

Dr. Ram Manohar Lohia Institute of Medical Sciences  
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e-bid Ref no: 2930/Dr.RMLIMS/MM(eq)/2021-22

Dated: 01 . 11 .2021

**Re-Tender/e-Bid Notice (1<sup>st</sup> time offer)**

With reference to e-tender no. 1218/Dr.RMLIMS/MM(eq)/2021-22 dated 16.07.2021, for the Rate Contract & supply of Installation of Maintenance free ID-NAT (PCR/TMA) have been cancelled. Therefore, those who have already submitted their offers against above advertisement are also required re-submit again and they are required to deposit tender fee and EMD afresh and enclose its proof in technical bid as per tender terms & conditions, along with their complete offer. Earlier EMD deposited against the above cancelled tenders will be refund to the bidder on their request.

e-Bids can be submitted from 08 .11.2021 to 29.11 .2021 & will be opened on 30 .11.2021 or afterwards. The details of submission of e-Bids are available on e-tender portal <http://etender.up.nic.in> and website [www.drrmlims.ac.in](http://www.drrmlims.ac.in). The Director reserves the right to cancel e-Bids or annul the bidding process without assigning any reason thereof.

**Director**

## **Request for Proposal (RFP)**

**Bid Ref. no.:**1218 Dr.RMLIMS/MM(eq)2021-22

**Dated:** 16 /07/2021

Purpose	Installation of maintenance free ID-NAT (PCR/TMA) for the department of Blood Bank equipment at no cost basis against the purchase of consumables for all routine tests & investigations
Date of publication of NIT	01.11.2021
Starting date of submission of bid	08.11.2021
Closing date & time of submission of bid	29.11.2021 upto 05:00 PM
Date & time of opening of Technical bid	30.11.2021 at 01:00 PM
Website for submission of bid	e-Tender portal <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
Venue of opening of e-Bids	Dr. Ram Manohar Lohia Institute of Medical Sciences, Vibhuti Khand, Gomti Nagar, Lucknow - 226010 (UP)
Cost of e-Bid (Non-refundable)	The tenderers shall deposit the required tender fee (non-refundable) of Rs. 2360.00 i.e. Rs. 2,000.00 + Rs. 360.00 as GST @18% (Rs. Two Thousand only + Three Hundred Sixty as GST @18%) online in favour of Director, Dr.RMLIMS, Lucknow, as per the details given in Clause no. 11.2. The proof of online submission should be submitted in first part i.e. technical bid.
EMD (Refundable)	Rs. 100000/- (One Lacs) online in favour of Director, Dr.RMLIMS, Lucknow, as per the details given in Clause no. 11.2. The proof of online submission should be submitted in first part i.e. technical bid.
Performance Security (Refundable)	Rs. 200000/- (Rs. Two Lacs Only) in shape of PBG / TDR / FDR in favour of "Director, Dr. Ram Manohar Lohia Institute of Medical Sciences, Lucknow"
Period of contract	Five years from the date of satisfactory installation
Bid validity	One year from the date of submission of e-Bid
e-Bid Inviting Officer	The Director
E-mail address	<a href="mailto:directorrrmlims@gmail.com">directorrrmlims@gmail.com</a> , <a href="mailto:jdmrml@gmail.com">jdmrml@gmail.com</a> ,
Website of the Institute	<a href="http://www.drmlims.ac.in">www.drmlims.ac.in</a>
Contact numbers	0522-4918504, 0522-4918514, 0522-4918502, 0522-4918503, 0522-4918510
Fax number	0522-4918506

## **SECTION I** **INSTRUCTIONS TO BIDDERS**

1. All bidders are advised to study the e-Bid document carefully.
2. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with due understanding and its implications.
3. e-Bid document is available on e-tender portal <http://etender.up.nic.in>. All interested bidders may view and download e-Bid document and may submit e-Bids online only on e-tender portal <http://etender.up.nic.in>.
4. All required documents must be uploaded by the bidders electronically in the PDF format. It is suggested that the PDF files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal <http://etender.up.nic.in>.
5. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label.

### **6. CONTENTS OF E-BID DOCUMENT**

Supply & installation of maintenance free equipment at no cost basis in Blood Bank are prescribed in the bidding documents. The bidding document includes:

Section I: Instructions to Bidders

Section II: Bidder's Eligibility Criteria

Section III: Standard Terms and Conditions

Section IV: Technical Bid (Part - I) & Prequalification Forms

Section V: Scope of Work / Schedule of Requirement

Section VI: Format for Submission of Financial Bid(Part - II)

All bidders are expected to examine all instructions, forms, terms and conditions, requirements and qualifications in the e-tender documents. Failure to furnish all the information required as per the bidding documents or submission of e-Bid in every respect will be at the bidder's risk and may result in the rejection of his e-Bid.

### **7. AMENDMENT OF E-TENDER DOCUMENT**

At any time prior to the deadline for submission of e-Bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-tender document by amendments. Such amendments shall be posted/ uploaded on the e-tender portal <http://etender.up.nic.in> through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the e-tender documents shall be treated as amended accordingly.

**7.1** It shall be the sole responsibility of the prospective bidders to check the e-tender portal <http://etender.up.nic.in> from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, the Institute shall not be responsible for any negligence on part of the bidder.

**7.2** In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Institute at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the e-tender portal <http://etender.up.nic.in>.

### **8. PREPARATION & SUBMISSION OF E-BIDS**

**Documents Constituting e-Bid / e-Bids will comprise of:**

- Technical Bid (Part - I)
- Financial Bid (Part - II)

**Documents Establishing Bidder's Qualification:**

The bidder shall furnish, as part of Technical Proposal, the documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the bidder electronically in the PDF format.

The bidder's eligibility criteria and selection procedure are defined in relevant section of e-Tender document.

It is suggested that the PDF files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

#### **9. FORMAT AND SIGNING OF E-BIDS**

- The bidder shall prepare one electronic copy for the e-Bids.
- Bidder or a person or persons who are authorized to sign the bid & contract; will also sign all pages / documents of e-Bid manually before converting them into PDF and uploading them as bidding documents.

#### **10. SUBMISSION OF E-BIDS**

**10.1** The e-Bid submission module of e-tender portal <http://etender.up.nic.in> enables the bidders to submit the e-Bid online against the e-tender published by the Institute. Bid submission can be done only from the bid submission start date and time till submission of end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.

**10.2** The bidders should submit their bids considering the server time displayed in the e-tender portal. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the bidders shall only be held responsible.

#### **11. Technical Bid (Part I) contains the following documents:**

**11.1** All Pre-qualification Forms should be duly filled in stamped and signed.

#### **11.2 Tender fee and EMD details:-**

**A.** The tender fee (non-refundable) and Earnest Money Deposit (EMD) be deposited online as per following details and receipt / proof of the same must be attached with the technical bid. Otherwise tender will be treated as cancelled.

