT/575/1/2019(3<sup>rd</sup> call)**

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

<b>SL .NO</b>	<b>NAME OF THE EQUIPMENT/ INSTRUMENT</b>	<b>Section</b>	<b>Qty.</b>	<b>EMD (Rs.)</b>
<b>1</b>	Floor Model Ultracentrifuge	CRIF	one	1,20,000.00

**Last date of submission of tender--- upto 14.00 hrs. on 30.11.2019**

**Date and time of opening of tenders---14.00 hrs. on 02.12.2019**

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

**Director**

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

**Ref. No: A-4.505/2017/Ultracentrifuge**

**Date:07.11.2019**

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

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The tender documents must be accompanied with scanned copy of EMD in the form of Demand Draft (DD) in favour of the Director, CNCI, Kolkata, payable at Kolkata (Refundable as per rule). Original Demand Draft for EMD must be submitted to the Director, CNCI, Kolkata positively up to: **(upto 14.30 hrs. on 30.11.2019)** failing which the tender shall be summarily rejected.

The bidders who participated in the tender no. **CNCI/eNIT/575/1/2019(3<sup>rd</sup> call)** and submitted EMD need not furnish EMD again if they take part in the 2nd call

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

Note:-

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

Director

### **ELIGIBILITY CRITERIA**

The tenderer/ Vendor should have experience to supply (i) Floor Model Ultracentrifuge in State/Central Govt./Autonomous Body or any reputed institution. List of current users in and around Kolkata is to be submitted.

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

- i) Copies of Income Tax/Service Tax returns for the latest three assessment years.
- ii) Copy of Trade License essential for carrying out the activities under the contract.
- iii) GST enrolment Certificate.
- iv) Copy of PAN CARD of the Proprietor/ Partner/Company.
- v) Copy of GST Return submitted
- vi) Details of experience with documentary evidence. List of existing users and performance certificate is to be provided
- vii) Last paid Challan for P-tax

### **BOQ**

<b>Sl. No</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
<b>1</b>	<b>Date of uploading of N.I.T. &amp; other Documents (online) (Publishing Date)</b>	08.11.2019 at 11.00 AM
<b>2</b>	<b>Documents download/sell start date (Online)</b>	09.11.2019 at 2.00 PM
<b>3</b>	<b>Documents download/sell end date (Online)</b>	30.11.2019 at 2.00 PM
<b>4</b>	<b>Bid submission start date (On line)</b>	09.11.2019 at 2.00 PM
<b>6</b>	<b>Last Date of submission of original copies for the Earnest Money Deposit (Off line)</b>	30.11.2019 at 2.30 PM
<b>7</b>	<b>Bid Submission closing (On line)</b>	30.11.2019 at 2.00 PM
<b>8</b>	<b>Bid opening date for Technical Proposals (Online)</b>	02.12.2019 at 4.00 PM
<b>9</b>	<b>Date of uploading list for Technically Qualified Bidder (online)</b>	Will be notified later

**Tender and Contract document for the supply of:**

**2. Floor Model Ultracentrifuge at CNCI, 37, S. P. Mukherjee Road, Kolkata- 700026.**

**1. Contents of tender documents**

Each set of tender document will comprise of the following:

- a) Tender notice
- b) Terms and conditions.
- c) Specification for the Equipment/ Machine.
- d) BOQ

(Attested copies of up to date clearance certificate of professional, tax, trade license and credential certificates should be submitted along with the offer.)

**2. Estimated cost of work**

Estimated cost of (i)Floor Model Ultracentrifuge is Rs.60 lakh ..... These estimates, are reflecting a rough guidance.

**3. Terms and conditions**

1. The prices quoted should be inclusive of basic price of an item, packing, forwarding, freight, insurance, delivery and Installation & commissioning etc. at destination site (CNCI research wing Kolkata). CNCI is registered with DSIR, Govt. of India . Certificate to this effect will be issued by CNCI if required. Hence, Customs/Excise Duty exempted price should be quoted. The rates shall be firm and final. Nothing extra shall be paid on any account.
2. Agency commission for Indian agents of foreign suppliers is to be quoted in INR only . Cost of original equipment , which are directly imported against the contract may be quoted in standard foreign currency .Cost of installation and commissioning of equipment i.e the portion of the allied work and services, which are to be undertaken in CNCI kolkata (like installation and commissioning of equipment) are to be quoted in INR.

