

**ICMR - NATIONAL INSTITUTE OF CANCER PREVENTION AND  
RESEARCH**

**Plot No. I-7 SECTOR-39 NOIDA – 201301**

NICPR/ NICPR/ STORE/HTL-RTPCR KIT TENDER/2021-22

DATE: 20.04.2021

**TERMS AND CONDITIONS OF THE TENDER**

1. Bidders/Tenderers are to submit the tender document on the Tender Application Form as per Annexure-II
2. The Bidders/Tenderer should clearly mention whether they are the Manufacturer or authorized Dealer/ agent of the Manufacturers. In case the bidder is dealer/distributor/agent, the latest letter of authorization from the Manufacturer should be submitted along with the Bid.
3. **Document Download:** The tender form can be downloaded from the website:  
[www.icmr.nic.in](http://www.icmr.nic.in); [www.nicpr.res.in](http://www.nicpr.res.in) and <https://eprocure.gov.in/eprocure/app> directly.
4. Bids shall be submitted online only at CPP portal using valid Digital Signature Certificates.
5. Fax/Emailed tenders will not be accepted.
6. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of their own, such conditional tender is liable to be rejected.
7. No advance payment will be given at any level. Payment will be made on receipts of goods/kits/ duly accepted by NICPR as per prescribed technical specifications.
8. **Inspection and Acceptance of Item** – Acceptance process of the item Real-Time Fluorescent RT-PCR Kit for Detecting SARS-CoV-2 supplied will be considered to be completed only after successful inspection of the item at NICPR, Noida, and duly certified by the User Division and Countersigned by the Director NICPR, Noida.
9. Price Bids of only technically qualified tenderers will be opened. For calculation of Lowest (L-1) responsive bidder, the total value quoted for **multiplex Real-Time Fluorescent RT-PCR Kits for diagnosis of SARS-CoV-2** inclusive of all taxes/charges will be taken into consideration i.e., FOR basis (NICPR NOIDA). In case there is a Tie of L-1 rates, further negotiations may be made with L-1 bidders

by the Authorized representative of the Institute or as decided by the Director, NICPR.

10. The 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. The Director ICMR-NICPR NOIDA reserves the right not to accept or reject any tender without assigning any reason/justification/explanation.
11. 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.
12. **Agency Commission** For imported goods, the Tenderer should clearly mention the Agency Commission separately in the Price Bid, failing which tender will be rejected. The agency commission, if any, will be paid in Indian Rupees in India only after acceptance of item (Real-Time Fluorescent RT-PCR Kit for Diagnosis of SARS-CoV-2)
13. Each page of the uploaded document should be dated, signed and stamped by the bidder for certification purpose.
14. **Rates:** Rates should be quoted in INR only.
15. **Validity:** The quoted rates shall remain valid for 160 days from the closing date of bid.
16. **EMD:** The bidder should submit Rs. 15,00,000.00 as EMD along with their bids in the form of Demand Draft/Pay order in favor of “Director, NICPR, NOIDA” Payable at Noida. The tender without the EMD will be rejected summarily. **No interest is payable on EMD. A scanned copy of EMD needs to be uploaded with technical bid. EMD will be exempted subject to submission of MSME and SSI certificate.**
17. The Earnest Money is liable for forfeiture in the event of: (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer or non-furnishing of Performance Guarantee and (d) Any unilateral revision made by the bidder during the validity period of the offer.
18. EMD shall be deposited with Store In-charge of NICPR, Noida on any working day between 10 am to 4 pm before submission of final online bid.
19. **Performance Bank Guarantee (PBG):** The selected applicant/successful bidder shall have to submit PBG of 10% of the estimated total purchase value from any scheduled commercial bank in the form of Bank Guarantee in favour of “NICPR” payable at Noida, immediately on acceptance of rates by the NICPR. PBG will be released after successful supply/delivery of entire contractual quantity of samples/kits.

