



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010



DR. RAM MANOHAR LOHIA INSTITUTE OF MEDICAL SCIENCES
VIBHUTI KHAND , GOMTI NAGAR, LUCKNOW- 226 010
Phones: 0522-4918503, 4918510 Fax 0522-4918506
Website www.drrmlims.ac.in

e-bid Ref no: 3327 /RMLIMS/HRF/NS/2021

Dated: 30.11.2021

e-Bid Notice

e-Bids are invited in two-bid system from reputed manufacturers / importers / sole marketers for rate contract of surgical Implants & Fixation Devices for Neurosurgery for a period of two years..

e-bids can be submitted from 04/12/2021 to 03/01/2022 & will be opened on 04/01/2022 at 11:00 AM. The details for submission of e-Bids are available on e-tender portal <http://etender.up.nic.in>. and details are also available on Institute website www.drrmlims.ac.in for reference only. The Director reserves the right to cancel any or all e-Bids without assigning any reason thereof.

Director



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

Request for Proposal (RFP)

Purpose	Rate contract of Surgical Implants & Fixation Devices for Neurosurgery on consignment basis and utilization basis for a period of two years
Date of publication of NIT	01/12/2021
Date of submission of bid	From 04/12/2021 to 03/01/2022
Closing date of submission of bid	03/01/2022 up to 04:00 P.M.
Date of opening of Technical bid	04/01/2022 at 11:00 AM
Website for submission of bid	e-Tender portal https://etender.up.nic.in
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)	Rs. 5,900/- (Including @18% GST) (Rs. Five thousand nine hundred only) payable by NEFT / RTGS in favour of "Nodal Officer, Dr. RMLIMS HRF" payable in A/c no. 17730100777771 of Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow IFS Code: IOBA0001773 for each bidder. The Details of Receipt/proof of the online submission of Tender Fees must be attached along with the Technical Bid.
EMD (Refundable)	Rs. 50,000/- (Rupees Fifty Thousand only) payable through NEFT / RTGS in favour of "Nodal Officer, Dr. RMLIMS HRF" payable in A/c no. 17730100777771 of Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow IFS Code: IOBA0001773 for each bidder. The Details of Receipt/proof of the online submission of EMD must be attached along with the Technical Bid.
Performance Security (Refundable)	Rs. 2,00,000.00 (Rupees Two Lac Only) in shape of Performance Security / TDR / FDR in favour of "Nodal Officer, Dr. RMLIMS HRF Society" payable at Lucknow
Bid validity	Two years from the date of submission of e-Bid
e-Bid Inviting Officer	The Chairman, HRF
E-mail address	dr.rmlims.hrf2020@gmail.com , directordrrmlims@gmail.com
Website of the Institute	www.drrmlims.ac.in
Contact numbers	0522-4918504, 0522-4918514, 0522-4918502, 0522-4918503, 0522-4918510
Fax number	0522-4918506



Dr. Ram Manohar Lohia Institute of Medical Sciences

Vibhuti Khand, Gomti Nagar, Lucknow -226 010

SECTION I (General Terms & Conditions) **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-Bids submitted by any unregistered bidder with M/s U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226001 will be treated as non responsive and will not be considered.
4. e-Bid documents are available on e-tender portal <http://etender.up.nic.in>. All interested bidders may view and download e-Bid documents and may submit e-Bids online only on e-tender portal <http://etender.up.nic.in>.
5. 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>.
6. 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. The size of single label file should not exceed 20-25 MB size.
7. **CONTENTS OF E-BID DOCUMENT**
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.
8. **CLARIFICATIONS OF E-TENDER PROCESS**
A prospective bidder requiring any clarification of e-tender process may raise his point to NIC e-mail support-eproc@nic.in, (M) 8826246593, (O) 0120-4200462, 0120-4001002, 0120-4001005
9. **AMENDMENT IN E-TENDER DOCUMENTS**
 - 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 documents by making necessary 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.
 - It shall be the sole responsibility of the prospective bidder to check the e-tender portal <http://etender.up.nic.in> from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, the Institute shall not be responsible for any negligence on part of the bidder.
 - 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>.
10. **PREPARATION & SUBMISSION OF E-BIDS**
 - a) **Documents Constituting e-Bid / e-Bids will comprise of:**
 - Technical Bid (Part - I)
 - Financial Bid (Part - II)
 - b) **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



Dr. Ram Manohar Lohia Institute of Medical Sciences

Vibhuti Khand, Gomti Nagar, Lucknow -226 010

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.

11. **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 stamp and sign all pages / documents of e-Bid manually before converting them into PDF and uploading them as bidding documents.

12. **SUBMISSION OF E-BIDS**

- a) 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.
- b) 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.
- c) **Technical Bid (Part I) contains the following documents:**
 - All Pre- qualification Forms should be duly filled in stamped and signed.
 - **Tender Cost (Non-refundable):** Rs. 5,900/- (Including @18% GST) (Rs. Five thousand nine hundred only) payable by NEFT / RTGS in favour of "Nodal Officer, Dr. RMLIMS HRF" payable in A/c no. 17730100777771 of Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow IFS Code: IOBA0001773 for each bidder. **The Details of Receipt/proof of the online submission of Tender Fees must be attached along with the Technical Bid.**
 - **Earnest Money Deposit (Refundable) :** Rs. 50,000/- (Rupees Fifty Thousand only) payable by NEFT / RTGS in favour of "Nodal Officer, Dr. RMLIMS HRF" payable in A/c no. 17730100777771 of Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow IFS Code: IOBA0001773 for each bidder. **The Details of Receipt/proof of the online submission of EMD must be attached along with the Technical Bid. No interest will be paid on EMD amount of successful/unsuccessful bidders.**
 - **Online Refund of EMD:** For online refund of EMD, Following details be provided by the bidders in technical bid (Part-1):
 - (i) Tender Number
 - (ii) Amount of EMD
 - (iii) Name of Bank and Branch
 - (iv) IFSC Code
 - (v) Name of Account
 - (vi) Account number in which EMD amount is to be credited
- 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.



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

- 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.
- (d) **Financial Bid(Part II) Contains the following documents:**
 - Financial Bid will have to be submitted in prescribed format for 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 HRF.
 - Delivery schedule with definite date of delivery at destination must be adhered to as per Institute requirement.
 - 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.

