

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

Notice Inviting e-Tender No: CNCI/eNIT575/1/2019

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:-

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

Last date of submission of tender--- upto 14.00 hrs. on 01.03.2019

Date and time of opening of tenders---14.30 hrs. on 04.03.2019

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

Director

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

Ref. No: CNCI/eNIT575/1/2019

Date:05.02.2019

**Chittaranjan National Cancer Institute
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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 14.00 hrs. on 01.03.2019**) failing which the tender shall be summarily rejected.

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

Note:-

- 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.
- 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

Sl. No	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	06.02.2019 14.00 hrs
2	Documents download/sell start date (Online)	07.02.2019 14.00 hrs
3	Documents download/sell end date (Online)	01.03.2019 upto 16.00 Hrs.
4	Bid submission start date (On line)	07.02.2019 14.00 hrs
6	Last Date of submission of original copies for the Earnest Money Deposit (Off line)	01.03.2019 upto 14.00 Hrs.
7	Bid Submission closing (On line)	01.03.2019 upto 14.00 Hrs.
8	Bid opening date for Technical Proposals (Online)	04.03.2019 after 14.30 Hrs.
9	Date of uploading list for Technically Qualified Bidder (online)	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. Prices should be quoted in INR or any standard foreign currency for the country of origin (in words and figures). No correction /deletion/overwriting by the bidder will be entertained. 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. Incomplete offer will not be entertained.
2. The tenderers should quote post warranty AMC (Annual Maintenance Contract)/CMC(Comprehensive Maintenance Contract) for five years separately in the closed envelop along with EMD.
3. Quotations should have validity of 180 Days.
4. 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.
5. 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.
6. No variation of price will be allowed during the period of contract.
7. 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.
8. All supply of goods must conform to the specification as per tender.
9. Tenders will be opened after 14.30 hrs. on 04.03.2019.
10. 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.

11. 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.
12. Customs clearance procedures/charges and transportation procedures/charges, if any will have to be borne by the supplier/agency and no such charges will be paid by CNCI except the customs duty.
13. 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.
14. 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:-

- (i) Advance Payment: Nil.
 - (ii) 90% of the contract price after delivery of the goods.
 - (iii) Balance 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.
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: ± 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/

Dated:

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

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

ANNEXURE -C

FORM OF AGREEMENT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No. _____ dated _____

THIS AGREEMENT is made on _____ day of _____ two thousand eighteen between CNCI, representing through Dr. Jayanta Chakraborti, Director/CNCI on one part and M/s. _____ hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/their successors and assigns) of the other part.

WHEREAS the Director is desirous that certain purchase should be done viz. (supply of Floor Model Ultracentrifuge at CNCI) and has by 'Letter of Acceptance' dated ____ accepted a tender submitted by the vendor for the supply and installation of the Machine at a total Contract Price of Rs. _____ (Rupees _____ only)

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents in conjunction with addenda/corrigenda to tender documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a) The Letter of Acceptance dated _____.
 - b) Priced Schedule (Bill) of Quantities
 - c) Notice Inviting Tender and Instructions to Tenderers.
 - d) CNCI's Tender and Contract Form
 - e) Special Conditions
 - f) Schedules A to B.
 - g) General Specifications
3. In consideration of the payment to be made by the Director to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Director, CNCI to supply and Install the Machine as per the provisions of the Contract.
4. The Director, CNCI, hereby covenants to pay to the Vendor in consideration of the supply and install the machine as per the contract price.

IN WITNESS where of the parties hereto have caused their respective common seals to be hereinto affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

<p>_____</p> <p>In the capacity of _____</p> <p>On behalf of M/s. _____</p> <p>(The Contractor)</p> <p>In the presence of</p> <p>Witnesses (Signature, Name & Designation)</p> <p>1.</p> <p>2.</p>	<p>_____</p> <p>representing CNCI</p> <p>Witnesses (Signature, Name & Designation)</p> <p>1.</p> <p>2.</p>
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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 10% after installation /successful commissioning of items 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 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, CNCI 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 5% 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**".

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

Tender No : CNCI/eNIT575/1/2019

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 -----% 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 / waranted 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 – @ 5% on order value .	YES

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

Signature &

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