

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

E-TENDERDOCUMENT for the Supply &Installation of
OT Table Electro Hydraulic Operated with Remote control .

(TENDER NO : **CNCI/eNIT-22 /2018-2019**).

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

3 (Three) Nos. of OT Tables-Electro Hydraulic Operated with Remote control System .

Last date of submission of Tender ---upto 07.11.2018 14.00 HRS

Date and time of opening of Tenders 07.11.2018 15.00 HRS

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

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

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NOTICE INVITING TENDER

Director , Chittaranjan National Cancer Institute, invites Tenders in two bid system from reputed concern for **SUPPLY AND INSTALLATION OF 3 Nos. O.T TABLE ELECTRO HYDRAULIC OPERATED with REMOTE CONTROL SYSTEM** in the Chittaranjan National Cancer Institute, 37, S.P. Mukherjee Road , Kolkata -700026, on the prescribed tender form, as detailed below: 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 cost of tender and EMD must be submitted to the Director, CNCI, Kolkata positively up to: (07.11.2018 14.00 HRS) failing which the tender shall be summarily rejected.

Sl. No	Description	Quantity	EMD (Rs.)	Remarks
1.	OT Table with Electro Hydraulic Operated Remote control system.	3	60,000/-	EMD to be enclosed with

TenderDetails

1.	TenderNo.	(TENDER NO : CNCI/eNIT-22 /2018-2019).
2.	Estimated Cost/Unit	
3	Earnest Money Deposit	
4	Performance Security	
5	Validity of Performance Security	

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Important dates:

Sl.No.	Particulars	Date and time
1.	Date of release of tender	06.10.2018 14.00 HRS
2.	Online tender submission Start Date	08.10.2018 11.00 HRS
3.	Online tender submission End Date.	07.11.2018 14.00 HRS
4.	Date of online Technical bid opening	08.11.2018 14.00 HRS
5.	Date of demonstration of Equipment	To be informed to the qualified tenderers qualifying after opening of technical bids.
6.	Date of opening of the price bid	To be informed to the qualified tenderers qualifying after demonstration.
7	EMD	Original EMD to be submitted within 07.11.2018 14.00 HRS

Annexure Forms Part of Tenders :

Articles enclosed forming part of the Tender .			
1.	Annexure -A	TECHNICAL SPECIFICATION .	Yes/No
2.	Annexure - B	PROFORMA FOR PERFORMANCE STATEMENT	Yes/No
3.	Annexure-C	FORM OF LETTER OF ACCEPTANCE	Yes/No
4.	Annexure- D	FORM OF AGREEMENT	Yes/No
5.	Annexure- E	AMPLIFICATION OF COMMERCIAL TERMS	Yes/No

TECHNICAL SPECIFICATION :

ANNEXURE - A

SPECIFICATION FOR OPERATION THEATRE TABLE

PART 1

1. Should be C arm compatible Electro hydraulic Operated Remote control Table
 - Up & Down Min 29", Max 44"
 - Trendelenberg & Reverse Trendelenberg (30° either side)
 - Right Lateral & Left Lateral (21° on either side)
 - Back Rest (+ 90° to - 90°)
 - Power Brakes (for Braking & Unbraking the Table)
2. The Table should be provided with an external charging circuit, which should have a colour LED indication for no charge, charging and full charge.
3. The remote cord should come from the head end of the Table i.e. from the base to facilitate the anesthetist
4. The Table should have six polyurethane castors for longitudinal and lateral movements.
5. The power brakes should four and located on the head side and leg side of the Table base for better stability.
6. The backrest should have electro hydraulic movement and should be detachable, to fix the other attachments.
7. The table should have an Override panel on the column of the table.
8. The Table should have a zero position. Trendlenburg, Lateral, Backrest all should have leveling sensors. The Zero position should be operated from the remote hand set as well as the Override panel.
9. The Table should have a provision to screen the patient from neck to toe at a single shot without any hindrance.
10. The Table should have a provision to memorise any two positions. It should be erasable and reprogrammable. The provision should be available on both the remote handset and as well as the override panel.
11. The up & down movements should be jerk free and should have high precision glides to avoid wig-wag movement of the column.
12. The table should have an emergency stop, in case of any malfunction. The provision should be available on both the remote handset as well as the override panel.
13. The Table should have battery level indicators, both on the remote hand set and the override panel.

