

**ICMR - NATIONAL INSTITUTE OF CANCER PREVENTION AND  
RESEARCH, Noida – 201 301 (U.P.)**

NICPR/Store/Cotinine Samples/Astra Proj./Dr.Prashant/2020-21

Dated: 09<sup>th</sup> April, 2021

E-PROCUREMENT MODE

E-tender for

**Testing of Cotinine in human salivary samples**

Documents to be submitted online only

Last Date of Bid Submission: **30/04/2021**

ICMR-National Institute of Cancer Prevention and Research

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

NICPR/Store/Cotinine Samples/Astra Proj./Dr.Prashant/2020-21

Dated: 09.04.2021

NOTICE INVITING E-TENDER

**(E-Procurement mode only)**

1. E-bids are invited in two bid system by the Director ICMR - National Institute of Cancer Prevention and Research, I-7, Sector 39, NOIDA-201301 from GLP, NABL or GCP accredited laboratory for “**Testing of Cotinine in human salivary samples**”. It should be ensured that bidders fulfilled the technical specifications for testing mentioned in **Annexure-I**.
2. The bidder should strictly adhere to the general terms and conditions and special terms and conditions stipulated in the tender document.
3. In case any bidder fails to follow any one or more terms and conditions of the tender notice, their bid shall be summarily rejected.
4. The tender documents containing general and special terms and conditions and specifications for testing of Cotinine in human salivary samples may be downloaded from the website [www.nicpr.res.in](http://www.nicpr.res.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) . The last date for submission of tender is **30/04/2021**. The technical bid will be opened online on **03/05/2021**.
5. **TWO BID SYSTEM** shall be followed for **Testing of Cotinine in human salivary samples**:  
(i) Technical Bid (ii) Financial Bid.
6. Detail of EMD, estimated number of samples to be tested, work completion period would be as under:

<b>Name of the work</b>	<b>Testing of Cotinine in human salivary samples</b>
Earnest Money Deposit	<b>Rs. 10, 000.00</b> in the form of Bank Draft/Pay order in favour of “Director NICPR, Noida” payable at Noida from any Nationalized

	Bank issued not before the date of publishing of the tender.
Number of samples to be tested	<b>120 approximately</b>
Work Completion Period	<b>12 (twelve) Months after award of the work.</b>

7. Document Download: The tender form can be downloaded from the website: [www.nicpr.res.in](http://www.nicpr.res.in) and <https://eprocure.gov.in/eprocure/app> directly.
8. Bids shall be **submitted online only** at CPP portal: <https://eprocure.gov.in/eprocure/app> 9. The Critical Dates Sheet is as under:

### **Critical Dates**

Publication date	09/04/2021
Bid Submission Start Date (online)	09/04/2021
Clarification, if any, may be sent to <b>email</b> <b><a href="mailto:director.nicpr@icmr.gov.in">director.nicpr@icmr.gov.in</a></b>	09/04/2021
Last date of Bid Submission (Online) [Technical & Financial]	30/04/2021
Technical bid Opening date	03/05/2021

10. Hard copy of only complete technical bid document uploaded on the CPP portal duly signed on every page needs to be submitted by hand at Director ICMR-NICPR, NOIDA office on next working day of bid submission end date. The hard copy will be used only for evaluation purpose. Only submission of hard copy will not be counted as tender submission. It should be ensured that there is no discrepancy between the technical bid submitted online on CPP portal and hard copy submitted to this office. However, despite this, in case of any discrepancy/mismatch in two sets of technical bids, online technical bid shall be accepted as final.

