



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

(An Autonomous Body under the Ministry of Health and Family Welfare, Govt. of India)

**E-TENDER**

**Notice Inviting e-Tender No: CNCI/eNIT- 41/2020-2021(2<sup>nd</sup> call)**

**TENDER NOTICE FOR MEDICINAL ITEMS CNCI, KOLKATA**

The Director, Chittaranjan National Cancer Institute, invites online submission of e-tender on **<http://eprocure.gov.in>** for supply of Medicinal Items including contrast media on two years rate contract basis for CNCI Kolkata.

**Last date of submission of tender---30.05.2021 at 14.00 Hours**

**Date and time of opening of tenders---31.05.2021 at 14.00 Hours**

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

**Director**

# Chittaranjan National Cancer Institute,

(An Autonomous body under the Ministry of Health & Family Welfare, Govt. of India,)

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

**Tender Enquiry No.:** CNCI/eNIT- 41/2020-2021(2<sup>nd</sup> call)

**Dated 06.05.2021**

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

SL .NO	NAME OF THE MEDICINE	Particulars	No. of items on each category	Sl. No. In the list of items Quoted	EMD Deposit.
1	Medicinal Items including contrast media	Drugs			On each item wise @ Rs. 23,000.00

EMD in form of Demand Draft to be submitted as per each item by participating bidder i.e. item wise calculated EMD based on the basic unit Rs.23,000/- multiplied by the Number items quoted - to be deposited in the form of Demand Draft in the name of Director, Chittaranjan National Cancer Institute, Kolkata -700026- payable at Kolkata before the due date of opening of Technical Offer. EMD of the Vendors already participated will carry forward , if the vendors want to participate on the Re- Tender (2nd call) process they need not to furnish EMD again if they take part in the 2nd call.

## CRITICAL DATE SHEET

Sl. No.	Description	Schedule
i.	Date of sale of tender enquiry documents	07.05.2021 at 12:00Hrs
ii.	Place of sale of Tender Enquiry Documents	To be downloaded from the Website
iii.	Cost of the Tender Enquiry Document	Nil
iv.	Pre bid	Already done
v.	Venue	Chittaranjan National Cancer Institute 37, S.P. Mukherjee Road, Kolkata- 700026
vi.	Closing date & time for receipt of Tender	30.05.2021 at 14.00 Hours
vii	Time and date of opening of Techno – Commercial tenders	31.05.2021 at 14.30 Hours
viii	Opening of Techno Commercial Tender	To be notified later

**File No -753/2020-21**

**E-Tender Notice**

**NOTICE INVITING TENDER FOR  
RATE CONTRACT FOR Contrast Related materials for Hospital Services  
AT CNCI, KOLKATA**

On behalf of Director, Chittaranjan National Cancer Institute, invites electronic online bids (e-Tender) through website of CNCI, KOLKATA and CPPP <https://eprocure.gov.in/eprocure/app> under Two Bid system for (Part- I: Techno commercial bid & Part II: Financial Bid or BOQ) from reputed & genuine Manufacturers/Importers/ Dealer/Distributors who are interested and eligible to supply of **Medicinal Items including contrast media** related materials to CNCI, KOLKATA. Manual bids shall not be accepted. Manual bid will not accepted.

CNCI, KOLKATA request bidders to quote in line with tender documents uploaded & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>

**Upload of Tender:** Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Financial Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted. Bids shall be digitally signed and uploaded by legally and competent person on behalf of his firm / company / Dealer/Distributors and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening , failing which the bid shall be liable for rejection.

**(Director)  
CNCI, KOLKATA**

## GENERAL TERMS AND CONDITIONS

1. Online electronic bids (e-tenders) under two cover systems are invited on behalf of Director, Chittaranjan National Cancer Institute, KOLKATA (CNCI KOLKATA) bid system (Techno-Commercial Bid and Financial Bid) from reputed, experienced and financially sound, interested and eligible bidders to supply of various consumable items to CNCI KOLKATA. Manual bids shall not be accepted. Manual bid will not accepted." The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of bids. Manual bids shall not be accepted.
2. These items will be purchased on monthly basis / as or when required.
3. Tender documents can be viewed and downloaded from the website of CNCI, KOLKATA [www.cnci.ac.in](http://www.cnci.ac.in) (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.
4. Type of Tender: Open Tender -Two Bid System.
5. **Bid Submission:**

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions provided for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

  - 5.1 Not more than one tender shall be submitted by one vendor or vendors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
  - 5.2 Tenderer who has downloaded the tender from the **website of CNCI, KOLKATA <https://cnci.ac.in> and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>** shall not tamper/modify the tender form including downloaded price, bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected **and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>** shall not tamper/modify the tender form including downloaded price, bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited. The tenderer is also liable to be banned from doing business with CNCI KOLKATA.
  - 5.3 Intending tenderers are advised to visit **CNCI, KOLKATA** web site <https://cnci.ac.in/> and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
  - 5.4 Applicant contractor/vendors/bidders must provide Tender fee/Cost & EMD Payment: Tender Fee/Cost & Earnest Money Deposit is to be EMD in form of Demand Draft to be submitted as per each item by participating bidder i.e. item wise calculated EMD based on the basic unit Rs.23000/- (twenty three thousand) multiplied by the Number items quoted -to be deposited in the form of Demand Draft in the name of **Director, Chittaranjan National Cancer Institute , Kolkata -700026 payable at Kolkata** before the due date of opening of Technical Offer.

EMD of the Vendors already participated will carry forward , if the vendors want to participate on the Re- Tender (2nd call) process they need not to furnish EMD again if they take part in the 2nd call.

- 5.5 Bidders are required to submit the details of EMD payment at the time of Bid Preparation.
- 5.6 Tender Fee Rs. Exempted
- 5.7 Duration for Completion of Supply: - As per tender document.
- 5.8 All MSME with NSIC/SSI registered bidders/vendors are exempted from submission of EMD fee. Valid SSI / MSME with NSIC certificate must be submitted online to avail the exemption from furnishing the EMD.
- 5.9 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price- Bid opening date will be intimated in due course.
- 5.10 Any tender received without Earnest Money as specified in tender documents shall not be considered and shall be summarily rejected.
- 5.11 **CNCI, KOLKATA reserves the right to cancel the tenders or postpone the tender and to accept / reject any or all tenders without assigning any reasons thereof.**
- 5.12 The validity of the offer shall be 270 days after the date of opening of the tender. If any bidder withdraws his tender within the validity period or makes any modifications in terms and conditions of the tender and/or rates after submission of tender which are not acceptable to CNCI, KOLKATA or does not start the work within stipulated period from the date of issue of letter of acceptance, then CNCI, KOLKATA shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposited by the bidder. In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.
- 5.13 CNCIKOLKATA reserves the right to reject any or all tenders and shall not be bound to assign the any reason for such rejection.