20. Bidders must enclose the status of bidder/tenderer and checklist/technical compliance statement duly filled-in and signed by Authorized person with the technical bid (**Annexure III and IV**).
21. The Tenderer should ensure that the item (Real-Time Fluorescent RT-PCR Kit for Diagnosis of SARS-CoV-2) offered fully meet(s) the Specifications laid down by the Institute. If at any stage (even after placement of order) it is noted that the item (Real-Time Fluorescent RT-PCR Kit for Diagnosis of SARS-CoV-2) offered does not meet the specifications, The Director, NICPR Noida reserves the right to take any decision including cancellation of the Tender/offer/Purchase Order etc. with forfeiture of EMD as the case may be. Any dispute in this regard concerning any Terms and Conditions of the Tender and/or the supply of Real-Time Fluorescent RT-PCR Kit for Diagnosis of SARS-CoV-2 will be subject to Gautam Budh Nagar, UP jurisdiction only.
22. The tender must be clearly typed without any cancellations / corrections.
23. In case of any clarification asked by NICPR regarding the bid, the bidder must clarify the query within 24 (twenty-four) hours of our e-mail.
24. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.
25. Bidders/tenderers are required to submit separate bids i.e Technical and financial bid. Combined bids (Technical & Financial) will not be accepted and shall be rejected straightaway.
26. Technical Bid: The following documents are to be furnished by the bidder along with Technical Bid:
  - i. Signed and scanned copy of EMD or exemption certificate of MSME/SSI.
  - ii. Signed and scanned copy of Certificates like Registration certificate, PAN No, GST registration certificate etc. (status of bidder as per **Annexure-III**).
  - iii. Signed and Scanned Copy of Tender Acceptance Letter & Letter of authorization to submit bid (**Annexure-V**).
  - iv. Signed and Scanned Copy of Checklist/technical specification compliance sheet on vendor letter Head and available illustrated literature/Catalogue in support of above compliance statement should accompany the Bid. (**Annexure-IV**).
27. Financial/Price Bid: Price Bid with break-up is to be made on the Vendor's Letter Head, duly stamped and signed as per **Annexure-VI**. **Bidder is also required to give undertaking regarding reasonableness of rates as per Annexure- VII with signature, date and seal on the letter head of the company/firm regarding offered rates are not higher than the rates at which the same item is supplied/delivered to any other Government Department/ABs etc. In case it is found that contractor**

**is supplying the same item at lower rate elsewhere than this Institute, appropriate action will be initiated by the Institute by recovery of additional cost and/or blacklisting of the firm/company.**

28. **GST Certificates & TDS:** Scanned Copy of GST Certificate must be uploaded with technical bid. Appropriate GST deduction at source will be applicable
29. Concessional GST @ 5% will be applicable as per GOI norms for research institutes. In this regard, NICPR Noida will provide GST concession certificate (DSIR) to the successful bidder.
30. **Late and delayed quotation:** Late and delayed tender/bids will not be considered. In case any unscheduled holiday occurs on the prescribed opening date, the next working day shall then automatically be the prescribed date of opening of the tender with no change in timing.
31. **Ground for Rejection of bids:** The bids are liable to be rejected if any one or more tender terms and conditions are not complied with. The bids should be complete in all respects. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. Further, Director NICPR has the right to reject any tender without assigning any reason/justification/explanation.
32. **Payment:** Payment will be made through RTGS / FUND TRANSFER. Following information must be clearly written in the uploaded bank details for RTGS / FUND TRANSFER: -

(a) Name of the Firm with complete postal address

(b) Name of the Bank with Branch where the Account exist (within India)

(c) IFSC CODE

(d) ACCOUNT No

(e) PAN No

(f) GST No

33. **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, from the Original delivery date given in the Purchase Order, subject to maximum LD of 5%, beyond which the Purchase Order may be cancelled in Toto without any financial liability on the part of NICPR, Noida. The LD so levied will be recovered from the vendor. For calculation of the LD, any fraction of the week (i.e. less than Seven Days) will be considered as a week. In case of no supply or delayed supply, the purchases may be made from open market and extra payment made by the Institute, if any, shall be recovered from the bidder/tenderer from other outstanding bill(s)/PG.