The bidders have to follow the following instructions for submission of their e-Bids:

- (e) For participating in e-tender through e-bidding system, it is necessary for the bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. For this, the bidders have to register themselves **by depositing a fee of Rs 6000/- (Rupees six thousand only including GST) or as applicable in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226001 for getting a valid User ID and password** and the required training/ assistance etc. on e-tender portal <http://etender.up.nic.in>.
- (f) In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity till its validity. Before proceeding to register his/her DSC, the bidder should first log on to the e-bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.
- (g) For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. **The bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC’s website www.uplc.in along with the payment of fee of Rs 1708/- per person including GST or as applicable.**
- (h) The bidder is also advised to register his/her DSC on e-tender portal well in advance before bid submission end date so that he/she should not face any difficulties, while submitting his/her e-Bid against e-tender. **The bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The Institute shall not be held responsible if the bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.**
- (i) The bidder can search for active bids through "Search Active Bids" link, select a bid in which he/she is interested in and then move it to ‘My Bids’ folder using the options available in the e-Bid submission menu. After selecting and viewing the bid, for which the bidder intends to e-Bid, from "My Bids" folder, the bidder can place his / her bid by clicking "Pay Offline" option available at the end of the view bid details form. Before this, the bidder should download the bid



Dr. Ram Manohar Lohia Institute of Medical Sciences

Vibhuti Khand, Gomti Nagar, Lucknow -226 010

document and study them carefully. The bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.

- (j) After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc of this e-tender document.
- (k) ***The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.***
- (l) Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.
- (m) The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only.
- (n) After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

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 **04:00 P.M. of 03/01/2022.**

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. WITHDRAWAL AND RESUBMISSION OF E-BIDS

- At any point of time, a bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the bid submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

this bid?" displayed in the bid information window for the selected bid. The bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected bid. Once the bidder has withdrawn his /her bid he/she cannot re-submit this bid again.

- The bidder can resubmit his/ her e-Bids as and when required till the bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bids and the new bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the bid submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clauses 09 above.
- The bidders can submit their revised bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.
 - No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

16. 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 **11:00AM** on **04/01/2022**. 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

Section II (Special Terms & Conditions)

HRF invites the offers in two-bid system for RC on the following terms & conditions

1. Eligibility: Pre-requisite Qualifications:

- Sealed bids are invited from the manufacturers/Importers/sole marketers. The firms who are intending to participate in the tender should first ensure that they fulfill all the eligibility criteria as prescribed in the general terms & conditions of the tender document.
- The Bidder should clearly state whether he/they are manufacturers/ importers/ sole marketers and the authority letter must be attached with technical bid, if applicable.
- The Bidder submitting their bid would be deemed to have thoroughly read, considered and accepted all the terms and conditions of the Tender documents.
- The Bidder should have good track record in Govt. Institutes / Hospitals supply



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

- Bidders must submit the products' performance report of any other Government Institute to help technical committee in the assessment of their product performance.
 - No enquiries, verbal or written will be entertained about the acceptance or rejection of bid.
2. **Technical Bid: (Part I)**
The sealed envelope should be super-scribed as "Technical Bid HRF (Part-I)" indicating the tender enquiry number and will contain:
- Original technical bid along with the HRF Forms duly filled in stamped and signed.
 - Copies of documents required in support of statement or information asked for.
 - Product catalogue.
 - GST Registration certificate and copy of latest return of GST & Income Tax filed.
 - Documentary evidence of sales turnover of the firm duly certified by the Chartered Accountant.
 - Non-black listing / conviction certificate duly notarized.
 - 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 any statutory permission / N.O.C / license etc required for sale of any/or all offered items in India must be attached.
 - List of users to be provided alongwith.
3. **Price Bid: (Part II)**
Sealed envelope must be super-scribed as "Price Bid (Part-II)" indicating tender enquiry no. and contain the following documents:
- Price Bid will have to be submitted in the given format.
 - Financial bid duly signed & stamped by authorized signatory with name & position.
 - Printed product price list in support of Price Bid.
 - 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 HRF.
 - Self-declaration is an essential document of price bid.
 - Delivery schedule with definite date of delivery at destination must be indicated.
 - The bidder has to submit on undertaking, if the same OEM has Rate Contract at SGPGIMS, Lucknow or Govt. Institute. A notarized affidavit on Rupees 10% Non-Judicial Stamp Paper to be submitted stating that "The rates quoted in financial bid is not more than quoted at SGPGIMS or any other Govt. Institutes."
4. **Bid / Rate:**
Will mean the rates quoted by the Bidder will remain firm and fixed until the completion of the contract.
- All rates quoted must be for One Unit (figures & words both).
 - Bids must be neatly typed.
 - All rates quoted must be F.O.R. destination that is HRF Stores, Dr RMLIMS, Lucknow.
 - The Institute will not own any responsibility for clearance of any consignment.
 - No escalation in rates except Govt. levy / tax would be permissible during currency of the contract.
 - 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,
 - a. Ten percent discount if all quoted products are procured.
 - b. Ten percent discount on items 'X' if item 'Y' is also procured from this firm.
 - c. Ten percent discount on item 'X' if total qty. purchased exceeds a particular value



Dr. Ram Manohar Lohia Institute of Medical Sciences

Vibhuti Khand, Gomti Nagar, Lucknow -226 010

- The prices quoted by the Bidder will not in any case exceed the controlled price “DPCO”, 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 rates quoted should with due clarity of taxes as applicable.
5. **Disqualification of Bidder:**
- Late receipt or submission of bid document will amount to disqualification.
 - Any action on part of the Bidder to influence anybody of the Institute will amount to disqualification.
 - Non-compliance of terms & conditions of NIT would also amount to disqualification.
 - The dealers cannot participate in tender of rate contract. It amounts to disqualification.
 - Director reserves the right to accept or reject the bid in part or full without assigning any reason.
 - Director is not bound to accept the lowest offer or any bid or to give reasons thereof
6. **Awarding Rate Contract:**
- Rate contract will be awarded to 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 may be issued for similar items.
 - The Institute will enter into rate contract with successful Bidder for a period of two years and it can be extended by mutual consent of both the parties till finalization of new RC.
7. **Change in constitution of the firm:**
- 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.
8. **Execution of order:**
- Upon receipt of cancellation notice, the vendor will discontinue all work under purchase order and matters concerned with it.
 - In event of delay in making delivery, it will be purchaser's discretion to receive delivery from alternate source of supply.
 - Bidder will insure all goods / material against all transit risks including transshipments
 - Delivery time as mentioned in supply order will be the essence of the order or contract.
 - No variation 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.
9. **Procurement on supply order basis:**
- Supply of material covered under this rate contract will be made on the basis of written supply order with terms and conditions enumerated therein. It will be the responsibility of supplier to have an access with HRF 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 inventories, for which following mechanism will be observed: -
- Besides having liaisoning with user department, vendor will be allowed to have access to computerized system to know the consumption pattern / reports of the items concerned.
 - Stock in hand position at main central HRF stores and peripheral sub stores can also be obtained from time to time.
 - Access to HRF stores to know the status of expiry / slow moving / non-moving products.
 - Company will own the responsibility of overstocking & expiry.



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

- Company will actively take preventive measures and inform the SPO/Consultant or the Chairman (HRF) /the 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 HRF stores, vendor may contact the SPO/ Consultant (HRF)/ the Chairman (HRF) / the Director.
- Vendor will agree that any loss of material is going to be a national loss. Please do inform about such items asked for supply but may not be consumed by the users.