**(a) Account Number- 177301088888888**

**(b) Name of Account – Director, Dr.Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow**

**(c) Name of Bank and Branch – Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow, U.P.-226010**

**(d) IFS Code- IOBA0001773**

**B.** For online refund of EMD, following details be provided by the bidders in technical bid:

**(a)** Tender number

**(b)** Name of bidder/tenderer

**(c)** Name of equipment

**(d)** Amount of EMD

**(e)** Name of Bank and Branch

**(f)** IFS Code

**(g)** Name of account

**(h)** Bank Account number of the firm

**i.** In non-compliance of terms & conditions of the tender and/or supply order, EMD may be forfeited.

**ii.** The EMD of unsuccessful bidder will be released after the supply is matured.

**iii.** The EMD of successful bidder will be released after execution of supply order satisfactorily.

**iv.** No interest will be paid on EMD amount of successful/ unsuccessful bidders.

**11.3** Copies of documents required in support of statement or information or asked for.

- Product catalogue.
- Copy of GST Registration certificate and Income Tax returns.
- CA Certificate will be attached in support of turnover as documentary evidence.

- Non-black listing/conviction certificate duly notarized on Non-judicial paper.
- Letter of authority or authorization certificate from principal company giving the full reference of Tender documents and its validity date of authorization.
- Self certified copies of all statutory permission Imports / NOC / license etc required for sale of any/or all offered items in India must be attached.
- Bidders must submit the product performance report, if any, from any other user of the Institute to help technical committee in the assessment of their product performance.
- Submission of self-declaration is an essential document of Tender.
- No verbal or written enquiries will be entertained about acceptance or rejection of bid.
- The firm may be required facilitate the copy of supply order of other establishments (preferably Government) as mentioned in the installation list in the tender, to justify the tendered rates last three financial year.

## **12 Financial Bid(Part II) Contains the following documents:**

- Financial Bid will have to be submitted in prescribed format for all tendered items.
- Financial Bid should be duly signed & stamped by authorized signatory with name & position.
- Financial Bid must also contain notarized self-declaration on Non-judicial stamp paper that the rates quoted in the tender in question are lowest & most competitive.
- Self-declaration will also mention “any downward revision in the rate during the period of rate contract will be passed on to the Institute’s.
- Delivery schedule with definite date of delivery at destination must be indicated.
- Both the bids (Technical & Financial) must be submitted separately on e-tender portal <http://etender.up.nic.in>. Prices should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid format only.

## **13 DEADLINE FOR SUBMISSION OF E-BIDS**

- e-Bids must be submitted by the bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender document.
- The Institute may extend this deadline for submission of e-Bids by amending the e-tender document in accordance with Clause 10 of Instruction to Bidders in which case all rights and obligations of the Institute and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- Institute shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective bidder. e-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> on or before **29.11.2021**

## **14 LATE E-BIDS**

The server time indicated in the bid Management window on the e-tender portal <http://etender.up.nic.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the bidder cannot submit his/ her bid. Bidder has to start the e-Bid submission well in advance so that the submission process passes off smoothly. The bidder only will be held responsible if his/ her e-Bids are not submitted in time due to any reason.

## **15 RECEIPT AND OPENING OF E-BIDS BY THE INSTITUTE**

- Bidders are advised to submit their e-Bids in ‘Two-Bid’ system with Technical and Financial bids separately on e-tender portal.
- Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first by the Committee members.
- The Institute will open all e-Bids, in the presence of bidder’s authorized representatives who choose to attend at **01:00. PM** on **30.11.2021**. The bidder’s

representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day. The bidder's names and the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the qualification requirement shall be notified subsequently.

- After evaluation of technical e-Bids, the Institute shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualifications & Requirements indicating that they did not technically qualify. The Institute will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and they have been short listed for opening of their financial e-Bids.
- Bidder shall be required to use his own Digital Signature while uploading its bid. Failure to comply or usage of Digital Signature of other firm shall be liable for rejection of bid

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## **SECTION II** **BIDDER'S ELIGIBILITY CRITERIA**

1. e-Bids are invited from the Manufacturers / Importers / Indian subsidiaries / Authorized distributor who are intending to participate in the tender should first ensure that they should fulfill all the eligibility criteria as prescribed in the tender document.
2. Invitation of bids is open to all reputed manufactures or Indian subsidiaries / importers / authorized distributor to quote on their behalf for maintenance free equipment.
3. All manufacturers, Indian subsidiaries, Authorized distributor & Importers shall be eligible.
4. The bidder submitting their bid would be deemed to have thoroughly read, considered and accepted all the terms and conditions of the Tender documents.
5. Bidder should be in the business of supply of diagnostic reagents & chemicals and consumables for last three calendar years. Proof shall be attached with the Technical Bid.
6. The bidder should have minimum one crore average turn over during last three financial year to become eligible. The satisfactory documentary evidence will have to be furnished in support of his turn over with balance sheet, sale tax return and income tax return / copy of CA certificate for last 3 financial years.
7. If any bidder who has withdrawn his bid after participation in any of previous Tender of Dr. Ram Manohar Lohia Institute of Medical Sciences, Lucknow, is not eligible to participate in this Tender.
8. Bidder has to submit the attested copy of valid Drug License for quoted products or items which are covered under Drugs & Cosmetics Act.
9. All required parameters of tendered equipment should be quoted by every bidder; otherwise financial bid will be liable to be rejected.
10. To quote all tendered parameters / tabulated parameters / items are mandatory.
11. State of Art Technology offered in the technical bid will be considered for technical evaluation. The Financial bids of only those products or tendered parameters will be considered whose State of Art Technology meets the requirement or recommended or approved by the Committee / Institute.
12. The bidder should submit/upload all required documents as mentioned in relevant section of Tender failing which the bid may be rejected.
13. The bid evaluation will be conducted by Technical Evaluation Committee in two stages:
  - Eligibility Criteria

- Technical Evaluation Criteria
14. Those bids are non-responsive will be summarily rejected, which are unsigned, incomplete, not responding properly.
  15. The bidder should be registered with appropriate tax authorities such as Income tax, Goods & Services Tax and Food safety & Drug Authorities. Proof shall be attached with Technical Bid.
  16. The bidder should have infrastructure in Lucknow and supported by companies' on-roll Service Engineers based at Lucknow & Kanpur.
  17. The bidder should not be blacklisted by Central / State Govt. / Departments / Undertaking / Institutions / Autonomous bodies.
  18. The bidder should be able to supply the entire solution on 24 x 7 basis with a maximum response time of 4 to 6 hrs during the break down period.
  19. The bidder should have all relevant facilities and logistics to execute the supply orders in time.
  20. The bidder should have sufficient number of technical & administrative employee on its pay roll for proper execution of contract & supply orders.
  21. The bidder should be a single point of contract and shall be safely responsible for execution of order and timely delivery of goods / consumables.
  22. The bidder should be in similar business in India for a minimum period of three years with an objective of offering relevant solution and services that are subject matter of this tender.
  23. Technical Evaluation Committee may call the responsive bidder(s) who comply with all terms & conditions of the tender for presentation and understanding of scope of work and its execution etc.
  24. The bidder should give a detailed presentation on how their state of art technology is best and suited for the Institute.
  25. The bidder shall be fully responsible & accountable for bidirectional interfacing with Hospital Information System (HIS) / LIS at Dr. RMLIMS, Lucknow on their own cost failing which equipment shall not be considered for installation.
  26. Even though bidders may satisfy the above requirements, they may be disqualified if they have
    - ***Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements, declarations, certifications and enclosures of this document or***
    - ***Record of poor performance such as abandoning work, not properly completing the contract or financial failures / weaknesses or***
    - ***If confidential inquiry reveals facts contrary to the information provided by bidder or***
    - ***If confidential inquiry reveals unsatisfactory performance in any of the selection criteria***

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### **SECTION III**

#### **STANDARD TERMS AND CONDITIONS**

#### **Definitions & interpretations of different terms used in tender document**

In this tender document, the words used in will have the meaning / definition / expressions herein after. These terms are used in connection with the store & purchase transactions.