34. All damaged, unapproved or defective items shall be replaced by the vendor at its own cost within 5 days. Any incidental expenses incurred by the Institute thereon shall be recovered from the vendor.

35. **Termination for default:** Default is said to have occurred

- (a) If the bidder fails to do complete the work order within the time period(s) specified in the work order or during the extension period thereof granted by NICPR, Noida.
- (b) If the bidder fails to perform any other obligation(s) under the contract
- (c) If the bidder, in either of the above circumstances, does not take remedial steps within a period of 5 days after receipt of the default notice from NICPR, Noida (or takes longer period in spite of what NICPR, Noida may authorize in writing), NICPR, Noida may terminate the contract / work order.

36. **Applicable Law:**

- (a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing, as may be applicable upon NICPR, Noida.
- (b) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Gautam Budh Nagar, UP, India only.
- (c) Any dispute arising out of this work shall be referred to the Director NICPR, Noida, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, (to be appointed by the Director of the Institute). The decision of such Arbitrator shall be final and binding on both the parties.

37. **Important:** The Director may accept or reject any or all the bids in part of or in full without assigning any reason and is not bound to accept the lowest bid. The institute at its discretion may change the quantity / upgrade the criteria / drop any item, at any time before placing the purchase Order.

38. Printed conditions of the firm, if any, will not be binding on the Institute, if given, will lead to cancellation of bid.

39. The technical qualified bidder will be required to submit RT-PCR kits for 100 reactions in the HTL Lab, NICPR within 04 days of receipt of the communication in this regard from the institute. These kits will be evaluated by the technical evaluation Committee/User department of the institute. Therefore, financial bids of over all technically qualified bidders(technically as well as whose kits found satisfactory) will only be opened for consideration of award of purchase order.

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**Technical Specifications**

1. The Real-Time Fluorescent RT-PCR Kit should provide confirmative diagnosis of SARS-CoV2, in nasopharyngeal swabs, throat swabs and broncho alveolar lavage fluid from suspected COVID-19 patients.
2. The kit should include following components:
  - i. Reaction mix for amplification: Taq polymerase, reverse transcriptase, dNTPs, primer and probes for confirmative diagnosis of SARS-CoV2, and primer and probes for internal reference.
  - ii. Positive control- RNA/DNA templates of viral targets
  - iii. Blank control or DNase/RNase free water
3. The kit should have storage and shelf life temperature at approximately -18° C for at least 06 months. It should be stable in cold storage transportation.
4. The kit should contain only three fluorophores - ROX, HEX and FAM
5. Kit should be a Multiplex Kit i.e. In single reaction it should be able to amplify Two (2) viral targets and one internal control with three Taq man probes bearing FAM, HEX, ROX reporter dyes and standard quenchers in each probes
6. The kits shall be IVD approved

## Annexure-II

### Tender Application Form (On the letter head of bidder/OEM)

To,  
The Director,  
ICMR - National Institute of Cancer Prevention and Research  
I-7, Sector 39, NOIDA -201301

**Sub: Offer for SUPPLY OF REAL-TIME FLUORESCENT RT-PCR  
KIT FOR DIAGNOSIS OF SARS-COV-2-Reg.**

Madam,

I \_\_\_\_\_ for and on behalf of M/s.  
\_\_\_\_\_

beg to offer the Technical as well as financial bid for participation in the Tender invited by the Institute for supply of multiplex Real-Time Fluorescent RT-PCR Kit for diagnosis of SARS-CoV-2 for about 7,50,000/- reactions (seven lakhs and fifty thousand reactions) which is as under:

1. It is certified that all the terms and conditions are acceptable to us and agree to abide by all the said terms and conditions.
2. It is certified that we agree to keep this offer valid for a period up to 160 days and will provide further extension of validity, if required.
3. It is certified that the necessary agreement will be executed within seven days on the non-judicial paper of Rs 100/- as token of acceptance and execution of the contract on the accepted terms and conditions of the tender.
4. It is to certify that I/we have read the above terms & conditions and technical specification. My/our bid is complying all the requirements and no additional information/suggestion, terms & conditions have been quoted by us in the bid. No terms & condition, technical specification has been altered/changed/amended/denied by us in the bid.