10. Information required on challan & bills:

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

(a) The Challan if applicable must bear the following information:

- (i) Name of the item as it was mentioned in rate contract/ supply order with HSN Code.
- (ii) Name of the item as it is mentioned in the product literature of the company with HSN Code.
- (iii) Size of the item
- (iv) Date of manufacturing
- (v) Date of expiry
- (vi) Batch number
- (vii) Quantity of each item
- (viii) Maximum Retail Price (MRP)

(b) Pre-receipted GST Invoice must bear the following information:

- (i) Name of the item as it was mentioned in rate contract/ supply order with HSN code.
- (ii) Name of the item as it is mentioned in the product literature of company with HSN code.
- (iii) Size of the item
- (iv) Date of manufacturing
- (v) Date of expiry
- (vi) Batch number
- (vii) Quantity of each item
- (viii) Rate of each item
- (ix) Total value of the bill
- (x) The amount of GST to be paid by the Institute.
- (xi) Maximum Retail Price (MRP)

11. Earnest Money Deposit (Refundable) and Performance Security:

- EMD will not be accepted in shape of cheque / DD
- EMD should be deposited by the manufacturers / Importers/ Bidders.
- **Earnest Money Deposit (Refundable) : Rs. 50,000/- (Rupees Fifty Thousand only)** payable by NEFT / RTGS in favour of "Nodal Officer, Dr. RMLIMS HRF " payable in A/c no. 177301007777771 of Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow IFS Code: IOBA0001773 for each bidder. **The Details of Receipt/proof of the online submission of EMD must be attached along with the Technical Bid.**
- EMD of the successful Bidders will be retained as security for the performance of the contract or work order and will be retained until expiry of the contract or work order with a grace period of six month and will be refunded thereafter.
- If the contractor fails to observe or perform any of his / her obligations under the contract, it will be lawful for the Institute to forfeit the Earnest Money Deposit or Performance Security furnished by the contractor.

12. Release of Performance Security:

- The Institute will retain Performance Security of successful bidders till the completion of the Rate contract and would be released after final settlement of issues & matters regarding



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

consumption of material and replacement/adjustment of equivalent value pertaining to expiry/slow moving/non-moving items etc.

- The bidders who has/have not been awarded any Rate Contract can take their EMD immediately after finalization of Rate Contract with due correspondence.

13. PAYMENT:-

- (a) 100% Payment shall be made on receipt of 100% goods in satisfactory conditions and submission of bill/ GST Invoice.
- (b) Payment will be made within 30th days from the date of submission of bill, with early payment option facility to be enumerated in the supply order.
 - (i) If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
 - (ii) If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.
 - (iii) If you do not wish to avail the opportunity of early payments, payments shall be made within 30 days on its submission.
 - (iv) Bill for part supply will not be considered for payment until 100% satisfactory supply is not made as per supply order
 - (v) Period for payment will be reckoned after 100% satisfactory supply.
 - (vi) All payment options are applicable against 100% supplies.
- (c) On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.
- (d) Bills not received in accordance with the instructions as required on Tax Invoice (mentioned above) will not be entertained / processed for payment by the Institute.
- (e) The part supplies are accepted for the sake of convenience of HRF only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part Supply and procurement being done from RC2 or other sources, the cost difference account shall be deducted from the forthcoming bills of the RC1 (L1)/Billing Agency.
- (f) The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.
- (g) Bill in quadruplicate and pre-receipted payment must be submitted along with copy of challan at the time of supply of the material at HRF stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.
- (h) Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.

14. **Replacement of near expiry /expired/ slow moving / non-moving items:-** It will be responsibility of supplier to get status of slow /expired/ non-moving inventory for replacement purposes from HRF stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving /expired/ non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

15. 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 rate contract or any part thereof and will be entitled to revise the contract fully and / or partly by a written notice to 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



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

- 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.

16. Penalty Clause:

- a. **Non-execution of supply order** - For the reasons of failure to supply partially or completely within 30 days, if the HRF has to buy the items from the RC 2 (L-2), RC 3 (L-3) or approved local vendor firm, the rate difference in cost will be recovered from RC holder i.e L-1 /Billing Agency as appointed by the Rate Contract Holder. In case if L-2 firm is not available in panel, HRF has to buy the item from locally approved vendor and the difference of cost will be recovered from RC holder/billing agency payments. The difference of amount will be deducted from the forthcoming bills of the supplier pertaining to any product. Repeated failure (Three times) to supply in part or in fully may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the HRF timely. And/ or
- b. **Late delivery clause** -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order which will not be supplied during stipulated time period of 30 days should be treated either as cancelled and may be procured from RC-2/RC-3 or approved local vendor and difference amount will be deducted from forthcoming bills of RC1 (L1)/Billing Agency or delivery may be accepted with late delivery penalty @1% per week of the order value will be imposed on delayed supply subject to a maximum of 10% of supply/unsupplied order value (The delivery period will be calculated from the next day of the dispatch date of purchase order and to the previous day of receipt of material in the HRF). Value of order would be proportionate to the staggered schedule of supply, as mentioned in the respective supply order.
- c. **Non production of item** – Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

17. 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 of HRF, 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.

18. 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.

Definitions & Interpretations of different terms & conditions used in the tender

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

- **Institute:** - means Dr. Ram Manohar Institute of Medical Sciences, Vibhuti Khand, Gomti Nagar, Lucknow, U.P. (India).



Dr. Ram Manohar Lohia Institute of Medical Sciences

Vibhuti Khand, Gomti Nagar, Lucknow -226 010

- **HRF**: - means the department who is responsible & accountable for the purchase & supply of all surgical implants and fixation devices for neurosurgery on consignment basis, which includes all activities right from materials requirement planning, Indenting, forecast, procurement, storage, receipt, inspection, distribution, issue, of goods, realization of cost and the payment of goods to the suppliers as per payment options.
- **Competent Authority**: - means the Director of the Institute.
- **Contracting Authority**: - means designated officer acts on behalf of the Director.
- **Bidder**: - means any reputed & genuine manufacturers/importers or authorized Indian agent to act in their names.
- **Manufacture**: - means producing, making, extracting, altering, furnishing or otherwise processing, treating or adapting any goods.
- **Importer**: - means the dealer who makes the first sale of such goods after imports in India.
- **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.
- **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.
- **Situations for punitive actions against successful Bidder/dealer**: -
 - a. 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 the vendor, if: -
 - b. The vendor fails to comply with the terms & conditions of the supply order.
 - c. The vendor becomes bankrupt or goes into liquidation.
 - d. The vendor does not replace the rejected goods on demand / request.
 - e. The vendor fails to deliver the goods in time.
 - f. The vendor does not replace the returned goods.
 - g. A receiver is appointed for any of the property owned by the vendor.
 - h. Any prayer of the Bidder, which does not serve the purpose of the Institute.
- **Inspection**: - means inspection carried out by the person specified in the contract.
- **Purchaser**: - means the authority accepting the tender.
- **Test**: - means such tests as are considered necessary.
- **Unit**: - means the unit of purchase as specified in the order / Rate Contract.
- **Purchase Price**: - means the amount of goods paid or payable by the Institute.
- **Tax Invoice**: Where the GST has been paid on the purchase of goods by the Institute's HRF and such goods have been sold / used in the Institute, the amount of GST paid to the vendor on the purchase of such goods shall subject to input credit of GST paid on the purchase or sale of goods under the rules. The vendor / authorized billing agency shall provide the tax invoice for availing the tax input credit.
- **Turnover**: - means the aggregate amount for which related goods are supplied or distributed by way of sale or are sold in any accounting or financial year.
- **Customs Duty**: - means the duty is levied when the goods are imported under the rules.
- **F.O.R. Destination**: - means the goods will be delivered at HRF Store, Dr RMLIMS, Lucknow.
- **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.
- **Proprietary Articles**: - means those items of manufacture, production or sale which are controlled by exclusive rights under patent Laws.