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14. The Table should have a sealed bottom to prevent water and dust from entering inside.
15. The Table should have more leg space for the surgeons for lower end surgeries.
16. There should not be any cross bars throughout the length of the Table. The table should be able to stretch to 6 feet without any floor support.
17. Leg bed should be two pieces right and left end should be detachable and abduct table
18. Tendlen berg and lateral mechanism should be concealed with bellows; column should be straight without any projection on right or left.
19. Table column size should be 280mm X 280mm.
20. Polyurethane detachable cushion top should be provided on the Table top.
21. Base covers should be covered with impact, shock resistant, Fire resistant, and disinfectant free material. Base should be broader in the head end.
22. The column casing, table top frame, traction bars and all accessories made of non-corrosive stainless steel. The main column should be covered with non-corrosive stainless steel.
23. Inbuilt Battery backup should be provided.
24. The Table Top should be reversible, the head rest attachments, the head rest attachments should fix to the tail side and the tail side attachments should fix to the head side.
25. The Table should be capable of taking off centered load. The load carrying capacity should be 380 Kgs.
26. The entire vertebral column should be viewed without any hindrance.
27. Patient sitting position, with Tendlenberg maximum should be possible.
28. Minimum height 27” preferred.
29. Kidney Bridge should be provided

MANUAL OVERRIDE FUNCTIONS FOR EMERGENCY

PART 2

1. It should have a pre selector for all the functions
2. Isolated manual override to be incorporated in remote control Table
3. A foot pedal should be used for pumping to achieve various position
4. In case of electrical component failure using this mechanism the table should be operated mechanically
5. The manual system should be capable of taking off centered load for screening from neck to toe
6. In case of breakdown in the middle of the surgery, there should be a provision to operate manual functions instantly without any time lag.

Attachments:

1. Anaesthesia screen rod - 1 no
2. Arm Rest- 2 Nos
3. Shoulder support- 2 nos
4. Side support - 1 no
5. Lithotomy - 2 nos

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6. Body Binder- 2 nos

The table should be USFDA and CE Certified and must have the Electrical IEC-60601 Certification.

<u><i>Activity</i></u>	<u><i>TimeLimit</i></u>
<i>Installation & Delivery period</i>	<i>6 weeks from date of issuance of Supply Order.</i>
<i>Comprehensive warranty period</i>	<i>3 years.</i>
<i>CMC/AMC period</i>	<i>8 years.</i>
<i>Frequency of visits to User Institution during Warranty/CMC or AMC</i>	<i>One visit every 6 months(2 visits in a year)for periodic/preventive maintenance and anytime for attending repairs/break down calls during exigency .</i>
<i>Frequency of payment of CMC or AMC charges</i>	<i>Every six months after completion of the period</i>
<i>Submission of Performance Security and entering to contract</i>	<i>10days from the date of issuance of Letter of Intent</i>
<i>Payment Installments of Price of equipments and ratio</i>	<i>80-20% against installation & submission</i>
<i>Time for making payments by Tender Inviting Authority</i>	<i>Within 30 days from the date of submission of proper documents</i>
<i>Maximum time to attend any Repair call</i>	<i>Within 48 hours</i>
<i>Up time in a year</i>	<i>95%</i>

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Pre-qualification of tenderers:

Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a place of business in any of the States of India are eligible to participate in this tender.

The tenderer or manufacturer of the equipment offered should be in the business of the supply and installation of same /similar equipment for the last three calendar years. Not raised documentary proof shall be submitted.

Tenderers who submit all the necessary documents for inclusion in the technical bid without any ambiguity, errors etc and who submit their requisite cost of the tender document and also the EMD.

Tenderers who submit not any attested copy of IT returns filed for the last three years .

Tenderers who have been blacklisted / debarred by Tender Inviting Authority or blacklisted /debarred by any State Government or Central Government department /Organization should not participate in the tender during the period of black listing .

Firm/company who have withdrawn after participating in any of the previous tenders of CNCI-KOLKATA are not eligible to participate in this tender .

Firm/company who is not willing to accept the maintenance policy of

Tender Inviting Authority is not eligible to participate in this tender .

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Earnest Money Deposit(EMD)

Public Sector Undertakings and MSMEs registered within the State are exempted

From remittance of EMD subject to submission of valid documents , provided all the Offered products shall be manufactured within WEST BENGAL .

EMD of unsuccessful tenderers will be discharged/returned as promptly through Online transfer .

The successful tenderer's EMD will be discharged upon the tenderers signing the Contract and furnishing the performance security .

No interest will be paid for the EMD submitted .

The EMD will be forfeited ,if a tenderer;

- 1) Misrepresents facts or submit fabricated /forged/tempered/altered/manipulated documents during verification of tender process.
- 2) Withdraw sits bid after the opening of technical bid
- 3) A successful tenderer ,fails to sign the contract after issuance of Letter of Intent
- 4) Fails to furnish performance security after issuance of Letter of Intent.

