

Press Note of NIT

Dr. Ram Manohar Lohia Institute of Medical Sciences
Vibhuti Khand, Gomti Nagar, Lucknow - 226 010
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Ref No: 1978/RMLIMS/IRF/2024

Dated: 20.11.2024

e-Tender Notice

E-Bids are invited in two-bid system for supply of SPECT-CT Generator/Radio Pharmaceutical Product for a period of two years. Bids can be submitted from **22/11/2024** to **12/12/2024** & will be opened on **13/12/2024**. The details of 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. The Director reserves the right to accept or cancel any or all e-Bids or annul the bidding process at any stage without assigning any reason thereof.

DIRECTOR

Request for Proposal (RFP)

Objective of the Tender

Dr. Ram Manohar Lohia Institute of Medical Sciences invites Online offers under two bid system from reputed & genuine manufacturers/ first authorized Importers/ agencies for supply of SPECT-CT Generator/Radio Pharmaceutical Product. **In case of bidder/agencies the OEM authorization certificate must be attached.** The interested bidders should have core competence in providing the radio Pharmaceutical Products with dedicated team of professionals for timely execution & supply of the same. The bidder should possess the proper permission & NOC of the Department of Atomic Energy for transport radiation facilities & products from the place of manufacturer to place of use. The bidder/ agency will be responsible for safe transportation & disposal in India. Atomic Energy Regulatory Board (AERB) is the national regulatory authority for enforcement of the regulations for safe handling of radiation sources and transport of radioactive materials. The transport of radioactive materials in India is governed by AERB. The objective of this document is to provide guidance, to an authorized user of radioactive materials, consignor, carrier and other concerned persons, in implementing, maintaining security to protect radioactive materials.

Purpose of the Tender	Most of Super Specialty Hospitals & Institutes use Radioisotopes, SPECT-CT Generator/Radio Pharmaceutical Product.
Date of publication of NIT	21/11/2024
Starting date & time of submission of bid	22/11/2024 at 09:00 AM
Closing date & time of submission of bid	12/12/2024 up to 04:00 P.M.
Date of submission of document on or before	12/12/2024 up to 04:00 P.M.
Date & time of opening of Technical bid	13/12/2024 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.
Cost of e-Bid (Non-refundable)	Rs.2950.00/- (Including GST @18%) payable by NEFT / RTGS in favour of "Nodal Officer, IRF A/c, Dr. RMLIMS IRF Society" Bank Account Number: 17730100777772 Name of Account holder: "Nodal Officer, IRF A/c Dr. RMLIMS- IRF" Name of Bank and Branch: Indian Overseas Bank, Vibhuti Khand, Lucknow-226010. IFSC Code:

	IOBA0001773.
EMD (Refundable)	Rs. 50,000/-payable for NEFT / RTGS in favour of "Nodal Officer, IRF A/c, Dr. RMLIMSIRF Society" Bank Account Number: 17730100777772 Name of Account holder: "Nodal Officer, IRF A/c Dr. RMLIMS- IRF" Name of Bank and Branch: Indian Overseas Bank, Vibhuti Khand, Lucknow-226010. IFSC Code: IOBA0001773.
Performance Security (Refundable)	Rs. 50000/- (Rs. Fifty Thousand) in shape of BG / FDR in favour of "Director, Dr. Ram Manohar Lohia Institute of Medical Sciences, Lucknow"
Period of contract	Two years
Bid validity	365 days from the date of submission of e-Bid
e-Bid Inviting Officer	The Director
E-mail address	directordrrmlims@gmail.com dr.rmlims.irf@gmail.com
Website of the Institute	www.drrmlims.ac.in
Contact numbers	0522-4918504 & 0522-4918514
Fax Number	0522-4918506,4918510

