

**NATIONAL INSTITUTE OF CANCER PREVENTION AND RESEARCH (ICMR)
(FORMERLY ICPO)
I-7 SECTOR-39 NOIDA – 201301**

NICPR/Store/MOB-VAN-ONGC/RH/2016-17

Dated: 15.Sep. 2016

RETENDER : INVITATION TO TENDER

SUPPLY OF VEHICLE/VAN WITH FABRICATED MEDICAL CABIN

Dear Sir,

1. The Director National Institute of Cancer Prevention and Research, I-7, Sec-39, Noida-201301, invites Sealed Tenders for the Purchase of a VEHICLE/VAN with fabricated Medical Cabin **(as per Schedule of Requirement enclosed at Annexure-I)**. The bidders may go through the Terms and Conditions carefully. In case any bidder fails to follow any or more of these conditions, their offer shall be summarily rejected. **Tentative Specifications / details of the Van are mentioned at Annexure-I**
2. The quantity of items is probable and subject to change without any further notice/reason. Notwithstanding the estimate of probable numbers, The Director National Institute of Cancer Prevention and Research, reserves the right to reject any or all the tenders without assigning any reason.

Two Bids System

3. Technical Bids and Price Bids (as per Schedule specifications / details of Requirement at Annexure-I) should be made/sealed separately and put together in an Envelope which should be clearly marked as **“Tender for (items)” & “Date of Opening”**. Technical Bid should accompany Cost of Tender document (Rs. 500/-), EMD (Rs. 10,000/-) and Line-wise confirmation of the proposed Specifications on Vendor’s Letter Head.
4. **Last Date of Submission** – Last date of Receipt of Sealed Tender Documents at NICPR, Noida is **30.09.2016** by **4.00P.M.** by Post or by Hand (at NICPR Reception). Tenders by E-mail/Fax will not be accepted. “Late Tenders”, for any reason whatsoever, will not be entertained/ taken into account, without assigning any reason thereof.
5. **Date & Time of Opening** – Technical Bids will be opened by the Purchase Committee on **04.10.2016** at **2.30P.M.**, at 2nd Floor, Conference Hall. The Tenderers or their authorized representatives are requested to be present during opening of Technical Bids. Price Bids of only those Tenderers whose Technical Bids are found suitable subsequently by the Technical Screening Committee of NICPR, Noida, will be opened later on. Date and Time of the same will be intimated to the applicable Tenderers in advance by **E-mail**, so as to enable them to be present at the time of opening of their Price Bids.

6. **Acceptance of Offer/Tender** - Price Bids of only technically suitable Offers/Vendors, as mentioned above, will only be opened. For calculation of Lowest (L-1) responsive vendor, the total value quoted for **Free of Cost Delivery at NICPR, Noida** will be taken into consideration.
7. Each tender must contain the Total value not only in figures but also in words. In case of any Clerical/Typing error, value written in “words” will only be considered for assessing the L-1 Bidder and subsequent process, though the Director NICPR reserves the right not to accept any Tender only on the L-1 (lowest) criteria, and / or carry out further Negotiations with the L-1 Vendor, as per his discretion without assigning any reason thereof.
8. Fax/E-mail/Conditional tender will not be accepted.
9. Other Terms & Condition of Supply are attached at Annexure-II. **Tenderers are NOT to give their own / separate Terms & Conditions.**
10. **Pre bid clarifications** : Pre-bid clarification, if any, can be obtained from the Institute on any working day (Mon to Friday, except closed Holidays) between 2:00 P.M. to 4: 00 P.M.

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- Encl:** (a) Schedule of Requirement at Annexure-I.
(b) Other Terms and Conditions of Supply at Annexure-II.

(MODIFIED)

**SCHEDULE OF REQUIREMENT FOR SUPPLY OF VEHICLE/VAN WITH
FABRICATED CABIN FOR CANCER SCREENING**

S. No.	NAME OF ITEM	APPROX QTY.	TOTAL VALUE: F.O.R NICPR, NOIDA Including Registration, Road Tax, Insurance etc.
1.	Vehicle / Van with Fabricated Medical Cabin	One No.	Give cost Break up of Main/Major items, including procurement cost of the vehicle from Original Manufacturers/Dealers.

**Signature of Vendor
with Stamp**

Place :

Date :

*** Detailed Specifications (Tentative)**

- (1) Make of the Vehicle: Any, BS IV Compliant (Diesel or CNG Fuel). (Tenderers are to give Details of the Vehicle that they propose to procure for this purpose).
- (2) Rear Fabricated Cabin Details:-
 - (a) Height of the Cabin should be at least 6' 6".
 - (b) One Cabin of 10 Feet Length for examining patients, with entrance and metal steps/ladder (folding).
 - (c) Examination table-three fold in SS with metal steps to reach table, keeping proper space to stand at leg side of examination Table .
 - (d) Scratch proof and anti-skid vinyl floor material.
 - (e) Table for OPD with shelves, with Doctor seat and Patient seat (Stool-SS).
 - (f) Storage Cabinets, Head Rack with sliding glass.
 - (g) Noiseless Generator, around 6 KVA.
 - (h) 1.0 Ton Window AC

- (i) Stainless steel Wash Basin with foot operated motorized tap equipped with soap dispenser, towel hanger, viewing mirror; dust bin under Wash Basin.
 - (j) Two water storage Tanks: one for fresh water 75 Ltr and one for waste water storage (50 Ltr plus) with suitable inlets & outlets.
 - (k) Chemical toilet with light & Fan (220 volt).
 - (l) Light (LED) and Fan fittings with sockets and switches.
 - (m) All fire safety measures.
 - (n) All wiring to be of BIS/high quality, concealed, modular with easy approach for future repairs, if any.
 - (o) Operating Manual with complete wiring diagram to be provided.
- (3) **Optional** : One folding bench to seat Four persons in the Cabin when patient not being examined / vehicle on move.

