

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)

Notice Inviting e-Tender No: CNCI/eNIT-574/2018-2019(3rd call)

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

Last date of submission of tender--- upto 14.00 hrs. on 16.04.2019

Date and time of opening of tenders---14.30 hrs. on 17.04.2019

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

Director

SECTION - I

NOTICE INVITING TENDERS (NIT)

Open E- Tender

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

Tender Enquiry No.: CNCI/eNIT-574/2018-2019(3rd call)

dated 30.03.2019

Director, Chittaranjan National Cancer Institute, Kolkata an Autonomous body under Ministry of Health & Family Welfare, Govt. of India. invites **On-line bids** from eligible bidders, in single stage two bid system for supply, installation, testing, commissioning & handing-over of various Medical Equipment **for Chittaranjan National Cancer Institute, , Kolkata**

SL .NO	NAME OF THE EQUIPMENT/ INSTRUMENT	Section	Qty.	EMD (Rs.)	Remark
1	Anaesthesia workstation	Anaesthesiology	two	80,000.00	

Tender Enquiry No.: CNCI/eNIT-574/2018-2019

dated 05.01.2019

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	01.04.2019 11:00Hrs
ii.	Place of sale of Tender Enquiry Documents	To be downloaded from the Website
iii.	Cost of the Tender Enquiry Document	Nil
iv.	Pre Tender Meeting Date & Time	Already done
v.	Pre Tender Meeting Venue	Chittaranjan National Cancer Institute, Kolkata
vi.	Closing date & time for receipt of Tender	14.00 Hours of 16.04.2019
vii.	Time and date of opening of Techno – Commercial tenders	14.30 Hours of 17.04.2019
viii	Venue of Opening of Techno Commercial Tender	Chittaranjan National Cancer Institute, Kolkata

1. Please long on to www.cnci.org.in only for downloading bid document and for participation through **e-tendering basis**.

All corrigendum /modifications /amendments, if any, will be published on the website www.cnci.org.in only. All bidders are requested to visit this website on regular basis.

1. Tenderer may also download the tender enquiry documents from the web site **<http://eprocure.gov.in>** and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. The tender shall be submitted, all the necessary documents and in physical form (with respect to few documents as mentioned in the SIT) in parts/covers as mentioned below:

A. In Original Offline & Copy Online (In separate Envelope : Part-I)

- (i) EMD (in original)
 - (ii) Affidavit as per FORMAT Enclosed .
 - (iii) Bid summary sheet as enclosed .
 - (iv) Online (Part-II)**
 - (i)** Bid summary as Enclosed .
 - (ii) EMD.
 - (iii) Power of Attorney as enclosed .
 - (iv) Tender Form as enclosed .
 - (v) Manufacturers Authorization Form as enclosed .
 - (vi) Affidavit as enclosed .
 - (vii) Proforma "A" with purchaser order in accordance to section -IX in order to qualify the bidder qualification criteria. The copy of latest purchaser order along with installation certificate /service report performance certificate is to be scanned and uploaded accordingly.**
 - (viii) Copy of PAN and Certificate of Incorporation/Declaration being a proprietary firm of the bidder.
 - (ix) Audited Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account).
 - (x) Certificate of Regn. Issued by Directorate of Industries/NSIC, if SSI unit.
 - (xi) Quality Control Requirements as per FORMAT
 - (xii) Bidder Information as enclosed .
2. All prospective tenderers may attend the **Pre Tender meeting**. The venue, date and time indicated in the Para 2 above.
3. **Bids to be submitted on-line only in single stage two bid system, i.e. Techno-commercial Bid (un priced bid) and the Price Bid, for the above, including Bid Security on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.**
4. In the event of any of the above tender opening/closing dates being declared as holiday/closed day for the purchase organization, the bids will be sold/received/opened on the next working day at the stipulated time.
5. The Tender Enquiry Documents are not transferable.
6. Bids shall be evaluated separately for each **item**.
7. CNCI reserves the right to accept or reject any or all of the tenders in full or in part including the lowest bid without assigning any reason thereof or incurring any liability thereby.