## 6. Submission of Tender

- a. The tender shall be digitally uploaded using their DSC in two part, viz., technical bid and Financial Bid.
- b. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- c. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

## 7. Technical Bid

Following documents to be uploaded using their DSC by the bidder along with Technical Bid:

- i) **Signed and Seal scanned copy of complete tender document.**
- ii) Seal, Signed & scanned copy of proof for payment of Earnest Money Deposit (EMD) & duly attested copy of PAN, duly attested copy of GST registration certificate.
- iii) Seal, Signed & scanned copy of Tender Acceptance letter
- iv) Seal, Signed & scanned copy of List of items for which the rates are offered, as per the enclosed format .
- v) Seal, Signed & scanned copy of the Income tax returns (ITR) for last three Financial Year
- vi) Seal, Signed & scanned copy of Copies of authenticated balance sheet for the past three years
- vii) Seal, Signed & scanned copy of Non-conviction/ No pending conviction certificate attested/ issued by Notary for preceding three years
- viii) Seal, Signed & scanned copy of Self-Declaration on Rs 100/- Non-judicial stamp paper (Notarized) about lowest rate & passing on the downward rate revision.
- ix) Seal, Signed & scanned copy of List of Institute/Hospital where the company supplying the tendered item during last 12 months.

- x) Seal, Signed & scanned copy of a Notarised affidavit on Rs. 100/- Non Judicial stamp paper certifying that the firm has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier
- xi) If Bidder is Distributor: Seal, Signed & scanned copy of Valid PO COPY if any
- xii) If Bidder is manufacturer: Valid WHO-GMP/COPP License copy is to be attached.
- xiii) If bidder is distributors of Imported item: Seal Signed & scanned copy of Valid PO COPY
- xiv) Seal, Signed & scanned copy of Valid Drug License/Importer License (If applicable on any item given in technical bid)
- xv) Seal Signed & scanned copy of **WHO-GMP/GMP/USFDA whichever is applicable.**
- xvi) Seal Signed & scanned copy of Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.
- xvii) Seal Signed & scanned copy of any other information important in the opinion of the tenderer.  
Signed and Scanned Copy of Notorised affidavit on Rs. 100/- of Integrity Pact .

## **8. Financial Bid**

### **Schedule of Financial Bid in the form of BOQ\_XXXX .xls**

The Financial Proposal/Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is, and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded Financial Bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD will be forfeited the tenderer is liable to be banned from doing business with CNCIKOLKATA in future.

### **SALIENT POINTS OF THE NOTICE INVITING TENDER**

Online electronic bids (e-tenders) are invited in two bid system for the supply of various consumable item for a period of three years. **Bids will be accepted from reputed & genuine manufacturers / importers only.** The salient features of the tender are us under:

1. **Cost of tender document:** Exempted as per GFR 2017.
2. **Earnest Money Deposit (Refundable):** as above
3. **Performance Security:** The Performance Security would Rs 2,00,000.00 /-. Those vendors who have been identified for the purpose of Rate Contract will be required to deposit the performance security within 03 weeks after accepting the Rate Contract and it should be valid for a period of 36 months from the date of Rate Contract.
4. **Validity of offer:** Your offer may be valid for 270 days from the last date of submission of the bid and if your offered rates and items are accepted for Rate Contract the same will remain valid for the entire period of Rate Contract, i.e, The Rate Contract will be valid for period of two year from the date of issue of Rate Contract. It may be further extended for a maximum period of two year or till the finalization of new rate contract whichever is earlier, if required.
5. **The award of the Rate contract is not linked with the procurement style opted by Institute during the entire period of rate contract. Any item under the rate contract may be procured through supply order. Modality of procurement and inventory management of any item may be changed at any point of time.**

## GENERAL TERMS & CONDITIONS

1. **Bids will be accepted from reputed & genuine vendors/dealer/distributors/manufacturers / importers only.**
2. List of tendered item i.e. scope of supply is attached herewith.
3. Some of the items may be kept on utilization or consignment basis as elaborated in the tendered list.
4. The firms who intend to participate in the tender should first ensure that they fulfil all eligibility criteria as prescribed in the general terms & conditions.
5. The bidder submitting his / her tender would be deemed to have thoroughly read, considered and accepted all the terms & conditions mentioned in the tender document enquiries shall be entertained in respect of acceptance or rejection the bid.
6. **The firm may be upload the self- attested copies of USFDA or WHO-GMP/COPP Research molecule certificate (In case of Research molecule), Manufacturing certificate or provide evidence of SUPPLY OF contrast related materials. If they export/supply the tendered product to countries including in the 'very high human development' list of countries of the world for internal use in those markets if applicable. These will be included as a factor to judge quality.**
7. **Certificate of Analysis for each batch should be provided at the time of supply.**
8. **The shelf life of the items should be greater than or equal to 75% at the time of supply.**
9. **"For CNCIKOLKATA supply only / Not for Sale"** should be mentioned on the supplied items [Individual units (Strips of capsule/tablet, vials and ampoules) (Printed/Indelible Stamped)].
10. Efforts have been made to avoid duplication in the list of items tendered. However, in case of any identical/similar products/items tendered in duplicate intentionally or unintentionally, the Chittaranjan National Cancer Institute reserves the right to club the technical/Financial Bids for comparison and finalization of Rate Contract.
11. The Integrity pact shall be a part of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be rejected without assigning any reason.
12. Tender item serial no. must be same.

**PART '1' - TECHNICAL BID:** Following documents to be uploaded using their DSC by the bidder along with Technical Bid:

- i) **Signed and Seal scanned copy of complete tender document.**
- ii) Seal, Signed & scanned copy of proof for payment of Earnest Money Deposit (EMD) & duly attested copy of PAN, duly attested copy of GST registration certificate.
- iii) Seal, Signed & scanned copy of Tender Acceptance letter
- iv) Seal, Signed & scanned copy of List of items for which the rates are offered, as per the enclosed format
- v) **Seal, Signed & scanned copy of the Income tax returns (ITR) for last three Financial Year**
- vi) Seal, Signed & scanned copy of Copies of authenticated balance sheet for the past three years
- vii) Seal, Signed & scanned copy of Non-conviction/ No pending conviction certificate attested/ issued by Notary for preceding three years
- viii) Seal, Signed & scanned copy of Self-Declaration on Rs 100/- Non-judicial stamp paper (Notarized) about lowest rate & passing on the Downward rate revision
- ix) Seal, Signed & scanned copy of List of Institute/Hospital where the company Supplying the tendered item during last 12 months.