TENDER DOCUMENT

1. Bidder's Eligibility Criteria

The Bidder should meet the following criteria:-

- I. The bidder should be registered with Goods & Services Tax, Department of Govt. of India and have other mandatory registration such as PAN/ TAN etc.
- II. The bidder should have core competence in providing SPECT-CT Generator/Radio Pharmaceutical Products per guidelines of AERB and have all mandatory permissions & NOC etc for the same.
- III. The bidder should have an average annual turnover of Rupees 1 Crore (**One Crore**) during in last 3 financial years (2021-22, 2022-23 & 2023-24). COT duly signed by CA is must.
- IV. The bidder should not have been blacklisted in last three years. A non-blacklisting/ conviction certificate duly notarized on Rs.100/- Non judicial stamp paper by any Central / State Govt. / Public Sector Undertakings / Autonomous Bodies under Central/ State Govt. of India.
- V. The bidder must have experience of executing similar orders during last three years ending March 2024.
 - Similar work means in execution & supply of Radio Pharmaceutical Products.
 - Bidder should have valid registration & permission/ NOC of AERB.
- VI. The Director reserves the right to carry out capability assessment of the Bidders and the Institute's decision shall be final in this regard.

2. Rates and Prices

Bidders should quote the rate in the format given at Annexure. Incomplete bids will summarily be rejected. Rates quoted shall be firm and any variation in rates or terms during validity of the offer shall result in forfeiture of the EMD/disqualification of the bidder.

3. Terms of Payment

- Shall mean 100% payment to the supplier on 30th day from the submission of the bill after receipt of goods in good & satisfactory condition and the pre-receipted bills to be submitted in triplicate with necessary information; however, the following options are available to the successful Bidder:-

Option 1. All suppliers who allow 4% trade discount will be made payment within 3 days it submits the bill with the stores department.

Option 2. All suppliers who allow 2% trade discount will be made payment within 7 working days of the submission of the bill with the stores department.

Option 3. Those suppliers who do not wish to avail the opportunity of early payments will be made payment on the 30th day of the submission of the bill with the stores department.

- Bill should be submitted with the stores department before 1.00 p.m. otherwise bill will be deemed to be submitted on the next working day.
- The supplier will have to specifically mark the option it wants to exercise on the bills. In case no option is exercised, it will be deemed that the supplier does not intend to avail early payment facility and the payment will be made to the supplier on 30th day from the submission of the bill.
- Payment will be released only after receipt of 100% supplies of the order against Tax Invoice by NEFT / RTGS.
- Any other conditions related to delivery of goods to be adhered to as mentioned on supply order.

4. Termination

The Director reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost & risk of the successful bidder and excess expenditure incurred on account of this will be recovered by the Institute from Security Deposit or pending bills or by raising a separate claim.

5. Performance Guarantee

The successful bidder shall submit the performance bank guarantee of the amount Rs 50,000.00 (Rs. Fifty Thousand) within 10 days of from the date of acceptance of the bid, to be valid for a period of 36 months from the date of issue of the Rate Contract/ LOA. The payment will not be released without submission of requisite valid performance guarantee. The performance guarantee can be by way of Bank Guarantee in the prescribed format from any Scheduled Commercial Bank having its branch at Lucknow or in the form of Bank Draft in favour of "Director Dr. RMLIMS- IRF Society".

6. Arbitration

If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties (Institute and Contractor), the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by the Director of the Institute.

In the event no amicable resolution or settlement is reached between the parties (Institute and Contractor) within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by the Director of the Institute.

Notwithstanding the existence or any dispute or differences and/ or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

The venue of arbitration shall be Lucknow, UP. The fee & other charges of Arbitrator shall be determined by the Arbitrator in terms of the Act and shall be shared equally between the parties. The Arbitrator will give the self-speaking and reasoned Award.

7. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely the Institute and the Contractor.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause immediately amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions, the Institute shall have the option of cancelling this contract in whole or part at its discretion without any liability at this part.