Dr. Ram Manohar Lohia Institute of Medical Sciences

Vibhuti Khand, Gomti Nagar, Lucknow -226 010

- **Evaluation of Bid:** means Identification of comparable products (Items) would be done by the nominated committee and the recommendation of the Committee would be final.
- **Acceptance of Bid:** - means communication for opening of financial bid of the tender.
- **Supply Order:** - means an order for the supply of goods at approved rates.
- **Consignment basis:** means goods will remain the property of the consignor / vendor until the time it is utilized or issued to the patient by HRF of the Institute.
- **Power to extend the delivery period:** - means Director /Chairman (HRF) is competent to extend the delivery period of the ordered goods in the larger interest of patient care & services.
- **Techno Commercial:** - 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, terms of payment, handling & clearing of the consignment from custom, inspection & testing.
 - a. The vendors at the time of negotiation should provide supply order copies of Govt. Institute, Hospital in support of the offer.
 - b. 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.
- **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..
- **Bidder:** - means the person, firm or company who submits the bid or the contract is made.
- **Procurement on supply order basis:** Supply of material is covered under this rate contract will be made on the basis of written supply order with terms and conditions as enumerated therein. It will be the responsibility of supplier to have an access with HRF 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 inventories, for which following mechanism will be observed: -
 - a. Besides having liaisoning with user department, you will be allowed to have access to computerized system to know the consumption pattern / reports of the items concerned.
 - b. In hand Stock position at Central HRF Store and peripheral sub stores can also be obtained from time to time.
 - c. Access to HRF stores to know the status of expiry / slow moving / non-moving products.
 - d. Company will own the responsibility of overstocking & expiry.
 - e. Company will actively take all preventive measures and will keep informed SPO/Consultant & Chairman (HRF) in writing about any specific item / quantity mentioned in supply order that may lead to overstocking or expiry.
 - f. In case of any difficulty in getting the feedback from HRF stores, you may contact SPO / Consultant/Chairman/ Director.
 - g. The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.
 - h. **PROCUREMENT ON CONSIGNMENT/UTILIZATION BASIS:-** All approved items on consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

will be 48 to 72 hours. It will be communicated by telephone, fax or e-mail to you or your authorized distributor

You will agree that any loss of material is going to be a national loss. Please do inform about such items asked for supply but may not be required by the users. In case of any difficulty in getting the feedback from HRF stores, you may contact SPO /Consultant/Chairman / Director.

- **Rate Contract (other than Life Saving Category Item):** The following three categories of companies / entities will be identified & selected. The Rate Contract will be signed with them.
 - a. Category 1: Rate Contract 1 –First source for procurement (L-1)
 - b. Category 2: Rate Contract 2 –Second (alternative) source for procurement (L-2)
 - c. Category 3: Rate Contract 3 - Third (alternative source for procurement (L-3)
 - d. Situation under which supply order might be placed to alternative sources of procurement that is RC-2 i.e. L-2 & RC-3 i.e. L-3 in that order.
 - If RC-1 source fails to supply the items within the stipulated time of 30 days.
 - If HRF Committee members are not satisfied with the quality of items procured from RC -1 source.
 - When the RC-1 source fails to honor the terms and condition of the contract e.g.
 1. Asking for upward revision of prices,
 2. Asking for extension of the delivery period beyond the accepted time,
 3. Any other request from RC-1 source which does not serve the purpose of the Institute.
 - RC-1 could not perform well on account of inventory management or bringing loss to the Institute in terms of overstocking and expiry to zero level.
 - Whenever RC-1 fails to execute three consecutive supply orders, the rate contract would be cancelled and RC-2 (L-2) would be the regular source of procurement and the performance security of RC-1 will be forfeited.
 - In such a situation all clauses of RC1 (L-1) shall automatically apply to RC2 (L-2).
 - The performance of the bidder during the current Rate Contract will be taken into consideration while finalizing the future tender.
 - **Delivery:** - All the supplies will be delivered at HRF Store, Dr RMLIMS, Lucknow.
 - **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.
 - **Extension in delivery :-** Extension in delivery period can be extended under the force majeure conditions for which a specific written request of the vendor should reach to the office of HRF before expiry the date of delivery period.
 - **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, it is a penalty payable by the supplier for his failure to deliver the goods in time.
 - **Authority to the purchase:** - Any officer designated by the Institute will be entitled to exercise all the rights and powers given in the contract
 - **Responsibility of the successful Bidder for executing the contract:** - The vendor 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.
19. **Inspection and sampling of goods:**
- After receipt of the consignment, indenting officer may draw a sample out of each consignment and may send it for testing at one of the approved testing laboratory departments. If the sample / samples is/are not found up to the mark or not of standard quality, the consignment may be rejected. The total cost of laboratory test fee may be



Dr. Ram Manohar Lohia Institute of Medical Sciences Vibhuti Khand, Gomti Nagar, Lucknow -226 010

recovered from the supplier. If there is any visible defect in the consignment, it may also be rejected.

- All rejected goods may remain at the cost & risk of the contractor on a/c of such rejection.
- The Institute reserves the right to depute the persons to visit the premises of the manufacturers for ensuring that GMP(s) are observed by the manufacturers. Moreover, the Institute may depute the person to inspect the goods and draw samples before dispatch of consignment also.
- In case of rejection of goods, the supplier may have to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of the facts that part of the supplied stores may have been consumed.

20. **Disputes & Arbitration:**

Shall mean all disputes and question, if any, arises between the Contracting authority and the Bidder / supplier out of or in connection with the terms and conditions contained herein or the construction of application thereof, or the respective rights and obligations of the parties there-under or any clause or things herein contained or by reason of the supply or failure or refusal to supply any material or any other matter in any way relating to these presents will be referred to the Director of Dr. RML Institute of Medical Sciences for arbitration and his decision will be final and binding upon both the parties.

