

Press Note of NIT



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

e-bid Ref no:335/Dr.RMLIMS/IRF/2026

Dated: 03.06.2026

2nd time Retender Notice (3rd Offer)

Bids are invited in two-bid system from reputed manufacturer / importers / Indian subsidiaries / authorized distributor for Installation of maintenance free lab equipment at no cost basis against the purchase of consumables for all routine tests & investigations for various departments namely (1) Automated Urine Chemistry & Sediment analyzer for the department of Pathology, 2. Automated ESR System for the department of Pathology, 3. ABG Analyzer-1 for the department of Biochemistry, 4. ABG Analyzer-2 for the department of Biochemistry & 5. Digital Centrifuge and incubator for column agglutination technique for the department of Pathology for a period of 5 (five) years. All bidders are required to deposit online tender fee & EMD and enclose its proof in technical bid as per tender terms & conditions alongwith their complete offer. And other Terms and conditions as applicable as per tender terms & conditions.

The details terms & conditions of the tender notice can be downloaded from website: <http://etender.up.nic.in> from 05/06/2026. The last date of submission of offer/bid is 25/06/2026 at 17:00 hrs through online mode only. The Director reserves the sole right to accept or reject any bid partially or fully without assigning any reason.

Director

Request for Proposal (RFP)

Bid Ref. no.:335/Dr.RMLIMS/IRF/2026

Dated:03.06.2026

This bid is for installation of maintenance free lab equipments at no cost basis against the purchase of consumables for all routine tests & investigations at Dr.RMLIMS.

Date of publication of NIT	04.06.2026
Starting date of submission of bid	05.06.2026
Closing date & time of submission of bid	25.06.2026 up to 05:00 P.M.
Date & time of opening of Technical bid	27.06.2026 at 11:30 A.M.
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. 5900/- (Including GST) payable for each equipment by NEFT / RTGS in favour of “Finance Officer, Dr. Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow” Bank Account Number: 17730100777772. Name of Bank and Branch: Indian Overseas Bank, Vibhuti Khand, Lucknow-226010. IFSC Code: IOBA0001773. It is mandatory for the bidders to deposit the tender fee.
EMD (Refundable)	Rs. 50,000/- payable for each equipment by NEFT / RTGS in favour of “Finance Officer, Dr. Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow” Bank Account Number: 17730100777772. Name of Bank and Branch: Indian Overseas Bank, Vibhuti Khand, Lucknow-226010. IFSC Code: IOBA0001773.
Performance Security (Refundable)	Rs. 2,00,000/- (Rs. Two Lakhs) per equipment in shape of BG / FDR in favour of “Finance Officer, Dr. Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow” for each maintenance free equipment for validity of 66 months from the date of equipment installation.
Period of contract	Five years from the date of successful installation, which is extendable for 2 or more years after approval of competent authority of institute.
Bid validity	Six months (180 Days) from the date of submission of e-Bid
e-Bid Inviting Officer	The Director
E-mail address	dr.rmlims.irf@gmail.com
Website of the Institute	www.drrmlims.ac.in
Fax Number	0522-4918506
Notarized Affidavit	All undertaking/declaration etc required to be submitted on Non-Judicial Stamp Paper will be duly notarized.
Note	The offer /bids submitted earlier by the bidders against advertisement No. 3489/Dr.RMLIMS/IRF/2025 date 24.03.2025 & 246/Dr.RMLIMS/IRF/2025 date 06.05.2025 (tender ID No. 2025-RMLIM-1022498-1, 2025-RMLIM-1022530-1, 2025-RMLIM-1022700-1, 2025-RMLIM-1022749-1 & 2025-RMLIM-1037132-1) will be treated as cancelled. Therefore, those who have already submitted their offer/bid against Tender ID No. 2025-RMLIM-1022498-1, 2025-RMLIM-1022530-1, 2025-RMLIM-1022700-1, 2025-RMLIM-1022749-1 & 2025-RMLIM-1037132-1 are also requested to submit again their offer/bid with earlier proof of deposit of EMD as they are not required to deposit EMD again but they are required to deposit online tender fee again. New bidders are required to deposit online tender fee & EMD and enclose its proof in technical bid as per tender terms & conditions alongwith their complete offer.