- I. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Lucknow.
 - II. No alternative offers shall be considered.
 - III. As per directives of Govt. of India, the following facilities have been extended to micro, small & medium enterprises (MSME units) registered with National Small Industries Corporation:
 - a) Tender cost will be submitted mandatory.
 - b) Exemption from payment of Earnest Money Deposit. (EMD) but no relaxation in experience.
 - c) Startups would be exempted from EMD, as well as conditions related to experience and turnover.
 - d) Waiver of Security Deposit up to monetary limit for which the unit is registered.
 - e) All Such bidders shall upload the valid registration certificate along with other required documents for availing the MSME, Startups, NSIC etc. benefits against this tender.
 - f) As per G.O. No. 23/2022/165/18-2-2022-97 (ल०उ०)/2016 टी०सी० दिनांक 29-06-2022 only Micro Small Enterprise (MSE) of Uttar Pradesh will be eligible for exemption in EMD, Experience & Turnover etc. for relevant category as per provision made in Chapter-09 of U.P. Procurement Manual – 2016 failing which technical bid shall be rejected outrightly.
8. Failure to furnish all information required and/ or false/ incorrect information and/or submission of bid not substantially responsive to the bidding documents in every

respect will beat the bid risk and may result in rejection of its bid.

- 9.** The bidder must comply with the tender specification and all terms & condition of contract. No deviation in terms & condition of the contract shall be entertained unless specially mentioned by the agency/ bidders in the bid and accepted by the Institute.
- 10.** The bidder will be responsible for compliance with all Central and State laws as per rules / regulations / byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period.
- 11.** Any pre-bid clarification on the tender documents including scope and quantity may be obtained from:-

<p>Dr. Satyawati Deswal HOD, Nuclear Medicine, Dr RMLIMS, Lucknow</p>

12. Definitions

In this tender document, the words used in will have the meaning / definition / expressions herein after.

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

12.2 IRF: - means the department who is responsible & accountable for the purchase & supply of all lab consumables, 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.

12.3 Competent Authority: - means the Director of the Institute or any other authority to whom the relevant powers are delegated.

12.4 Contracting Authority: - shall mean designated officer acts on behalf of the Director.

12.5 Bidder: - shall mean any reputed & genuine manufacturer or authorized Indian agent to act in their names. The person, firm or company who submits the bid or the contract is made.

12.6 Manufacture: - means producing, making, extracting, altering, furnishing or otherwise processing, treating or adapting any goods.

12.7 Importer: - means the dealer who makes the first sale of such goods after imports in India.

12.8 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.

12.9 RateContract: -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.

12.10 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 SO or part thereof & reserves the right to revise the contract wholly or in part by a written notice to 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.

12.11 Inspection: - means inspection carried out by the person specified in the contract.

- 12.12 Purchaser:** - means the authority accepting the tender.
- 12.13 Utilization:** - means where the vendor keeps the track of their items required & consumed.
- 12.14 Vendor Managed Inventory (VMI):** - means when the vendor keeps the approved goods at his Fee & risk on request.
- 12.15 Test:** - means such tests as are considered necessary.
- 12.16 Unit:** - means the unit of purchase as specified in the schedule of goods.
- 12.17 Tax Invoice:** - where the GST has been paid on the purchase of goods by the Institute's IRF and such goods have been sold / used in the Institute, the amount of tax paid to the vendor on the purchase of such goods shall subject to input credit of tax 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.
- 12.18 Quoted & accepted rate:** - means the rates quoted in tender bid & same is accepted by the Institute.
- 12.19 Tax:** - means a tax is payable under GST.
- 12.20 Turnover:** - means the aggregate amount for which goods are supplied or distributed by way of sale or are sold in any accounting or financial year.
- 12.21 Rate of tax:** - means the tax payable by the Institute under GST at the point of purchase of goods.
- 12.22 Exemption from Tax:** - means no tax under GST is payable at the time of purchase or supply of goods.
- 12.23 Custom Duty:** - means the duty is levied when the goods are imported under the rules.
- 12.24 F.O.R. destination:** - means the goods will be delivered at Dr RMLIMS, Lucknow.
- 12.25 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.
- 12.26 Proprietary Articles:** - means those items manufacture, production or sale are controlled by exclusive rights under patent Laws.
- 12.27 Evaluation of Bid:** Identification of comparable products (Items) would be done by the nominated committee and the recommendation of the Committee would be final.
- 12.28 Acceptance of Bid:** - Shall mean communication for opening of financial bid to the tender.
- 12.29 Supply Order:** - Shall mean an order for the supply of goods at approved rates.

