

Chittaranjan National Cancer Institute

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

Notice Inviting e-Tender No: CNCI/ eNIT-575/2019

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

Sl. No.	Name of the Equipment/ Instrument.	Name of the Department.	Quantity	EMD (Rs.)	Estimated Cost(Rs.)
1	In – Vivo Animal Imaging System.	CRIF	One	2,00,000.00	1 Crore.

Last date of submission of Tender --- upto 14.00 hrs. on 04.03.2019.

Date and time of opening of Tenders --- after 14.30 hrs. on 05.03.2019.

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

Director

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

Ref. No: CNCI/ eNIT-575/2019

Date :05.02.2019

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

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The tender documents must be accompanied with scanned copy of EMD in the form of Demand Draft (DD) in favour of the Director, CNCI, Kolkata, payable at Kolkata (Refundable as per rule). Original Demand Draft for EMD must be submitted to the Director, CNCI, Kolkata positively (***upto 14.00 hrs. on 04.03.2019***) failing which the tender shall be summarily rejected.

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

Note:-

- 1). Bidders who wish to participate in this tender will have to register on [http// www.eprocure.gov.in](http://www.eprocure.gov.in) . Further, bidders who wish to participate in online tenders will have to procure digital certificate as per information technology act 2000, using which they can sign their electronic bids.
- 2). Bidders shall submit their bids online in electronic format on above mentioned website within the time and date mentioned above.

Director.

ELIGIBILITY CRITERIA

The tenderer/ Vendor should have experience to supply In – Vivo Animal Imaging System in State/ Central Govt./ Autonomous Body or any reputed institution. List of current users in and around Kolkata is to be submitted.

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

- 1). Copies of Income Tax/ Service Tax returns for the latest three assessment years.
- 2). Copy of Trade License essential for carrying out the activities under the contract.
- 3). GST enrolment Certificate.
- 4). Copy of PAN CARD of the Proprietor/ Partner/ Company.
- 5). Copy of GST Return submitted
- 6). Details of experience with documentary evidence. List of existing users and performance certificate is to be provided.
- 7). Last paid Challan for P-tax.

BOQ.

Sl. No.	Particulars.	Date & Time.
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date).	06.02.2019 14.00
2.	Documents download/ sell start date (Online).	06.02.2019.upto 16.00 hrs
3.	Documents download/ sell end date (Online).	06.02.2019.upto 16.00 hrs.
4.	Bid submission start date (On line).	06.02.2019.upto 16.00 hrs
5.	Last Date of submission of original copies for the Earnest Money Deposit (Off line).	04.03.2019 upto 14.00 hrs.
6.	Bid Submission closing (On line).	04.03.2019 upto 14.00 hrs
7.	Bid opening date for Technical Proposals (Online).	05.03.2019after 14.30 hrs.
8.	Date of uploading list for Technically Qualified Bidder (online).	Will be notified later.

Tender and Contract document for the supply of In – Vivo Animal Imaging System at CNCI, 37, S. P. Mukherjee Road, Kolkata- 700 026.

A. Contents of tender documents :

Each set of tender document will comprise of the following :

- a). Tender notice.
- b). Terms and conditions.
- c). Specification for the Equipment/ Instrument.
- d). BOQ.
- e). Proforma for Performance Statement (Annexure –A).
- f). Letter of Acceptance Annexure –B).
- g). Form of Aggrement Annexure –C).

Attested copies of up to date clearance certificate of Professional tax, Trade License and credential Certificates should be submitted along with the offer.

B). Terms and conditions.

a). Prices should be quoted in INR or any standard foreign currency for the country of origin (in words and figures). No correction /deletion/overwriting by the bidder will be entertained.

Rates will be inclusive of GST and other taxes. Only net price is to be quoted. The percentage and element of duties and taxes included in the price should be specifically stated. Incomplete offer will not be entertained.

b). The tenderers should quote post warranty AMC (Annual Maintenance Contract)/ CMC (Comprehensive Maintenance Contract) for five years separately in the closed envelop along with EMD.

c). Quotations should have validity of 180 Days.

d). Successful bidder will have to make an agreement with CNCI for maintenance of the equipments,. No work of any kind should be commenced without proper execution of an agreement.

e). 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.