SECTION I
INSTRUCTIONS TO BIDDERS

1. CONTENTS OF E-BID DOCUMENT

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

Section I: Instructions to Bidders

Section II: Bidder's Eligibility Criteria

Section III: Standard Terms and Conditions

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

Section V: Scope of Work / Schedule of Requirement

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

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

2. CLARIFICATIONS OF E-TENDER PROCESS

Any representation given by company shall not be entertained after one week of first time publication of tender and subject to discretion of the Institute IRF.

3. AMENDMENT OF E-TENDER DOCUMENTS

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

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

c) 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>.

4. PREPARATION & SUBMISSION OF E-BIDS

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

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

Documents Establishing Bidder's Qualification:

The bidder shall furnish, as part of Technical Proposal, the documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the bidder electronically in the PDF format. The bidder's eligibility criteria and selection procedure are defined in relevant section of e-Tender document.

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

5. FORMAT AND SIGNING OF E-BIDS

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

6. SUBMISSION OF E-BIDS

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

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

6.3 **Technical Bid (Part I) contains the following documents:**

- All Pre- qualification Forms should be duly filled in stamped and signed.
- Tender fee Rs. 5900/- (Including GST) payable for each equipment by NEFT / RTGS in favour of “Finance Officer, Dr. Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow” payable in A/c no. 177301007777772 of Indian Overseas Bank, Vibhuti Khand, Lucknow-226010. IFSC Code: IOBA0001773,
- Earnest Money Deposit (EMD) Rs. 50,000/- (Rs. Fifty Thousand) payable for each equipment by NEFT / RTGS in favour of “Finance Officer, Dr. Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow” **Bank Account Number: 177301007777772. Name of Bank and Branch: Indian Overseas Bank, Vibhuti Khand, Lucknow-226010. IFSC Code: IOBA0001773,** having validity of one year for each equipment.
- 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/ Non-conviction certificate duly notarized on Non-judicial paper of Rs.100/- duly notarized.
- Letter of authority or authorization certificate from principal company giving the full reference of Tender documents and its validity date of authorization must be submitted, if required.
- 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 about authenticity of information is an essential document of Tender.
- No verbal or written enquiries will be entertained about acceptance or rejection of bid.

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

- Financial Bid will have to be submitted in prescribed format for all tendered items.
- Financial Bid should be duly signed & stamped by authorized signatory with name & position.
- Financial Bid must also contain notarized self-declaration on Rs.100/- Non-judicial stamp paper duly notarized 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 IRF.
- Delivery schedule with definite date of delivery at destination must be indicated.
- Both the bids (Technical & Financial) must be submitted separately on e-tender portal <http://etender.up.nic.in>. Prices should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid format only.

7. **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 **05:00 P.M. of 25.06.2026.**

8. 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 will not be able to submit the bid. Bidder has to start the e-Bid submission well in advance so that the submission process may be completed smoothly. The bidder only will be held responsible if his/ her e-Bids are not submitted in time due to any reason.

9. 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 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.

10. 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 11:30AM on 27.06.2026. 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
BIDDER'S ELIGIBILITY CRITERIA

