

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

Notice Inviting e-Tender No: CNCI/eNIT- 37 /2019-20(2nd call)

The Director, Chittaranjan National Cancer Institute, invites online submission of e-tenders on **<http://eprocure.gov.in>** for supply and installation of **Carbon Dioxide Incubator with O₂ Control**

Last date of submission of tender--- upto 14.00 hrs. on 01.02.2020

Date and time of opening of tenders---14.30 hrs. on 03.02.2020

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

Director

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

Ref. No:CNCI/R/4.579

Date:06.12.2019

Notice Inviting e-Tender No: CNCI/eNIT- 37 /2019-20(2nd call)

(Through e-procurement mode only-<http://eprocure.gov.in>)

Director, CNCI invites tenders online in electronic format from eligible bidders on website given above for supply and installation of **Carbon Dioxide Incubator with O₂ Control**

Last date of submission of tender--- upto 14.00 hrs. on 01.02.2020

Date and time of opening of tenders---14.30 hrs. on 03.02.2020

Estimated cost- Rs. 6.50lakh approximately
EMD Rs. 13000.00

The tender form can be downloaded from the website up to 2 PM of one day prior to date of opening of bids.

The tender documents must be accompanied with scanned copy of demand draft of Rs13000.00 towards EMD in the form of Demand Draft (DD) in favour of the Director, CNCI, Kolkata, payable at Kolkata (Refundable as per rule). Original Demand Draft/Bank Guarantee for cost of tender and EMD must be submitted to the Director, CNCI, Kolkata positively up to: (12.00 hrs of date 28.12.2019) failing which the tender shall be summarily rejected. 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.

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

Director

ELIGIBILITY CRITERIA

The Agency should have experience to supply **Carbon Dioxide Incubator with O₂ Control** in State/Central Govt/Autonomous Body or any reputed institution. List of current users in and around Kolkata is to be submitted.

(i) Tenderer should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) specific to the tender should be enclosed. (ii) An undertaking from the OEM is required stating that they would facilitate the tenderer on a regular basis with technology/product updates and extend support for the warranty as well. (iii) OEM should be Nationally/Internationally reputed Company. (iv) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between tenderer specification and supporting documents etc. may lead to rejection of the bid. (v) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

(vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. (vii). Proof of such supplies along with the names of the users, their contact number & performance certificates should be submitted.

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

- i) Copies of Income Tax/Service Tax returns for the latest three assessment years.
- ii) Copy of Trade License essential for carrying out the activities under the contract.
- iii) Copies of Sales Tax Returns, if applicable.
- iv) Copy of PAN CARD of the Proprietor/ Partner/Company.
- v) Copy of Registration under Service Tax
- vi) Details of experience with documentary evidence. List of existing users and performance certificate is to be provided

BOQ

Sl. No	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	16.01.2020 at 14.00 HRS
2	Documents download/sell start date (Online)	17.01.2020 at 14.00 HRS
3	Documents download/sell end date (Online)	01.02.2020 at 14.00 HRS
4	Bid submission start date (On line)	17.01.2020 at 14.00 HRS
6	Last Date of submission of original copies for the Earnest Money Deposit (Off line)	01.02.2020 at 14.00 HRS
7	Bid Submission closing (On line)	01.02.2020 at 14.00 HRS
8	Bid opening date for Technical Proposals (Online)	03.02.2020 at 14.00 HRS
9	Date of uploading list for Technically Qualified Bidder (online)	To be notified later

Tender and Contract document for the supply of Carbon Dioxide Incubator with O₂ Control at CNCI, 37, S. P. Mukherjee Road, Kolkata- 700026.

1. Contents of tender documents

Each set of tender document will comprise followings:

- a) Tender notice
- b) Terms and conditions
- c) Specification for **Carbon Dioxide Incubator with O₂ Control.**
- d) BOQ
- e) Form of agreement (ANNEXURE-I)

2. Estimated cost of one Carbon Dioxide Incubator with O₂ Control.

The work is estimated to an amount of Rs. 6.50 lakh. This estimate, however, is reflecting a rough guidance.

