

**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: 08 July, 2016

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**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. There will be **THREE STAGES** in the “Two Bids System”. Hence the Tenderers are advised to **read the details** in the subsequent paragraphs, **carefully before** forwarding their Bids/offers.
4. **First Stage** is meant only for finalising and freezing the “Specifications” of the Vehicle/Van to be used for Cancer Screening duties. Therefore, in the **First Stage**, only “**Primary**” **Technical Bids** are to be submitted along with **Cost of Tender Documents-** Rs.1000/- in the form of Demand Draft from any Nationalised Bank, drawn in favour of “Director ICPO”, Payable at “Noida” The Primary Technical Bid is to list out details of all items/Materials/Equipments/drawings etc that the Tenderer proposes to supply/offer/Fit/Fabricate/design, indicating their wattage/dimensions/values etc. as applicable, for such items/materials/equipments. **No Price Bid and No EMD are to be submitted at this Stage. Last date** for receipt of “Primary Technical Bid” is **01.08.2016** (4:00 PM) and same will be **opened** on **03.08.2016** at 2.30 P.M. at NICPR, Noida.

5. **Pre Bid Meeting** A pre-Bid Meeting is Scheduled to be held at NICPR, Noida on 21-07-2016 at 03:00 P.M. am in the 2<sup>nd</sup> floor Conf. Hall. The Tenderers /Bidders may discuss & seek clarification if any regarding Specifications of the Tender /Van, mentioned here in at Annexure-1, before submitting their Primary Technical Bids.
6. In the **Second Stage** of Tender process, the “Primary Technical Bids” so received as per para 4 above, will be examined by the Technical Evaluation Committee at the NICPR to arrive at “final” “Specifications” which are considered most suitable for the Vehicle/Van with fabricated Medical Cabin Proposed to be procured by the NICPR.
7. At this stage, the Tenderers who submitted their offers as per Para 4 above, are to be ready to provide any clarification or their presentation to the NICPR Technical Committee at NICPR, Noida, about the product offered by the Tenderer. Failure to do so will render them disqualified from further Tender process, without any further communication/information to them and without assigning any reason thereof.
8. The final specifications so “Frozen” as per Para-6 above, will then be sent to all the Tenderers who had submitted their “Primary Technical Bids as per Para-4 above, (except the Tenderers disqualified as per Para-7 above) for submitting their Final Tenders as per Para-9 below.
9. In the **Third and Final Stage**, the Tenderers are required to submit their Final offers under ‘**Two Bids** System’ i.e. **Technical Bids**, indicating Compliance to the “Frozen” “Specifications” as per Para-8 above, and “**Price Bid**” for the same.
10. The final Technical Bids and Price Bids (as per Para 9 above) should be made/sealed separately and put together in an Envelope which should be clearly marked as “**Tender for \_\_\_\_\_**” & “**Date of Opening : \_\_\_\_\_**“. Final Technical Bid should **accompany EMD and Line-wise compliance confirmation** of the proposed Specifications on Vendor’s Letter Head. Failure to fulfill these essential requirements may lead to summary rejection of their offers /Bids.
11. **Last Date** – Last date for Receipt and opening of Sealed final Tender Documents as per para 10 above, at NICPR, Noida by Post or by Hand (at NICPR Reception) will be intimated in the Tender invitation letter as per para-8 above. 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.
12. **Opening** – Final Technical Bids will only be opened by the Purchase Committee on due date & time. The Tenderers or their authorized representatives are requested to be present during opening of Technical Bids. Price Bids of only those Tenderers whose Final

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.

13. **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.
14. 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.
15. Other Terms & Condition of Supply are attached at Annexure-II. **Tenderers are NOT to give** their own / separate Terms & conditions.

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

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

<b>S. No.</b>	<b>NAME OF ITEM</b>	<b>APPROX QTY.</b>	<b>TOTAL VALUE: F.O.R NICPR, NOIDA Including Registration, Road Tax, Insurance etc.</b>
<b>1.</b>	Vehicle / Van with Fabricated Medical Cabin	One No.	Give cost Break up of Main/Major items.

**Signature of Vendor  
with Stamp**

Place :

Date :

\* **Detailed Specifications** (Tentative) for Primary Technical Bids Only.:

- (1) Make of the Vehicle: Any, BS IV Compliant with Wheel Base approx 3400 mm.
- (2) Rear Fabricated Cabin Details:-
  - (a) Height of the Cabin should be at least 6' 6".
  - (b) Two separate compartments (6 and 10 feet approx) in the Cabin for examining male and female patients respectively with separate entrances for both, with metal steps/ladder.
  - (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) in both compartments.
  - (f) Storage cabinets, head rack with sliding glass.
  - (g) Noiseless generator, 5 to 6 KVA.
  - (h) 1.5 Ton Split AC fitted in female examination compartment with proper vent for cooling of male compartment.
  - (i) 32" LCD TV (with DVD player) fitted on one side of the cabin.

- (j) Stainless steel Wash Basin with foot operated motorized tap in both compartments equipped with soap dispenser, towel hanger, viewing mirror; dust bin under Wash Basin.
  - (k) Two water storage Tanks: one for fresh water 200 Ltr and one for waste water storage with suitable inlets & outlets.
  - (l) Chemical toilet with light & Fan (220 volt).
  - (m) Light (LED) and Fan fittings in both the compartments with sockets and switches.
  - (n) All fire safety measures.
- \* These are Tentative Specifications which are likely to change as per Para-6 & 7 of the “Invitation to Tender” Letter.

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**NATIONAL INSTITUTE OF CANCER PREVENTION AND RESEARCH (ICMR)  
PLOT NO. I-7, SECTOR-39, NOIDA – 201301  
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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 Tanderers’ 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. **EMD of Rs. 10,000/-** in the form of a Crossed Bank Draft in favor of “**The Director, ICPO, payable at “Noida” to accompany the final Technical Bid.** The Tender without the EMD will be rejected summarily. No interest is payable on EMD which should be valid for at least 150 Days. EMD of un-successful 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 Items 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.
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. **Warranty** – The warranty 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 Warranty 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 Warranty Period.
12. **Force Majeure**
  - (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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