L1 will be determined taking into consideration all the rates mentioned above including CAMC(with 5% GST) & Indirect taxes .

3. The tenderers should quote post warranty Contract CAMC(Comprehensive Maintenance Contract) for five years after 24months extended warranty, separately in the closed envelop along with EMD(no need to pay EMD for those deposited for 2<sup>nd</sup> call).
4. Quotations should have validity of 180 Days.
5. Successful bidder will have to make an agreement with CNCI for maintenance of the equipments,. No supply of any equipment should be made without proper execution of an agreement.
6. Non-fulfillment of the conditions of executing the contract by the supplier would constitute sufficient ground for annulment of the award and forfeiture of EMD.
7. No variation of price will be allowed during the period of contract.
8. The equipment will have to be delivered within 90 days of receipt of the purchase

order. No extension of the scheduled delivery/installation completion dates will be granted except events constituting force majeure.

9. All supply of goods must conform to the specification as per tender.
- 10. Tenders will be opened after 14.00 hrs. on 02.12.2019.**
11. Every effort has been made to put forth general specifications in this tender document. If inadvertently, any of the specifications drawn happens to match with the specifications of any particular firm's product only, in respect of critical parameters, then it will not automatically mean that this particular firm's offer is only technically suitable. In general, the specifications offered by other firms will be assessed in their own entirety to ascertain whether or not the broad functions in general expected of the equipments of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.
12. The successful tenderers will have to execute one contract agreement with CNCI and submit DD/ Bank guarantee @ 5% of the contract value duly executed by any of the nationalized bank towards security deposit for the aforesaid contract. The said bank guarantee requires to be revalidated if situation so demands. No interest on the bank guarantee will be paid by CNCI. The authority of this institute shall have the authority to forfeit the security deposit (Bank Guarantee money), if the tenderer fails to supply the machine as per the agreed terms and conditions and within prescribed delivery period.
13. Customs clearance procedures/charges and transportation procedures/charges, if any upto CNCI research wing, will have to be borne by the supplier/agency and no such charges will be paid by CNCI .
14. The tenderers must have supplied such machine in State/Central Govt/Autonomous Body or any reputed institution. List of current users in and around Kolkata is to be submitted.
15. The tenderers must have authorized service centre within the city limit of Kolkata/ Howrah, for providing after-sales service of the machine. The address, fax, telephone no. should be clearly mentioned on the offer.

#### **14. A. PRICE PAYMENT TERMS:-**

- a) The Total Price of ----- with accessories is -----\$/Euro/Yen etc.(in words and figures) which is CIF value, Kolkata.  
The payment for the imported goods shall be made through a confirmed, irrevocable letter of credit/sight draft to M/s -----, the Principal (Party 3) and the payment for local items and service shall be made through irrevocable letter of credit / bank draft etc to----- (Party 2) and the payment of service charges shall be payable in Indian Rupees through bank draft etc. in favour of M/s ----- . The actual custom duty and any increase in actual custom duty applicable at the time of clearance will be due to the account of Party 1.  
The release of the payment will be in the following way:
  - (i) Advance Payment: Nil.
  - (ii) On delivery ninety percent (90%) of the contract price shall be paid on receipt of goods, installation and upon submission of the documents.
  - (iii) On Final Acceptance: The remaining ten percent (10%) of the contract price shall be paid to the supplier within 60 days after satisfactory installation and the date of acceptance certificate issued by the purchaser's representative for the respective delivery.
- b) Installation and commissioning of the ----- is free of charge and installation would be carried out by M/s -----
- c) Maintenance of the system including all the spare parts required during the warranty period of ----- year for the main system from the date of installation and successful operation of the unit will be at the cost of Party 2 and Part 3. Party 3 will provide spare parts.
- d) The import license, permanent account number and any other necessary documents required for custom clearance will be provided well in advance by Party 1

e) Party 1 will provide way bill if necessary.