**Director
CNCI, Kolkata**

Specification

ANAESTHESIA WORKSTATION

Compact three gas Anaesthesia Workstation with an integrated ventilator for infants/pediatric to adult patient. Airway monitor and Anaesthesia Monitor with the single power switch for the Work Station. The quoted model of Anaesthesia Work Station should confirm US FDA/CE4 digit mark approval.

Technical Details

1. Anaesthesia machine constructed from welded tubular/epoxy powder painted steel
2. Stainless steel top, a work surface, at least two lockable drawers & electrical outlets to be provided
3. Should have large castor wheel with foot brake
4. The Anaesthesia system should have an inbuilt at least 90 minutes battery backup for Anaesthesia Machine, Ventilator, Multi para Monitor & Gas Delivery System.
5. The Anaesthesia System should have an integrated passive scavenging system with pressure relief valve.
6. In case of electricity & battery failure, manual ventilation, gas & agent delivery should be possible
7. Gas Delivery System:
 - a. Should have Pin index yokes for one oxygen & one nitrous oxide cylinders besides separate pipe and adapter connection for central gas supply for oxygen, nitrous oxide & air
 - b. The machine should separate colour coded pressure gauges for cylinders & central supply lines mounted on front of the Anaesthesia machine for better visibility
 - c. The gas connection should be non interchangeable
 - d. Provision of alarm should be there, both audio visual for failure of oxygen supply, decrease in oxygen pressure(2 litre), decrease in nitrous oxide pressure, circuit disconnection, low battery, low drive gas pressure, high airway pressure, machine failure. Presence of anti - volutrauma and anti-barotrauma devices are preferable
 - e. Dual cascaded flow meter for oxygen, nitrous oxide & single for compressed air, accurately calibrated with an accuracy of +2.5% & range of at least 10 litre per minute
 - f. Emergency oxygen flow of at least 35-70 litre per minute bypassing the vaporizer with non lockable push button to be provided
 - g. Having mechanical hypoxic guard with automatic cut off of nitrous oxide. There should be oxygen flow of at least 200ml, even below total 500 ml fresh gas flow with 23% oxygen concentration
 - h. Facility of delivery basal flow of oxygen without switching on the machine & at Stand By mode
 - i. Anaesthesia machine should have auxiliary common gas outlet at eye level and compatible with open circuit if needed
 - j. There should be provision for a single pneumatic/ electrical on- off switch to switch from mechanical to manual mode and also to activate gas flow and vaporization
8. Flow meter
 - a. Dual cascade type flow meter tubes for oxygen, nitrous oxide and single tube for Air with back light
 - b. Electronic setting & digital display of oxygen, nitrous oxide & air
9. Vaporizer

- a. Machine should have provision to mount two quick mount type vaporizer for easy interchangeability
- b. The vaporizer should be selectatec type with tool free installation , manifold interlocks, vaporizer mounting should be compatible for Tec 5, Tec 6 plus & Tec 7 vaporizers.
- c. The vaporizer designs should be maintenance free & should not require calibration for lifetime.
- d. Vaporizer should have delivery range of 0 to 6 volume percent
- e. Agent capacity should be minimum 225 ml of free volatile Anaesthetic agent
- f. Anaesthesia machine should be provided with one Isoflurane and one Sevoflurane vaporizers
- g. All sensor connection shall be internal to help prevent disconnection