- 12.30 Work Order:** - Shall mean an order for installation of maintenance free laboratory equipment at no Fee basis against the supply & purchase of reagent & chemicals.
- 12.31 Power to extend the delivery period:** - means Director / Chairperson (IRF) is competent to extend the delivery period of the ordered goods in the larger interest of patient care & services.
- 12.32 Successful Bidder:** - Shall mean the person, firm or company with whom the contract is made by IRF Cell on behalf of the Director of the Institute.
- 12.33 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 and agreement entered between the successful bidder and on behalf of the Institute.
- 12.34 Procurement on supply order basis:** - Supply of material covered under the rate contract will be made on the basis of written supply order with terms and conditions mentioned therein. It will be the responsibility of supplier to have an access with IRF 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 items, for which following mechanism will be observed: -
- (i) Besides having liaison with user department, you are allowed to obtain information to know the consumption pattern / reports of the items concerned.
 - (ii) In hand stock position at IRF Store, IRF or peripheral sub stores of the department can also be obtained.
 - (iii) Information from IRF 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 preventive measures and inform Member Secretary (IRF)/Nodal Officer (IRF)/Chairman (IRF)/Director in writing about any specific item / quantity mentioned in supply order that may lead to overstocking / expiry.
- 12.35** In case of any difficulty in getting the feedback from IRF stores or peripheral departmental stores, they may contact Member Secretary (IRF)/Nodal Officer (IRF)/Chairman (IRF)/ Director.
- 12.36 Delivery:** - All supplies will be delivered at the Department of Nuclear Medicine Dr RMLIMS, Lucknow Uttar Pradesh.
- 12.37 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, from the competent authority.

12.38 Bid/ Rate: Will mean the rates quoted by the Bidder will remain firm and fixed until the completion of Rate Contract.

- All rates quoted must be for One Unit (figures & words both). Price bid will be evaluated based on unit cost.
- Bids must be neatly typed before uploading.
- All rates quoted must be F.O.R. destination that is Dr RMLIMS, Lucknow.
- The Institute will not own responsibilities for clearance of any consignment.
- No escalation in rates except Govt. levy / tax would be permissible during currency of Rate Contract.
- No blank space should be left while mentioning Price bid.
- 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 and considered invalid. For example,
 - Ten percent discount if all quoted products are procured.
 - Ten percent discount on items 'X' if item 'Y' is also procured from this firm.
 - Ten percent discount on item 'X' if total qty. purchased exceeds a particular amount.
- The prices quoted by the Bidder will not in any case exceed the controlled price, if any, fixed by Central / State Government and Maximum Retail Price (MRP).
- Bidder must ensure that the quoted rates are exclusive of applicable GST.
- All rates quoted must have with due clarity of taxes as applicable along with mention of applicable GST and HSN code separately.

13. Fall Clause

Shall mean, if at any point of time or during the execution of the contract, the contractor reduces the sale price or offers to sell such stores, as are covered under the contract of IRFCell, 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. Further the Rate Contract holder it registers at GeM Portal during currency of Rate Contract will have to intimate IRF instantly & immediately. Failure to do may invite severe action as deemed appropriate by the Institute IRF.

14. Validity of Bid

The bid should remain valid for a period of 365 days from the date of submission of bid. Any bid valid for a shorter period shall be rejected as non-responsive bid.

15. Scope of Work

The Scope of Work shall be as per requirement of the Institute as mentioned in Scope of Work.

16. Submission of Offer

The bidder should submit their e-Bid duly signed and stamped on each & every page by the authorized Signatory.

17. Disqualification of Bidder:

- Late receipt or submission of bid document will not be accepted & considered.
- Any action on part of the Bidder to influence anybody of the Institute will make his / her tender liable for rejection.
- Non-compliance of any of the terms & conditions of e-Tender notice would entail automatic/implied cancellation of bid.
- The Director is not bound to accept the lowest offer or any bid or to give reasons thereof.