15. With regard to interpretation of terms and conditions, the decision of CNCI shall be final and binding to the Bidder.
16. Time for supply: The time allowed for supply of the machine will be within 90 days of date of issue of letter of acceptance.
17. Tenderer requiring any clarification on the Tender Document may notify Director's Office at the address, Chittaranjan National Cancer Institute, 37, S. P. Mukherjee Road, Kolkata-700026/Fax No. 033-2475-7606. The clarifications of questions raised (without identifying the source of enquiry) and the responses given will be transmitted to all tenderers.
18. Addendum/corrigendum, if any, shall become part of tender documents and the same to be submitted by the bidders along with the tender as a token of acceptance.
19. In exceptional circumstances, prior to the expiry of the original time limit for tender validity, the authority may request the tenderers to extend the period of validity for a specified additional period. The request and the tenderer's response shall be made in writing. A tenderer may refuse the request without forfeiting his earnest money. A tenderer agreeing to the request will not be required or permitted to modify his financial bid but will be required to extend the validity of the earnest money for the period of the extension.
20. The tenderers shall submit offers, which comply strictly with the requirements of the tender document. Alteration or any modifications shall render the tender invalid.
21. **Tender opening and evaluation**-The tender opening committee will scrutinize the tender documents for evaluation to determine whether each tenderer conforms to all/most of the terms, conditions and specifications of the tender document without any modification or condition.

## **22. Signing of contract agreement**

The tenderer whose tender has been accepted will be notified by the authority by issuing a 'Letter of Acceptance'. The 'Letter of Acceptance' will be sent to the company/agency in two copies one of which should be returned promptly by them, duly signed and stamped. The 'Letter of Acceptance' will be a binding contract between the employer and the contractor till the formal contract agreement is executed.

Formal contract Agreement is to be executed in the Proforma to be supplied to the successful bidder.

The cost of the stamp papers for the Agreement shall be borne by the tenderer.

23. Every Bidder will furnish information in the following format.

### **Bidder Information**

Bidder correspondence Address	:
Bidder correspondence Email ID	:
Bidder contact number	:
Bidder contact person	:
Manufacture correspondence address	:

Manufacture correspondence Email ID :  
(who issued Manufacture authorization form)

Manufacture contact number :

Signature:

Name:

Designation

Seal:

**Note: All above information are mandatory.**

### **Technical Specifications for Floor Model Ultracentrifuge**

The following features must be standard part of the system and documentary evidence of the same should be provided along with technical bid.

RPM: 100, 000 rpm

Speed Control Accuracy:  $\pm 2$  rpm

Maximum force: 802, 000 X g

Maximum Capacity: 1.5 litre

Drive Type: Imbalance tolerant direct drive, eye balance to within 5 mm, Drive warranty 10 years (Non- Prorated)

Refrigeration System: Thermo electric temperature Control system and Non coolant based.

Vacuum system: Moisture purging/ Moisture removal system.

Should be able to handle volume starting from small such as 2 ml to around 250 ml/ bottle.

Temperature range should be from 0 degree to 40 degree with 1 degree increment.

Acceleration/ Deceleration profile: 10/10 or more

System should come with color large LCD touch screen operation for RPM/ RCF/

Temperature/ Time (Run/ Hold)/ Vacuum display with error alarms.

System should be able to accept Fixed Angle/ Vertical Tube and Swinging Bucket Rotors.

Convenient Rotor catalogue and Rotor tracking by serial number.

Power: 220 to 240 V, single phase.

System should have low running noise ~ 51 dBA.

User defined programme upto 1000 with step- run.

Safety and Standards:

Certifications: CE and cCSAus- provide copy of certificates

Product Safety: EN 61010- 2- 020, Electromagnetic Compatibility: EN 61326- 1

Should be supplied with suitable 10 KVA Servo Voltage Stabilizer compatible with offered item.

Kolkata based after- sales- service is mandatory.

### **Required Rotor and Tubes:**

- 12 ml capacity, fixed angle rotor Titanium, having Maximum Speed of 90, 000 RPM, Max. G- force: 692, 000- 694, 000. Rotor should also be able to accommodate the Thinwall Polyallomer Tubes and suitable relevant spacers and tubes should be separately quoted.
- 30- 40 ml, fixed angle rotor Titanium, having maximum speed of 60, 000- 70, 000 RPM, Max. G- force: 429, 400- 504, 300. Rotor should also be able to accommodate 36 ml Thinwall Polyallomer Tubes and suitable relevant spacers and tubes should be separately quoted.