10. Breathing System

- a. Should have fresh gas de-coupled, fully auto-clavable, semi -closed circle absorber system
- b. Should have adjustable pressure relief valve from 5 to 75 mbar.
- c. Should have change over from spontaneous to bag ventilation with single step.
- d. The work station should be supplied with at least two sets of closed circuit, system for adult & paediatric patients each
- e. Work station should be supplied with at least ten sets of Bain's circuit, five sets of Ayre's T piece with Jackson Rees modification with face masks of all sizes(size1- size 4)
- f. Should be integrally fitted with at least 1.5 litre capacity reversible canisters, double chamber type of CO2 absorber system having provision to bypass. Canisters should be allowed to be removed without introducing system leaks
- g. Should not require tools when dismantled for cleaning & sterilization
- h. The unit should have a bag arm with height & positional adjustment
- i. All parts of the breathing system that are in contact in patient should be latex free and auto-clavable
- j. Should have an external fresh gas outlet for connecting Magill/ Bain's/ Paediatric circuit
- k. Machine must be operational with circle system without the need of any specialised external spirometry tubing or proprietary breathing system.
- l. The circle absorber must be compatible to the use of soda lime of any brand.

11. Anaesthesia Ventilator

- a. Electronically controlled pneumatically/ electrically driven integrated Anaesthesia ventilator, should not require change of bellows for adults & infants with integrated PEEP
- b. Ventilator should automatically compensate for fresh gas by adjusting fresh gas flows for changes in fresh gas flow, small system leak changing lung compliance or compression losses.
- c. Facility to change I:E ratio should be provided
- d. Alarm setting should be available for low & high tidal volume, minute volume, airway pressure, apnoea, inspired oxygen. Alarm silence countdown timer should be 120 to 0 second.
- e. Modes- volume control, pressure control, pressure support, SIMV- PS, manual, spontaneous
- f. Tidal volume- 20 to 140 ml
- g. PEEP – 0 to 20 mbar
- h. Breathing frequency – upto 60 bpm
- i. I:E ratio – 4:1 to 1:4

- j. Inspiratory pause – 0 to 50% of TI
- k. Should be able to ventilate with atmospheric air, in case of missing gases

12. Airway Monitoring

- a. Monitor should be with multi-parameter module with minimum 15 inches colour TFT display with 8 channels
- b. The monitor should not require any lengthy start-up procedure or calibration. It should be ready to monitor as soon as On/Off switch is pressed
- c. Should have 24 hours graphical & numeric trend with split screen facility of all parameters with at least 15 critical alarms summary.
- d. Should be able to monitor & display all parameter in a single screen
- e. Integrated monitor for electronic monitoring & display: Expiratory tidal volume, Expiratory minute volume, PEEP, peak, mean & plateau airway pressure, frequency, waveform display for airway pressure & FiO₂ monitoring

13. Alarm Limits & Alarms

Adjustable high –low limits with audio-visual alarms for tidal volume, minute volume, airway pressure (including stenosis & disconnect), inspiratory o₂ concentration, audio power supply fail alarm, apnoea alarm

14. Patient Monitor :

These should be integrated, screen size minimum 12 inches or more. It should be modular for easy upgradation, high resolution colour TFT & CD display, should be capable of monitoring the following parameters

- a. ECG: leads 3 to 5, provision of 12 lead ECG along with printout facility, protection from interference of electrosurgical apparatus, waveform, ECG or SpO₂ selectable, arrhythmia detection, heart rate detection from ECG/ pulse auto change
- b. NIBP : Range pediatric/ adult, modes: auto/ manual numeric display: systolic, diastolic, mean should be supplied with proper size 5 cuffs each for pediatric, adults (arm & thigh cuffs) & extra large for obese patients
- c. SpO₂: Range from 0 to 100% (accuracy +/- 2%), sensitivity should be good, waveform: ECG or SpO₂ selectable/ auto change, should be supplied with proper probe (10 inch for, pediatric and adult patients)
- d. IBP : provision of two simultaneous measurement of IBP. Display waveform & numeric, 50 universal transducer sets to be supplied
- e. Temperature: Dual temperature monitoring(core & skin) with sensor cable and probes
- f. etCO₂: Infrared side stream analyser for CO₂, capable of monitoring of etCO₂ of intubated patient, Display: waveform & digital. Range: 0 to 15 volume percent or 0 to 15 KPa or 0 to 113 mm of Hg
- g. Alarm: Asystole, arrhythmia, leads off, spo₂ probe disconnection, BP cuff occlusion, apnoea, etCO₂ alarm