- x) Seal, Signed & scanned copy of a Notarized affidavit on Rs. 100/- Non Judicial stamp paper certifying that the firm has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier
- xi) If Bidder is Distributor: Seal, Signed & scanned copy of Valid PO COPY if any
- xii) If Bidder is manufacturer: Valid WHO-GMP/COPP License copy is to be attached.
- xiii) If bidder is distributors of Imported item: Seal Signed & scanned copy of Valid PO COPY if any
- xiv) Seal, Signed & scanned copy of Valid Drug License/Importer License (If applicable on any item given in technical bid)
- xv) Seal Signed & scanned copy of **WHO-GMP/GMP/USFDA whichever if applicable.**
- xvi) Seal Signed & scanned copy of Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.
- xvii) Seal Signed & scanned copy of any other information important in the opinion of the tenderer.  
Signed and Scanned Copy of Notorised affidavit on Rs. 100/- of Integrity Pact

**PART '2' - FINANCIAL BID:**

The below mentioned Financial Proposal/Commercial bid format is provided as BOQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CNCIKOLKATA.

**Guidelines for the Financial Bid:**

- i) Rates should be quoted for one unit only i.e one tab, one amp/vial, one bottle etc. MRP mentioned should be for the minimum saleable pack i.e. one strip, one vial, one bottle etc.
- ii) **Rates quoted should be inclusive of taxes.**
- iii) The prices quoted by the bidder should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.
- iv) The quoted rates should be F.O.R destination (CNCI, KOLKATA)
- v) Quoted item serial no. should be the same as the serial no. detailed in the item list of the tender document.
- vi) Specifications of the quoted item should be the same as per the details given in the tender.
- vii) Any plea for clerical / typographical error etc. Would not be accepted. No Correspondence will be entertained after opening of Financial Bid. IX. Conditional bid would not be entertained.
- viii) **A rational balance of quality, quantity and cost of the product offered / quoted by the firms, which meet the eligibility criteria, shall be the sole basis of awarding the contract.**
- ix) The store offered should have 75% of remaining shelf life in case of products manufactured in India and 60% remaining shelf life in case of imported products. Loss or premature deterioration due to biological and or due to other factors, during the life span of the store shall have to be made good by the contractor free of cost.
- x) The stores offered by the contractor should strictly conform to the provisions of Drugs & Cosmetics Act 1940 and rules made there under as amended from time to time.
- xi) Bidder should uphold good business practices.

**Disqualification of the bid:**

- i) Any deviation from the documents listed in the Tender Checklist of the Tender Documents would lead to disqualification of the bid.
- ii) Any action on the part of bidder to influence any official will amount to rejection of his bid.



### **Definitions & Interpretations of Different terms & Terminology**

**In this tender, the words & expression used shall have the meaning / definition / expression as under:**

- a) Institute means Chittaranjan National Cancer Institute, KOLKATA.
- b) Contracting Authority means the designated officers on behalf of the Director
- c) Bidder means any direct reputed & genuine manufacturer / Importer in India
- d) "Acceptance of Tender" means the letter communicating for opening of Financial Bid.
- e) "Rate Contract" includes the notice inviting tender, general terms & conditions, definition & interpretations, instructions to bidders, tender acceptance and submission of declaration forms.
- f) "Contractor" means the person, firm or company with whom the contract is made (g) "Inspection" means inspection carried out by the person specified in the contract
- g) "Purchaser" means the authority accepting the tender.
- h) "Supply Order" means an order for the supply of goods
- i) Utilization means vendor managed Inventory where the vendor keeps the track of their items required & consumed.
- j) Consignment basis means when the vendor keeps the approved goods at his cost & risk.
- k) "Test" means such tests as are considered necessary
- l) "Unit" means the unit of purchase as specified in the schedule of goods
- m) GST" means tax payable under the GST Act 2017 on sale or purchase of goods as the case may be or any tax in place of GST during the currency of contract. n) Tax Invoice: Where the GST has been paid on the purchase of goods by the Institute's Chittaranjan National Cancer Institute and such goods have been sold / used in the Institute, the amount of tax paid to the vendor on the purchase of such goods shall subject to input credit of tax paid on the purchase or sale of goods under the rules. The vendor / billing agency shall provide the tax invoice for availing the tax input credit. o) Manufacturer means that makes the first sale of such goods after manufacturing.
- p) Importer means the firm who makes the first sale of such goods after imports q) Purchase price means amount of valuable consideration paid or payable for purchase of goods.
- r) "Billing agency" refers to the Rate Contract holder (manufacturer) itself or to any Agency/clearing agent appointed by the Rate Contract holder (manufacturer). Name & Address of Billing Agency will be informed by the tenderer after award of Rate Contract (if required).

### **Procurement on Supply order basis**

Name & Address of Billing Agency will be informed by the tenderer after award of Rate Contract (if required) with the following details of the billing agency:

- a. PAN Card
- b. GST Return for preceding three years.
- c. Non Conviction Certification /no pending conviction certificate attested/issued by notary for preceding three years

- d. A Notarized affidavit that the billing agency does not have any relation with the person to evaluate Technical Bid/Financial Bid or involved in finalizing the tender or will decide the use of tendered items on stamp paper of Rs. 100.00

Supply of material covered under this rate contract will be made on the basis of written supply order with terms and conditions enumerated therein.

You will agree that any loss of material is going to be a national loss. Please do inform about such items asked for supply but may not be required by the users. In case of any difficulty in getting the feedback from Hospital Stores, you may contact F/I procurement (Hospital Stores)/ Director.

#### **1. Period of validity:**

The Rate Contract will be valid for period of two year from the date of issue of Rate Contract. It may be further extended for a maximum period of two year on mutual consent or till the finalization of new rate contract whichever earlier, if required.

#### **Authority to the purchase:**

Any officer designated by the Institute shall be entitled to exercise all the rights and powers given in the contract

#### **Responsibility of the Bidder for executing the contract:**

The bidder shall perform the contract in all respect in accordance with the terms and conditions mentioned therein. The bidder shall remain responsible until the actual delivery of the goods is made to the consignee at the stipulated place.

#### **4. Rate:** The rate quoted by bidder shall remain firm and fixed until the completion of contract.

- i) All rates quoted should be for ONE UNIT.
- ii) Rate quoted should be inclusive of taxes.
- iii) All rates quoted should be F.O.R. destination i.e. Pharmacy Store CNCI, KOLKATA.
- iv) The Institute will not own responsibilities for issuance of road permit and clearance of consignment from any road, rail, air, postal terminals etc.
- v) No escalation in rates (except Govt levy / tax) would be permissible.

#### **5. Earnest Money Deposit (EMD) & Performance Security:**

- i) The EMD of the RC holders would be released after signing of Rate Contract and deposition of performance security.
- ii) If the bidder fails or neglects to observe or perform any of his/her obligations under the contract, it shall be lawful for the purchaser to forfeit the performance security furnished by the bidder.
- iii) Performance Security: The Performance Security would be **Rs. 2, 00,000.00**. Performance Security will be in shape of Bank Guarantee in favour of "**DIRECTOR CNCI KOLKATA**". It should be valid for 36 months from the date of issuance of Rate Contract and Performance Security should be submitted within 03 weeks after acceptance of Rate Contract.