- At least 6 X 13 ml, swinging bucket rotor package Titanium, having Max. speed of 41, 000 RPM, Max. G- force: 288, 000. Rotor package should include 13 ml Thinwall Polyallomer Tubes.
- At least 6 X 36 ml, swinging bucket rotor package Titanium, having Max. speed of 29, 000- 32, 000 RPM, Max. G- force: 151, 200- 175, 000. Rotor package should include 36 ml Ultraclear Tubes.
- 1- 2 ml fixed angle rotor with 80, 000 to 90, 000 rpm with restriction Thinwall Polyallomer Tubes.

## ANNEXURE- A

## PROFORMA FOR PERFORMANCE STATEMENT

Tender Reference No. : \_\_\_\_\_  
**Name and address of the Tenderer** : \_\_\_\_\_  
**Name and address of the manufacturer** : \_\_\_\_\_

Order placed by (full address of Purchaser/ Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**	Mobile number , name & Email ID of equipment user person
				As per contract	Actual			
1	2	3	4	5	6	7	8	

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

**Signature and seal of the Tenderer**

**Note:**

- 1. The purchase order mentioned in the above format only will be consider for evaluation.**



CHITTARANJAN NATIONAL CANCER INSTITUTE  
37, S. P. Mukherjee Road  
Kolkata- 700026

(FORM OF LETTER OF ACCEPTANCE)  
(On the letter head of CNCI)

NO.: CNCI/eNIT/575/1/2019(3<sup>rd</sup> call)

Dated:07.11.2019

To

\_\_\_\_\_  
(Name & Address of the Contractor)

Dear Sir,

Sub: TENDER No. \_\_\_\_\_ FOR supply of Floor Model Ultracentrifuge

Ref: Your tender dated \_\_\_\_\_ and letter dated \_\_\_\_\_.

This is to notify you that your tender for supply of ..... has been accepted by the Competent Authority of CNCI for a total contract price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in its capacity as an Agent/Power of Attorney Holder acting for and on behalf of \_\_\_\_\_ (the Employer).

You are requested to contact Director's Office, Chittaranjan National Cancer Institute, 37, S. P. Mukherjee Road, Kolkata- 700026 for carrying out the contract.

You are also requested to attend this office within 07 (Seven) days from the date of issue of this letter for execution of the formal agreement. You are requested to submit stamp paper of Rs.100/- each in duplicate within 03 (Three) days of issue of this 'Letter of Acceptance' to this effect. It may be noted that no payment shall be made for any supply made by you till the Agreement is executed.

This 'Letter of Acceptance' is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, as a token of your acknowledgement.

Kindly note that this 'Letter of Acceptance' shall constitute a binding contract between us, pending execution of formal Agreement.

Your letter referred to above shall form part of the Contract.

Yours Sincerely,

Director

**ANNEXURE I**

**FORM OF AGREEMENT**

**(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

Agreement No. \_\_\_\_\_ dated \_\_\_\_\_

AGREEMENT BETWEEN Chittaranjan National Cancer Institute and .....

1. This agreement made on this day of XXXX between M/s ---- ..... India (Supplier/Beneficiary), (here in after referred as Party 2) and M/s -----(Foreign Manufacturer) (here in after referred as Party 3) which expression shall, unless excluded by or repugnant to the subject or context, include their successors, representatives, heirs, executors and administrators) on the one part and Chittaranjan National Cancer Institute, 37 S.P. Mukherjee Road, Kolkata 700026, India (here in after called Party 1) on the other part.

2. Whereas Party1 has placed an order to party 3 through their Indian supplier Party 2 vide buyers order No. ----- dated ----- for ----- number of ----- along with accessories. Party 2 and Party 3 have agreed to sell/supply, install, commission and maintain the system/equipment at Chittaranjan National Cancer Institute, Kolkata.

3. Party 2, Party 3 and Party 1 hereby further agree that the said order together with the schedule(s) instructions and all special conditions shall be deemed to form part of this agreement as though separately set out herein and are included in the expression contract whenever used in the connection with the said order.