- A. There should be provision of upgradation of version and availability of spare parts should be there for at least next 10 years
- B. Warranty for complete machine and spare parts should be for 5 years and approximate running cost of machine per year to be mentioned
- C. Approximate time limit for supply of spare parts after placement of order to be mentioned
- D. Company should provide the UPS from same manufacturer
- E. List of consumables with unit rate and frequency of replacement should be mentioned
- F. Manufacturer should provide documents mentioning yearly turnover of company in rupees
- G. Certification of machine, ventilator and monitor should be from FDA/CE with 4 digit mark
- H. The company should have an authorized service station in Kolkata.

Terms and conditions

1. EMD Rs. 80,000.00 are to be paid in the form of Demand Draft drawn in favour of the Director, CNCI, Kolkata, payable at Kolkata. Original EMD is to be submitted to CNCI upto 2PM on Closing date & time for receipt of Tender i.e. upto 14.00 Hours of 16.04.2019 the date of final submission of tender document. No quotation will be considered without EMD. EMD of the Vendors already participated will carry forward, if the vendors want to participate on the Re-Tender process.

EMD is refunded to all bidders as per rule. However, EMD shall be liable to be forfeited if the successful bidder withdraws his tender after opening

Tender documents may be downloaded from the official web site: www.cnci.org.in or <http://eprocure.gov.in>

2. Tender currencies

2.1 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. Prices should be quoted in Indian Currency. Rates will be inclusive of GST and other taxes, only net price is to be quoted. The percentage and element of duties and taxes included in the price should be specifically stated.

As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

2.2 **Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.**

Incomplete offer will not be entertained.

Each page of the above documents should bear the dated initials of the tenderer **under seal of the company**, in token of confirmation of having understood the Contents.

3. The tenderer should quote post warranty CMC (Comprehensive Maintenance Contract) for five years separately. This amount would be considered for selecting the lowest tender.

4. Quotations should have validity of minimum 180 Days.

5. Bids received after the specified date and time of receipt will not be considered.

6. Successful bidder will have to make an agreement with CNCI. No supply of any kind should be commenced without proper execution of an agreement.

7. Non-fulfilment of the conditions of executing the contract by the supplier would constitute sufficient ground for annulment of the award and forfeiture of EMD.

8. No variation of price will be allowed during the period of contract.

9. The Machine, Anaesthesia Workstation, will have to be delivered within a reasonable period of time. No extension of the scheduled delivery/ installation completion dates will be granted except events constituting force majeure.

10. All supply of goods must conform to the specification.

Self Attested copies of Registration Certificate of ROC or Trade License and credential certificates should be submitted along with the offer.

11. Place of submission of the tender document: - only on e-portal <http://eprocure.gov.in>

Language of Tender

11.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language .

12.. Last date of submission of tender is upto 14.00 hrs. on 16.04.2019

13. Tenders will be opened at ---**14.30 hrs. on 17.04.2019**

Bids received after the specified date and time of receipt will not be considered..

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

14. 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 software of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.

15. Price Payment Terms.

i) Advance payment: Nil.

ii) Full payment of the contract price on delivery and successful installation of equipment.

16. Transportation procedures, charges , if any will have to be borne by the supplier/agency and no such charges will be paid by CNCI.

17. The tenderer must have supplied this type of **Anaesthesia WorkStation** in reputed big hospital. List of current users in and around Kolkata is to be submitted. **The copy of latest purchaser order along with installation certificate /service report performance certificate is to be scan and upload accordingly.**

User list and performance report for last 5 years from at Govt. /Private Hospitals of West Bengal are to be uploaded.