Dead line for submission of tender.

Tenderers shall upload all the necessary documents in the e tender portal before the last date & time for online submission and The Tender Inviting Authority shall not be held liable for the delay .

The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

Modification and Withdrawal of Bids

The tenderer can modify or withdraw bids submitted on line before the last date & time for online submission .

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Period of Validity of Tender

The tender must remain valid for minimum 180 days(six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive

The successful tenderer upon entering into a running contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness ,but not after the execution of agreement or issuance of Supply order for any of the agreed items .

Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to blacklisting/debarring of the successful tenderer

Acceptance / Rejection of tenders:

It is also not necessary that the offer of the firm quoting the lowest rates shall be accepted .Usually the lowest offers of tenderers qualified for the price bid openings shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are provided in such price bid .

Notices

The Tender Inviting Authority shall publish the following information on its website or e-tender portal at the appropriate time as part of ensuring transparency in the tender process .

The tender notices, documents, corrigendum, addendum etc if any Amendments to the tender conditions, if any, especially after the pre-tender meeting.

Other terms and Conditions

All the terms and conditions in respect of warranty /guarantee, CMC/AMC, Training of Staff etc.

The tenderer shall be responsible for payment of any charges due to any statutory authorities such as IncomeTax,SalesTax,Customs Dutiesetc

In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

Tendering System

The tenders/bids are to be submitted on-line in two covers in thee-tender portal .

PART-I entitled as TECHNICALBID. The technical bid shall be submitted in thee-tender portal.

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The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions

PARTII titled as PRICE BID (BOQ) has to be submitted online only. The BOQ(excel sheet available in e-tender portal)is specific to a tender and is not interchangeable. The BOQ file shall be down loaded from the-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

Amendment of tender documents

At any time prior to the deadline for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment .

Contents of online Bid submission

- i. Earnest Money Deposit
- ii. Annual turn over statement for last three years certified by the auditor
- iii. Price Bid format as per the format available in e tender portal
- iv. Power of Attorney as per format
- v. Documents such as articles of association / partnership deed etc ,proof of incorporation ,proving the registration of place of business and showing the details of partners /promoters/board of directors etc
- vi Audited copies of the P&L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors
- vii . Copy of IT returns files for the last three completed years.
- viii. Details of Service centers as per the format given in e tender portal
- ix . Documents showing service center facilities in KOLKATA/WB India .
- x. Technical literature, product data sheet.
- xi.Copy of Quality Certificate requested as per the technical specification.
- xii.List of Installations of the offered model in KOLKATA/WB (government and private institutions separately with name /designation of the contact person, phone number/fax/email).

Price Bids

The Price bids (BOQ) of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation and demonstration .

CAMC / AMC Rates

Tenderer shall also quote CMC/AMC rates for a period mentioned after comprehensive warranty period.

In case if the respective columns of CAMC/AMC is left blank in the prescribed price bid

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format it shall be considered as zero.

Award of Contract

The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after price bid opening.

Notification of Award / Letter of Intent (LOI)

Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered/speed post or by fax or by email (to be confirmed by registered /speed post immediately after wards) that its tender for accessories ,which have been selected by the Tender Inviting Authority ,has been accepted, also briefly indicating there in the essential details like description ,specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent(LOI) by the Tender Inviting Authority.

The successful tenderer, upon receipt of the LOI, shall furnish there required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will forfeited and the award will be cancelled.

Signing of Contract

The successful tenderer shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.

The successful tenderer shall submit bank guarantee-a performance security of contract.

The successful tenderer shall later extend the Contract converting it as Comprehensive Maintenance Contract /Annual Maintenance Contract as per the 'Agreement' with the Tender Inviting Authority /respective user of CNCI ,3(three) months prior to the completion of Warranty Period, if the Tender Inviting Authority/ User Institution desires so. The CMC will commence from the date of expiry of the Warranty Period.

Assignment:-The Successful tenderer shall not assign either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

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'.

Delivery and Installation

The successful tenderer shall visit the scheduled institution and recommend pre installation requirements at the institution. The details may be consolidated and shall submit to the Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulated period, Tender Inviting Authority shall deduct LD charges as per the tender conditions.

The successful tenderer will have arrange transportation of the ordered goods as per

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its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipment's arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

The installation report and one month performance reports shall be submitted separately.

,in a single sheet printed back to back and shall be submitted individually for each equipment installed.

The successful tenderer after installation of equipment has to be arranged a training program to CNCI staff for successful operation of the equipment .