DIRECTOR  
NICPR NOIDA

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NICPR/Store/Cotinine Samples/Astra Proj./Dr.Prashant/2020-21

Dated: 09<sup>th</sup> April, 2021

**GENERAL TERMS AND CONDITIONS**

1. Bidders/Tenderers are to submit the tender document on the Tender Application Form as per Annexure-I
2. No advance payment will be given at any level. Payment will be made on quarterly basis only after receipt of reports of the sample tested during the quarter and validation reports from the testing lab during the quarter and are found satisfactory by the user/Director NICPR NOIDA. **Bidder/tenderer will submit/furnish the test reports of samples within one month after receipt of sample. In case Bidder/tenderer failed to submit/furnish the test reports within one month, liquidated damage as prescribed in clause 21 will be applicable.**
3. Price Bids of only technically qualified tenderers will be opened. For calculation of Lowest (L-1) responsive bidder, the total value quoted for Testing of Cotinine in human salivary samples 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.
4. 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.
5. Bidder should sign and stamp each uploaded document for certification purpose.
6. **Rates:** Rates quoted for Testing of Cotinine in human salivary samples in INR only.
7. **Validity:** The validity period of the bid should be clearly specified. However it should have validity of at least 120 days from the closing date of bid.
8. **EMD:** The bidder should submit Rs. 10000/- 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 MSMI and SSI.**
9. 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.
10. 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**).

11. The tender must be clearly typed without any cancellations / corrections.
12. 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.
13. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.
14. 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.
15. **Technical Bid:** The following documents are to be furnished by the bidder along with Technical Bid:
  - i. Signed and scanned copy of EMD.
  - 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.
  - iv. Signed and Scanned Copy of Checklist/technical specification compliance sheet(**Annexure-IV**).
16. **GST Certificates & TDS:** Scanned Copy of GST Certificate must be uploaded with technical bid. Appropriate GST deduction at source will be applicable
17. **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-V**.
18. **Late and delayed quotation:** Late and delayed tender/bids will not be considered. In case any unscheduled holiday occurs on a prescribed opening date, the next working day shall then automatically be the prescribed date of opening of the tender with no change in timing.
19. **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 have the right to reject any tender without assigning any reason/justification/explanation.

20. **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

21. **Liquidated Damage:** If a firm accepts an order and fails to execute the work in part or in full, as per the terms and conditions, it will be open to the institute to recover the liquidated damages from the firm at the rate of 0.5% per week subject to a maximum of 2.5% of the order value. After the maximum limit of 2.5% the work order will be declared cancelled with no cost to ICMR-NICPR. Defaulter vendor(s)/ firm(s) are also liable for blacklisting.

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

(a) If the bidder fails to do the work 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.

23. **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.

24. **Important:** The Director may accept or reject any or all the bids in part 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 work Order.

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

26. In case of conflict between any of the clauses of General terms and conditions and special terms of conditions, the clause of special terms and conditions will prevail.

All the information/instruction given in this whole tender document at any level will be the part of the tender document and must be complied in all respects.

## SPECIAL TERMS AND CONDITIONS

1. The bidder shall raise the bills on their letter head as per the terms and conditions of tender document.
2. The bidder will provide laboratory investigations and no payment will be made to them for investigations which are not mentioned in the referral form.
3. NICPR can send its scientists prior to and after the award of tender to check the quality of services and other necessary certification. Due support must be given to all the committee members. Scientists can also check the testing of samples.
4. In case the user scientist/s are not satisfied with the one or more results of the laboratory, the laboratory must repeat the sample/s addressing the issues raised by the scientists and share the raw data and final report. In case the laboratory fails to do so the contract can be revoked and no payment will be given by the NICPR.
5. The bidder must certify that they are fulfilling all special conditions that are required for testing samples and must provide the certificate in original as and when asked by NICPR.
6. Performance Bank Guarantee: The selected applicant shall have to submit PBG 10% of total PO value from any scheduled commercial bank in the form of Bank Guarantee in favour of Director, "NICPR" payable at Noida, for the period of empanelment and another two months.
7. No interest will be paid on EMD.
8. In case the successful tenderer declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited. **Further, EMD of successful bidder will be treated as Security Deposit and will be released after successful completion of entire work.**
9. "Force majeure" will be applicable to the agreement made.
10. Statutory requirement: The lab/labs of bidder must fulfill all statutory requirement.
11. The bid shall be valid for 120 days from the date of opening.
12. The financial Bid of only those bidders whose technical bid is accepted by the "Technical evaluation committee", shall be opened.
13. COLLECTION OF SAMPLES: The Successful bidder shall make his own arrangement at his cost to get the samples collected from NICPR, NOIDA in ideal conditions specific for the samples. At a time about 10 or more samples will be provided to the lab and reports of these samples are to be furnished within one month from the date of receipt of samples.