18. The tenderer must have authorised service centre within the city limit of Kolkata/ Howrah, for providing after-sales service of the **Anaesthesia WorkStation** in the hospital. The address, fax, Telephone No. should be clearly mentioned on the offer.

19. With regard to interpretation of terms and conditions, the decision of CNCI shall be final and binding to the Bidder.

20. **CNCI reserves the right to accept or reject any or all quotations without assigning any reason.**

21. Settlement of any dispute emanating from the resultant contract is subject to the jurisdiction of Kolkata only.

Qualification Criteria

Bidder minimum Qualification:

1. The manufacturer or it's authorized Indian Agent has supplied similar Equipment (i.e. *MRI – MRI, CT Scanner - CT Scanner, Digital Radiography System - Digital Radiography System , Digital mammography - Digital mammography, C ARM – C ARM, Defibrillator - Defibrillator , Multipara Monitor - Multipara Monitor - Multipara Monitor - Multipara Monitor, Anesthesia Workstation - Anesthesia Workstation - , Ventilator - Ventilator, Water bath - Water bath, Syringe Pumps - Syringe Pumps, Radiotherapy equipment - Radiotherapy equipment, nuclear medicine - nuclear medicine etc.*) in India during last five years from the date of tender opening. In support of this, copy of latest purchase order & installation report/ service report is to be submitted with performance statement.
2. Tenderer shall submit audited balance sheets for the last three years (2013-14, 2014-15 & 2015-16). Annual Turnover statements should be certified by chartered accountant bearing their membership No.

PROFORMA '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 details of previous purchase orders so far executed and mentioned in the above format only will be consider for evaluation.
2. The purchase order shall be in accordance to section –IX in order to qualify the qualification criteria.
3. The original copy of latest purchaser order along with End user performance certificate / installation certificate is to be colour scan and upload accordingly.
4. Bidder shall provide Mobile number, email ID & name of person who has issue this End user performance certificate / installation certificate in order verify the authenticity of the same, failing which unable to verify the same from end-user and entire responsibility shall rest on bidder.

TENDER FORM

Date _____

To,

**Director, Chittarrnjan National Cancer Institute,
Kolkata**

Ref. Your TE document No. _____ dated _____

Item no.

We, the undersigned have examined the above mentioned TE document, including all amendment/corrigendum issued till opening of bid (*if any*), the receipt of which is hereby confirmed with acceptance of all the terms & conditions of TE document including all amendment/ corrigendum issued till opening of bid. We now offer to supply and deliver _____ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the price schedules attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery, warranty & CMC. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract. We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered /banned/blacklisted by any Govt. Authorities. We fully agreed to the all terms and conditions specified in above mentioned TE document, including amendment/ corrigendum issued till opening of bid and withdrawn all conditional terms if anywhere mentioned in the our bid. Whenever there is a conflict, the tender form acceptance shall prevail.

We hereby certify that all information and documents submitted by us in this tender are true to the best of our knowledge and belief and that nothing material has been concealed. We are solely responsible for its accuracy. In case, at any stage, any of the information/ document is found to be false, the Purchaser shall have full right to reject my bid/ cancel the purchase order and / or stop payment / recover the liabilities, if any from our balance payment / performance security etc.

We hereby undertake that the spares for the equipment shall be available for at least 10 years from the date of supply.

Signature:

Name

Designation

Seal :

(On the letter head of the company)

- **TENDER FORM shall be on the letter head of the bidder and should be as per the above format only. The original copy is to be scan & upload.**

MANUFACTURER'S AUTHORISATION FORM

To,

**Director, Chittaranjan National Cancer Institute,
Kolkata**

Dear Sirs,

Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.