**4. DELIVERY / INSURANCE.**

- a) Delivery of the system will be within 3 months from the date of receipt of acceptable letter of Credit by Party 3. Extension under any circumstances will not be considered. Any cost escalation due to delay on account of default by Party 2 and Part 3 will be on the account of Party 2 and Party 3.
- b) That Party 2 and Party 3 shall replace any part or even the whole part of the system as may be necessary, if found damaged on arrival at site or during installation of the system or if found not conforming to the specifications as described in Annexure –I at their own cost.
- c) The equipment shall be dispatched by ----- from ----- to Kolkata airport/port. The equipment shall be insured upto site of Party 1 by Party 3 for full CIF Value up to CNCI.

**5. CUSTOM CLEARANCE**

Customs clearing procedures & charges shall be borne by Party 2 and also transportation procedures & charges shall be undertaken by Party 2 under their responsibility and care for which no additional payment will be made by Party 1, except the actual customs duty. The demurrage charges incurred due to delay in availability of relevant documents & Customs Duty from Party1 will be on account of Party1.

**6. PRICE PAYMENT TERMS**

- f) The Total Price of ----- with accessories is -----\$/Euro/Yen etc.(in words and figures) which is CIF value, Kolkata.  
The payment for the imported goods shall be made through a confirmed, irrevocable letter of credit/sight draft

to M/s -----, the Principal (Party 3) and the payment for local items and service shall be made through irrevocable letter of credit / bank draft etc to----- (Party 2) and the payment of service charges etc will be payable in Indian Rupees through bank draft etc. in favour of M/s ----- . The actual custom duty and any increase in actual custom duty applicable at the time of clearance will be due to the account of Party 1.

**The release of the payment will be in the following way:**

- (iv) Advance Payment: Nil.
- (v) On delivery ninety percent (90%) of the contract price shall be paid on receipt of goods and upon submission of the documents.
- (vi) On Final Acceptance: The remaining ten percent (10%) of the contract price shall be paid to the supplier within 60 days after satisfactory installation and the date of acceptance certificate issued by the purchaser's representative for the respective delivery.
- g) Installation and commissioning of the ----- is free of charge and installation would be carried out by M/s -----
- h) Maintenance of the system including all the spare parts required during the warranty period of ----- year for the main system from the date of installation and successful operation of the unit will be at the cost of Party 2 and Part 3. Party 3 will provide spare parts.
- i) The import license, permanent account number and any other necessary documents required for custom clearance will be provided well in advance by Party 1
- j) Party 1 will provide way bill if necessary.

## 7. INSTALLATION

Party 2 and Party 3 shall demonstrate, conduct and trial run to establish successful performance and handing over of the said equipment in satisfactory working condition within a period of 90 days from the date of delivery of the equipment at site of Party 1.

N.B: All the prerequisites for installations including site have to be made ready to avoid any delay in installation after arrival of consignment by Party1.

## 8. WARRANTY / SERVICE

- a) The Party 2 and Party 3 have agreed that the system ----- shall remain under warranty for a period of 24 months from the date of installation, acceptance and commissioning .
- b) Party 1 will provide duty exemption certificate in connection with the import of any replacements.
- c) In case of detection of any fault in the instrument and informing the same to the Party 2 by Party 1, Party 2 should attend the instrument within 48 hrs (with exclusion of Sundays, Holidays) and take appropriate measures to rectify the problem.
- d) In the event of any correction of defects or replacements of defective materials during the warranty period, the warranty for the corrected replaced material shall be extended to a further period of 12 months and the performance bank guarantee for the proportionate value shall be extended 60 days over and above the extended warranty period. The time taken to repair the instrument within the warranty period will be added to the present warranty period and will be extended accordingly.
- e) The system shall usually have a minimum life span of 10 years (provided the system is maintained only by Party 2 through CAMC and all the prescribed prerequisites are provided continuously) and all necessary spare parts and accessories, as and when required, shall be made available for 10 years subject to the availability /up gradation of the technology by Party 3 from the date of installation.

9. (a) The guarantee is subject to the agreement by Party 1 that no alteration / repair is carried out to the equipment by any person other than an authorized representative of Party 2 and Party 3.