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

g). 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.

h). All supply of goods must conform to the specification as per tender.

i). Tenders will be opened after 14.30 hrs. on 04.03.2019.

j). Every effort has been made to put forth general specifications in this tender document. If in advertently, any of the specifications drawn happens to match with the specifications of any particular firm's product only, in respect of critical parameters, then it will not automatically

mean that this particular firm's offer is only technically suitable. In general, the specifications offered by other firms will be assessed in their own entirety to ascertain whether or not the broad functions in general expected of the equipments of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.

k). The successful tenderers will have to execute one contract agreement in Annexure – C with CNCI and submit DD/ Bank guarantee @ 10 % of the contract value duly executed by any of the nationalized bank towards security deposit for the aforesaid contract. The said bank guarantee requires to be revalidated if situation so demands. No interest on the bank guarantee will be paid by CNCI. The authority of this institute shall have the authority to forfeit the security deposit (Bank Guarantee money), if the tenderer fails to supply the machine as per the agreed terms and conditions and within prescribed delivery period.

l). 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.

m). The tenderers must have supplied such machine in State/ Central Govt/ Autonomous Body or any reputed institution. List of current users in and around Kolkata is to be submitted in the enclosed Proforma (Annexure-A.).

n). 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.

n). [A] : PRICE PAYMENT TERMS :-

The release of the payment will be in the following way :-

- 1). Advance Payment : Nil.
- 2). 90 % of the contract price after delivery of the goods.
- 3). 10 % of the contract price shall be paid to the supplier within 60 days after satisfactory installation and the date of acceptance certificate issued by the purchaser's representative for the respective delivery.

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

p). Time for supply: The time allowed for supply of the machine will be within 150 days of date of issue of letter of acceptance.

q). 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-700 026/ 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.

r). 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.

- s). In exceptional circumstances, prior to the expiry of the original time limit for tender validity, the authority may request the tenderers to extend the period of validity for a specified additional period. The request and the tenderer's response shall be made in writing. A tenderer may refuse the request without forfeiting his earnest money. A tenderer agreeing to the request will not be required or permitted to modify his financial bid but will be required to extend the validity of the earnest money for the period of the extension.
- t). The tenderers shall submit offers, which comply strictly with the requirements of the tender document. Alteration or any modifications shall render the tender invalid.
- u). **Tender opening and evaluation :** The tender opening committee will scrutinize the tender documents for evaluation to determine whether each tenderer conforms to all/ most of the terms, conditions and specifications of the tender document without any modification or condition.

v). **Signing of contract agreement :**

The tenderer whose tender is 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 by them, duly signed , within 07 days of the date of issue of 'Letter of Acceptance'.

The 'Letter of Acceptance' will be a binding contract between the employer and the contractor till the formal contract agreement is executed.

The successful tenderers will have to execute one contract agreement with CNCI.

The cost of the stamp papers for the contract agreement shall be borne by the tenderer.

- x).. Every Bidder will furnish information in the following format.

Bidder Information

Bidder correspondence Address :

Bidder correspondence Email ID :

Bidder contact number :

Bidder contact person :

Manufacture correspondence address :

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

Manufacture contact number :

Signature :

Name :

Designation :

Seal:

Note: All above information are mandatory.

Specifications and Allied Technical Details

In – Vivo Animal Imaging System.

1. The *in- vivo* optical imaging system should be licensed for biophotonic imaging for small animals such as bioluminescence, fluorescence (filters ranges up to 430 nm to 875 nm), chemiluminescence and radio isotopic Cerenkov studies for *in- vivo* and *in- vitro* use.

2. Complete system inclusive of light tight cabinet, CCD camera, excitation and emission filters, sample stage, computer workstation.

Light tight cabinet:

3. Complete light tight imaging chamber/ cabinet.

4. Fitted with minimum of 10 excitation filters and min. of 4 emissions filters wheels. Both excitation and emission filter wheels should be motorized and software controlled.