Note:

- **This FORM shall be on the letter head of the manufacturing firm and duly signed and stamped by competent authority and it should be as per the above format only. The original copy is to be colour scan & upload accordingly.**
- **If bidder is self manufacturer than they will filled this form as a self manufacturer.**

- If bidder is not self manufacturer, they get this FORM from manufacturer and submit accordingly.
- Official Email ID of manufacturer form issuing authority shall be provided by the bidder.

BID SUMMARY SHEET

A. If EMD/bid security in the form of Bank Guarantee:

Item no.	BG no.	Date	Amount Rs.	Name of Bank	BG Validity
	XXXX	XX.XX.2018	XXXX	XXXXXXXXXXXX	XX.XX.2018

- **Name of Bank Manager who has issued BG** :
- **Mobile number of Bank Manager** :
- **Email ID of Bank Manager** :

Sr. Item no	Quoted qty.	Name of Bidder	Name with full Address of Manufacture	Model no.

Signature:

Name:

Designation

Seal:

Note: Bidder Summary sheet shall be filled in all respect.

Power of Attorney

I -----, *Sole Proprietor' of M/s -----, or Board of Director of M/s -----*
-- hereby authorised *Sh. -----, -----* to sign all tender documents, participate in negotiations, make correspondence and sign all documents to the client and government statutory bodies for approval take decisions.

He hereby authorized to sign and execute the agreement etc. for the works and all other documents relating to the works awarded or being executed by *M/s -----*

Signature of *Sh. -----, -----* is attested below.

Sole Proprietor/ Board of Director
Sealed

Sh. -----
Designation

- **Power of attorney is to be signed by competent authority i.e. Sole Proprietor of the firm or Board of Director of the company.**
- **The original document duly signed and stamped is to be scan & upload.**

Bidder Information

Bidder correspondence Address :

Bidder correspondence Email ID :

Bidder contact number :

Bidder's Bank Account No., Name of the Bank & Branch, IFSC Code Etc

Bidder contact person :

Manufacture correspondence address :

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

Manufacture contact number :

Signature:

Name:

Designation

Seal:

Note: All above information are mandatory.

AFFIDAVIT/UNDERTAKING

IFB No.

We have read and understood the all instructions and all terms and conditions contained in the TE document.

We are fully agreed all the terms and conditions of TE document including SIT, SCC, amendment/ corrigendum, technical specification issued till opening of bid. In case, anywhere any conditional terms found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid. Whenever there is a conflict, the acceptance of all terms and conditions of TE document in the tender form/ bid form / affidavit shall prevail only.

We (manufacturer and /or manufacture authorised agent) shall jointly and severally liable to perform all contractual obligations under the agreement.

We (manufacturer and /or manufacture authorised agent) confirm that we do not stand deregistered/ banned/ blacklisted/ debarred by any Govt. Authorities in India.

We hereby confirm and certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

We hereby certify that all information and documents submitted in this tender are true to the best of our knowledge and belief and that nothing material has been concealed/ misrepresented. We are solely responsible for its accuracy.

In case, at any stage, any of the information/ document is found to be false/ misrepresentation, we (manufacturer and /or manufacture authorised agent) shall be fully liable and the purchaser shall have full right to reject my bid/ cancel the purchase order and / or stop payment / recover the liabilities/ loss if any, from our balance payment /EMD/ performance security etc. We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money/ performance security.

We are fully agreed all the terms and conditions of TE document including amendment/ corrigendum /technical specification issued till opening of bid. In case, anywhere any conditional terms found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid.

Whenever there is a conflict, the acceptance of all terms and conditions of TE document in the tender form/ bid form / affidavit shall prevail only.

Signature:

Name:

Designation

Seal:

Note:

- **Original copy of Affidavit is to be submitted as instructed in the tender. The original document duly signed and stamped is to be scan & upload**
- **To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary**

Consignee List

Consignee Code	Medical Institutions	Contact Address.
	Director, Chittaranjan National Cancer Institute, Kolkata	Director, Chittaranjan National Cancer Institute(CNCI), 37, S.P. Mukherjee Road Kolkata - 700026

AMPLIFICATION OF COMMERCIAL TERMS

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

Date.....
Office Seal.....

