

ICMR - NATIONAL INSTITUTE OF CANCER PREVENTION AND RESEARCH
Plot No. I-7 SECTOR-39 NOIDA – 201301

NICPR/Store/Proj/ASTRA/Dr. Prashant/Nicorette Gum/2019-20

Dated: 20th May, 2020

Last date for submission of Re-Tender: - 10.06.2020 at 04:00 P.M.

TERMS AND CONDITIONS OF THE Re-TENDER FOR SUPPLY OF NICOTEX GUM (Cipla):

1. The Director, NICPR, Noida, invites e-tender for supply of Nicotex Gum(Cipla). The bidders may go through the terms & conditions carefully. In case of any bidder fails to follow any one of more of these conditions, the offer shall be summarily rejected.
2. **Single Bids System:** - Tender for Nicotex Gum(Cipla) is to be **submitted as per “Single Bids” System.**“**Bid(s) should accompany a scanned copy of EMD(s)**” and Line-wise confirmation of the proposed Specifications on Vendor’s Letter Head. Bids will be accepted only, either from the Manufacturer or their Authorized Dealers/Distributors/Suppliers/Agents for Supply of Nicotex Gum(Cipla).
3. The Tenderer should clearly mention whether they are the Manufacturer or authorized Dealer/ Agent/Distributors/Suppliers of the Manufacturers. In the case of Dealer/ Agent/Distributors/Suppliers, latest letter of authorization from the Manufacturer should be submitted along with the Technical Bid.
4. A copy of Specification compliance sheet on vendor letter Head and available illustrated literature/Catalogue in support of above compliance statement should accompany the Bid.
5. **Acceptance of Offer/Tender** –For calculation of Lowest (L-1) responsive vendor, the total value of item (Nicotex Gum) quoted for **Free of Cost Delivery at NICPR, Noida** will be taken into consideration. In case of Tie at L – 1 rates, **further negotiations** may be made, at the discretion of the Director, NICPR, Noida, or **Shortest Delivery period** or any other criteria decided by the Director, NICPR, Noida may be used to decide the L – 1. Decision of the Director, NICPR, Noida in this regard will be final.
6. 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.
7. Fax/E-mail/Conditional tender will not be accepted.
8. The Total Payable cost is to be quoted for **FOR** at NICPR, Noida. Tenders **not mentioning** total cost for free delivery to NICPR, Noida will be **summarily rejected**.
9. NICPR Noida will provide GST concession certificate (DSIR) to the successful bidder.
10. 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.

11. The Tenderer should ensure that the item (Nicotex Gum) 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 (Nicotex Gum) 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 Nicotex Gum will be subject to Noida Jurisdiction only.
12. 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.
13. Statutory levies and duties quoted in purchase order will be final and if any change, over and above the rates quoted in our purchase order will be borne by the tenderer. The Institute shall not extend validity period for any reason and it will not bind the Institute for receiving the supplies beyond the date specified in the Purchase Order.
14. **Inspection and Acceptance of Item** – Acceptance process of the item (Nicotex Gum) supplied will be considered complete only after successful inspection of the Item at NICPR, Noida, duly Certified as such by the User and Countersigned by the Director NICPR, Noida.
15. **EMD**: The Bidders should submit Rs. 20,000/- as EMD along with their bids in the following forms. A scanned copy to be enclosed along with Bid. The original EMD must reach at the office of the Store Section, Room No. 210 NICPR, Noida, before opening of Tender. Tender without the EMD will be rejected summarily. No interest is payable on EMD which should be valid for at least 90 Days. EMD of un-successful Bidders will be released on finalization of Purchase Order. EMD will be exempted subject to submission of MSE.
 1. Account Payee Bank Drafts in favour of “**The Director, NICPR**”, payable at “**Noida**” OR
 2. **RTGS/NEFT – Account Number – 32383681687**
Account Holder Name – DIRECTOR I.C.P.O
IFSC Code – SBIN0011486
16. Price Bid with break-up is to be made on the Vendor’s Letter Head, duly stamped and signed.
17. **Payment** – 100% Payment in INR only for the item (Nicotex Gum) will be made after acceptance of the item as per Para 14 above, on submission of the invoice, acceptance Certificate (Para – 14). No separate payment clause is to be offered/mentioned by the vendor/Tenderer in its Quotation which may entail rejection of the said Tender in Toto.
18. Delivery period shall be 30 days from the date of issuing purchase order.
19. If the tenderer fails to execute the Purchase Order within the specified delivery date, the Order will be cancelled and EMD will be forfeited.
20. The Validity of Tender should be 90 days from the date of opening of tender.
21. 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.

- 22. 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 NICPR, 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.
- 23.** ICMR – NICPR, Noida reserves the right to reject any tender/bid wholly or partly without assigning any reason.
- 24. All the pages of these Terms & Conditions are to be duly signed by the Vendor and returned/attached** with the Bid, failing which the Tender will be summarily rejected.

For Director
ICMR-NICPR, Noida

I/We agree to abide by all the terms and conditions mentioned as above.

(Signature of the authorized tenderer)

Encl: - Check list with all supporting documents.

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Specifications

<u>Sr. No.</u>	<u>Item Description</u>	<u>Quantity Needed</u>		
1.	<u>Nicotex Gum (2 mg) Cipla</u>			
	● Fresh Mint Flavour	12,600 tablets		
	● Paan Flavour	5,880 tablets		
		<table border="1"><tr><td>Total</td><td>18,480 tablets</td></tr></table>	Total	18,480 tablets
Total	18,480 tablets			
2.	<u>Nicotex Gum (4 mg) Cipla</u>			
	● Fresh Mint Flavour	25,200 tablets		
	● Paan Flavour	11,700 tablets		
		<table border="1"><tr><td>Total</td><td>36,900 tablets</td></tr></table>	Total	36,900 tablets
Total	36,900 tablets			

Check List

Demand Draft of E. M. D in favor of “Director NICPR”	DD No: _____Dt. _____Rs.
Bid enclosed (Yes/No)	
Technical Specifications duly filled in(Yes/No)	
Certificate of manufacturer’s/authorization of agent (Yes/No)	
Detailed Literature in original of quoted items attached (Yes/No)	
Highlighted the specification in the literature with marker (Yes/No)	
Copy of ISO/International Certification (Yes/No)	
Other Documents if any attached	

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.

Authorized Signatory of the firm
(with Seal)