- Excitation filter range: 430 nm- 740 nm
- Emission filter range: 515 nm- 975 nm

5. Fitted with LED's for photographic imaging.

6. Cabinet should be able to accommodate gas anaesthesia manifold and its tubing.

Specimen Stage:

7. Stage movement should be software controlled to achieve images at different FOVs. Min FOV: 5X5 cm to Max FOV: 12X12 cm or more.

8. Heated stage- temperature should be controllable between 20°C to 40°C.

9. Should be able to accommodate at least 3 numbers of mice.

CCD Camera:

10. Back thinned, back illuminated grade 1 CCD.

11. Pixel size 13X 13 microns.

12. Thermoelectrically cooled to -90°C absolute, ensuring low dark current and low noise.

13. Quantum efficiency: >85% for 500- 700 nm range.

Computer workstation:

14. Latest computer configuration compatible with system hardware and software should be provided. Licensed operating system, 22 inches TFT high resolution monitor, 250 GB HDD, 4 GB RAM, CD/DVD/combo reader/ writer, etc. (Provide details of the configuration quoted)

Software:

15. Licensed software package for equipment control, image acquisition and analysis should be supplied. Software should be able to do absolute calibration, background subtraction and image math algorithms for producing high- quality, reproducible, quantitative results.

16. Software for spectral library generation, software tools to ensure accurate autofluorescence removal, unmixing and fluophore quantitation.

17. Software to build a customized library giving user a flexibility of using more than 5 optical reporters simultaneously inside the same animal.

18. The company should provide complete in house reagent and cell line support manufactured by the same company required for *in- vivo* experiments; pre- optimized on the instrument.

19. Data generated should be in absolute calibrated data according to the National Institute of Standards and Technology (NIST).

20. The company should have minimum of 5 such installations in India of similar system with a few Indian publications.

21. Supplier/ distributor should have a good track record of maintaining the *in- vivo* imaging system in the past, have qualified application scientists and manufacturer trained service technicians to provide a prompt after sale service supports.

ANNEXURE- A

PROFORMA FOR PERFORMANCE STATEMENT

Tender Reference No. : _____

Name and address of the Tenderer : _____

Name and address of the Manufacturer : _____

Order placed by (full address of Purchaser /Consignee)	Order number and date	Description and quantity of ordered goods and services.	Value of order (Rs.)	Date of completion of Contract.		Remarks indicating reasons for delay (if any).	Have the goods been functioning Satisfactorily (attach documentary proof)**	Mob. No., Name & Email ID of equipment user person
				As per Contract	Actual			
1	2	3	4	5	6	7	8	

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and Seal of the Tenderer

Note:

- 1. The purchase order mentioned in the above format only will be consider for evaluation.**

Annexure -B

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

NO.: CNCI/

Dated:

To

(Name & Address of the Contractor)

Dear Sir,

Sub: TENDER No. _____ FOR supply of In – Vivo Animal Imaging System.

Ref: Your tender dated _____ and letter dated _____.

This is to notify you that your tender for supply of has been accepted by the Competent Authority of CNCI for a total contract price of Rs. _____ (Rupees _____ only)

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

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

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

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

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

Yours Sincerely,

Director

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

ANNEXURE -C

FORM OF AGREEMENT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No. _____ dated _____

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

WHEREAS the Director is desirous that certain purchase should be done viz. (supply *in-vivo* animal imaging system at CNCI) and has by 'Letter of Acceptance' dated ____ accepted a tender submitted by the vendor for the supply and installation of the Instrument at a total Contract Price of Rs. _____ (Rupees _____ only).

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents in conjunction with addenda/corrigenda to tender documents shall be deemed to form and be read and construed as part of this agreement viz.

The Letter of Acceptance dated _____.

- a). Priced Schedule (Bill) of Quantities.
 - b). Notice Inviting Tender and Instructions to Tenderers.
 - c). CNCI's Tender and Contract Form.
 - d). Special Conditions.
 - e). Schedules A to B.
 - f). General Specifications
3. In consideration of the payment to be made by the Director to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Director, CNCI to supply and Install the Machine as per the provisions of the Contract.
 4. The Director, CNCI, hereby covenants to pay to the Vendor in consideration of the supply and install the machine as per the contract price.