**6. Change in Constitution of firm:** Any change in the pattern of ownership of the contracting party will not nullify the provisions of the contract. The contract will devolve on the successor owners.

**7. Fall Clause:** If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/She shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in

cost will be recovered and Director CNCI KOLKATA shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of Chittaranjan National Cancer Institute authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

#### **8. Inspection and sampling at the consignee's end:**

- i) After the receipt of the consignment, the demanding officer may draw a sample out of each consignment and send it for testing at one of the approved testing laboratories/user departments. If the sample/samples is/are found not of standard quality, the consignment shall be rejected. If the product is found to be not of standard quality for any of the above- mentioned reasons, the total cost of laboratory test will be recovered from the supplier. Where there are visible and obvious defect in the consignment, it shall be rejected.
- ii) All rejected stores shall in any event remain and will always be at the risk of the contractor immediately on such rejection.
- iii) Purchaser reserves the right to depute persons as may be designated by him to visit the premises of the manufacturers for ensuring that GMP(s) are observed by the manufacturers. It is also open to the purchaser to send persons as may be designated by him to inspect stores and draw samples from there before dispatch of consignment.
- iv) In case of rejection of stores, the supplier will have to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of the fact that part of the supplied stores may have been consumed.

#### **9. Penalty Clause:**

- i) **Non-execution of supply order** -For non-supply of item 10% GD of Billing Amount will be charged as penalty. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Chittaranjan National Cancer Institute timely.
- ii) **Late delivery clause - Penalty:** If the suppliers fails to deliver and place any or all the Equipment/item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.

**10. Items nearing expiry / Expired:** The items supplied nearing expiry and / or if not consumed, will be intimated at least three months in advance and will have to be replaced by the bidder at his / her cost. Slow moving items may be asked for replacement with other approved items at the discretion of Hospital Stores.

**11. Disputes and Arbitration:** All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion failing which the matter will be referred to the Director (CNCI, KOLKATA) for arbitration whose decision shall be the final binding on the contracting parties.

#### **12. Laws governing the contract:**

- i) This contract shall be governed by the laws of Chhattisgarh, India
- ii) The Courts of KOLKATA shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iii) Terms and expressions not herein defined shall have the meaning assigned to them, if any, in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as amended from time to time.
- iv) In view of the notification issued by the Ministry of Health & Family Welfare, Government of India, Gazette Notification no. SO 1468 (E) dated 6.10.2005 and GSR 627 (E) dated 7.10.2005, it would be sole responsibility of the Rate contract holder to comply with the applicable rules and regulations from time to time.
- v) Chittaranjan National Cancer Institute will entertain only direct correspondence from RC holder.

### 13. Information required on challan & bills:

(a) **Challan:** Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at CNCIKOLKATA main gate. The endorsement must clearly mention time and date of entry of the material. The Challan must always bear the following information:

- i) Name of the item as, it is mentioned in Rate contract/ supply order.
- ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any)
- iii) (iii) Size of the item
- iv) Supply order no. and Date
- v) Date of manufacturing
- vi) Date of expiry
- vii) Batch number
- viii) Quantity of each item (in unit) ix) Maximum Retail Price (MRP)

(b) **Pre-receipted Bill (Tax Invoice),** must always bear the following information:

- i) Name of the item as, it is mentioned in Rate contract/ supply order.
- ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name if any)
- iii) Size of the item
- iv) Supply order no. and Date
- v) Date of manufacturing
- vi) Date of expiry
- vii) Batch number
- viii) Quantity of each item (in unit)
- ix) Value of each item
- x) Total value of the bill
- xi) The amount of GST paid by the supplier.
- xii) Maximum Retail Price (MRP)

### 14. PAYMENT:-

- a) 100% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan.
- b) Payment will be made after submission of bill, with early Payment option facility to be enumerated in the supply order. Payment options are applicable against 100% supplies.
- c) Bills not received in accordance with the instructions as required on challan / bill (Mentioned above) will not be entertained / processed for payment by the Institute.
- d) The part supplies are accepted for the sake of convenience of Chittaranjan National Cancer Institute only.
- e) The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.
- f) Bill in triplicate and pre-receipted invoice must be submitted along with copy of challan at the time of supply of the material at Hospital Stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.
- g) **Any variation** in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery/Administrative action as deemed proper.
- h) Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.

**15. Termination of Contract:** In case any party (Institute or the company) wants to withdraw from the rate contract, it can do so after giving 03 (three) months' notice in writing to the Hospital Stores.

**16.** The Director reserves the right to accept or reject any offer partially or fully without assigning any reason

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

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

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

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

## **CHECK LIST FOR TERMS AND CONDITIONS A.**

### **Checklist of documents to be submitted online:**

Sl. No.	Terms & Conditions as per Bidding Document	Uploaded (Yes/No)
I.	Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.	
II.	Signed and Scanned copy of Tender Acceptance letter	
III.	List of items for which the rates are offered, as per Proforma	
IV.	Copy of the Income tax returns (ITR) for last three Financial Year	
V.	Copies of authenticated balance sheet for the past three years	
VI.	Non-conviction / No pending conviction certificate attested/ issued by Notary for preceding three years	
VII.	Self-Declaration on Rs 100/- Non-judicial stamp paper (Notarized) about lowest rate & passing on the Downward rate revision	
VIII.	List of Institute/Hospital where the company supplying the tendered item during last 12 months.	
IX.	An Notarised affidavit on Rs. 100/- Non Judicial stamp paper certifying that the firm has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier	
X.	If Bidder is Distributor: Signed & scanned copy of Valid Manufacturer Authorization Certificate with reference to tender number (if applicable) OR PO COPY if any	
XI.	If Bidder is manufacturer: Valid COPP/WHO GMP License copy is to be attached.	
XII	If bidder is distributor of Imported items: Signed & scanned copy of Valid Importer Authorization Certificate with reference to tender number (if applicable) OR PO COPY if any	
XIII	Signed & scanned copy of Valid Drug License/Importer License (If applicable on any item given in technical bid)	
XIV	Signed & scanned copy of WHO -GMP/GMP/USFDA Certification (If applicable for any item)	
XV	Signed & scanned copy of Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.	
XVI	Signed & scanned copy of any other information important in the opinion of the tenderer.	
XVII	Signed and Scanned Copy of Notorised affidavit on Rs. 100/- of Integrity Pact	
XVIII	Seal Signed and scanned complete tender document.	