Payment

The payment of the first installment of the price agreed will be made within thirty days from the date of installation of the equipment with its all necessary accessories at the user CNCI specified in the supply order, on submission of Installation Certificates ,warranty certificate invoice and signed challan from CNCI Stores.

The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.

Requests for advance payment, payment against delivery or payment through Payment for CMC/AMC Charges: The payment of CMC will be made once in six months after satisfactory completion of said period by the Tender Inviting Authority.

The successful tenderer shall not claim any interest on payments under the contract.

Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful tenderer at rates as notified from time to time.

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After Sales Service conditions:

The corporation attaches paramount importance to the after sales service of the equipment's installed to ensure smooth operation after wards. The successful tenderer is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and there after for additional period mentioned in the Specific Conditions of Contract, for which the rates of Comprehensive Annual Maintenance Contractor Comprehensive Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) and Annual Maintenance Contract (AMC-without spares) shall be finalized at the time of tender itself. The rate offered for CMC/AMC charges will be considered for evaluation of prices and deciding on the successful tenderer.

Failure to provide satisfactory after sales services during or after the warranty period and CMC/AMC will lead to blacklisting/ debarring of the tenderers, but after issuing due notice and provide opportunity for being heard.

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 model 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 Contracts shall have no defect arising from design, materials or workman ship .

After sales service centre in Kolkata preferably or at least in South WB should be available as part of the pre-qualification criteria .

Annual Maintenance Contract (CMC & AMC)

The decision to enter in to CMC or AMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority or User Institution, at its discretion, prior to the expiration of warranty period.

Spare parts/Reagents

The tenders shall offer prices for all the spares/reagents mentioned in the technical specifications separately in the price bid form.

Successful tenderer shall carry sufficient inventories to assure ex-stocks supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority/User Institution promptly on receipt of order from the Tender Inviting Authority/User Institution.

Training

The successful tenderers have 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.

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Imported Equipments

The Tender Inviting Authority shall allow the tenderer to import of the equipment's from foreign countries , if such equipment's are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.

The payment will be made in Indian Rupees to the successful tenderer and under no circumstance, the request for opening of letter of credit or payment in foreign currency will be entertained.

Government/Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract.

Force Majeure

Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of God, war, pestilence, or any other event which the Tender Inviting Authority/User Institution either in its sovereign or contract.

If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event.

Resolution of disputes

If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful tenderer in connection with or relating to the contract ,the parties shall make every effort to resolve the same amicably by mutual consultations.

Applicable Law & Jurisdiction of Courts

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Kolkata .

Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are:

- i. Imposition of liquidated damages,
- ii. Forfeiture of EMD/ performance security
- iii. Termination of the contract
- iv. Blacklisting /debaring of the tenderer.

Termination of Contract

Termination for default:-The Tender Inviting Authority /User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/ User Institution), may, by written notice of default sent to the successful tenderer , terminate the contract in

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whole or in part, if the successful tenderer fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.

In the event of the Tender Inviting Authority /User Institution terminates the contract.

Fall Clause

The price charged 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's of identical description to any other persons during the period of contract. If anytime, during the contract, the tenderer reduces the

sales price chargeable under the contract, he shall forthwith notify such reduction to the Tender Inviting Authority/ user institution and the price payable under the contract of the equipment's supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

Director .
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Tender Reference No. : CNCI/e-NIT 22/2018-19
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)**	Mob. No., 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

Annexure -C

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

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TENDER No CNCI/eNIT-22/2018-19

Dated :

To

(Name & Address of the Contractor)

Dear Sir,

Sub: TENDER No. _____ FOR supply of AUTOSTAINER..

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)

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

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ANNEXURE -D

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 Chakraborty, 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 AUTOSTAINER 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.

The Letter of Acceptance dated _____.

- a). Priced Schedule (Bill) of Quantities.
- b). Notice Inviting Tender and Instructions to Tenderers.
- c). CNCI's Tender and Contract Form.
- d). Special Conditions.
- e). Schedules A to B.
- f). General Specifications

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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 style="text-align: center;">_____</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 style="text-align: center;">_____</p> <p>representing CNCI</p> <p>Witnesses (Signature, Name & Designation)</p> <p>1.</p> <p>2.</p>
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Chittaranjan National Cancer Institute
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Annexure -E

Tender No : CNCI/Enit-22/2018-19

AMPLIFICATION OF COMMERCIAL TERMS

1. Technical Specification :The Technical Specification & scope of supply as mentioned tender enquiry Annex- 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/NO.

Date.....
seal.....

Signature & Office