18. Acceptance of the Bid

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

- Reject any or all offers with/without any reason
- Accept any offer of bidder without assigning any reason
- Reduce or extend the period of contract without assigning any reason.
- Accept any offer of bidder who is capable to handle the requirement.

19. Award Criteria

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

20. Techno-Commercial Deliberation - 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 customs, inspection & testing.

20.1 The vendors at the time of negotiation should provide supply order copies of Govt. Institute, Hospital in support of the offer.

20.2 Techno-Commercial Deliberation is generally held to explore the possibility and finalizations of its details. It 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.

21. Awarding Rate Contract:

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

- The 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.
 - During the currency of Contract if Rate Contract registers itself on GeM Portal for any products covered in Rate Contract during currency of Rate Contract, the same should be intimate to IRF within 30 days.
- 22. Liquidated Damages:** - means a term used in respect of contract for supplies. The time for and rate of delivery is considered as the “essence of contract”. If a contractor / supplier fails to supply the material at the time for and rate of delivery, stipulated in the supply order then the purchaser, under the provision of standard conditions of the rate contract, shall 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. A penalty of 1% of value of orders per week will be imposed on delayed supply subject to a maximum of 10% of value of the orders. Value of order would be proportionate to the staggered schedule of supply, as mentioned in the respective supply order. Delivery shall be reckoned from the date of supply order.
- 23. Authority to the purchase:** - Any officer designated by the Institute shall be entitled to exercise all the rights and powers given in the contract.
- 24. Responsibility of the successful Bidder for executing the contract:** - The successful bidder shall execute 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 shall remain responsible until the actual delivery of the goods is made to the consignee at the stipulated place within the stipulated time as quality of goods and timely delivery are the essence of contract.
- 25. Penalty Clause:** -Non-execution of supply order: - If any vendor fails to supply within stipulated period and if the IRF (Purchase) has to buy the items from any other available source even at higher rate, the difference of amount will be recovered from the RC holder or his distributor. The amount of penalty will be deducted from the forthcoming bills of the supplier pertaining to any product. Repeated failure (three times) to supply may lead to termination of rate contract for the product (s) and money shall be recovered by forfeiture of EMD and / or PBG. and/or by adjusting from pending bills. However, the reasons of failure to supply the material will be communicated by the successful bidder to IR.
- 26. 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.
- 27. 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.
- 28. Laws governing the contract:-**
- I. This contract shall be governed by Indian Law.
 - II. The Courts of Lucknow shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
 - III. Terms and expressions not herein defined shall have the meaning assigned to them, if any, in the Indian Sale of Goods Act, 1930 or the Indian Contract Act,

1872 or the General clauses Act, 1897 as amended from time to time, including other relevant laws enacted by the Govt. from time to time.

- 29. Jurisdiction**:-Shall mean all disputes are subject to the jurisdiction of Courts of Lucknow.
- 30. Other Terms and Conditions**:-Shall mean any other term or condition not herein defined shall 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 applicable from time to time.
- 31.** The 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.

(Prof. Nuzhat Husain)
Chairperson (IRF)
Dr. RMLIMS, LKO

TECHNICAL BID (PART - I) SUBMISSION OF FORMS

PRE-QUALIFICATION FORM - I

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

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

1. Name of the Bidder
2. Full Postal Address.
3. Telephone No.
E-mail address
4. Status of Bidder (Whether Proprietorship/Partnership/Company or 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 as explained under section 34 of the Drugs & Cosmetics Act, 1940.

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

7. Particulars of business experience.
 - Names of procurement agencies with whom the Bidder is registered / authorized.
 - Names of procurement agencies that item have been supplied during last 12 months. (Copy of supply orders to be enclosed)
 - Has the Bidder has not been black listed/debarred in last three years by any procurement agency? If yes, give details.
 - How long the Bidder have been manufacturing or marketing the products for which rates have been offered.