### **B. Checklist of documents to be submitted online: Price Bid /Financial Bid:**

BOQ.xls

Note: In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

**Acceptance of Term and conditions of Rate Contract**

**TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

**Date: \_\_\_\_\_**

To,  
The Director,  
CNCI  
KOLKATA

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: - \_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely:

\_\_\_\_\_ as  
per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Procurement Form Detail of the required items quoted in the technical Bid**

Sl.	Name of Item as in the Tender List	Pack Size	HSN CODE	Name of Agency for Quality Certification. e.g. US-FDA, CEE/COPP, WHO GMP etc	Brand Name
1	2	3	4	5	6
1	Iohexol (containing I <sub>2</sub> 300mg/ml ) 50 ml glass bottle				
2	Inj. Iopamidol (containing I <sub>2</sub> 300mg/ml ) 50 ml glass bottle				
3	Diatrizoate meglumine and diatrizoate sodium solution 76 % (mention iodine content) 20 ml glass vial				
4	mannitol iv 20% w/v 100 ml glass bottle				
5	Inj enoxaparin 40				
6	T P N PERIPHERAL 900-1200 KCAL/BAG				

Note: Bidders are directed to mention required details in above tenders for only those items for which they are participating.

**List of Tendered Items:**

Medicinal items including contrast media for CNITTARANJAN NATIONAL CANCER INSTITUTE (CNCI).

Sl No.	Drug Name	Strength	Unit	Tendered Quantity	Min. Shelf Life Reqd. (In Months )
1	Iohexol (containing I <sub>2</sub> 300mg/ml ) 50 ml glass bottle	50 ml	4000		
2	Inj. Iopamidol (containing I <sub>2</sub> 300mg/ml ) 50 ml glass bottle	50 ml	4500		
3	Diatrizoate meglumine and diatrizoate sodium solution 76 % (mention iodine content) 20 ml glass vial	20 ml	1500		
4	mannitol iv 20% w/v 100 ml glass bottle	100 ml	7500		
5	Inj enoxaparin 40	40 MG	1000		
6	T P N PERIPHERAL 900-1200 KCAL/BAG	900-1200 KCAL/BAG	300		

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



## **Procurement Form Financial Bid**

The Financial Proposal/Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is, and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded Financial Bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD will be forfeited the tenderer is liable to be banned from doing business with CNCIKOLKATA in future.

### **Self-Declaration for lowest rate (Notarized) (on Rs**

### **100.00 Non-judicial Stamp paper)**

I, (Name of the Signatory), (Designation of the Signatory) with M/s (Name of the Company), do hereby certify that we (the company) or its subsidiaries/designated representatives have not supplied the product at a cost lower than that quoted in the Tender No.

\_\_\_\_\_ to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute.

We also undertake that any downward revision in MRP/Sale price/offer to sale to any Government Organization (Central/State Government Hospital/Institute, anywhere in India) of the product during the entire period of Rate Contract, including any extended periods, will be duly informed to CNCIKOLKATA within a month (30 days) of such price revision, and the same will be passed on to the Institute.

Authorised Signatory

Designation

Seal

Date:

Place:

## CONTRACT FORM

### ON Non - Judicial Stamp Paper of Rs. 100

#### **Sub: Rate contract for Supply of Drugs & Medicine**

In reference to tender bid for above-mentioned items, your products as per enclosed **Annexure** are being covered under Annual Rate Contract. The terms and conditions to govern the Annual Rate Contract are as follows:

The award of rate contract is not linked to the procurement style opted by Institute during the entire period of rate contract. Any item under rate contract may be procured through supply order. Mode of procurement and inventory management of any item may be changed at any point of time.

**1.(a) PROCUREMENT ON SUPPLY ORDER BASIS:** - Supply of material is covered under this rate contract may increase or decrease. It will be made available on the basis of written supply order with terms and conditions as enumerated therein. It will be the responsibility of supplier to have an access with TCHITTARANJAN NATIONAL CANCER INSTITUTE to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving/ non-moving inventories, for which following mechanism will be observed: -

- a. Besides having liaisoning with user department, you will be allowed to have access to computerized system concerned.
- b. Stock in hand position provided on demand.
- c. Access to Chittaranjan National Cancer Institute is allowed to know the status of expiry / slow moving / non- moving products.
- d. The company will own the responsibility of overstocking & expiry.
- e. The company will take all preventive measures and will keep informed Procurement officer in writing about any specific item / quantity mentioned in supply order that may lead to overstocking or expiry.
- f. In case of any difficulty in getting the feedback from Hospital Stores, you may contact Procurement officer/ Director.
- g. The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.

You will appreciate that any loss of material is going to be a national loss. Please keep informed about such items asked for supply but in fact not required by the users. In case of any difficulty in getting the feedback from Hospital Stores, you may contact Faculty in charge Chittaranjan National Cancer Institute/ Chairman / Director.

**(b) PROCUREMENT ON CONSIGNMENT/UTILIZATION BASIS:** All approved items on Consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks will be 48 to 72 hours. It will be communicated by telephone, fax or e-mail to you or your distributor.

2. **PERIOD OF VALIDITY:** - The Rate Contract will be valid for period of two year from the date of issue date of Rate Contract. It may be further extended for a maximum period of two year on mutual consent or till the finalization of new rate contract whichever earlier, if required.

3. **PERFORMANCE SECURITY:** - The Performance Security would be Rs 2, 00,000.00 (Rupees Three Lakh Only). Performance security will be in shape of bank Guarantee drawn in favour of "DIRECTOR CNCIKOLKATA" (as stipulated in tender notice) payable at KOLKATA from any nationalized bank / scheduled bank. The performance Security will have the minimum validity of 36

months from issuance of Rate Contract and it should be submitted within 03 weeks after acceptance of the awarded Rate Contract.

4. **TAXES AND DUTIES:-** Rates are inclusive of all taxes including as applicable. Any price variation due to Govt. levies will be settled accordingly. In case the excise duty is being claimed excise gate pass should accompany the supplies or annotation to the effect that excise duty has been deposited. Other charges like banks charges, postage, freight, etc. will be borne by your company.

5. **PRICES:-** Rates are F.O.R. Destination basis i.e. Pharmacy Stores, Chittaranjan National Cancer Institute, KOLKATA. No escalation in rates except Govt. Levy/ tax would be permissible. If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/she shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Director CNCIKOLKATA shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of Chittaranjan National Cancer Institute authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

6. **ROAD PERMIT:** - No road permit i.e. Form 31/32, Form C or D would be provided by the Institute. It would be the sole responsibility of the supplier to affect the door deliveries at his / her own. Chittaranjan National Cancer Institute will neither own any responsibility for clearance of goods from any road, rail, postal, air terminals nor any machinery of CNCIKOLKATA would be allowed for this purpose.

7. **DELIVERY:** - Supplied material should have ordinarily minimum shelf life of 75% at the time of supply. Batch number and expiry date must be mentioned on face of the bill. Stores supplied through courier, post etc may be received under the sole responsibility of supplier regarding quantity, specification and breakage.