3. Terms and conditions

- I. Prices should be quoted in INR only. Basic price and the rates of taxes are to be quoted in the respective columns of the BOQ. The basic price ,the rates of taxes and the total amounts are to be quoted in the respective columns of the BOQ. Incomplete offer will not be entertained.
- II. The tenderness should quote post warranty CMC for five years separately.
- III. Quotations should have validity of minimum 180 Days.
- IV. Successful bidder will have to make an agreement for maintenance of equipment, provision of service. Supply of the Machine will be only after proper execution of an agreement.
- V. Non-fulfillment of the conditions of executing the contract by the supplier would constitute sufficient ground for annulment of the award and forfeiture of EMD.
- VI. No variation of price will be allowed during the period of contract.
- VII. The equipment will have to be delivered within a reasonable period of time. No extension of the scheduled delivery/installation completion dates will be granted except events constituting force majeure.
- VIII. All supply of goods must conform to the specification.
- IX. Security Deposit:
The successful tenderers will have to execute one contract agreement with CNCI and submit Demand Draft of 5% of the contract value of any nationalized bank towards security deposit for the aforesaid contract. No interest on the security deposit will be paid by CNCI. The authority of this institute shall have the authority to forfeit the security deposit if the tenderer fails to supply the machine as per the agreed terms and conditions.
- X. Customs clearance procedures/charges and transportation procedures/charges, if any will have to be borne by the supplier/agency and no such charges will be paid by CNCI except the customs duty.
- XI. The tenderers must have supplied this machine in State/Central Govt/Autonomous Body or any reputed institution. List of current users in and around Kolkata is to be submitted.
- XII. The tenderers must have authorized service centre within the city limit of Kolkata/ Howrah, for providing after-sales service of the machine. The address, fax, telephone no. should be clearly mentioned on the offer.

- XIII. With regard to interpretation of terms and conditions, the decision of CNCI shall be final and binding to the Bidder.
- XIV. Time for supply: The time allowed for supply of the machine will be within 60 days from the date of issue of letter of acceptance.
- XV. Tenderer requiring any clarification on the Tender Document may notify Director's Office at the address, Chittaranjan National Cancer Institute, 37, S. P. Mukherjee Road, Kolkata-700026/Fax No. 033-2475-7606. The clarifications of questions raised (without identifying the source of enquiry) and the responses given will be transmitted to all tenderers.
- XVI. Addendum/corrigendum, if any, shall become part of tender documents and the same to be submitted by the bidders along with the tender as a token of acceptance.
- XVII. In exceptional circumstances, prior to the expiry of the original time limit for tender validity, the authority may request to tenderers to extend the period of validity for a specified additional period. The request and the tenderer's response shall be made in writing. A tenderer may refuse the request without forfeiting his earnest money. A tenderer agreeing to the request will not be required or permitted to modify his financial bid but will be required to extend the validity of the earnest money for the period of the extension.
- XVIII. The tenderers shall submit offers, which comply strictly with the requirements of the tender document. Alternatives or any modifications shall render the tender invalid.
- XIX. **Signing of contract agreement**
- a. The tenderer whose tender has been accepted will be notified by the authority by issuing a 'Letter of Acceptance'. The 'Letter of Acceptance' will be sent to the company/agency in two copies one of which should be returned promptly by them, duly signed and stamped. The 'Letter of Acceptance' will be a binding contract between the employer and the contractor till the formal contract agreement is executed.
- b. The successful tenderer shall submit the security deposit, and execute formal Agreement in the Proforma(ANNEXURE-1) with CNCI for the supply of the machine within 07 (Seven) days of issue of 'Letter of Acceptance'.