1. e-Bids are invited from the Manufacturers / Importers / Indian subsidiaries / Authorized distributor who are intending to participate in the tender should first ensure that they should fulfill all the eligibility criteria as prescribed in the tender document.
2. Invitation of bids is open to all reputed manufactures or Indian subsidiaries / importers / authorized distributor to quote on their behalf for maintenance free equipment.
3. All manufacturers, Indian subsidiaries, Authorized distributor & Importers shall be eligible.
4. The bidder submitting their bid would be deemed to have thoroughly read, considered and accepted all the terms and conditions of the Tender documents.
5. Bidder should be in the business of supply of diagnostic reagents & chemicals and consumables for last three calendar years. Proof shall be attached with the Technical Bid.
6. Manufacturer's turnover: minimum average turnover of Rs. 10 Crore (Ten crore) during last three financial year i.e, 2021-22, 2022-23 and 2023-24 to become eligible. The satisfactory documentary evidence will have to be furnished in support of his turn over i.e. CA certificate.
7. Distributor's turnover: minimum average turnover of Rs. 01 Crore (One crore) during last three financial year i.e, 2021-22, 2022-23 and 2023-24 to become eligible. The satisfactory documentary evidence will have to be furnished in support of his turn over i.e. CA certificate.
8. If any bidder who has withdrawn his bid after participation in any of previous Tender of Dr. Ram Manohar Lohia Institute of Medical Sciences, Lucknow, is not eligible to participate in this Tender.
9. Bidder has to submit the attested copy of valid Drug License for quoted products or items which are covered under Drugs & Cosmetics Act.
10. All required parameters of tendered equipment should be quoted by every bidder; otherwise financial bid may be rejected.
11. To quote mandatorily all tendered parameters / tabulated parameters/against each category of the equipment.
12. State of Art Technology offered in the technical bid will be considered for technical evaluation. The Financial bids of only those products or tendered parameters will be considered whose State of Art Technology meets the requirement or recommended or approved by the Committee / Institute.
13. The bidder should submit/upload all required documents as mentioned in relevant section of Tender failing which the bid may be rejected.
14. The bid evaluation will be conducted by Technical Evaluation Committee in two stages:
 - Eligibility Criteria
 - Technical Evaluation Criteria
15. Bids that are found to be non-responsive will be summarily rejected.
16. The bidder should be registered with appropriate tax authorities such as Income tax, Goods & Services Tax and Food safety & Drug Authorities. Proof shall be attached with Technical Bid.
17. The bidder should have infrastructure in Lucknow and supported by companies' on-roll Service Engineers based at Lucknow & Kanpur.
18. 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.
19. The bidder should be able to supply the entire solution on 24 x 7 basis with a maximum response time of 4 to 6 hrs during the break down period.
20. The bidder should have all relevant facilities and logistics to execute the supply orders in time.
21. The bidder should have sufficient number of technical & administrative employees on its pay roll for proper execution of contract & supply orders.
22. The bidder should be a single point of contract and shall be safely responsible for execution of order and timely delivery of goods / consumables.
23. The bidder should be in similar business i.e. supply of equipments & consumables in India for a minimum period of three years with an objective of offering relevant solution and services that are subject matter of this tender.
24. Technical Evaluation Committee may call the responsive bidder(s) who comply with all terms & conditions of the tender for presentation and understanding of scope of work and its execution etc.

25. The bidder should give a detailed presentation on how their state of art technology is best and suited for the Institute.
26. The bidder shall be fully responsible & accountable for bidirectional interfacing with Hospital Information System (HIS) / LIS at Dr. RMLIMS, Lucknow, failing which equipment shall not be considered for installation; cost to this effect will be borne by the vendors/Bidders.
27. MSME would be exempted from EMD but no relaxation in experience.
28. Start ups would be exempted from EMD, as well as conditions related to experience and turnover.
29. As Per G.O. No. 23/2022/165/18-2-2022-97 ¼y0m0½@ 2016 Vh0lh0 fnukad 29-06-2022 only Micro Small Enterprise (MSE) of Uttar Pradesh will be eligible for exemption in EMD for relevant category as per provision made in Chapter-09 of U.P. Procurement Manual-2016 failing which technical bid shall be rejected outrightly.
30. Even though bidders may satisfy the above requirements, they may be disqualified if they have
 - ***Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements, declarations, certifications and enclosures of this document or***
 - ***Record of poor performance such as abandoning work, not properly completing the contract or financial failures / weaknesses or***
 - ***If confidential inquiry reveals facts contrary to the information provided by bidder or***
 - ***If confidential inquiry reveals unsatisfactory performance in any of the selection criteria***