1. **Institute:** - means Dr. Ram Manohar Institute of Medical Sciences, Vibhuti Khand, Gomti Nagar, Lucknow, U.P. (India).
2. **Competent Authority:** - means the Director of the Institute or any other authority to whom the relevant powers are delegated.
3. **Contracting Authority:** - means designated officer acts on behalf of the Director.

4. **Bidder:** - means any reputed & genuine manufacturer or authorized Indian agent to act in their names. The person, firm or company who submits the bid or the contract is made.
5. **Manufacture:** - means producing, making, extracting, altering, furnishing or otherwise processing, treating or adapting any goods.
6. **Importer:** - means the dealer who makes the first sale of such goods after imports in India.
7. **Authorized distributor / Dealer:** - means any person who carries on in Uttar Pradesh the business of buying, selling, supplying or distributing goods directly or indirectly. Every person who acts within the State as an agent of a dealer residing outside the State and sells, supplies or distributes the goods in the State or acts on behalf of manufacture / importer.
8. **Rate Contract:** - includes the notice inviting tender, general terms & conditions, definition & interpretations, instructions to bidder, bid acceptance and submission of declaration forms. The Rate Contract will be made on Rs. 100/- non-judicial stamp paper.
9. **Situations for punitive actions against successful bidder/dealer: -**
  - 9.1 Unless and otherwise specified in the supply order, award of the contract, the ordered price will remain firm & fixed and will not be subject to escalation. The Institute reserves the right to cancel the supply order or part thereof and reserves the right to revise the contract wholly or in part by a written notice to vendor, if: -
  - 9.2 The vendor fails to comply with the terms & conditions of the supply order.
  - 9.3 The vendor becomes bankrupt or goes into liquidation.
  - 9.4 The vendor does not replace the rejected goods on demand / request.
  - 9.5 The vendor fails to deliver the goods in time.
  - 9.6 The vendor does not replace the returned goods.
  - 9.7 A receiver is appointed for any of the property owned by the vendor.
  - 9.8 Any prayer of the bidder, which does not serve the purpose of the Institute.
10. **Inspection:** - means inspection carried out by the person specified in the contract.
11. **Purchaser:** - means the authority accepting the tender.
12. **Test:** - means such tests as are considered necessary.
13. **Unit:** - means the unit of purchase as specified in the order / Rate Contract.
14. **Purchase Price:** - means the amount of goods paid or payable by the Institute.
15. **Tax:** - means a tax is payable under GST.
16. **Turnover:** - means the aggregate amount for which goods are supplied or distributed by way of sale or are sold in any accounting or financial year.
17. **HSN Code:** - Under GST Tariff Act
18. **Rate of tax:** - means the tax payable by the Institute under GST at the point of purchase.
19. **Exemption from Tax:** - means no tax payable under GST.
20. **Customs Duty:** - means the duty is levied when the goods are imported under the rules.
21. **F.O.R. Destination:** - means the goods will be delivered at Store, Dr RMLIMS, Lucknow.
22. **Force Majeure Clause:** - means offers are often subject to Force Majeure Clause by which it is meant causes beyond reasonable control such as war, invasion, civil disobedience, strike, lockouts, fire, flood, earthquake etc.
23. **Proprietary Articles:** - means those items manufacture, production or sale are controlled by exclusive rights under patent Laws.
24. **Performa Invoice:** - means an estimate of the value or market price of goods which is tendered by a seller to the buyer who intends to buy. Actually it is a quotation submitted in form of invoice.
25. **Evaluation of Bid:** Identification of comparable products (Items) would be done by the nominated committee and the recommendation of the Committee would be final.
26. **Acceptance of Bid:** - means communication for opening of financial bid of the tender.
27. **Supply Order:** - means an order for the supply of goods at approved rates.
28. **Work Order:** - means an order for installation of maintenance free laboratory equipment at no cost basis against the supply & purchase of reagent & chemicals.

- 29. Power to extend the delivery period:** - means Director is competent to extend the delivery period of the ordered goods in the larger interest of patient care & services.
- 30. Negotiations:** - Will become necessary in purchasing or finalization of the terms & conditions of the contract. It may either be in settling the price of materials other than the basic price of the contract or it may relate to various terms & conditions such as performance, after sales services, annual requirement, maintenance of stock, replacement of unused goods, terms of payment, handling & clearing of the consignment from custom, inspection & testing.
- 30.1** The vendors at the time of negotiation should provide supply order copies of Govt. Institute, Hospital in support of the offer.
- 30.2** Negotiation is generally held to explore the possibility and finalizations of its details. Negotiation is also based on logic and attempt to arrive at reasonable agreement. But the basic cost of the goods are neither negotiable nor permissible unless the position of lowest bidder is finalized by the committee of the Institute, however remaining terms & conditions are completely negotiable with lowest quoting firms. It is order of the day also.
- 31 Contract:** - means where two or more persons have a common intention communicated to each other to create some obligation between them, then it is said to be an agreement and enforceable by law. It includes notice-inviting tender, general terms & conditions of NIT and submission of declaration forms.
- 32 Maintenance free installation:** - means installation of maintenance free equipment free of cost against the purchase of Reagents & Consumables. Value payable for Reagents & Chemicals or Consumables purchased by the Institute. The cost of Reagents & Chemicals or Consumables will remain firm & fixed during the period of contract except the government levies / taxes payable from time to time.
- 33 Fall clause:** - means any information found fabricated/hidden with a view to misleading to the authorities of the Institute shall make the firm liable to outright rejection or offer / bid, forfeiture of the deposit and /or debarring of the firm from participation from tender process. The decision of the Director, Dr. RMLIMS shall be final in this regard.
- 34 Procurement on supply order basis:** - Supply of material covered under the rate contract will be made on the basis of written supply order with terms and conditions mentioned therein. It will be the responsibility of supplier to have an access to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving / non moving unused items, for which following mechanism will be observed: -
- 34.1** Besides having liaison with user department, you will be allowed to have access to computerized system to know the consumption pattern / reports of the items concerned
- 34.2** In hand stock position at Store or peripheral of the department can also be obtained.
- 34.3** Access to stores to know the status of expiry / slow moving / non- moving products.
- 34.4** Company will own the responsibility of overstocking & expiry.
- 34.5** Company will actively take preventive measures and inform SPO /JD (MM)/ Director in writing about any specific item / quantity mentioned in supply order that may lead to overstocking / expiry.
- 34.6** In case of any difficulty in getting the feedback from stores or peripheral departmental stores, they may contact SPO / JD (MM) / Director.
- 34.7** Delivery: - All the supplies will be delivered at store, Dr RMLIMS, Lucknow.
- 35 Delivery time:** - As mentioned in the supply order will be the essence of the order or contract. No variation will be permitted without prior authorization in writing.
- 36 Liquidated Damages:** - means a term used in respect of contract for supplies. The time and date of delivery is considered as the “essence of contract”. If a contractor / supplier fails to supply the material at the time and date of delivery, stipulated in the supply order then the purchaser, under the provision of standard conditions of the rate contract, will have the right to

recover “Liquidated Damages”, In other words, a maximum penalty of 10 % of unsupplied value is payable by the supplier for his failure to deliver the goods in time.