21. **Jurisdiction:**

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

22. **Other terms & conditions:**

- Shall mean any other term or condition not herein defined will have the meaning assigned to them, if any, in the Indian Sale of Goods Act or the Indian Contract Act or the General Clauses Act, as amended from time to time.
- There is a Gazette Notification no. SO 1468 (E) dated 6.10.2005 and GSR 627 (E) dated 7.10.2005 of the Ministry of Health & Family Welfare, Government of India, it would be sole responsibility of the Bidder / /RC holder to comply with all applicable rules and regulations from time to time.

Dr. Harendra Kumar
Consultant (MM&F)
Dr. RMLIMS, Lko

Prof. Atul Jain
Chairman (HRF)
Dr. RMLIMS, Lko



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

TECHNICAL BID (PART - I)
SUBMISSION OF PRE-QUALIFICATION FORMS

PRE-QUALIFICATION FORM - I

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 Consortium).
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

Sl. No	Name	Father's Name	Age	Residential Address	Mobile Number
1					

7. Particulars of business experience.
 - Names of procurement agencies with whom the bidder is registered / authorized fabricators.
 - Names of items have been supplied during last 12 months. (Copy of supply orders to be enclosed)
 - Has the bidder ever been black listed/debarred by any Govt. procurement agency? If yes, give details.
 - How long the bidder has been manufacturing or marketing the products for which bid have been offered.
 - Please submit two performances certificate from your two different clinets i.e any state/central govt hospital/institute/organization to whom you have supplied such type of implants and fixation devices in last three years.
 - List of users to be provided alongwith.

(Authorized Signatory of the firm)

Name & Signature :

Designation & Stamp :

Date :

Place :



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

Pre-qualification HRF Form II *

(Pre-qualification of the Bidder)

* This information will be furnished with Technical Bid (Part-I)
(Financial Aspects)

1. Turnover for the firm in last three financial years (year wise). Please furnish the certificate of turnover by CA or attested copies of Balance sheet / Profit & Loss account of the firm to vouch the turnover.

2018-19

2019-20

2020-21

2. Facilities available from Bank
Overdraft facilities in lakh
Overdraft facilities against hypothecation
Other facilities, if any

3. Name & full address of your bankers with codes, account number.

4. Furnish the following information or documents

Income Tax PAN no.

Central GST no.

State GST no. / GST Registration

(Authorized Signatory of the firm)

Name & Signature :

Designation & Stamp :

Date :

Place :



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

PRE-QUALIFICATION FORM - III

Self-declaration for correctness of information

I, _____ Prop. / Partner / Director of
M/s _____ hereby declare that the
Information given in Pre-qualification 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 :



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

PRE-QUALIFICATION FORM – IV

(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of Shri _____ resident of _____
Proprietor / Director authorized signatory of agency / Firm

M/s _____, do hereby solemnly affirm and declare as follows:

1. I am authorized signatory of agency / firm and am competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all terms and conditions of tender / project and undertake to abide by them;
3. Information / documents furnished along with above application are true and authentic to best of my knowledge and belief. I / we, am / are well aware of fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I / We further undertake that no case / enquiry / investigation is pending with police / court / vigilance or any government body against Proprietor / Partner / Director etc. as individual or against legal entity of Company / Firm / Agency.
5. I / We further undertake that none of Proprietor / Partners / Directors of Agency / agency was or is Proprietor or Partner or Director of Agency with whom Government have banned / suspended / blacklisted business dealings. I / We further undertake to report to the director, Dr. RMLIMS, Lucknow immediately but in any case not later 15 days, if any Agency in which Proprietor / Partners / Directors are Proprietor or Partner or Director of such an Agency which is banned / suspended in future during currency of Contract with you.
6. I / We further undertake that our firm/company is fulfilling all terms and conditions / eligibility criteria obvious / explicit or implied / implicit recorded anywhere in tender document. If at any time including currency of Contract, any discrepancy is found relating to our eligibility or process of award of contract criteria, this may lead to termination of contract and / or any other action deemed fit by Institute.

(Signature of Bidder)

Date:

Name:

Place:

Designation

Seal of Bidder:

Address:

I / We do hereby solemnly declare and affirm that above declaration is true and correct to best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

PRE-QUALIFICATION FORM - V

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 for to Dr. RMLIMS, Lucknow are the lowest one. We have not quoted / supplied at lesser rate to any state/central govt. organization with these specifications. Moreover, we further agree that any price discrepancy is found on later date, we will be liable to refund the same.

Yours faithfully,

Signature

Name & Designation

Name of company (Bidder)

Address

Telephone No,

Mobile No,

E-mail,



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

Submission of credentials of Authorized Dealer HRF Form - VI *

(The following information will have to be submitted / provided by the Bidder)

* This information will be furnished with Technical Bid (Part-I)

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. TIN 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. Drugs License No.
12. Turnover of the Dealer
2018-19
2019-20
2020-21

(Authorized Signatory of the Bidder)

Name & Signature :

Designation & Stamp :

Date :

Place :



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

PRE-QUALIFICATION FORM - VII
FORMAT FOR SUBMITTING

MANUFACTURING & MARKETING CERTIFICATE

This is to certify that M/s _____ are holding valid manufacturing license No. _____ Dated of the State and they are manufacturing the following products since the last three years. It is further certified that the following products are also being marketed for last three years. The Products are as follows:

Sl. No.	Name of Product / Brand	Brief Description of Device	Category of Device
1			

Note: This certificate is to be signed by the Drug Controller of State. Certificate issued by Inspector of Drugs/Drugs Inspector will not be accepted unless their authorization by the State Drug Controller to this effect is supported with documentary proof.

Signature and seal of Drug Controller
of the State

Place:

Dated:

Manufacturing Details:-

1. Complete details about the name & address of the manufacturing premises and registered office of the manufacturer.
2. A brief description of the manufacturing process of the devices.
3. Details of the standards followed by the company for Good Manufacturing Practices and product evaluation.
4. Name, qualification and experience of technical staff under whose supervision the devices will be manufactured.
5. Copies of ISO or any other certifications, if any, obtained by the firm for its manufacturing facility.



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

PRE-QUALIFICATION FORM - VIII

AFFIDAVIT

(Notarized)

Reference : Tender No.3327 /RMLIMS/HRF/NS/2021 Date : 30.11.2021

I, (Name of the Signatory), S/o (Father's Name),(Designation of the Signatory)with (Name of the Company), with its office at (Address of the Head office of the Company), do solemnly affirm and declare as under:-

The bidder does not have any relation with the person authorized to evaluate technically or involved in finalizing the tender or will decide the use of tendered items

Place:

Date:

Deponent

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and no part of it is false and nothing has been concealed therein.

Verified at (Place), on this (Date) day of (Month) 2019-20.