Encl: As above.

Date:

Signature with seal/stamp

Place:



## Annexure III

### Status of Bidder/Tenderer

1.	Name of the Bidder/Tenderer (in full)	
2.	Registration No.	
3.	PAN No	
4.	GST No.	
5.	Authorities with whom registered	
6.	Name & Address of the Proprietor/ Partners / Directors / Authorized Attorneys with full Address, Telephone No. and Email I.D.	
7.	Name of the Bankers & Address with telephone nos.	

Signature & Name with Designation of Tenderer with stamp and date

**Checklist/Technical Compliance Statement**

<b>S. no</b>	<b>Clause</b>	<b>Bidders confirmation (YES or NO)</b>	<b>In case YES, link Page number</b>
1.	Presence of signed and stamped compliance sheet suggesting compliance of bidder with all the T&Cs of the Tender		
2.	Signed and scanned copy of EMD or Exemption certificate .		
3.	Signed and scanned copy of Certificates like Registration certificate, PAN No, GST registration certificate etc. (status of bidder as per Annexure-III)		
4.	Signed and Scanned Copy of Tender Acceptance Letter & Letter of authorization to submit bid (Annexure-V)		
5.	Signed and Scanned copy of protocol/leaflet/Boucher of MULTIPLEX REAL-TIME FLUORESCENT RT-PCR KIT FOR DIAGNOSIS OF SARS-COV-2 offered by the Tender		
6.	Copy/Proof of IVD approval		
7.	Performance of the Samples/Kits	(To be filled by Institute only)	

**Signed & Stamp of Bidder with company seal**

**Undertaking**

I have gone through all the terms and conditions and undertake to abide by them. I agree that in case I have not followed any terms and conditions and have provided wrong and misleading information my offer shall be rejected without any reason being assigned to me.

**Seal**

**Authorized Signatory of the firm with date, signature and**

**To be submitted in Financial/Price bid**

Sample of Price Bid Tender Inviting Authority : Director, NICPR  
 Name of Work : For supply of multiplex Real-Time Fluorescent RT-PCR Kit for diagnosis of SARS-CoV-2 in NICPR, NOIDA Campus  
 Contract No :  
 Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE**

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)  
 (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl.No.	Item description	Item code/make/model/company name	Quantity	unit	Rate in figures(to be entered by the bidder in INR (as per tender document)	Total amount INR without taxes	Amount of taxes in INR	Total amount in INR with taxes	Total amount in figures
1	2	3	4	5	6	7	8	9	10
1.	Supply of multiplex Real-Time Fluorescent RT-PCR Kit for diagnosis of SARS-CoV-2		One reaction	One reaction					
1.1	--do--		7,50,000	(mentioned unit rate)		(mention total cost in INR of	(mention total taxes	(mention total cost inclusi	

						kits for 7,50,00 0 reactio ns)	in INR for kits for 7,50,0 00 reactio ns	ve of all taxes in INR for 7,50,00 0 reactio ns)	
1.2	Agency Commissi on, if any in INR								
3.	Total cost								

**Imp:** No transportation, loading/unloading charges and any other kind of charges will be levied/claimed/charged.

Signature with date and seal of Authorized Signatory

**Annexure-VII**

**Undertaking regarding reasonableness of rates**

It is certified that rates quoted by the company/firm/agency are fair and reasonable and these rates are not higher than the rates at which multiplex Real-Time Fluorescent RT-PCR Kit for diagnosis of SARS-CoV-2 is supplied/delivered to any other Government Department/ABs etc.

Place:  
seal/stamp  
Date :

Signature with date and

**Note: (to be submitted on the letterhead)**