- 37 **Late delivery clause (LD):** A penalty @ 1% per week of the order value will be imposed on delayed supply subject to a maximum of 10% of order value. Value of order would be proportionate to the staggered schedule of supply, as mentioned in the respective supply order. Delivery will be reckoned from the date of supply order.
- 38 **Authority to purchase:** - Any officer designated by the Institute will be entitled to exercise all the rights and powers given in the contract.
- 39 **Responsibility of the successful bidder for executing the contract:** - The vender will perform the contract in all respect in accordance with the terms and conditions mentioned therein. The goods whether in the possession or under control of his agents or servants or a carrier or in their joint possession, the successful Bidder will remain responsible until the actual delivery of the goods is made to the consignee at the stipulated place.
- 40 **e-Bid-** means the Technical proposal and the financial proposal through e-tender portal.
- 41 **Instructions to Bidders-** Means the document which provides all information to all interested bidders to prepare their bids. This document also details out the process for the selection of the bidder for the work mentioned in this tender document.
- 42 **Scope of Work-** Means Scope of Work as mentioned in relevant section.
- 43 **Terms of Reference:-** means the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of assignments, respective responsibilities of the bidders.
- 44 **Tender currency: -** means supplying indigenous or imported goods shall be quoted only in Indian rupees.
- 45 **Tender Prices: -** means offer / bid will be submitted in the prescribed format only. All charges towards packing & forwarding, inland transportation, insurance etc will be borne by supplier.
- 46 **Language of Tender:-** means bid / offer submitted by bidder and all subsequent correspondence and documents relating to exchange between bidder and purchaser shall be written in English language.
- 47 **Country of origin: -** means place where goods are mined, grown, produced, or manufactured or from where the goods & services are arranged and supplied provided Govt. of India has not banned trade relations.
- 48 **Amendments in bid documents: -** means any point of time prior to deadline for submission of bids & offers, purchaser may issue amendments, corrigendum etc for any reason as deemed fit.
- 49 **Non- responsive bids:-** means there are some important aspects for which a bid shall be declared as Non – responsive bid during evaluation and will be ignored e.g.
1. Bid is unsigned.
  2. Bid validity is shorter than required period.
  3. Tender cost (non-refundable) not paid.
  4. Required EMD (Refundable) not submitted
  5. Bidder has quoted for goods manufactured by other manufacturer(s) without required Manufacturer's Authorization certificate or authority.
  6. Poor/ unsatisfactory past performance.
  7. Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
  8. Bidder is not eligible as per eligibility criteria.
  9. Bidder has not quoted the financial bid in given format.
- 50 **Minor infirmity/irregularity/non-conformity:**

If during evaluation, the Institute finds any minor informality and/or irregularity and/or non-conformity in a bid, the Institute will convey its observation on such 'minor' issues to bidder by registered/speed post/courier/e-mail/fax/telephone etc. asking bidder to respond by a specified date. If bidder does not reply by specified date or gives evasive reply without clarifying the points in clear terms, that bid will be liable to be ignored & rejected.

#### **51 Corrupt or fraudulent practices:**

It is required by all concerned name purchaser / consignee / bidders / suppliers etc to observe highest standard of ethics during procurement and execution of such contracts. In pursuance of this policy, terms & conditions set forth below:

**51.1** "corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence action of a public official in procurement process or in contract execution; &

**51.2** "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to detriment of Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Purchaser of benefits of free and open competition;

**51.3** The Institute will reject a proposal for award if it determines that bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question;

**51.4** The Institute will declare a firm ineligible for a period of time.

**51.5** If any time it determines that firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

#### **52 Bid / Rate**

Will mean the rates quoted by the bidder will remain firm and fixed till completion of contract.

- All rates quoted must be for One Unit or pack size.
- Bids must be neatly typed.
- All rates quoted must be F.O.R. destination that is Stores, Dr. RMLIMS, Lucknow.
- The Institute will not own responsibilities for clearance of any consignment.
- No escalation in rates except Govt. levy / tax would be permissible.
- No blank space should be left.
- Bidder must take care that the rate and amount are written in such a way that interpolation is not possible in the Price Bid.
- Alteration if any must be attested by the bidder.
- Conditional price bids would not be entertained; For example,
- Ten percent discount if all quoted products are procured.
- Ten percent discount on items 'X' if item 'Y' is also procured from this firm.
- Ten percent discount on item 'X' if total qty. purchased exceeds a particular amount.
- The prices quoted by the bidder will not in any case exceed the controlled price, if any, fixed by Central / State Government and Maximum Retail Price (MRP).
- Bidder must ensure that the quoted rates are inclusive of GST as applicable.
- All quoted rates should be with due clarity of taxes as applicable or payable.
- Pack size & HSN code must be quoted for each item by the bidder.

#### **53 Validity of Bid**

The bid should remain valid for a period of one year from the date of submission of e-bid. Any bid valid for a shorter period shall be rejected as non-responsive bid.

#### **54 Disqualification of Bidder**

- Any action on part of the bidder to influence anybody of the Institute will make his / her bid liable for rejection.
- Non-compliance of any terms & conditions would be liable for cancellation of bid.

#### **55 Acceptance of the Bid**

The Institute does not bind itself to accept any bid, and reserves the right to:

- Reject any or all offers with/without any reason
- Accept any offer of bidder without assigning any reason
- Reduce or extend the period of contract without assigning any reason.
- Accept any offer of bidder who is capable to handle the requirement.
- The Director is not bound to accept lowest offer or any bid or to give reasons thereof

**56 Right to negotiate**

The negotiation, if required shall be carried out only with the technically qualified bidder by competent authority of the Institute.

**57 Award Criteria**

The Institute will award the contract to the successful bidder whose offer has been determined to be responsive to all the conditions of the contract and meet the qualification & requirement of the Institute.

**58 Awarding Rate Contract**

- RC will be awarded to the principal firm with a copy to authorized dealer, if any.
- Supply of goods can be accepted through their authorized dealer or distributor against their authority letter provided that it was signed by the proper authority of the company / firm. However, it will be the sole responsibility of the principal company / firm to ensure the supplies should be well within the delivery period.
- More than one rate contract or work order may be issued for similar item.
- The Institute will enter into rate contract with successful bidder for a period of five years.

**59 Penalties for non-performance**

Up time guarantee 95% of 365 days including all hospital and government holidays. A penalty of Rs. 2,000/- (Rupees two thousand) per day will be imposed if breakdown of each equipment is more than 5 % of up time guarantee except backup units.

**60 Change in constitution of the firm/Transition of business**

Any change in the pattern of ownership of the contracting party will not nullify the provisions of the rate contract. The contract will devolve on the successor owners.

**61 Execution of order**

- Upon receipt of cancellation notice, the vendor will discontinue all work under purchase order and matters concerned with it.
- Bidder will insure all goods or material against all transit risks.
- Delivery time as mentioned in supply order will be the essence of the order or contract.
- No variation in delivery dates will be permitted except with prior authorization in writing from the Institute.
- In case the materials supplied do not meet the specifications and / or are not in accordance with the requirement or replacement is required, the Institute will notify to the supplier giving full details of the discrepancies.
- The supplier will attend the complaint, within seven days of receipt of such notice to correct the deficiency. If the supplier fails to attend the complaint within the prescribed time, the Institute will immediately get the same work / material at their cost and risk for removing such trouble or defects.