Deponent



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

FORMAT FOR SUBMITTING AFFIDAVIT Form IX

AFFIDAVIT (Notarized)
(To be filled by RC Holder)
(on Rs 100.00 Non-judicial Stamp paper)

Ref: Tender No. 3327 /RMLIMS/HRF/NS/2021 Date : 30.11.2021

I, _____

S/o _____

Designation of the Signatory) of M/s (Name of the Company):

Address of the Head office of the Company:

Do solemnly affirm and declare as under:-

The RC holder or its representative will not have:

- (i) Any conflict of interest in execution of the RC
- (ii) Will not indulge in any corrupt practice
- (iii) Will not indulge in any fraudulent practice

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and no part of it is false and nothing has been concealed therein.

Place:

Date:

Deponent



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

Format for submitting the Technical Bid (Part I)
For Surgical Implants & Fixation Devices for Neurosurgery
It will be kept on Utilization or Consignment basis

Note:

Sl	Tendered Item Sl.	HSN Code	Name of Item	Specification	Brand Name	Country of origin	Pack Size	Category	Name of Agency for Quality Certification. e.g. US-FDA, CE, WHO GMP / DCGI / CPP etc
1	2	3	4	5	6	7	8	9	10

1. Serial no. of the tendered item should be same serial number as in scope of supply.
2. Please submit your bid in the given format.
3. Identification of comparable products (Items) would be done by expert's committee.
4. The Committee's decision & recommendation would be final binding on the firms.
5. The firm will quote the items procedure wise stating the brand name & country of origin.
6. Approval of the products from regulatory agency will be indicated against each item.
7. Quality certification will be entertained as per Govt. mandate given from time to time.



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

Scope of Supply (Imported)

A List of Surgical Implants & Fixation Devices For Neurosurgery
To Be kept on consignment basis and utilization basis at the Institute

S.No.	Description of Material	Quantity
1.	Implants –cervical/lumber/dorsal plating system all types including fixation devices, cable system, cages, implants and rods(imported) occipito cervical fixation system imported (USFDA approved)	Utilization basis
2.	Implants-SS wire/ Titanium wire all size	Utilization basis
1	6F Distal Access guiding catheter Distal Soft Tip 8-10 cm hydrophilic coating in various Length and shapes	Utilization basis
2	Guide sheath with Dexterous tip for more procedural support and enhanced tracking having large inner diameter of 0.088"- 0.090" in various lengths	Utilization basis
3	Braided Guiding catheter 7F 90 - 100 cm in various shapes	Utilization basis
4	Braided Guiding catheter 6F 90 - 100 cm in various shapes	Utilization basis
5	Braided Guiding catheter 5F 90 - 100 cm in various shapes	Utilization basis
6	Neuromicrocatheter,0.010" guide wire compatible in various shapes	Utilization basis
7	Neuromicrocatheter,0.014" guide wire compatible in various shapes	Utilization basis
8	Neuromicrocatheter, with ID 0.021", for stent deployment in various shapes	Utilization basis
9	0.010" Neuroguide wire,in various lengths	Utilization basis
10	0.014" Neuroguide wire,in various lengths	Utilization basis
11	0.014" Neuroguide wire,Exchange length wire in various lengths	Utilization basis
12	Intracranial Nitinol Stent vascular reconstruction device with closed cell design in various lengths,0.021" Microcatheter delivery System	Utilization basis
13	Retrievable self expanding clot retrieval device with closed distal end in various Lengths for neurovascular use	Utilization basis
14	Third Generation Revascularization Device designed with Dual Stent Design,Best First Pass Success rate and engage the clot differently in various Lengths,0.021" Microcatheter Delivery System	Utilization basis
15	Detacher for detaching hydraulically/Electrical detachable coils	Utilization basis
16	Detacher for Detaching Mechanical detachable Coils	Utilization basis
17	0.010"- 0.012" Detachment coil system with complex shape in various diameter and lengths	Utilization basis
18	0.010"- 0.012" Neuro coils system with complex Shape in various diameter and lengths	Utilization basis
19	Platinum frame microcoils for wide neck aneurysm,in various diameter and lengths	Utilization basis
20	Coated spherical coils for extra wide neck aneurysm in various diameter and lengths	Utilization basis
21	Finishing microcoils in diameter in various lengths	Utilization basis

Scope of Supply (Indian)

A List of Surgical Implants & Fixation Devices For Neurosurgery
To Be kept on on consignment basis and utilization basis at the Institute

S.No.	Description of Material	Quantity
1.	Implants –cervical/lumber/dorsal plating system all types including fixation devices, cable system, cages, implants and rods (Indian Titanium) occipito Cervical fixation, C1 reduction screw, inner outer occipital plate, trans facet screw, bone cement, bone granules, all type of drapes, kyphoplasty balloon system, vertebroplasty system, cranial/ spine	Utilization basis



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

	titanium mesh all sizes	
2.	Implants-SS wire/ Titanium wire all size	Utilization basis

1. One or more rate contracts can be awarded of similar products by the Institute depending upon the nature, type, make, model, version, requirements & recommendations of the key user / Indenter / Technical Evaluation Committee / HOD concerned.
2. All Surgical Implants & Fixation Devices and consumables will be kept on utilization basis or consignment basis at the Institute like other Implants & Devices.
3. All products in each category will be quoted of latest version & model.
4. It would be obligatory on part of the bidder / vendor to furnish the details of upgraded make & models during the validity of the Rate Contract. It will be replaced by the upgraded make & model or modified version without any price hike / escalation.
5. Rate will be quoted in the prescribed bidding format stating GST payable.
6. Technical Evaluation Committee may ask to give the demo of product if necessary.
7. The Institute reserves the right to negotiate with the qualifying bidders.

Dr. Harendra Kumar
Consultant (MM&F)
Dr. RMLIMS, Lko

Prof. Atul Jain
Chairman (HRF)
Dr. RMLIMS, Lko



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

Format for submitting the Price Bid (Part II)

(Not to be submitted in Technical bid)

For Surgical Implants & Fixation Devices for Neurosurgery

It will be kept on Consignment basis and Utilization basis

Note:

SI	Tendered Item Sl.	HSN Code	Name of Item	Specification	Brand Name	Country of origin	Pack Size	Maximum Retail Price (MRP) inclusive of all taxes (in Rs.)	Offered Rate / Unit Basic Price without GST	GST (in %)	Total Offered Rate / Unit Rate inclusive GST (10+11)
1	2	3	4	5	6	7	8	9	10	11	12

1. Bidders must ENSURE quoting the items and rates, STRICTLY as per serial number mentioned in the scope of supply for both Imported and Indians.
2. Serial no. of the tendered item should be same serial number as in scope of supply.
3. Please submit your bid in the given format.
4. Identification of comparable products (Items) would be done by expert's committee.
5. The Committee's decision & recommendation would be final binding on the firms.
6. The firm will quote the rate of items procedure wise stating the brand name, country of origin and customized rate of all possible procedure to be performed.
7. Hospital rate list of the items will be submitted in support of your offer / bid.
8. Approval of the products from regulatory agency will be indicated against each item.
9. The rates quoted should not exceed the controlled price. if any, fixed by the Central / State Government agency i.e. NPPA etc. of the items.