8. **DEFECTIVE INVENTORY:** - Central Stores / User department / Chittaranjan National Cancer Institute of the Institute will be the sole authority to declare inventory as defective either at the time of receiving the goods or after the use of goods. Cost of such defective inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

## **9. PENALTY CLAUSE**

- a) **Non-execution of supply order** - For non-supply of item 10% GD of Billing Amount will be charged as penalty. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Chittaranjan National Cancer Institute timely.
- b) **Late delivery clause - Penalty:** If the suppliers fails to deliver and place any or all the Equipment/item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.

## **10. INFORMATION REQUIRED ON CHALLAN / BILL:-**

(a) **Challan:** Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at CNCIKOLKATA main gate. The endorsement must clearly mention time and date of entry of the material. The Challan must always bear the following information:

- i) Name of the item as, it is mentioned in Rate contract/ supply order.
- ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- iii) Size of the item
- iv) Supply order no. and Date
- v) Date of manufacturing
- vi) Date of expiry
- vii) Batch number
- viii) Quantity of each item (in unit) (ix) Maximum Retail Price (MRP)

**(b) Pre-receipted Bill (Tax Invoice),** must always bear the following information:

- i) Name of the item as, it is mentioned in Rate contract/ supply order.
- ii) Name of the item as, it is mentioned in the product literature of the company i.e. BrandName, if any)
- iii) Size of item
- iv) Supply order no. and Date
- v) Date of manufacturing
- vi) Date of expiry
- vii) Batch number
- viii) Quantity of each item (in unit)
- ix) Value of each item
- x) Total value of the bill
- xi) The amount of GST paid by the supplier.
- xii) Maximum Retail Price (MRP)

11. **Replacement of near expiry / slow moving / non-moving items:** - It will be responsibility of supplier to get status of slow / non-moving inventory for replacement purposes from Chittaranjan National Cancer Institute stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving / non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

12. **Release of EMD**

- i) The EMD of Rate Contract Holder would be released after submission of Performance Security.
- ii) The bidders who has/have not awarded Rate Contract can take their EMD Immediately after finalization of Rate Contract after due correspondence.

13. **PAYMENT:-**

- (a) 100% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan.
- (b) Payment will be made after submission of bill, with early payment option facility to be enumerated in the supply order. Early payment options are applicable against 100% supplies.
- (c) On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.
- (d) Bills not received in accordance with the instructions as required on challan / bill (Mentioned above) will not be entertained / processed for payment by the Institute.
- (e) The part supplies are accepted for the sake of convenience of Chittaranjan National Cancer Institute only.

(f) The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.

(g) Bill in quadruplicate and pre-receipted payment must be submitted along with copy of challan at the time of supply of the material at central stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.

(h) Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.

14. **Any variation** in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.

15. In addition the other terms and conditions as detailed in tender documents would be applicable.

16. In view of the notification issued by the Ministry of Health & Family welfare, Government of

India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 627 (E) dated

17. It would be sole responsibility of the Rate Contract holder to comply with the applicable rules and regulations from time to time.

18. Any communication as regards to the Rate Contract will be done with the Rate Contract holders only.

19. It would be responsibility of the Rate Contract holder to submit the undertaking during currency of contract by 1st week of every month to the effect that their prices have not come down during the preceding / prevailing month.

20. Name & Address of Billing Agency will be informed by the tenderer after award of Rate Contract (if required) with the following details of the billing agency:

- PAN Card
- Sale tax Registration with VAT / GST Return for preceeding three years.
- Non Conviction Certification /no pending conviction certificate attested/issued by notary for preceeding three years
- A Notorised affidavit that the billing agency does not have any relation with the person to evaluate Technical Bid/Financial Bid or involved in finalizing the tender or will decide the use of tendered items on stamp paper of Rs. 100.00

22. RC holder shall be responsible for all acts of commission and omission carried out by the beneficiary/Billing agency.

23. All Terms & Conditions as mentioned in Tender document will also be the part of this Rate Contract.

Please send us your acceptance duly signed and stamped on duplicate copy of this rate contract as token of your acceptance before execution of the first supply order and also submit the performance security.

Yours faithfully,

CNCI, KOLKATA

**To,**

**The DIRECTOR**

**CNCI-KOLKATA**

**Reference: Tender No. CNCI/**

**dated**

Sir,

I have gone through the conditions laid down in the tender documents.

I hereby offer to supply the items mentioned in Financial Bid at the rates quoted therein. I hereby declare to supply the material duly paid with GST, or applicable taxes at any point of time if applicable.

I agree to hold this offer open for the period of two years from the date of issuance of Rate Contract, if awarded.

(Authorised Signatory)

Name

Seal

**AFFIDAVIT (Notarized) (To be filled by RC Holder) (on Rs 100.00 Non-judicial Stamp paper)**

**Reference: Tender No. CNCI/**

**dated <<startDate>>**

I, (Name of the Signatory): \_\_\_\_\_

S/o (Father's Name): \_\_\_\_\_

Designation of the Signatory) with (Name of the Company):

Address of the Head office of the Company:

Do solemnly affirm and declare as under:-

The RC holder or its representative will not have:

- (i) Any conflict of interest in satisfactory execution of that RC
- (ii) Will not indulge in any corrupt practice
- (iii) Will not indulge in any fraudulent practice

**Verification:**

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and no part of it is false and nothing has been concealed therein.

Verified at (Place), on this (Date) day of (Month) 2021

**Deponent**

## **Integrity Pact**

Between

Chittaranjan National Cancer Institute, hereinafter, referred to as "CNCIKOLKATA",

and

.....Here in after referred to as "The Bidder(s)/Contractor(s)"

### **Preamble**

The CNCIKOLKATA intends to award, under laid down organisational procedures, contract/s for The CNCIKOLKATA values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparencies in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve this goal, CNCIKOLKATA will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section - 1 Commitments of CNCIKOLKATA**

1) CNCIKOLKATA commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of CNCIKOLKATA, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) CNCIKOLKATA will, during the tender process treat to all Bidder(s) with equity and reason. The CNCIKOLKATA will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The CNCIKOLKATA will exclude from the process all known prejudiced persons.

2) If CNCIKOLKATA obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, CNCIKOLKATA will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section - 2 Commitments of the Bidder(s)/Contractor(s)**

1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits himself to observe the following principles during his participation in the tender process and during the contract execution. a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of CNCIKOLKATA's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not

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legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.



c) The Bidder(s)/Contractor(s) will not commit any criminal offence under the relevant Anti- Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by CNCIKOLKATA as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name & address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section - 3 Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, CNCIKOLKATA is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per rule & regulations.

### **Section - 4 Compensation for Damages**

If CNCIKOLKATA has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 above, The CNCIKOLKATA is entitled to demand and recover the damage equivalent to Earnest Money Deposit /Bid security.