**62 Procurement on supply order basis:** - Supply of material covered under the rate contract will be made on the basis of written supply order with terms and conditions mentioned therein. It will be the responsibility of supplier to have an access to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving / non moving unused items, for which following mechanism will be observed: -

- Besides having liaison with user department, you will be allowed to have access to computerized system to know the consumption pattern / reports of the items concerned.
- In hand stock position store or peripheral sub stores of the department can also be obtained.

- Access to stores to know the status of expiry / slow moving / non-moving products.
- Company will own the responsibility of overstocking & expiry.
- Company will actively take preventive measures and inform SPO /JD (MM)//Director in writing about any specific item / quantity mentioned in supply order that may lead to overstocking / expiry.
- In case of any difficulty in getting the feedback from stores or peripheral departmental stores, they may contact SPO / JD (MM) / Director.

### **63 Information required on challan & bills**

Challan must be endorsed by the security personnel at gate of Dr. RMLIMS, Luknow main gate. The endorsement must clearly mention time and date of entry of the material.

#### **1. The Challan must bear the following information:**

- Name of the item as it was mentioned in rate contract/ supply order.
- Name of the item as it is mentioned in the product literature of the company
- Pack size of the item
- Date of manufacturing
- Date of expiry
- Batch number
- Quantity of each item
- Maximum Retail Price (MRP), HSN code, Cat. no.

#### **2. Pre-receipted Bill must bear the following information:**

- Name of the item as it was mentioned in rate contract/ supply order.
- Name of the item as it is mentioned in the product literature of company
- Pack size of the item
- Date of manufacturing
- Date of expiry
- Batch number
- Quantity of each item
- Rate of each item
- Total value of the bill
- The amount of GST to be paid by the Institute.
- Maximum Retail Price (MRP), HSN code, Cat. no.

### **64 Earnest Money Deposit (Refundable) and performance security**

- EMD should be deposited by manufacturer /importer / distributor.
- If the contractor fails or neglects to observe or perform any of his / her obligations under the contract, it will be lawful for the purchaser to forfeit the Earnest Money Deposit or Performance Security furnished by the contractor.

### **65 Release of EMD & submission of performance security**

- The Institute will retain EMD of successful bidders till submission of performance security of Rs. 200000/-(Rs. Two Lacs), and validity of performance security is Sixty Six month, effected from the date of installation of the equipment and would be released after final settlement of issues & matters regarding consumption of material and replacement/adjustment of equivalent value pertaining to expiry/slow moving/non-moving unused items etc.
- The bidders who has/have not awarded Rate Contract can take their EMD after finalization of RC / Tender with due correspondence.

### **66 Terms of Payment**

- Will mean 100% payment to the supplier within 30 days from the submission of the bill after receipt of goods in good & satisfactory condition and the pre-receipted bills to be submitted in triplicate with necessary information; however, the following options are available to the successful Bidders.

- Option 1. All suppliers who allow 4% trade discount will be made payment within 3 days it submits the bill with the stores department.
- Option 2. All suppliers who allow 2% trade discount will be made payment within 7 working days of the submission of the bill with the stores department.
- Option 3. Those suppliers who do not wish to avail the opportunity of early payments will be made payment within 30 days of the submission of the bill with the stores department.
- Bill should be submitted with the stores department before 1.00 p.m. otherwise bill will be deemed to be submitted on the next working day.
- The supplier will have to specifically mark the option it wants to exercise on the bills. In case no option is exercised, it will be deemed that the supplier does not intend to avail early payment facility and the payment will be made to the supplier on 30th day from the submission of the bill.
- Payment will be released only after receipt of 100% supplies of the order against Tax Invoice by NEFT / RTGS.

#### **67 Replacement Clause**

Will mean the items supplied nearing expiry and if not consumed, will be intimated to the supplier and will have to be replaced at the supplier's cost & risk. Slow moving items may be asked for replacement with other approved items at the discretion of key user / Department / HOD.

#### **68 Termination of Contract**

In case any party (Institute or the company) wants to withdraw from the rate contract, it can do so after giving three months notice in writing.

The Institute reserves the right to cancel the RC or any part thereof and will be entitled to revise the contract fully and / or partly by a written notice to the service provider, if: -

- The bidder fails to comply with the terms & conditions of contract or
- The bidder becomes bankrupt or goes into liquidation; and / or
- The bidder fails to render the services promptly or
- The bidder does not render qualitative services to the Institute or
- A receiver is appointed for any of the property owned by the bidder or  
If any information submitted by the bidder is found incorrect then
- The bidder may be blacklisted by the Institute; and / or
- The bidder may be debarred from future participation; and / or
- The Institute may impose such embargo in the bidder as deemed fit and / or
- The Institute may take such action against the bidder as deemed fit.

#### **69 Penalty Clause**

In case any supplier or bidder or dealer is uses the Letter Pad or seal of the principal firm or signs any paper or bidding document or submits any subsequent clarification or justification or rate on behalf of principal firm, it amounts to fake documentation & forgery, such supplier or bidder or dealer may be blacklisted for a period of two years in the Institute either on complaint as & when or the facts is revealed during the scrutiny of documents or verification or on confirmation.

#### **70 Short Expiry**

There should be minimum 50% shelf life of the items at the time of delivery. Supply less than 50% of shelf life of diagnostics kits & reagents will not be entertained by Store unless key indenter recommends for its purchase / usages All calibrators & controls should have minimum 35% shelf life at the time of delivery.

#### **71 Fall Clause**

Will mean, if at any point of time or during the execution of the contract, the contractor reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the

purchaser or any department of Central/State Government at a price lower than the price chargeable under the contract, he/she will forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale will stand correspondingly reduced. In no circumstances, the rate will exceed the lowest price and in the event of price going down, the rate will be amended.

**72 Liability on issuing false certificates**

Means who issues or submits a false or wrong certificate or declaration prescribed under any provision will be liable for action.

**73 Assignment / Sub-contracting**

The successful bidder shall not assign/sub-contract, in whole or in parts its obligations to perform under the Contract to any other firm.

**74 Resolution of Disputes**

The Dr. RMLIMS and the Bidder /Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement, difference or dispute arising out of or in relation to or in connection with the contract between them. If, after 20 days from the commencement of such informal negotiations, Dr. RMLIMS and the Bidder / Contractor are unable to resolve, amicably the disagreement, difference or dispute, either party may require that it may be referred for arbitration to be decided by the sole arbitrator. In all matters and any disagreement, difference or dispute arising out of or in relation to or in connection with the contract, the sole arbitrator shall be mutually agreed upon by the parties in writing, who shall adjudicate the same and its decision shall be final and binding on both the parties. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. Upon every reference the cost of arbitration proceedings shall be upon the bidder / contractor and Dr. RMLIMS will not be liable or responsible for any such cost incurred in connection with the arbitration proceedings. However, during the period of doubt, disagreement or dispute, the Bidder / contractor and the Dr. RMLIMS shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to the Dr. RMLIMS or the Bidder / Contractor to interfere in or prevent normal functioning of the Project.