SECTION III
STANDARD TERMS AND CONDITIONS

Definitions & interpretations of different terms used in tender document

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

- 1) **Institute**: - means Dr. Ram Manohar Institute of Medical Sciences, Vibhuti Khand, Gomti Nagar, Lucknow, U.P. (India).
- 2) **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.
- 3) **Competent Authority**: - means the Director of the Institute or any other authority to whom the relevant powers are delegated.
- 4) **Contracting Authority**: - means designated officer acts on behalf of the Director.
- 5) **Bidder**: - means any reputed & genuine manufacturer or authorized Indian agent to act in their names. The person, firm or company who submits the bid or the contract is made.
- 6) **Manufacture**: - means producing, making, extracting, altering, furnishing or otherwise processing, treating or adapting any goods.
- 7) **Importer**: - means the dealer who makes the first sale of such goods after imports in India.
- 8) **Authorized distributor / Dealer**: - means any person who carries on in Uttar Pradesh the business of buying, selling, supplying or distributing goods directly or indirectly. Every person who acts within the State as an agent of a dealer residing outside the State and sells, supplies or distributes the goods in the State or acts on behalf of manufacture / importer.
- 9) **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.
- 10) **Situations for punitive actions against successful bidder/dealer: -**
 - 10.1 Unless and otherwise specified in the supply order, award of the contract, the ordered price will remain firm & fix and will not be subject to any escalation (except Govt. levies) The Institute reserves the right to cancel the supply order or part thereof and reserves the right to revise the contract wholly or in part by a written notice to vendor, if: -
 - 10.2 The vendor fails to comply with the terms & conditions of the supply order.
 - 10.3 The vendor becomes bankrupt or goes into liquidation.
 - 10.4 The vendor does not replace the rejected goods on demand / request.
 - 10.5 The vendor fails to deliver the goods in time.
 - 10.6 The vendor does not replace the returned goods.
 - 10.7 A receiver is appointed for any of the property owned by the vendor.
 - 10.8 Any prayer of the bidder, which does not serve the purpose of the Institute.
- 11) **Inspection**: - means inspection carried out by the person specified in the contract.
- 12) **Purchaser**: - means the authority accepting the tender.
- 13) **Test**: - means such tests as are considered necessary.
- 14) **Unit**: - means the unit of purchase as specified in the order / Rate Contract.
- 15) **Purchase Price**: - means the amount of goods paid or payable by the Institute.
- 16) **Tax**: - means a tax is payable under GST.
- 17) **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.
- 18) **HSN Code**: - Under GST Tariff Act
- 19) **Rate of tax**: - means the tax payable by the Institute under GST at the point of purchase.
- 20) **Exemption from Tax**: - means no tax payable under GST.
- 21) **Customs Duty**: - means the duty is levied when the goods are imported under the rules.
- 22) **F.O.R. Destination**: - means the goods will be delivered at IRF Store, Dr RMLIMS, Lucknow.
- 23) **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.

- 24) **Proprietary Articles**: - means those items manufacture, production or sale are controlled by exclusive rights under patent Laws.
- 25) **Performa Invoice**: - means an estimate of the value or market price of goods which is tendered by a seller to the buyer who intends to buy. Actually it is a quotation submitted in form of invoice.
- 26) **Evaluation of Bid**: Identification of comparable products (Items) would be done by the nominated committee and the recommendation of the Committee would be final.
- 27) **Acceptance of Bid**: - means communication for opening of financial bid of the tender.
- 28) **Supply Order**: - means an order for the supply of goods at approved rates.
- 29) **Work Order**: - means an order for installation of maintenance free laboratory equipment at no cost basis against the supply & purchase of reagent & chemicals.
- 30) **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.
- 31) **Negotiations**: - Will become necessary in purchasing or finalization of the terms & conditions of the contract. It may either be in settling the price of materials other than the basic price of the contract or it may relate to various terms & conditions such as performance, after sales services, annual requirement, maintenance of stock, replacement of unused goods, terms of payment, handling & clearing of the consignment from custom, inspection & testing.
- 31.1 The vendors at the time of negotiation should provide supply order copies of Govt. Institute, Hospital in support of the offer.
- 31.2 Negotiation is generally held to explore the possibility and finalizations of its details. Negotiation is also based on logic and attempt to arrive at reasonable agreement. But the basic cost of the goods are neither negotiable nor permissible unless the position of lowest bidder is finalized by the committee of the Institute, however remaining terms & conditions are completely negotiable with lowest quoting firms. It is order of the day also.
- 32) **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.
- 33) **Maintenance free installation**: - means installation of maintenance free equipment free of cost against the purchase of Reagents & Consumables. Value payable for Reagents & Chemicals or Consumables purchased by the Institute. The cost of Reagents & Chemicals or Consumables will remain firm & fixed during the period of contract except the government levies / taxes payable from time to time.
- 34) **Fall clause**: - means any information found fabricated/hidden with a view to misleading to the authorities of the Institute shall make the firm liable to outright rejection or offer / bid, forfeiture of the deposit and /or debarring of the firm from participation from tender process. The decision of the Director, Dr. RMLIMS shall be final in this regard.
- 35) **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 unused items, for which following mechanism will be observed: -
- 35.1 Besides having liaison with user department, you will be allowed to have access to computerized system to know the consumption pattern / reports of the items concerned.
- 35.2 In hand stock position at IRF Store, IRF or peripheral sub stores of the department can also be obtained.
- 35.3 Access to IRF Stores to know the status of expiry / slow moving / non-moving products.
- 35.4 Company will own the responsibility of overstocking & expiry.
- 35.5 Company will actively take preventive measures and inform SO/SSPO /Medical Superintendent / Chairperson (IRF) /Director in writing about any specific item / quantity mentioned in supply order that may lead to overstocking / expiry.
- 35.6 In case of any difficulty in getting the feedback from IRF stores or peripheral departmental stores, they may contact SO /SSPO/ Medical Superintendent / Chairperson (IRF)/ Director.
- 36) **Delivery**: - All the supplies will be delivered at IRF Store, Dr RMLIMS, Lucknow.