22. Technical specification:

Technical specification for Carbon Dioxide Incubator with O₂ Control having following specification :

CO₂ Incubator: Specifications for Single Chamber-CO₂ Incubator with 1-21% O₂ control

- I. Chamber volume: 150 L or more (100% SS Interior Components; includes side ducts, shelf channels, three shelves, and humidity pan).
- II. Shelf: 4 Standard / Max. 10 numbers.
- III. Temperature Range: 4°C above ambient to at least 50°C or better (Control: $\pm 0.2^\circ\text{C}$ or better, Uniformity: less than $\pm 0.3^\circ\text{C}$).
- IV. CO₂ Range: 1-20 % or better, control: $\pm 0.2\%$ or better.
- V. O₂ Range 1-21% or better, Control $\pm 0.1\%$ or better, Tracking alarm $\pm 1\%$. Advanced oxygen sensor technology for reliable and accurate control.
- VI. Humidity Range: > 93% at 37°C (Relative Humidity (rH): $\geq 90\%$ at 37°C).
- VII. Sensor Types: TCD Sensor, Systemic sterilization capability: 180°C (12 hours or more) High Temperature Sterilization without removing the TC sensor from the place & user intervention.
- VIII. Power Supply: 230-240V, 50/60Hz (without transformer).
- IX. Direct heat chamber (Interior chamber: 100% stainless Steel, Exterior chamber: powder coated steel with minimum thickness).
- X. Protected humidity reservoir. Humidification of gases (CO₂) before they reach the cells / culture.
- XI. Touch screen control, a bright, and easy to read control module display.
 - In situ sensors and probes to allow precise monitoring of conditions as the cells,
 - Dual temperature probe for over temperature protection.
- XII. Certifications: CE, CSA
- XIII. The incubator should be preferably equipped with HEPA air filtration system that achieves ISO class 5 chamber air quality in less than 5 min of door opening and filters entire chamber volume every 60 seconds or less.

- XIV. Rapid Recovery of all critical parameters (Temperature in < 5 mins, %RH recovery < 10 min, % CO₂ recovery < 6 min)
- XV. The incubator should be supplied with suitable voltage stabilizer, 1 numbers of 18 ltr. CO₂Cylinder with 1number of Regulator & One number of N₂ Cylinder with regulator, adapter etc. that should make it ready to use with the said incubator with suitable servo voltage stabilizer with high voltage low voltage cut-off auto reset with delay timer, spike eliminator etc.
- XVI. Accessories needed to run the instrument smoothly.
- XVII. 2years warranty and 3 years CMC.
- XVIII. Kolkata based after sale service with proven track record.

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

NO.: CNCI/

Dated:

To

(Name & Address of the Contractor)

Dear Sir,

Sub: TENDER No. XXXXXXXX

FOR supply of Rotary Evaporator system with Vacuum & pump & Chiller

Ref: Your tender dated _____ and letter dated _____.

This is to notify you that your tender for supply of one **Carbon Dioxide Incubator with O₂ Control** pump & Chiller has been accepted by the Competent Authority of CNCI for a total contract price of Rs. _____ (Rupees _____ only) in its capacity as an Agent/Power of Attorney Holder acting for and on behalf of _____ (the Employer).

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

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

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

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

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

Yours Sincerely,

Director
CHITTARANJAN NATIONAL CANCER INSTITUTE

37, S. P. Mukherjee Road
Kolkata- 700026

ANNEXURE I

FORM OF AGREEMENT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No. _____ dated _____

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

WHEREAS the Director is desirous that certain purchase should be done viz. (supply of Rotary Evaporator system with Vacuum pump & Chiller at CNCI) and has by 'Letter of Acceptance' dated ____ accepted a tender submitted by the vendor for the supply and installation of the Machine at a total Contract Price of Rs. _____ (Rupees _____ only)

NOW THIS AGREEMENT WITNESSETH as follows:-

- I. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- II. The following documents in conjunction with addenda/corrigenda to tender documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a) The Letter of Acceptance dated _____.
 - a) Priced Schedule (Bill) of Quantities
 - b) Notice Inviting Tender and Instructions to Tenderers.
 - c) CNCI's Tender and Contract Form

4. DELIVERY / INSURANCE.

Insurance: For delivery of goods at the purchaser's premises, the Insurance shall be obtained by the supplier on "All Risk" basis. The insurance shall be valid for a period up to the successful installation and commissioning.