**75 Laws governing the contract**

- This contract will be governed by Indian laws.
- The Courts of Lucknow will alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- Terms and expressions not herein defined will have the meaning assigned to them, if any, in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as amended from time to time.

**76 Jurisdiction**

Shall mean all disputes are subject to the jurisdiction of Courts of Lucknow.

**77** The Director reserves the right to accept or reject any bid in part or full or annul the bidding process without assigning any reason thereof.

**Prof. Soniya Nityanand**  
Director  
Dr. RMLIMS, Lucknow

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## **SECTION IV**

### **FORM - I**

#### **PRE-QUALIFICATION**

(Pre-qualification for the supply of items of the Institute)

General Information to be furnished by bidder in the given format:

1. Name of the bidder
2. Full postal address
3. Telephone no.  
E-mail address
4. Status of bidder (Whether Proprietorship/Partnership/Company or Authorized distributor).
5. State whether bidder is small scale, medium scale, organized sector (Indian or multinational company or firm).
6. Name of the persons who are responsible for conduct of business as explained under section 34 of the Drugs & Cosmetics Act, 1940.

Sl. No.	Name	Father's Name	Age	Residential Address

7. Particulars of licenses held under the Drugs & Cosmetics rules including date of grant of license and its renewal date.
  - Attach attested copy of Drug License along with list of items permitted.
  - If the licenses are under renewal, a certificate from the State Drugs Controller, in whose jurisdiction the factory is located stating that the licenses are under renewal and the same are deemed in force, should be attached with this tender form.
8. Particulars of business experience.
  - Names of procurement agencies with whom the bidder is registered / authorized.
  - Names of procurement agencies that item have been supplied during last 12 months. (Copy of supply orders to be enclosed)
  - How long the bidder have been manufacturing or marketing the products for which rates have been offered.

(Authorized Signatory of the firm)

Name & Signature :

Designation & Stamp :

Date :

Place :

**FORM - II**  
**PRE-QUALIFICATION**

1. Turnover of the firm in last three financial years. Please furnish the attested copies of Balance sheet / Profit & Loss account of the firm / CA Certificate.

2017-2018

2018-2019

2019-2020

2. Name & full address of your bankers
3. Furnish the following information or documents

Income Tax PAN no.

GST Registration No

(Authorized Signatory of the firm)

Name & Signature :

Designation & Stamp :

Date :

Place :

**FORM – III:**

**BID SUBMISSION FORM**

Ref. No.: .....

The Director  
Dr. Ram Manohar Lohia Institute of Medical Sciences,  
Vibhuti Khand, Gomti Nagar,  
Lucknow - 226010 (UP)

Sir,

We hereby submit our tender for Installation of maintenance free lab equipment at no cost basis against the purchase of consumables for all routine tests & investigations.

We have enclosed the Earnest Money Deposit (EMD) in the shape of FDR / TDR of Rs. \_\_\_\_\_ (Refundable) in the name of Dr. RMLIMS payable at Lucknow, FDR / TDR No. .... dated ..... issued by bank .....

We hereby agree to all the terms and conditions, stipulated by Dr. RMLIMS, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

We have noted that overwritten entries shall be deleted unless duly struck out & re-written and initialed. Bid is duly signed (No thumb impression should be affixed).

We undertake to sign the contract / agreement within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our earnest money deposit may be forfeited and our name may be removed from the list of service providers at Dr. RMLIMS, Lucknow.

We agree to abide by this bid for a period of one year after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC. HAVE BEEN INDICATED IN THE OFFER FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully

Signature of the Authorized Signatory of Bidder  
Full Address

WITNESS  
WITNESS

**FORM - IV**  
**Submission of credentials of authorized dealer, if any**

General Information to be furnished by bidder in the given format:

1. Name of the Authorized Dealer or Distributor
2. Full Postal Address.
3. Telephone No.
4. Mobile No.
5. E-mail address
6. Organizational Status of the Authorized Dealer or Distributor  
(Whether Proprietorship/Partnership/Company or Consortium)
7. GST No. –
8. PAN No.-
9. Name of the persons who are responsible for supply of goods / business

Sl. No.	Name	Father's Name	Age	Residential Address

10. Bank details for RTGS purpose

- Name of the Bank
- Branch Name
- Bank A/c No.
- Type of Bank A/c
- Address of the Bank
- Branch IFSC Code

11. Turnover of the Dealer

2017-2018

2018-2019

2019-2020

(Authorized Signatory of the Bidder)

Name & Signature :

Designation & Stamp :

Date :

Place :

**FORM – V**

**Self-declaration for correctness of information**

I, \_\_\_\_\_ Prop. / Partner / Director of  
M/s \_\_\_\_\_ hereby declare that  
the Information given in Forms are true and correct to the best of my knowledge and belief.

(Authorized Signatory of the firm)

Name & Signature :

Designation :

Date :

Place :

**Warning:**

- 1) Subsequently, if any information furnished in this tender is found incorrect, the bidder may also be black listed by the Institute for a period of two years.  
And / or
- 2) The bidder may also be debarred from participation from Institute's business.  
And / or
- 3) The Institute may also forfeit the bidder earnest money deposit / performance security.  
And / or
- 4) The Institute may also impose any embargo on the bidder  
And / or
- 5) Any other action as deemed fit against the bidder.

(Authorized Signatory of the firm)

Name & Signature :

Designation & Stamp :

Date :

**FORM – VI**

**Format for submitting the declaration for lowest rate**

(On Rs 100/- Non-judicial Stamp paper)

I, \_\_\_\_\_ of M/s \_\_\_\_\_ do hereby certify that the rates quoted in the Tender No. .... dated..... are lowest to Dr. Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow. We also undertake that any downward revision in the offered rate including MRP during the period of rate contract will be passed on to the Institute immediately.

Yours faithfully,

Signature  
Name & Designation  
Name of company (Bidder)  
Address  
Telephone No,  
Mobile No,  
E-mail,

**FORM – VII**  
**PARTICULARS FOR PERFORMANCE BANK GUARANTEE**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)  
(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT LUCKNOW OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT LUCKNOW. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED.)

To,  
The Director  
Dr. Ram Manohar Lohia Institute of Medical Sciences (Dr. RMLIMS),  
Vibhuti Khand, Gomti Nagar,  
Lucknow - 226010 (UP)

**Performance Bank Guarantee**

WHEREAS Dr. Ram Manohar Lohia Institute of Medical Sciences (Dr. RMLIMS) Lucknow (Buyer) has invited bids vide Tender No..... dated..... for Installation of maintenance free lab equipment at no cost basis against the purchase of consumables for all routine tests & investigations .....

..... AND WHEREAS the said tender document requires the Service provider whose tender is accepted for Installation of maintenance free lab equipment at no cost basis against the purchase of consumables for all routine tests & investigations in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “The Director, Dr. RMLIMS, Lucknow” in the form of Bank Guarantee for Rs. \_\_\_\_\_ which will be valid for entire period from the date of acceptance, the said Performance Guarantee Bond is to be submitted within days from the date of Acceptance.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said service provider /firm failing to abide by any of the conditions referred to in tender document / work order/ performance of the contract etc. this Bank shall pay to The Director, Dr. Ram Manohar Lohia Institute of Medical Sciences (Dr. RMLIMS) Lucknow on demand and without protest or demur Rs ..... (Rs. in words).