14. PENALTY CLAUSE: the bidder can't be denied on the pretext of non-availability of Specialists/ nonfunctioning of equipment's etc. failing which investigations may be done from other lab with same accreditation and any excess payment made to the other lab will be borne by the bidder. All the certifications of the other lab will be also verified by the NICPR. NICPR reserve the right to cancel the tender if it is found that the bidder or the testing laboratory is unfit for testing the samples.
15. The sample testing report must be prepared as per the requirement with NIPCR. The report must at least contain
  - a. Quantity of cotinine in each sample
  - b. Raw data must be provided in both hard and soft copy
  - c. Values of positive and negative controls
16. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance parents and their children or other close relations who have business relationship with one another [i.e., when one or more partner(s)/director(s) are common] be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to be rejected.
17. The samples will be sent in batches of approximately 10 (ten) plus-minus 5 samples.

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**Annexure-I**

Technical Specifications for Testing of Cotinine in human salivary samples

1. The quantitative analysis of cotinine in the saliva samples is required.
2. The storage of saliva samples should be in -20°C.
3. The tender must be for a single sample analyzed using Liquid Chromatography Tandem Mass Spectrometry (LC-MS/MS). Approximately 120 samples will be sent for testing
4. The testing lab should have Good laboratory practice (GLP), National Accreditation Board for Testing and Calibration Laboratories (NABL) or Good clinical practice (GCP) accreditation
5. The test must be run as per bioanalytical guidance issued by the US FDA.
6. The testing of cotinine needs to be performed in the following manner –
  - a. Extraction method – liquid-liquid extraction, followed HILIC chromatography using UPLC with solid core columns
  - b. Detection method – LC-MS/MS
  - c. Standard to be used – cotinine-D3
7. The testing lab has to provide validation report for the detection of cotinine from concentration range of 1 to 750 ng/ml
8. The testing lab must provide us the following data-
  - a. Complete validation report including repeatability, sample recovery etc.
  - b. Complete analysis report

*It is to certify that I/we have read the above terms & conditions along with technical specifications for Testing of Cotinine in human salivary samples. My 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.*

Date:

Signature of the authorized bidder with seal

**Attention for bidders:** All the Terms & Conditions along with Technical Specifications should be returned duly stamped and signed in Toto without any alteration/suggestion/change/comment along with supporting documents.

**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 Testing of Cotinine in human salivary samples with all necessary scientific laboratory equipment and works of the tender and -Reg. No. \_\_\_\_\_**

Madam,

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

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beg to offer the Technical as well as financial bid for participation in the Tender invited by the Institute for the **Testing of Cotinine in human salivary samples** and state 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 120 days and will provide further extension of validity, if required.
- 3.It is certified that the necessary agreement will be executed within 14 days on the nonjudicial 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 for cotinine testing. My 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:

Place:

Name:

Stamp

## 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

## Annexure-IV

### Checklist/Technical Compliance Statement for cotinine testing

<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.		
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		
5.	GPL, GCP or NABL Accreditation certificate enclosed		
6.	Bidder confirms storage of all samples in -20°C in the lab		
7.	Bidder confirms to perform the tests as per the bioanalytical guidance issued by the US FDA		
8.	Bidder confirms presence/procurement of cotinine-D3 (control for testing)		
9.	Bidder confirms presence of LC-MS/MS in the institute		
10.	Bidder confirms to repeat one or more samples multiple times until the user scientist/s at NICPR are satisfied with the results		
11.	Bidder confirms to provide validation report, all raw data and final report in soft and hard copy		

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

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

Sample of Price Bid Tender Inviting Authority: Director, NICPR  
 Name of Work : Testing of Cotinine in human salivary samples 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	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	4	5	6	7	8	9	10
1.	Testing of Cotinine in human salivary samples do--	120 samples	(mentioned unit rate)		(mention total cost in INR of 120 samples)	(mention total taxes in INR Of 120 samples)	(mention total cost inclusive of all taxes in INR of 120 samples)	

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

Signature with date and seal of Authorized Signatory