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

Dr. Ram Manohar Lohia Institute of Medical Sciences, Lucknow
Hospital Revolving Fund

Ref: /RMLIMS/HRF/NS/2021

Date: 00.08.2021

To,

Specimen copy of rate contract

Sub: Rate contract for supply of Surgical Implants and Fixation Devices (on consignment basis and utilization basis)

Dear Sirs,

With reference to your bid towards the supply of above-mentioned items, we are pleased to inform you that your products as per **Annexure- I** are approved under annual Rate Contract on the following terms and conditions:

The award of rate contract is not linked to the procurement style opted by HRF / Institute during the entire period of rate contract. Any item approved under rate contract may be procured through supply order basis and mode of procurement or inventory management of any item may be changed at any point of time by the Institute.

1. (a) Procurement on supply order basis:

Supply of material is covered under this rate contract will be made on the basis of written supply order with terms and conditions as enumerated therein. It will be the responsibility of supplier to have an access with HRF 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 inventories, for which following mechanism will be observed: -

- (i) Besides having liaisoning with user department, you will be allowed to have access to computerized system to know the consumption pattern / reports of the items concerned.
- (ii) In hand Stock position at Central HRF Store and peripheral sub stores can also be obtained from time to time.
- (iii) Access to HRF stores to know the status of expiry / slow moving / non-moving products.
- (iv) Company will own the responsibility of overstocking & expiry.
- (v) Company will actively take all preventive measures and will keep informed SPO, Consultant & Chairman (HRF) in writing about any specific item / quantity mentioned in supply order that may lead to overstocking or expiry.
- (vi) In case of any difficulty in getting the feedback from HRF stores, you may contact SPO /Consultant/Chairman/ Director.
- (vii) The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.

You will agree that any loss of material is going to be a national loss. Please do inform about such items asked for supply but may not be required by the users. In case of any difficulty in getting the feedback from HRF stores, you may contact SPO /Consultant/Chairman / Director.

(b) Procurement On Consignment/Utilization Basis:- All approved items on consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks will be 48 to 72 hours. It will be communicated by telephone, fax or e-mail to you or your authorized distributor.

2. **PERIOD OF VALIDITY:** -The Rate Contract will be valid for a period of two years from the date of issue of Rate Contract. It may be further extended by mutual consent of the both parties till finalization of new rate contract.
3. **PERFORMANCE SECURITY:** Please submit performance security of Rs. 2,00,000/- (Rupees Two lakh only). Performance security will be in shape of TDR/FDR in favour of “**Nodal officer, Dr. RMLIMS HRF payable at Lucknow**” (as stipulated in tender notice) payable at Lucknow from any scheduled bank. The performance Security will have the minimum validity of three years from issuance of Rate Contract.
4. **TAXES AND DUTIES:** - Rates are inclusive of all taxes including Central GST, GST etc as applicable. Any price variation due to Govt. levies will be settled accordingly. In case the excise duty is being claimed excise gate pass should accompany the supplies or annotation to the effect that excise duty has been deposited. Other charges like banks charges, postage, freight, etc. will be borne by your company.



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

5. **PRICES:** - Rates are F.O.R. destination basis i.e. HRF Stores, DR. RMLIMS, Lucknow. No escalation in rates except Govt. levy/ tax would be permissible. If at any point of time or during the execution of the contract, the contractor reduces the sale price including MRP or sells or offers to sell such stores, as are covered under the rate 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 shall forthwith notify such reduction of 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 shall stand correspondingly reduced.
6. **ROAD PERMIT:** - No road permit i.e. Form 37/38, Form C or D would be provided by the Institute. It would be the sole responsibility of the supplier to affect the door deliveries at his / her own. HRF will neither own any responsibility for clearance of goods from any road, rail, postal, air terminals nor any machinery of Dr. RMLIMS, Lucknow would be allowed for this purpose.
7. **Shelf life:** - Supplied material should have ordinarily minimum shelf life of 60% at the time of supply. Batch number, date of manufacture and expiry date must be mentioned on face of the bill. Stores supplied through courier, post etc may be received under the sole responsibility of supplier regarding quantity, specification and breakage.
8. **DEFECTIVE INVENTORY:** - HRF Stores / User department / HRF Management Committee of the Institute will be the sole authority to declare inventory as defective either at the time of receiving the goods or after the use of goods. Cost of such defective inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.
9. **PENALTY CLAUSE:**
 - (a) **Non-execution of supply order** - For the reasons of failure to supply partially or completely within 30 days, if the HRF has to buy the items from the RC 2 (L-2), RC 3 (L-3) or approved local vendor firm, the rate difference in cost will be recovered from RC holder i.e L-1 /Billing Agency as appointed by the Rate Contract Holder. In case if L-2 firm is not available in panel, HRF has to buy the item from locally approved vendor and the difference of cost will be recovered from RC holder/billing agency payments. The difference of amount will be deducted from the forthcoming bills of the supplier pertaining to any product. Repeated failure (Three times) to supply in part or in fully may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the HRF timely. and/ or
 - (b) **Late delivery clause** -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order which will not be supplied during stipulated time period of 30 days should be treated either as cancelled and may be procured from RC-2/RC-3 or approved local vendor and difference amount deducted from forthcoming bills of RC1 (L1)/Billing Agency or delivery may be accepted with late delivery penalty @1% per week of the order value will be imposed on delayed supply subject to a maximum of 10% of supply/unsupplied order value (The delivery period will be calculated from the next day of the dispatch date of purchase order and to the previous day of receipt of material in the HRF). Value of order would be proportionate to the staggered schedule of supply, as mentioned in the respective supply order.
 - (c) **Non production of item** - Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.
 - (d) **Extension in delivery** :- Extension in delivery period can be extended under the force majeure conditions for which a specific written request of the vendor should reach to the office of HRF before expiry the date of delivery period.
10. **INFORMATION REQUIRED ON CHALLAN / BILL / GST Invoice:** -
 - (a) Supply order will be released and you may execute the supplies directly or through your authorized distributor. Challan must mention the following:
 - (i) Name of the item as it was mentioned in supply order.
 - (ii) Brand name of the item as it is mentioned in the product literature of the company.
 - (iii) Size of the item.
 - (iv) Supply order number.
 - (v) Supply order date.
 - (vi) Date of manufacturing
 - (vii) Date of expiry.
 - (viii) Batch number.
 - (ix) Quantity of each item.