This Bank further agrees that the decision of Dr. Ram Manohar Lohia Institute of Medical Sciences (Dr. RMLIMS) Lucknow (Buyer) as to whether the said firm has committed a breach of any of the conditions referred in tender document order shall be final and binding.

We, ..... (Name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the firm and/ or Dr. Ram Manohar Lohia Institute of Medical Sciences (Dr. RMLIMS) Lucknow (Buyer).

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rs. in words).
- b. This Bank Guarantee shall be valid up to .....(date) and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the Director, Dr. RMLIMS Lucknow serve upon us a written claim or demand on or before..... (date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Yours truly,  
Signature and seal of the Guarantor

## **Checklist for Submission of Bid**

(Please ensure whether all documents are submitted in Technical Bid (Part-I))

- |    |  |          |
|----|--|----------|
| 1) | Whether the cost of tender (Non-transferable ) is paid or not?               | Yes / No |
| 2) | Whether Earnest Money Deposit (Refundable) is submitted or not?              | Yes / No |
| 3) | Whether all pre-qualification Forms I to VI are submitted or not?            | Yes / No |
| 4) | Whether Income tax return of last three financial years is submitted or not? | Yes / No |
| 5) | Whether authority letter from principal firm is submitted or not?            | Yes / No |
| 6) | Whether a turnover certificate duly certified by CA is attached or not?      | Yes / No |
| 7) | Whether Non-black listing affidavit duly notarized is submitted or not?      | Yes / No |
| 8) | Whether copy of GST registration certificate is submitted or not             | Yes / No |

Signature and seal of bidder

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**SECTION V**  
**SCOPE OF WORK**

Scope of work for. installation of maintenance free ID-NAT (PCR/TMA) at no cost basis against the purchase of consumables is for testing of HIV, HBV & HCV in Blood Bank department in the institute for a period of five years.

**Installation of maintenance free ID-NAT (PCR/TMA) at no cost basis / free of cost**

In fact, there are tremendous scopes for Installation of maintenance free ID-NAT (PCR/TMA) at no cost basis against the purchase of consumables for testing of HIV, HBV & HCV in Blood Bank department in the institute. The bidders should feel free to submit their comprehensive offers for latest state of art technology along with the rate of consumables chargeable or payable by the Institute in the prescribed format.

It has become policy of the Institute to promote & encourage the Manufacturers / Importers / Indian Subsidiaries / Authorized distributor for installation of maintenance free equipment free of cost against the purchase of consumables through "Competitive Bidding System". The Institute will extend all possible supports & assistance to promote the concept the maintenance free installation. The Institute has laid down the certain terms & conditions or guidelines for all such installation. The criteria of award of contract / agreement are highlighted in the relevant section of NIT.

**Key guidelines for the installation of maintenance free equipment**

- 1) The firm should offer their latest equipment at no cost basis to the Institute.
- 2) Period of Installation will be five years or more.
- 3) Maintenance of equipment will be the sole responsibility of the principal firm.
- 4) Up time guarantee 95% of 365 days including all hospital and government holidays.
- 5) Terms of payment would be a written agreement of both the parties.
- 6) One or more installation is possible of the equipment.
- 7) Pre-bid meeting can be had with the user/ indenter/ HOD concerned for clarification.
- 8) The Institute discourages the frequent revision in model of offered equipment.
- 9) Institute keeps installation free from all pre-conditions of purchasing of consumables.
- 10) Pre-installation requirement or any pre condition should be highlighted clearly in bid.
- 11) Installation period required after award of contract.
- 12) Cost of the test should quote as accurately as possible in the Financial bid formats.
- 13) All hidden cost of the test should be highlighted in the Financial bid formats.
- 14) It is a fixed term rate contract for all consumables to be used in.
- 15) Rate of consumable will be frozen for an agreed period.
- 16) All equipment should be new not refurbished / used one.
- 17) Title of the equipment remains with firm.
- 18) Backup facility & arrangements should be clear to all stake holders if any offered.
- 19) Ranking of the equipment will be carried out as under.
  - Quoted test per cost against projected number of tests will be the final factor for arriving at L1 firm's offer.
  - The rate of optional items or to perform more tests will not be considered for ranking purpose i.e. L-1, L-2.
- 20) Rate of consumables will remain firm & fixed during RC except GST payable.
- 21) Safety, Security, Power supply & other interdepartmental support would be the responsibility of the Institute.
- 22) There are several parameters & factors on which a technical evaluation process takes place viz. operational conditions, cost of consumables, cost of the test, quality, reliability, dependability, processing & reporting time, after sales & service support, volume of the tests, state of art technology, pre-installation conditions, terms of payment etc.
- 23) In case of any interruption of any services shall be the responsibility of Principal firm.
- 24) No listed / tendered test of financial bid will be left blank otherwise it will not be considered. To quote the rate of all tendered / tabulated items / parameters are mandatory.
- 25) All cost of modification & alteration for installation of equipment shall be borne by bidder.

- 26) Bidder must ready to upgrade the instrument or provide the backup unit within the contract period, whenever asked by the Institute to maintain uninterrupted services.
- 27) The bidder should be able to supply the entire solution on 24 x 7 basis with a maximum response time of 4 to 6 hrs during the break down period.
- 28) Bidder should have all relevant facilities and logistics to execute the supply orders.
- 29) The bidder should have sufficient number of technical & administrative employee on its pay roll for proper execution of contract & supply orders.
- 30) It shall be the complete responsibility of the bidder to ensure bidirectional interfacing with HIS / LIS at the Institute failing which the equipment shall not be considered.
- 31) Any representation given by the bidder / firm shall not be entertained after one week of first time publication of the tender and subject to discretion of concerned department.
- 32) **Bid finalization Policy & Procedure / How will L1 offer be decided**
  - Bidder should fulfill the eligibility criteria.
  - At least 90 % of the enlisted tests (in financial bid) must be done with self manufactured reagent & for rest of the parameter the company shall quote for remaining tests through third party mentioned in rate agreement. No test in financial bid format is to be left blank otherwise it will not be considered i.e. **"To quote all tendered / tabulated parameters / items are mandatory."**
  - Fill all the columns of final financial bid & annexure in numerical only, write zero (0) if not applicable or free of cost. Any blank column will be considered zero.
  - Number of tests per month is purely indicative & is for the purpose of evaluation & comparison of financial bids. There is no assurance implied that such number of samples will be provided/ achieved/ performed. Workload per month may increase or decrease depending upon requirement.
  - The Institute will not be liable for any change in test menu & no claim will be entertained.
  - All agreements for providing smooth services as per mandatory points for selection shall be done by principal company and must be declared transparently. Thus, in case of any interruption of services, it shall be complete responsibility of principal company to follow/ alter them and update to institute.
  - Cost per Reportable Test (CPRT) is including all the cost required to run a test including cost of calibration per test (assuming one calibration is required per 100 tests) & anything else mentioned in Financial Bid Format.
  - In Cases where the cost is to be paid on the per sample basis (or donor in case of blood bank), CPRT should be interpreted as cost per Reproducible test.
  - The Institute will pay the cost for Reagents on individual donation basis. If anything is not mentioned in Financial Bid Format clearly, it is assumed to be free of cost.
  - Cost of preventive maintenance kit, lamp, wash solutions etc. is not payable extra.
  - The maintenance during contract period will be sole responsible of the company.
  - Bidder will quote discounted rates of each pack size in without GST. It is payable extra.
  - Cost mentioned in prescribed annexure/format should not exceed MRP, has to be justified to institute.
  - The price justification shall be taken on the basis of previous installations of the same equipment in other government similar institutes only.
  - The sequence in annexure should be same as in bid format (to ease out cross checking)
  - In other words, spares & accessories including lamp are required in routine or preventive maintenance will be provided free of cost by bidder.
  - **How will L1 offer be decided:** Name of test per month indicated in the schedule of requirement i.e. number of tests will be multiplied by the quoted cost per test to arrive at L1 offer. Column No. 3 will be multiplied by column no.9 and sum of the resultant value (column no 10) will be the offered values vide Financial Bid Format (Part –II).