Signature &

STANDARD TERMS & CONDITIONS OF CNCI :

1. **Terms Of Price:** F.O.R. (Delivery free)– CNCI , STORES, 37,S.P. Mukherjee Road, Kolkata -700026 , at your cost. The price is firm and fixed till the execution of order. However, **price should be INR** is inclusive of packing and forwarding, insurance , demurrage and other clearing and Freight charges.
2. a) **Excise duty:** Excise duty if applicable against this order. E.D Exemption/Concession certificate to be issued by competent authority shall be provided by CNCI . While dispatching each item should be identified with CNCI code number and Firms part number. Packing list should indicate all deliverable items. Each item should be identified with Metallic or Plastic tag indicating both CNCI code number and Firms part number.
3. **Consignee/Delivery Point:** All items along with supporting documents(Tax invoice, Inspection Certificate, guarantee Certificate, Conformity Certificate, packing list) to be delivered to the consignee. 4. **Inspection :** Pre dispatch inspection: As per the SOTR. Receipt Inspection .
5. **Warrantee:** The equipment. / Materials are to be guaranteed / warranted for satisfactory performance for the period of 24 months from the date of delivery at CNCI Kolkata . During guarantee/warrantee period any spares supplied by the Vendor suffers due to defective material and or due to improper design and or drawing or due to faulty workmanship, The Vendor will take full responsibility of rectification of such defective parts thereof direct expenses related to removal and re-positioning of the replacement/ repaired spares or components and subsequent test & trial, incurred thereon without any financial implication to CNCI.
6. **Liquidated Damage :** In case delay in delivery beyond contractual delivery date, CNCI reserves the right to recover LD. @ ½ % per week or part there of subject to maximum 5 % of order value of the undelivered materials.
7. **Force Majeure :** As per existing order of ministry of Law.
8. **Custom duty :** If applicable, C.D. Exemption certificate where applicable will be provided by CNCI on submission of the following documents:-
 - (i) Copy of Order on Overseas Firm.
 - (ii) Copy of Invoice of Overseas Firm and packing list of the B & D spares of the Overseas Firm.
 - (iii) Copy of Bill of Lading/ Airway Bill.
9. **Arbitration:** i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be referred to the Director, CNCI, 37, S.P. Mukherjee Road , Kolkata -700026 for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - viii) **The language of the proceeding shall be in English.**
10. **Individuality of Contract :** This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in

execution due to situation arising out of some other contract that Firms may have with CNCI .

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

12. **Payment Terms :** 90 % of order value shall be paid against delivery and after installation /successful commissioning of items at CNCI and balance after completion and on submission of Performance Bank Guarantee of equivalent amount, of work valid up to expiry of guarantee period and on production of the following documents addressed to the Director ,CNCI, Kolkata : (4 copy each along with one original copy e.i. ink signed with stamped)

(a) Ink signed original Invoice

(b) Receipted copy of challan or receipted LR/CN along with copy of challan/Packing list.

(c) Packing list indicating details of spares description.

(d) Inspection certificate issued by appropriate Authority

(e) Guarantee certificate of Materials .

(f) Conformity Certificate.

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

14. **Risk Purchase:** In case of delay in delivery beyond 10 weeks, 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/ Multi Currency rate** which is applicable please be mentioned with price bid offer .

19. **Demo / Training :** The successful tender er has to impart on-site training to Doctors/ Technicians/ Para- medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if

demanded by the User Institution to the satisfaction of the tender inviting Authority and User Institution .

20. **CAMC/AMC Contract** : The decision to enter into CMC or AMC will be determined on the basis of cost and complexity of the Tender inviting Authority or User Institution at its discretion , prior to the expiration of warranty period . CMC is otherwise an extended warranty .

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**”.

*****END*****