(Authorized Signatory of the firm)

Name & Signature :

Designation & Stamp :

Date:

Place:

PRE-QUALIFICATION FORM - II
(Pre-qualification of the Bidder)

1. Turnover of the firm in last three financial years. Please furnish the attested copies of
Balance sheet / Profit & Loss account of the firm / CA Certificate.
2021-2022
2022-2023
2023-2024
2. Facilities available from Bank
Overdraft facilities in lakhs
Overdraft facilities against hypothecation
Other facilities, if any
3. Name & full address of your bankers
4. Furnish the following information or documents
Income Tax PAN no.
GST Registration No

(Authorized Signatory of the firm)

Name & Signature :

Designation & Stamp :

Date:

Place:

PRE-QUALIFICATION FORM – III

Acceptance for all terms & conditions of the Tender

I / We have gone through the terms & conditions as laid down in the tender documents and are acceptable to me / us. I am / we are submitting the Technical Bid along with the pre requisite documents, and the details of the same are given therein. I / we hereby accept all the terms and conditions of the proposed rate contract of the Institute, in case it is awarded to me / us or to my / our principal company / manufacture against quoted / offered / negotiated rates.

(Authorized Signatory of the firm)

Name & Signature :

Designation & Stamp :

Date:

Place:

PRE-QUALIFICATION FORM - IV
Submission of credentials of Authorized Dealer, if any

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

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

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

10. .Bank details for RTGS purpose

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

11. Drugs

2021-2022

2022-2023

2023-2024

(Authorized Signatory of the Bidder)

Name & Signature :

Designation & Stamp :

Date:

Place:

PRE-QUALIFICATION FORM – V
Self-declaration for correctness of information

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

Place:

PRE-QUALIFICATION FORM – VI
Format for submitting the declaration

Self declaration for lowest rate
(On Rs 100/- Non-judicial Stamp paper)

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

Yours faithfully,

Signature

Name & Designation

Name of company
(Bidder)

Address

Telephone No,

Mobile No,

E-mail,

PRE-QUALIFICATION FORM – VII

Letter of Undertaking / Affidavit

I/We have read the terms & conditions of the tender documents and understood that in case of any of the statement furnished by the undersigned is found to be false or if any/all the terms & conditions are not complied with the tender is liable to be cancelled & the earnest money deposited shall be forfeited by the Institute.

I/ We agree that the decision of the Institute in this regard would be final & binding on me/ us.

I/ We also certify that I/We have understood all the terms & conditions indicated in the tender document and hereby accept the same completely.

I / we do hereby certify that rates quoted in the tender are the lowest rates or highest discounts (as the case may be) quoted to any other Govt. Institute / organizations state / central.

(Signatures of authorized signatory)

Name _____

Designation _____

Contact Details: -

(1) Landline:

(2) Mobile:

(3) Emailid:

Seal

Date:

Place :

PRE-QUALIFICATION FORM – VIII

Affidavit of Rs 100 (duly notarized)

I.....S/oresident ofowner / partner / Proprietor / Director / Chairman of M/s..... having its registered office at do hereby solemnly affirm & declare the following:-

That our firm / agency / company namely M/s has not been blacklisted by any Govt. Department / organization / Institute in preceding three years.

That our firm / agency / company has never been convicted or punished by any Hon'able court of law or any criminal prosecution, involving moral turpitude, in which a charge sheet is issued, is pending against any of them.

Deponent

Verification

Verified at on the date.....that the contents of the above affidavit are true and correct to the best of my knowledge an belief.