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

SIGNED, SEALED AND DELIVERED BY

<p>_____</p> <p>In the capacity of _____</p> <p>On behalf of M/s. _____</p> <p>(The Contractor)</p> <p>In the presence of</p> <p>Witnesses (Signature, Name & Designation)</p> <p>1.</p> <p>2.</p>	<p>_____</p> <p>representing CNCI</p> <p>Witnesses (Signature, Name & Designation)</p> <p>1.</p> <p>2.</p>
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STANDARD TERMS & CONDITIONS OF CNCI

1. **Terms Of Price:** F.O.R. (Delivery free)– CNCI , STORES, 37,S.P. Mukherjee Road, Kolkata -700026 , at your cost. The price is firm and fixed till the execution of order. However, **price should be INR** , is inclusive of packing and forwarding, insurance , demurrage and other clearing and Freight charges.
2. a) **Excise duty:** Excise duty if applicable against this order. E.D Exemption/Concession certificate to be issued by competent authority shall be provided by CNCI . While dispatching each item should be identified with CNCI code number and Firms part number. Packing list should indicate all deliverable items. Each item should be identified with Metallic or Plastic tag indicating both CNCI code number and Firms part number.
3. **Consignee/Delivery Point:** All items along with supporting documents(Tax invoice, Inspection Certificate, guarantee Certificate, Conformity Certificate, packing list) to be delivered to the consignee.
4. **Inspection :** At CNCI site /Kolkata .
5. **Warrantee:** The equipment. / Materials are to be guaranteed / warranted for satisfactory performance for the period of **60 months** from the date of delivery at CNCI Kolkata . During guarantee/warrantee period any spares supplied by the Vendor suffers due to defective material and or due to improper design and or drawing or due to faulty workmanship, The Vendor will take full responsibility of rectification of such defective parts thereof direct expenses related to removal and re-positioning of the replacement/ repaired spares or components and subsequent test & trial, incurred thereon without any financial implication to CNCI.
6. **Liquidated Damage :** In case delay in delivery beyond contractual delivery date, CNCI reserves the right to recover LD. @ ½ % per week or part there of subject to maximum @5 % of order value of the undelivered materials.
7. **Force Majeure :** As per existing order of ministry of Law.
8. **Custom duty :** If applicable, C.D. Exemption certificate where applicable will be provided by CNCI on submission of the following documents:-
 - (i) Copy of Order on Overseas Firm.
 - (ii) Copy of Invoice of Overseas Firm and packing list of the B & D spares of the Overseas Firm.
 - (iii) Copy of Bill of Lading/ Airway Bill.
9. **Arbitration:** i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be referred to the Director, CNCI, 37, S.P. Mukherjee Road , Kolkata -700026 for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Chittaranjan National Cancer Institute
37, S.P. Mukherjee Road, Kolkata -70
Tender No : CNCI/ eNIT-575/2019

AMPLIFICATION OF COMMERCIAL TERMS

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

Date.....

Seal.....

Signature & Office

FORMAT FOR PERFORMANCE BANK GUARANTEE

From
Bank:
To
The President of India
Through: Director , Chittaranjan National Cancer Institute

Dear Sir,

1. Whereas you (the "PURCHASER") have entered into a contract No. _____ dated _____ (hereinafter referred to as the "said Contract") with M/s _____ (hereinafter referred to as the "SELLER") for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for ___ % of total contract value amounting to _____ (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.

2. We _____ (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.

3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.

5. In no case shall the amount of this guarantee be increased.

6. This guarantee shall remain in full force and effect until 60 days beyond the warranty period as specified in the contract i.e. up to _____ (expiry date) [^or until the PURCHASER has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract]. In case of delay in fulfillment of obligations by the SELLER, the expiry date shall be extended by us as per intimation from the SELLER.

7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.

9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,

for _____ Bank
(Authorised Signatory)
Place : _____
Date : _____ Seal of the Bank