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

bidder does not reply by specified date or gives evasive reply without clarifying the points in clear terms, that bid will be liable to be ignored & rejected.

53) Corrupt or fraudulent practices:

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

- 53.1** “corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence action of a public official in procurement process or in contract execution; &
- 53.2** “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or execution of a contract to detriment of Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Purchaser of benefits of free and open competition;
- 53.3** The Institute will reject a proposal for award if it determines that bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question;
- 53.4** The Institute will declare a firm ineligible for a period of time.
- 53.5** If any time it determines that firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

54) Bid / Rate

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

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

55) Validity of Bid

The bid should remain valid for a period of Six months (180 days) from the date of submission of e-bid. Any bid valid for a shorter period shall be rejected as non-responsive bid.

56) Disqualification of Bidder

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

57) Acceptance of the Bid

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

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

58) Right to negotiate

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

59) 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.

60) Awarding Rate Contract

- The principle company must agree to do rate contract of every reagent on the instrument to achieve maximum utilization of the instrument.
- The rate contract must be counter signed by the bidder as well as the principal company. Thus, in case of interruption of services, it shall be complete responsibility of principal company to follow/ alter (like change in distributorship) them and update to the institute. An undertaking regarding the same has to be submitted by authorized person from the principal company.F
- During the currency of contract if Rate Contract holders register itself on GeM portal for any product covered in Rate Contract, the same should be intimated to IRF within 30 days.
- Rate Contract will be awarded to the bidder/tender quoting firm with a copy to Manufacturer/ OEM, 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.
- The Institute will enter into rate contract with successful bidder/ tender quoting firm for a period of five (05) years from the date of successful installation, which is extendable for 2 or more years after approval from institutional authority. The installation must be done within 6 months/180 days of the work order.

61) Penalties for non-performance

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

62) Change in constitution of the firm/Transition of business

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

63) Execution of order

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

64) 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 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 inventories, for which following mechanism will be observed:

- Besides having Liasoning with user department, you 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 IRF stores and peripheral sub stores can also be obtained from time to time.
- Access to IRF stores to know the status of expiry / slow moving / non-moving products.
- Company will own the responsibility of overstocking & expiry, if any.
- Company will actively take preventive measures and inform the Member secretary (IRF) or the Chairperson (IRF) /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 IRF stores, you may contact the Member secretary (IRF) or the Chairperson (IRF) / the Director.
- 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 consumed by the users.

65) Information required on Tax Invoice

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

66) Earnest Money Deposit (Refundable) and Performance Security

- EMD (Refundable) of Rs. 50,000/- (Rupees Fifty thousand) per equipment is to be paid through RTGS/NEFT in the account as mentioned in point 1.
- If the contractor fails or neglects to observe or perform any of his/ her obligations under the contract, it will be lawful for the purchaser to forfeit the Earnest Money Deposit or Performance Security furnished by the contractor.

67) Release of EMD & submission of Performance Security

- The Institute will retain EMD of successful bidders till submission of performance security of Rs. 2,00,000/- (Rs. Two Lacs) for validity for 66 month from the date of installation per equipment and would be released after final settlement of issues & matters regarding consumption of material and replacement/adjustment of equivalent value pertaining to expiry/slow moving/non-moving unused items etc.
- The Performance security would be settled only after approval of head of the concerned department regarding final settlement of all the material related issues like complete consumption/ replacement/adjustments.
- The bidders who has/have not been awarded the Rate Contract can take their EMD after finalization of RC/Tender with due correspondence.