2. If CNCIKOLKATA has terminated the contract according to Section 3, or if CNCIKOLKATA is entitled to terminate the contract according to Section 3, CNCIKOLKATA shall be entitled to demand and recover from the Bidder(s) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

### **Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, if already awarded, can be terminated.

### **Section - 6 Equal treatment of all Bidder (s)/Contractor (s)**

In case of Sub-contracting, the CNCIKOLKATA Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

1. The CNCIKOLKATA will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The CNCIKOLKATA will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section - 7 Criminal Charges against violating Bidder (s)/Contractor (s)/ Subcontractors (s)**

If the CNCIKOLKATA obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the CNCIKOLKATA has substantive suspicion in this regard, the CNCIKOLKATA will inform the same to the Chief Vigilance Officer.

### **Section - 8 Independent External Monitor**

The CNCIKOLKATA appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

1. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/ she reports to the Director CNCIKOLKATA.
2. The Bidder (s) Contractor (s) accepts that the Monitor has the right to access, without restriction to all Project documentation of the CNCIKOLKATA including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
3. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, CNCIKOLKATA and recuse himself/herself from that case.
4. The CNCIKOLKATA will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director CNCIKOLKATA and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Director CNCIKOLKATA, within 8 to 10 weeks from the date of reference or intimation to him by the CNCIKOLKATA and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Director CNCIKOLKATA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director CNCIKOLKATA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word Monitor, would include both singular and plural.

**Section - 9 Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders' 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director of CNCIKOLKATA.

**Section - 10 Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the CNCIKOLKATA.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradictions between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the CNCIKOLKATA

For & on behalf of Bidder/Contractor

Office Seal

Office Seal

Place: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Date :

Witness 2:

Form -1 (Part I)

Form for pre-qualification for supply of items / rendering services to the Hospital Stores, CNCIKOLKATA,

**General:**

1. (a) Name of the Bidder : (b) Status of the bidder  
: Proprietorship/Partnership/Company
2. Full Postal Address :
3. Telephone No. :

4. Mobile No.
5. Fax No.
6. E-mail Address :
7. State whether bidder is small scale, medium scale, organized sector (Indian or multinational firm /company)
8. Name of the persons who are responsible for conduct of business as explained under Section 34 of the Drugs & Cosmetics Act, 1940.

Sl. No.	Name	Father's/Husband's Name	Age	Residential Address
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9. Particulars of licenses held under the Drugs & Cosmetics rules including date of grant of license, if applicable
  10. a. Names of procurement agencies with whom the tender is registered
  - b. List of the Institute / Hospital where : the company is supplying the tendered item during last 12 months.
  - c. Has the tenderer ever been black listed/debarred by any procurement agency? If yes, give details:
11. (a) Is there any case pending in the: court under the Drugs & Cosmetics Act? If yes, give details (attach separate sheets) like name of item, nature of complaints (b) Has the tenderer ever been: convicted under the Drugs & Cosmetics Act? If yes, give details. If not, enclose a copy of Nonconviction certificate from State Drugs Controller where manufacturing unit is located.

Form - 1 (Part -II)

1. Does the bidder have adequate :

(a) **Space for**  
Storage of raw materials, packing :  
materials, Intermediaries and finished products.  
Manufacturing operations  
Quality control operations

Other facilities like water treatment, heating  
(Emergency electricity generation),  
waste disposal etc.

(b) **Equipment for**  
Material handling  
Manufacturing of item permitted on the  
Quality control of item permitted on the licenses  
held (or alternatively the bidder have  
arrangements with approved Testing

laboratory/(ies) for very ophisticated or highly expensive Equipment):

Other facilities like water supply, heating, air cleaning and air conditioning (wherever required) emergency electricity generation, waste disposal etc.

(c) **Specialized testing facilities**

(d) **Do you have your own testing : laboratories and in house quality assurance**

2. Number of technical staff with the bidder

(a) For supervision of manufacture of items

(b) For quality control of raw materials, Intermediates & finished products

3. Particulars of Heads of Production and Quality

control

Name Qualification                      Whether approved by regulatory agency

For manufacturing

For quality control

4. Has the bidder carried out stability : studies for the items for which rates have been quoted

5. Does the bidder possess valid quality: certificate for the items quoted in the tender? **Please specify the name of agency certifying the quality in column no. 7 of Annexure 'A'.**

6. Installed capacity for manufacturing of : different items per annum and actual production during the last 12 months.

(a) Any significant variations between: capacity and production should be explained.

(b) The basis on which calculations : have been made for installed capacity should be stated and due

Allowance should be given to time loss during changeover of product and maintenance of machinery and equipment. Attach a separate sheet to furnish information

7. (a) Whether any item manufactured by : the bidder has/have been recalled during last three years? If yes, give details:

(b) Whether any item imported by the: bidder has/have been recalled by FDA or similar agencies of Europe and Australia during last three years? If yes, give details:

(c) What are the results of investigation: on the recalled items?

(d) What action has been taken to : prevent recurrence of recall of items on that particular account? (Attach separate sheet, if space is not sufficient).

8. Do you agree to samples being sent to : laboratories approved by Drug controller, NABL, Central Govt., State Govt. for quality checking

Form - 1 (Part - III)

**Financial Aspects:**

1. Financial Status (annual turn-over) of the bidder. Please furnish attested copies of audited balance sheet/certificate issued by the Banker/Chartered Account for Assessment Year 2017-18 & 2018-19 to know financial status of tenderer.

2. (a) Annual turnover : (b)

Facilities available from bank :

(i) Over draft facilities :

(ii) Over draft facilities against :  
Hypothecation

(iii) Others :

3. Names & Address of the Banker

Name and address of chartered : accountant

4. Furnish the following information with Documents
- (a) Income Tax PAN :
  - (b) Central Sales Tax Reg No. :
  - (c) GST Reg No. :
  - (d) Service Tax Registration No. :

5. Name and address of the Billing agency

(Rs. In Lacs)

**CHITTARANJAN NATIONAL CANCER INSTITUTE Form - 1**

**DECLARATION**

I, -----  
-----Prop/ Partner/ Director of M/s.....

Hereby declare that the information given in this Form - 1 (Part-I to III) is true and correct to the best of my knowledge and belief.

Signature and Name of the signatory

SEAL OF THE BIDDER

Designation

Date

Place

**MANDATE FORM**

**(Account/s Information form)**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS**

**A. DETAILS OF ACCOUNT HOLDER:**

NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
EMAIL	

**B. BANK DETAILS**

<b>ACCOUNT NAME</b> (Name appearing in your Cheque Book)	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NO	
BRANCH CODE	
<b>COMPLETE BANK ACCOUNT NUMBER</b> <b>(Please note that the Bank Account must be in the name of the Firm as appeared in the bill. In case of other Beneficiaries (Non-vendor) the Account name must be in the name of Applicant.</b>	
IFSC CODE	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

(.....)