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OTHER TERMS AND CONDITIONS OF SUPPLY

1. Tender should be preferably, typewritten and every correction in the tender should invariably be signed by the Tenderer, failing which, the tender is liable to be rejected.
2. The Tenderer should ensure that the items offered fully meet the Specifications laid down by the Institute. If at any stage (even after placement of order/supply etc.) it is noted that the item offered does not meet the specifications, the Director, NICPR reserves the right to take any decision including cancellation of the Tender/offer/Purchase Order etc. with forfeiture of EMD/SD/PBG as the case may be.
3. No Tenderer shall be allowed at any time on any ground whatsoever, to revise or modify the rates quoted by him. The Tenderer will not be allowed to withdraw the offer quoted. In the event of withdrawal, the EMD tendered shall be forfeited.
4. Increased statutory levies and duties, over and above the rates quoted in the Tender, will be borne by the Tenderer for supplies after the originally permitted Date of Supply in the Purchase Order. The Institute shall not extend validity period for this reason and it will not bind the Institute to accept supplies beyond the date specified in the Purchase Order.
5. **Inspection and Acceptance of Items** – Acceptance process of the item(s) supplied will be considered complete only after duly Certified as such by the User and Countersigned by the Director NICPR, Noida. However Director NICPR, Noida or his authorised representative may carry out “Stage” / Interim Inspections at the Tenderers’ Premises / Workshop to examine the progress/quality/design/time-schedule etc of the on-going job for which the Tenderer is to provide full assistance to the Inspection Team of NICPR. Final acceptance of the completed Vehicle will be at NICPR, Noida only.
6. **Cost of Tender Document & EMD of Rs. 500/- and Rs. 10,000/-** in the form of a Crossed Bank Draft in favor of “**The Director, ICPO, payable at “Noida” to accompany the Technical Bid.** The Tender without them will be rejected summarily. No interest is payable on EMD which should be valid for at least 90 Days. EMD of unsuccessful Bidders will be released on finalization of Purchase Order. EMD of the Successful Tenderer will be released on submission of PBG as per Para-11 below.

7. **Payment** – 100% Payment for the Van will be made after Acceptance as per Para 5 above, on submission of the Invoice, Acceptance Certificate (Para-5 above) and PBG as per Para 11 below. In exceptional cases, to be considered by the Director NICPR, whose decision in this regard will be final, “Advance” for part of the Basic Vehicle Cost (excluding fabrication cost of rear cabin) may be provided by the NICPR, Noida against an approved Bank Gurantee from any Nationalized Bank to be given by the Vendor of the same value (value of Advance amount) valid till one month beyond the delivery shcedule of the Fabricated / Complete Van.
8. If the tenderer fails to execute the Purchase Order within the specified delivery date or, as mutually agreed to in writing, the Order will be cancelled and EMD will be forfeited.
9. All damaged or unapproved goods shall be removed by the vendor at its own cost and risk. Any incidental expenses incurred by the Institute thereon shall be recovered from the vendor.
10. **Warrantee** – The warrantee of the Complete vehicle, including the fabricated/ assembled/ fitted parts /accessories / Equipment etc will be One Year from the date of acceptance of the completed vehicle at NICPR, Noida as per Para-5 above. The Tenderer is to make necessary provisions/arrangements accordingly.
11. **Performance Guarantee** – The successful Tender is required to submit a Performance Bank Guarantee (PBG) from any Nationalised Bank for 5% amount of the Total Purchase Order value, alongwith the final Bill / Invoice for claiming the Payment. The said PBG is to remain valid for a period of 13 Months from the date of final Bill / Invoice. The said PBG will be released on submission of “No Dues Certificate”, after expiry of the Warrantee period as per Para-10 above. In case the Tenderer fails to submit PBG in time, NICPR reserves the right to deduct 5% of the Total Purchase order value from the final Bill/Invoice of the Tenderer, to be retained as Security Deposit (SD) at NICPR, Noida for the Warrantee Period.
12. **Force Majure**
 - (a) Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.
 - (b) Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable

efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

- (c) Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide a revised programme rescheduling the works to minimize the effects of the prevention or delay caused by the event of force majeure.
- (d) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- (e) The contractor has no entitlement and the project company has no liability for:
 - (i) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and
 - (ii) any delay costs in any way incurred by the contractor due to an event of force majeure.

13. Jurisdiction

Any dispute arising out of the contract shall be referred to Sole Arbitrator, appointed by Director NICPR, Noida/ICMR HQ, New Delhi and the award of the Arbitrator shall be final and binding on both the parties, or, for legal recourse the Courts at Noida will only have jurisdiction over it.

- 14. Liquidated Damages (LD)** – LD @ 0.5% of the Total Purchase order Value, per week will be levied on the vendor for delay in Supplies, at Noida, subject to maximum LD of 2.5%, beyond which the Purchase Order may be cancelled in Toto without any financial liability on the of NICPR, Noida. The LD so levied will be recovered from the Final Bill/Proforma Invoice of the vendor. For calculation of the LD, any fraction of the week (i.e. less than Seven Days) will be considered as a week. However, Director, NICPR, Noida reserves the right to waive-off full or a part of the LD so levied, on application by the vendor giving full reasons for delay, and acceptance of such reasons for delay by the Director, NICPR, Noida.

- 15. All the pages of theses Terms & Conditions are to be duly signed by the Vendor and returned/attached** with the Final Technical Bid, failing which the Tender will be summarily rejected.

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