(b) In the event the equipment so supplied does not produce expected result (as per offered specification) in spite of its maintenance by Party 2 and Party 3 as agreed during its guaranty period or warranty period the said equipment will be made fully functional to the satisfaction of Party 1 by Party 2 without charging any additional cost and / or purchase price including installation charges. Custom Duty exemption certificate should be provided for replacement if any.

## 10. PERFORMANCE SECURITY DEPOSITS

(a) Party 2 have to deposit 5% of contract value in INR equivalent to the foreign currency (\$/Euro etc.-----) as Performance Security Deposit to the Chittaranjan National Cancer Institute, Kolkata, in the form of Demand Draft,/BG which will be valid for -----year(s) from the date of installation.

(b) The performance security will be discharged by the Party 1 and returned to Party 2 at the completion of ---

----- months or following the date of completion of the Party 2 and Party 3 performance obligations which ever is later, including the warranty obligation under the contract.

(c) In the event of any contract amendment the Party 2 and Party 3 shall within 21 days of receipt of such amendment furnish the amendment to the performance security, rendering the same valid for the duration of the contract as amended for a further period of covering warranty.

## 12. MAINTENANCE CONTRACT

Party 2 and Party 3 agree to provide an additional ----- annual maintenance (labor only) or annual comprehensive maintenance (labor and spare parts) after the expiry of ----- standard warranty period for the item to be purchased. This will be as per discretion of Party 1 that will be binding for Party 2 and Party 3. The payment for annual maintenance contract to be made by Party 1 to Party 2 every year in advance through Demand Draft/cheque.

## 13. CANCELLATION OF CONTRACT:

Cancellation of contract in full or part is possible under following conditions:

- i) at any time makes default in proceeding with the supply or part thereof with due diligence and continues to do so after a notice in writing of 7 days from the CNCI,
- ii) commits default to comply with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days from the CNCI,
- iii) fails to complete the supply or items of supply within the stipulated date.

## 14. ARBITRATION

(a) All disputes, differences and questions whatsoever which shall arise between the parties hereto during the continuance of the contract or afterwards touching this contracts or the constructions or applications thereof on any clause or thing herein contained on the rights, duties and liabilities of either party in connections herewith shall be subjected to the jurisdiction of the court at Kolkata. The Arbitrators will be nominated by the Director, CNCI, Kolkata.

(b) The Arbitration and Conciliation Act 1996 and the rules framed thereafter and any statutory modification or re-enactment thereof shall apply to the arbitration proceedings.

(c) This agreement shall be governed by the laws of India shall govern this agreement and any legal actions under the agreement shall be taken by the parties only in India in a competent court of jurisdictions in Kolkata.

(d) After entering into this agreement any dispute arising out from the present contract will fall under the territorial jurisdiction of the Hon'ble High Court Kolkata or in any competent court of jurisdiction in Kolkata.

In witness the parties hereto have signed this agreement here under.

Signature and designation of purchaser (Party 1)

1. Director, CNCI:

Signature and designation on behalf of (Party 2)

1.

1. Witness:

1. Witness:

2. Indenter of the equipment

2.

2. Witness:

2. Witness:

## FORMAT FOR PERFORMANCE BANK GUARANTEE

From  
 Bank: .....  
 To  
 The President of India  
 Through: Director , Chittaranjan National Cancer Institute

Dear Sir,

1. Whereas you (the "PURCHASER") have entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "said Contract") with M/s \_\_\_\_\_ (hereinafter referred to as the "SELLER") for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for \_\_\_\_% of total contract value amounting to \_\_\_\_\_ (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.

2. We \_\_\_\_\_ (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees \_\_\_\_\_ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.

3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.

5. In no case shall the amount of this guarantee be increased.

6. This guarantee shall remain in full force and effect until 60 days beyond the warranty period

as specified in the contract i.e. up to \_\_\_\_\_(expiry date) [^or until the PURCHASER has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract]. In case of delay in fulfillment of obligations by the SELLER, the expiry date shall be extended by us as per intimation from the SELLER.

7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.

9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,

for \_\_\_\_\_ Bank  
 (Authorised Signatory)  
 Place : \_\_\_\_\_  
 Date : \_\_\_\_\_ Seal of the Bank