**Signature of Customer**

**(Bank's Stamp)**

(.....)

**Signature of Customer**

**Certified that the particulars furnished above are correct as per our records. Please attach a Canceled Cheque along with the account information form.**



**DETAILS OF MANUFACTURING UNIT**

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

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

**DECLARATION BY BIDDER .**

I/We, Sole Proprietor / Managing Director /Managing Partner of M/s.  
.....having its registered Office / Place of Business at  
..... Do hereby declare that I/We have carefully read all the  
conditions of tender No.....for the procurement of  
Drugs/supplies for the period of 2019-20 floated by the CNCI/ Kolkata and I /We declare that  
I/We will furnish the Certificate of Analysis of each batch of item tested in an NABL accredited  
lab/ Central Drug Testing Laboratory approved for the purpose along with the consignment .

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

Signature :

Seal :

Name & Address of the Bidder :

**PERFORMANCE BANK GUARANTEE**

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

Dear Sir,

Bank Guarantee No : .....  
Amount of Guarantee : .....  
Guarantee cover from : .....  
Last date for lodgment of claim:.....

This deed Guarantee executed by the

.....  
.....  
.....  
.....

( Herein after referred to as the " Bank " ) in favour of the Director , Chittaranjan National Cancer Institute, Kolkata -700026 (hereinafter referred to as " the Beneficiary " ) for an amount not exceeding .....at the request of M/s.

( herein after referred to as " the Contractor" ) .

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of

Rs.....and the guarantee shall remain in full force upto .....and cannot be invoked otherwise than by a by a written demand or claim under this Guarantee served on the Bank on or before.....

Whereas the beneficiary has placed an order with the contractor in terms of the Order No.....for the supply of..... As per order and whereas one of the conditions of the agreement made was that the Corporation should make 100% payment of the contract including , Taxes, Duties ,Freight and Insurance against delivery of the items on submission of Performance Bank Guarantee equivalent to 5% contract value valid for 15 months from the date of execution of agreement or 3 months from the date of satisfactory completion of supply whichever is later.

In consideration of the beneficiary having agreed to pay to the contractor the payment as aforesaid in accordance with the items of the agreement , we , the

.....hereby undertake that it will in the event of the Contractor , failing to deliver the materials in accordance with the conditions of the agreement , pay to the beneficiary on demand any sum or sums which may from time to time be demanded by the beneficiary after the date there of up to a maximum of Rs. ....being the amount of % of the contract value which at the date of the demand by the beneficiary has been paid aforesaid and which has not under the terms of this or any undertaking been reimbursed .

This undertaking is not revocable by Notice but will continue with full force until (a) payment has been made to the beneficiary by the Bank of aggregate amount payable hereunder or (b) delivery of all items of the contractor's acceptance of Order

No:..... To the beneficiary in accordance with the conditions of the agreement whichever shall first occur

Notwithstanding anything contained herein :

- i). Our Liability under this Bank Guarantee shall not exceed Rs.....
- ii). The Bank Guarantee shall be valid upto .....
- iii). We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Dated on this ..... day of .....

Witnesses :

- 1.
- 2.

**FORMAT OF FOR SECURITY DEPOSIT .**

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

WHEREAS -----(Name and Address of the Supplier ) (Herein after called “the supplier”)has undertaken , in pursuance of contract No.....dated .....( therein after called “the contract”) to supply Chittaranjan National Cancer Institute (CNCI) address with .....(description of drugs as supplies ) .

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract .

AND WHEREAS we have agreed to give the supplier such a Bank Guarantee :

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier , up to a total amount of ..... (Amount of the guarantee in words and figures),and we undertake to pay you, upto your first written demand declaring the supplier to be in default under the contract and without cavil or argument ,any sum or sums within the limits of (amount of guarantee) as aforesaid , without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under these presents being absolute and unequivocal .

We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification .

No action, event,or condition that by any applicable law should operate to discharge us from liability ,hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s) .

We.....( indicate the name of bank ) lastly undertake not to revoke this guarantee its currency except with the previous consent, in writing, of the Director , CNCI.

This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date ) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not .

(Signature with date of the officer of the Bank)

.....

Name and designation of the Officer .

.....

Seal, Name & Address of the Bank and address of the Branch .

## **STANDARD TERMS&CONDITIONS OF CNCI :**

Tender No : **CNCI/eNIT- 41/2020-2021(2<sup>ND</sup> CALL)**

**Terms Of Price:** F.O.R. (Delivery free)– CNCI , STORES, 37,S.P. Mukherjee Road, Kolkata -700026 , at your cost. The price is firm and fixed till the execution of order. However, **price should be INR** is inclusive of all Taxes ,packing and forwarding, insurance , demurrage and other clearing and Freight charges.

2. a) **Excise duty:** Excise duty if applicable against this order. E.D Exemption/Concession certificate to be issued by competent authority shall be provided by CNCI . While dispatching each item should be identified with CNCI code number and Firms part number. Packing list should indicate all deliverable items. Each item should be identified with Metallic or Plastic tag indicating both CNCI code number and Firms part number.

3. **Consignee/Delivery Point:** All items along with supporting documents(Tax invoice, Test Certificate ,Inspection Certificate, Guarantee Certificate, Conformity Certificate,Instruction& Operational Manual , packing list etc. ) to be delivered to the consignee .

4. **Inspection :** Pre dispatch inspection: As per the SOTR. Receipt Inspection .

5. **Warranty:** The medicines/drugs are to be guaranteed / warranted/expiry date for satisfactory performance for the period of 12 months from the date of delivery at CNCI Kolkata . During guarantee/warranty 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 :** 100 % of order value shall be paid against delivery and acceptance at CNCI and on submission of Performance Bank Guarantee of equivalent amount, valid up to expiry of guarantee period and on production of the following documents addressed to the Director ,CNCI, Kolkata :

(4 copy each along with one original copy i.e. ink signed with stamped ) .

(a) Ink signed original Invoice.

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

(c) Packing list indicating details of spares description.

(d) Inspection certificate issued by appropriate Authority

(e) shelf life certificate.

(f) Conformity Certificate.

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

14. **Risk Purchase:** In case of delay in delivery beyond 10 weeks, GRSE shall have also the right to cancel the Order and obtain items from alternative source at firms complete risk and cost.

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

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

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

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

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

21. **Performance Security:** There will be a performance security deposit amounting to the total value excluding taxes, which shall be submitted by the successful tenderer to the Tender inviting Authority within 10 days from the date of issuance of “ **Letter of Intent**”/ **Purchase Order**.

**PBG** :Performance Bank Guarantee 2 lakh 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/eNIT- 41/2020-2021(2<sup>nd</sup> call)**

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

Date.....

Signature & Office Seal.....