Deponent

Checklist for submission*

(Please ensure whether all documents are attached with Technical Bid (Part-I) or not)

Technical Bid (Part-I)

Sr. No.	Name of document	Yes/ No	Page (From)	Page (To)
1	Whether the cost of non-transferable tender document is paid or not?			
2	Whether the cost of non-transferable tender document is paid or not?			
3	Whether all pre-qualification forms are attached or not?			
4	Whether latest income tax assessment certificate is attached or not?			
5	Whether Authority letter from principal Importer is attached or not?			
6	Whether copies of documents in support of your turnover is attached or not?			
7	Whether Non-blank listing affidavit duly notarized on 100 rupees is attached or not?			
8	Whether each & every page of the tender document is serially numbered or not?			
9	Whether each & every page is signed and duly stamped or not?			
10	Whether Validity of the offer is mentioned or not?			
11	Any other document / Information / NOC / License			
12	Self-declaration of Rs. 100 non-Judicial stamp paper (notarized) about lowest rate and passing on the downward rate revision is upload with price bid besides registration on GeM Portal as detailed in "Fall Clause"			
13	Whether registered with GeM Portal, If yes, please provide list of items registered.			
14	Copy of GST registration certificate & PAN			

Signature and seal of Bidder

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

Part-II
Technical Specification

Scope of Supply				
A list of SPECT-CT Generator/Radio Pharmaceutical Product				
S. No.	Name of the Item	Unit/Qty.	Annual Requirement	Monthly or weekly
1	TC-99m Column Generator Delivery: Monday Calibration on Thursday	300-500mCi	As and when required	Weekly
2	MAA	1Kit (5 Vial)	04	Three-Monthly
3	Tetrofosmin	1Kit (5 Vial)	12	Monthly
4	HMPAO	1Kit (5 Vial)	12	Monthly
5	Iodine I-131	500mCi	52	Weekly
6	Cr-51	1mCi	6	Monthly
7	MIBG I-131	200mCi	12	Monthly
8	Samarium 153	75mCi	12	Monthly
9	EC	5 Kit	12	Monthly
10	ECD	1Kit (5 Vial)	12	Monthly
11	DMSA	1Kit (5 Vial)	12	Monthly
12	Mebrofenin	2 Kit	12	Monthly
13	Sulphur Colloid	1Kit (5 Vial)	06	Three-Monthly
14	GHA	1Kit (5 Vial)	12	Monthly
15	MIBI	2 Kit (10 Vial)	12	Monthly
16	DTPA	5 Kit (25 Vial)	12	Monthly
17	MDP	5 Kit	12	Monthly
18	HYNIC TOC	2 Kit	8	Three-Monthly
19	Tc PSMA	1 Vial	52	Weekly
20	Nanocolloid	1 Vial	52	Weekly
21	TRODAT	1 Kit	12	Monthly
22	Iodine I-131 capsules	25mCi/50mCi/100mC	10	Weekly
23	¹⁷⁷ Lu-DOTA-TATE	100mCi-200MCi	As and when required	Weekly
24	¹⁷⁷ Lu-PSMA	100mCi-200MCi	As and when required	Weekly

25	¹⁷⁷ Lulabelled Hydroxyapatite	10mCi	As and when required	Weekly
BBQR (Specification and Conditions)				
* The time of delivery to door step needs to be between 8:00 am to 9:00 am at scheduled day.				
* The vendor should make necessary arrangement to supply Radioisotope on same day from alternate source (Preferably Manufacturer owned cyclotron and not third party for ease of smooth & continuous supply) in case of failed production. Undertaking should be provided with details of alternate source.				
* The vendor should have prior experience of transport of radiopharmaceutical by Air and Road Undertaking should be provided.				
26	Germanium-68/Gallium-68 Generator with Kits	30 mCi	As and whenrequired	As and when required
Ga-68 Generator and Kits based System Technical Specifications				
To enter into rate contract for supply of 68Ge/68GA generator (For Kit based labelling).				
26.1) General Specification:				
a. Certificate of Analysis (COA) must be provided with the generator. COA of Chemicals/Reagents and Peptide must be provided.				
b. Confirmation to take back the used generator for disposal.				
c. I Lead shielding 50 mm thickness with suitable L bench/glove box and dry block heater must be supplied to facilitate manual labeling.				
d. Cost of generator and rapid kits must be freezed for 3 years.				
e. The supplier must have at least one working condition references of the same generator in reputed hospitals.				
26.2) 68Ge-68Ga generator:				
f. 1110 MBq (30 mCi)				
g. Column of generator may be metallic or non-metallic				
h. Low Ge-68 Breakthrough 0.005%				
i. Adsorbents: Tin dioxide /titanium dioxide/ others compatible matrix				
j. Elution:Manual for easy elution (Pressure free) or automatic for pressure elution				
k. Elution yield: Not less than 80 %				
a. Life of Generator: Decay corrected Elution yield to remain stable for 12 months Radiochemical purity: > 95% 68Ga in the form of Ga3+ throughout its shelf life				
b. Radionuclide purity: > 99% 68Ga of total radioactivity				
c. Total number of elution possible throughout life of generator: 300 elution or more				
d. Compatibility to label with ready to label kits				
26.3) Ready to use Ga-68 Labelling Kits:				
a. Ready to label Ga-68 Kits without any pipetting & Aliquoting steps or without Bulk reagents/peptide supply				
b. Manufactured using validated sterilization process,				
c. 18 months shelf life				
d. manufacturing under controlled clean-room conditions class D according to GMP (ISO class 8)				
e. All materials are free of animal derived ingredients				
f. components manufactured using pharmaceutical/medical grade substance, as far as available				
g. Kits for DOTA TOC: 100			Thèse kits are to besupplied as and whenrequired in a staggeredmanner	
h. Kits for HBED PSMA: 100				
i. Kits for RGD Peptide/FAPI/Exendin: 100				
j. Vendor shall provide all QC kits required along with above mentioned kits				