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

- (x) *Challan must be endorsed by the security personnel at the main gate of DR. RMLIMS. The endorsement must clearly state the date of entry of the material.*
- (b) Bill must mention the following: -
- (i) Name of the item as it was mentioned in supply order.
 - (ii) Brand name of the item as it is mentioned in the product literature of the company.
 - (iii) Size of the item.
 - (iv) Supply order number.
 - (v) Supply order date.
 - (vi) Date of manufacturing
 - (vii) Date of expiry.
 - (viii) Batch number.
 - (ix) Quantity of each item.
 - (x) Rate of each item
 - (xi) Total value of the bill
 - (xii) The amount of UP VAT to be paid by the supplier.
11. **REPLACEMENT OF NEAR EXPIRY /EXPIRED/ SLOW MOVING / NON-MOVING ITEMS:-** It will be responsibility of supplier to get status of slow /expired/ non-moving inventory for replacement purposes from HRF stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving /expired/ non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.
12. **RELEASE OF Performance Security**
- The Institute will retain Performance Security of successful bidders till the completion of the Rate contract and would be released after final settlement regarding consumption of material and replacement/ adjustment of equivalent value pertaining to expiry/slow moving/non moving items etc.
13. **PAYMENT**
- (a) 100% Payment shall be made on receipt of 100% goods in satisfactory conditions and submission of bill.
 - (b) Payment will be made within 30th days from the date of submission of bill, with early payment option facility to be enumerated in the supply order.
 - (i) If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
 - (ii) If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.
 - (iii) If you do not wish to avail the opportunity of early payments, payments shall be made within 30 days on its submission.
 - (iv) Bill for part supply will not be considered for payment until 100% satisfactory supply is not made as per supply order
 - (v) Period for payment will be reckoned after 100% satisfactory supply.
 - (vi) All payment options are applicable against 100% supplies.
 - (c) On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.
 - (d) Bills not received in accordance with the instructions as required on Tax Invoice (mentioned above) will not be entertained / processed for payment by the Institute.
 - (e) The part supplies are accepted for the sake of convenience of HRF cell only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part Supply and procurement being done from RC2 or other sources, the cost difference account shall be deducted from the forthcoming bills of the RC1 (L1)/Billing Agency.
 - (f) The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.
 - (g) Bill in quadruplicate and pre-receipted payment must be submitted along with copy of challan at the time of supply of the material at HRF stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

- (h) Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.
14. **ANY RATE VARIATION** in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.
15. **TERMINATION OF CONTRACT** -In case any party (Institute or the company) wants to withdraw from the rate contract, it can do so after giving 03 (three) months notice in writing.
16. In view of the notification issued by the Ministry of Health & Family Welfare, Government of India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 627 (E) dated 07.10.2005; it would be sole responsibility of the Rate Contract holder to comply with the applicable rules and regulations from time to time.
17. HRF will entertain only direct correspondence from the RC Holder.
18. It would be responsibility of the Rate Contract holder to submit the undertaking during currency of contract by 1st week of every month to the effect that their prices have not come down during the preceding / prevailing month.
19. Name and address of billing agency will be informed by the bidder after award of rate contract.
20. **SITUATIONS FOR PUNITIVE ACTIONS AGAINST SUCCESSFUL BIDDER/DEALER: -**
- 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 the vendor, if: -
 - The vendor fails to comply with the terms & conditions of the supply order.
 - The vendor becomes bankrupt or goes into liquidation.
 - The vendor does not replace the rejected goods on demand / request.
 - The vendor fails to deliver the goods in time.
 - The vendor does not replace the returned goods.
 - A receiver is appointed for any of the property owned by the vendor.
 - Any prayer of the Bidder, which does not serve the purpose of the Institute.
1. **DISPUTES & ARBITRATION:**
Shall mean all disputes and question, if any, arises between the Contracting authority and the Bidder / supplier out of or in connection with the terms and conditions contained herein or the construction of application thereof, or the respective rights and obligations of the parties there-under or any clause or things herein contained or by reason of the supply or failure or refusal to supply any material or any other matter in any way relating to these presents will be referred to the Director of Dr. RML Institute of Medical Sciences for arbitration and his decision will be final and binding upon both the parties.
2. **JURISDICTION:**
Shall mean all disputes are subject to the jurisdiction of Courts of Lucknow. .
3. **OTHER TERMS & CONDITIONS:**
- Shall mean any other term or condition not herein defined will have the meaning assigned to them, if any, in the Indian Sale of Goods Act or the Indian Contract Act or the General Clauses Act, as amended from time to time.
 - There is a Gazette Notification no. SO 1468 (E) dated 6.10.2005 and GSR 627 (E) dated 7.10.2005 of the Ministry of Health & Family Welfare, Government of India, it would be sole responsibility of the Bidder / /RC holder to comply with all applicable rules and regulations from time to time.

However, other terms & conditions will be as per tender documents. Please send us your acceptance duly signed and stamped on duplicate copy of this rate contract as a token of your acceptance before execution of the first supply order and also submit the performance security.

Yours Sincerely,

(Dr. Harendra Kumar)
Consultant (MM & F)
(HRF)

(Prof. Atul Jain)
Chairman
(HRF)



Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow -226 010

TO BE SUBMITTED ON LETTER PAD OF THE BIDDER*

TO THE CHAIRMAN (HRF),

DR. RMLIMS, GOMTI NAGAR, LUCKNOW

*(The above listed documents will be submitted along with the Technical Bid (Part-I))

S I	Name of Document	Page (From)	Page (To)
1.	Cost of Tender document downloaded from e-portal (Non-refundable) NEFT / RTGS Ref. No.....Dated.....Issuing Bank Name for Rs. 5,900/- (Including @18% GST) payable by NEFT / RTGS in favour of "Nodal Officer, Dr. RMLIMS HRF " payable in A/c no. 17730100777771 of Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow IFS Code: IOBA0001773.		
2.	E.M.D. – NEFT/RTGS Ref No: -----date ----- Name & address of issuing bank ----- Amount in figures & words. Rs. 50,000.00 (Rupees Fifty Thousand only), payable by NEFT / RTGS in favour of "Nodal Officer, Dr. RMLIMS HRF " payable in A/c no. 17730100777771 of Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow IFS Code: IOBA0001773		
3.	Tender document Forms		
4.	Self certified copy of PAN		
5.	Income Tax Return for last three financial years		
6.	Self Attested copies of GST registration certificate		
7.	Non-conviction / No pending conviction certificate issued by Notary for preceding three years		
8.	Self Attested copies of manufacturing / Import license for each and every product as the case may be.		
9.	Self-Declaration on Rs 100/- Non-judicial stamp paper about lowest rate & Downward rate revision		
10.	Three years manufacturing / marketing certificate from Competent Authority. In case of importer evidence for possessing import license and actually importing such items for last three years.		
11.	The Bidder should clearly state whether he/they are manufacturers/ importers/authorized dealers (declared by principal firm only) and the authority letter must be attached with technical bid.		
12.	Documentary evidence stating the status of the bidder i.e. Proprietorship/ Partnership / Company etc		
13.	List of procurement agencies of repute to which the tendered products have been supplied during last 12 months.		
14.	Self Attested copies of annual report, audited balance sheet and profit and loss account for preceding three years for support of claims regarding turnover etc or Chartered Accountant Certificate		
15.	Self-attested copies of USFDA/WHO-GMP/CE / DCGI / CPP		