5. PRICE PAYMENT TERMS

- (i) Advance Payment: Nil.
- (ii) Hundred percent (100%) of the contract price shall be paid on receipt of goods and successful & satisfactory installation.

06. INSTALLATION & DEMONSTRATION

The supplier is required to do the installation and demonstration of the equipment within one weeks of the arrival of materials at the CNCI site of installation, otherwise the penalty clause will be the same as per the supply of materials. In case of any damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. CNCI will not be liable to any type of losses in any form.

07. WARRANTY / SERVICE

a) The Bidders should be agreed that the Instrument ----- shall remain under warranty for a period of min 12 months from the date of installation, acceptance and commissioning.

Bidders must give the comprehensive on-site warranty as required from the date of successful installation of Equipment against any manufacturing defects and also give the warranty declaration that “everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document.

Any deviation in the material, and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction/specifications specified in the order / contract and demonstrate at their own cost.

- The Purchaser Shall Promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within Two weeks arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie to the Purchaser for the replacement parts/goods thereafter. The period for correction of defects in the warranty period is Two week. If the

supplier having been notified fails to remedy the defects within Two week, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses without prejudice to any other rights, which the purchase may have against supplier under the contract.

- The warranty period should be clearly mentioned. The maintenance charges (CMC) under different schemes after the expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.

After the warranty period is over, Comprehensive Maintenance Contract (CMC) should be started. The CMC Charges will be taken into consideration in computing the total cost of the equipment

08. PERFORMANCE SECURITY DEPOSITS

A performance bank guarantee from a scheduled bank in India for an amount equal to 5 % of the price for duration of two months beyond the expiry of warranty period will be taken from the supplier or Indian agent.

09. EARNEST MONEY DEPOSIT

All Bids must be accompanied by Earnest Money Deposit (EMD) of 2% of the total cost of the equipment quoted in the shape of a demand draft drawn in any nationalized bank made in favour of Director, CNCI, payable at Kolkata failing which the tenders received will be rejected. For the successful Bidder the EMD will be adjusted as performance security deposit. For unsuccessful Bidders the EMD will be refunded.

10. CANCELLATION OF CONTRACT:

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

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

CNCI,
iii) fails to complete the supply or items of supply within the stipulated date.

11. ARBITRATION

- (a) All disputes, differences and questions whatsoever which shall arise between the parties hereto during the continuance of the contract or afterwards touching this contracts or the constructions or applications thereof on any clause or thing herein contained on the rights, duties and liabilities of either party in connections herewith shall be subjected to the jurisdiction of the court at Kolkata. The Arbitrators will be nominated by the Director, CNCI, Kolkata.
- (b) The Arbitration and Conciliation Act 1996 and the rules framed thereafter and any statutory modification or re-enactment thereof shall apply to the arbitration proceedings.
- (c) This agreement shall be governed by the laws of India shall govern this agreement and any legal actions under the agreement shall be taken by the parties only in India in a competent court of jurisdictions in Kolkata.
- (d) After entering into this agreement any dispute arising out from the present contract will fall under the territorial jurisdiction of the Hon'ble High Court Kolkata or in any competent court of jurisdiction in Kolkata.

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

<p>Signature and designation of purchaser (Party 1)</p> <p>1. Director, CNCI:</p> <p>1. Witness:</p> <p>2. Indenter of the equipment</p> <p>2. Witness:</p>	<p>Signature and designation on behalf of (Party 2)</p> <p>1.</p> <p>1. Witness:</p> <p>2.</p> <p>2. Witness:</p>
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