FORMAT FOR SUBMISSION OF PRICE BID (PART - II)

Financial Bid

[illegible]

Note for Bidders:

1. The rate will have to be quoted in Indian rupee on the given format.
2. Rates on letter head pad would not be accepted for Rate Contract purpose.
3. Amount should be mentioned in figures and words both.
4. The Institute will not provide Customs Duty Exemption Certificate (CDEC).
5. The rate quoted other than Indian rupee will not be considered and bid will be rejected.
6. Printed catalogue price list of uploaded copy will have to be submitted in financial document in support of price bid. No product with mention of "Price on request "will be entertained.
7. Rates should be supported with printed price list of the manufacture/ Importers.
8. Each & every page of the price list should be signed & stamped by the bidder.
9. Bidder has to upload a soft copy of the price list also in financial document.
10. Bidder may highlighted any special discount or rate of any product in the financial bid.

PERFORMANCE BANK GUARANTEE

To,
The Director,
Dr. Ram Manohar Lohia Institute of Medical Science,
Vibhuti Khand, Gomti Nagar,
Lucknow - 226010
(With due stamp duty as applicable)

OUR LETTER OF GUARANTEE No.:

In consideration of Dr. Ram Manohar Lohia Institute of Medical Science, having its office at Vibhuti Khand, Gomti Nagar, Lucknow(hereinafterreferredto as "Institute" which expression shall unless repugnant to the content or meaning thereof includeallitssuccessors,administratorsandexecutors)andhavingenteredintoanagreement dated ____/issued work Order No.____ dated ____ with /on M/s_- (hereinafterreferred to as "Contractor" which expression unless repugnant to the content or meaning thereof, shall include allthesuccessors,administrators,andexecutors).

WHEREAS the Contractorwas having unequivocally accepted to provide the services as pertermsand conditions given in the Agreement dated ____ workOrder/LOANo.____dated_ and the Institute having agreed that theagency shall furnish to the Institute a Performance Guarantee for the faithful performance of the entire contract, to the extent of Rs.50,000.00

We,____("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of GuaranteeNo. _____ in your favour for accountof _____(The Contractor) in cover of performance guarantee in accordance with thetermsandconditionsoftheAgreement/workOrder.

Hereby, we undertake to pay up to but not exceeding Rs. 50000.00 (say rupees Fifty Thousand only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed _____ to performtheAgreementanddespiteanycontestatononthe partofabovenamedagency.

This Letter of Guarantee will expire on 30months from theLOAdate____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will becomeofno effect whatsoever whetherreturnedtousornot.

.....
Authorized Signature
Chief Manager/ Manager Seal of
Bank