**Prof. Soniya Nityanand**  
 Director  
 Dr. RMLIMS, Lucknow

**SCHEDULE OF REQUIREMENT OF MAINTENANCE FREE EQUIPMENT**  
**Bidders should quote & offer / upload the Technical & Financial bids.**

Sl.	Name of Maintenance Free Equipment	Qty.
1.	ID-NAT (PCR/TMA) for the department of Blood Bank	One

(Part-II)

**Format for Submitting the Financial Bid**  
**For ID-NAT (PCR/TMA)**

Cost of calibration per test (CPST)\* would be calculated assuming consumption of one set of each

1	2	3	4	5	6	7	8	9	10
S. No.	Parameter	No. of test per month (n)	Cost per test (CPT)	Cost of accessories to run each parameter	Cost of consumables	Others	Cost per set per test (CPST)*	CPR T	Total cost (=nXCPRT)
			Annexure A	Annexure B	Annexure C	Annexure D	Annexure E		
1	Multiplex testing for Hepatitis B, Hepatitis C and HIV	1000							
<b>Total offered value of above parameters</b>									

calibrator per 100 tests







**Blood Bank, Hospital Block, Dr.RMLIMS, Lucknow**  
**Technical Specifications for ID –NAT (PCR/TMA)**

Sl.no.	Technical Specifications
1	The system must be fully automated & True Walk away, Multiplex NAT screening system for blood donors with process control from sample pipetting to interpretation of final results with minimal end -user intervention for the whole period of testing procedure.
2	The Principle of the assay shall be based either on RT-PCR (Real Time-PCR) or on TMA (Transcription Mediated amplification) by Individual donor sample testing. Pooling of donor samples is not acceptable.
3	The system must perform all steps from sample processing and viral nucleic acid extraction to target amplification and detection automatically in a single tube.
4	The automation system provided must have the following features and must provide documentary evidence that it can be achieved. A. Positive sample identification with barcode scanning B. Manually entered IDs possible C. Disposable filtered tips must be used to prevent any carry over and cross contamination of samples. D. Leaks, fibrin clots and bubble during aspiration and dispense cycles, and samples and reagent can be detected and documented E. True level sensing or insufficient volume detection for sample and reagent can be detected and documented.
5	Selected company must provide appropriate and adequate units of air conditioning (Minimum 04 unit of 2 ton), other required accessories including UPS with 3 hour backup), Furniture(Vibration Free Granite top table to keep the instrument, Working table set Etc.), in additional computer with latest configurations and laser Printer with scanner. Hepafilter, Civil work, etc as per instrument requirement. The Vendor shall provide and shall be responsible for providing the infrastructure required to make the equipment and lab functional.
6	Selected company must provide a complete protocol for validation of the system in relation to Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ). The tender shall provide sufficient number of qualified personnel to assist validation process and acceptance evaluation.
7	Assay Performance- they should be able to detect accurately the following viral markers of a. HIV 1 ( all HIV variants including subtypes), HIV-2 (all HIV variants including subtypes) and HIV-1: Dual target detection b. HCV genotype 1,2,3,4,5 and 6 c. HBV genotype A,B,C,D,E,F,G,H and pre core mutants The system should be stable capable of detecting hepatitis B virus deoxyribonucleic acid (HBV DNA), human immunodeficiency virus ribonucleic acid (HIV-1 RNA) & (HIV-2 RNA) and hepatitis C virus ribonucleic acids (HCV RNA) in human plasma or serum in single unit blood donation.
8	The reagents should be stable & ready to use at any Temp prescribed by Manufacturer to avoid any unnecessary delay or inconvenience, and manufacturer/vendor must provide appropriate storage i.e. freezer/deep freezer for storage of reagents.
9	Barcode facility should be provided for identification of the proper reagent for verification and cross check for correct reagent placement as well as to ensure the expiry and the lot of the reagents and consumables.
10	The equipment should have computer interface facility with Blood Bank Interface system to reduce any chances of error.
11	Selected Company must guarantee the system or any part there of commencing from the date of acceptance certificate are in good working condition. They shall also replace faulty parts and provide both scheduled and breakdown maintenance service by qualified maintenance personnel.
12	The rate contract awarded firm must ensure that due to want of reagents and other consumables the testing procedure should not be hampered even for one day and the firm shall maintain sufficient

	buffer stock of reagents and consumables in Lucknow without fail as per requirement.
13	Discriminatory test should be available on the same platform and must provide discriminated result within 2 weeks from starting of testing. Company should submit a SOP of complete procedure to the institute.
14	The NAT system must support single room operation and Reagents should be ready to use and each kit should contain positive and negative controls, calibrators, internal controls, and external control samples and all other necessary chemicals for the completion of the whole Test procedure. Instrument with less daily maintenance will be preferred.
15	The selected company must provide proven data with details showing assay performance of the reagents for the detection of the requirements listed above. Wider spectrum of viral genotypes detection will be advantageous in assessment; Bidder must submit sufficient scientific publication regarding the sensitivity, specificity, reproducibility, repeatability and accuracy of test result.
16	Analytical sensitivity of the complete assay performed on system should be provided by the vendor for the given format.
17	The service provider shall specifically quote latest model available globally and scientifically known commercial automated NAT testing system and Assays which should be approved by US FDA or CE or BIS (Beuro of Indian Standards) & CDCSO (both).
18	The selected company must deploy Protocol for accurate identification, labelling and reporting of samples in mutual consultation and agreement with the Institute.
19	The service provider should provide free of cost maintenance of instrument for entire contract period. The system must have throughput of minimum 200-250 samples in 8hrs and 400-500 samples in 12 hrs (detection and discrimination).
20	All reagents supplied shall be within 1/3 <sup>rd</sup> of their shelf life (calculated from the printed dates of manufacture and expiry) at the time of delivery. Any expired and used reagents shall be replaced by the company free of cost.
21	Supplier should provide complete testing protocol and Algorithm for testing and confirmation of test results as approved in India.
22	Equipment shall be a newly manufactured one and not a refurbished system.
23	24 hours operator support must be provided.
24	The tenderer has to provide the test kits and consumables needed to run 1000 (one thousand) tests for validation and trial run.
25	The Vendor shall update and provide any up gradations on the testing platform or the testing kits to the Institute.
26	STAT feature must be there, and facility for the priority sample testing to avoid any delay in emergency sample or rare blood group testing.
27	The Vendor shall be responsible for transport of equipments and accessories to the institute at his own expanses.
28	The Vendor should provide seamless backup for the instruments and any breakdown would be penalized as per institute rules.