68) Terms of Payment

Will mean 100% payment to the supplier within 30 days from the submission of the bill after receipt of goods in good & satisfactory condition and the pre-receipted bills to be submitted in triplicate with necessary information; however, in view of promotion of faster supplies, the institute allows that the successful bidders may opt for following options for payments:

- Option 1. Suppliers willing & opting to allow 4% Trade discount will get their bills paid within 03 (Three) working days from bill submission date to stores billing.
- Option 2. All suppliers who allow 2% trade discount will be made payment within 7 working days of the submission of the bill with the stores department.
- Option 3. Those suppliers who do not wish to avail the opportunity of early payments will be made payment within 30 days of the submission of the bill with the stores department.

- Bill should be submitted with the stores department before 1.00 P.M. otherwise bill will be deemed to be submitted on the next working day.
- The supplier will have to specifically mark the option he 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 against Tax Invoice by NEFT/ RTGS.

69) Replacement of Near Expiry/ Slow Moving/Non Moving:-

It will be responsibility of supplier to get status of slow/ non-moving inventory for replacement purposes from IRF stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving/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.

70) Termination of Contract

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

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

- The bidder fails to comply with the terms & conditions of contract or
- The bidder becomes bankrupt or goes into liquidation; and / or
- The bidder fails to render the services promptly or
- The bidder does not render qualitative services to the Institute or
- A receiver is appointed for any of the property owned by the bidder.

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.

71) Penalty Clause

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

If the institute finds that the vendor has supplied any item below the price taken from the institute & has not declared & reimbursed it previously, the penalty of two times of the extra amount taken from the institute shall be imposed.

72) Short Expiry

There should be minimum 6 months shelf life of the items at the time of delivery. However, the user department may accept upto 30% of reagent kits with user expiry depending on utilization. In any case if the expiry is below 1 month at the time of delivery, 50% discount has to be provided only if the user department agree to accept the items as per its utilization.

73) Fall Clause

Will mean, if at any point of time or during the execution of the contract, the contract or reduces the sale price or sells or offers to sell such stores, as are covered under the contract of IRF, 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 rates will be amended.

Further the RC holder if registers at GeM Portal during currency of rate contract, will have to intimate IRF instantly & immediately. Failure to do so may invite severe action as deemed appropriate by the institute IRF.

74) 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.

75) Assignment / Sub-contracting

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

76) Resolution of Disputes

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

77) Laws governing the contract

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

78) Jurisdiction

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

79) The Director reserves the right to accept or reject any bid in part or full or annual the bidding process without assigning any reason thereof.

80) A bid can be rejected in case of reported non performance from the user department. The non performance would be based on:-

Failure to maintain 95% up-time for any instrument in part 5 years.

Claiming wrong CPRT in any previous tender.

Prof. Jyotsna Agarwal
Chairperson (IRF)
For & on behalf of Director
Dr. RMLIMS, Lucknow

SECTION IV
FORM - I
PRE-QUALIFICATION

(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 Authorized distributor).
5. State whether bidder is small scale, medium scale, organized sector (Indian or multinational company or firm).
6. Name of the persons who are responsible for conduct of business as explained under section 34 of the Drugs & Cosmetics Act, 1940.

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

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

(Authorized Signatory of the firm)

Name & Signature :
Designation & Stamp :
Date :
Place :

FORM - II
PRE-QUALIFICATION

1. Turnover of the firm in last three financial years in the related field. Please furnish the certificate of Turnover duly signed and stamped by Chartered Accountant.
2021-2022
2022-2023
2023-2024
2. Name & full address of your bankers
3. Furnish the following information or documents
Income Tax PAN No.
GST Registration No.

(Authorized Signatory of the firm)

Name & Signature :
Designation & Stamp :
Date :
Place :

FORM – III:
BID SUBMISSION FORM

Ref. No.:

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

We hereby submit our tender for Installation of maintenance free lab equipment at no cost basis against the purchase of consumables for all routine tests & investigations.
We have enclosed the Earnest Money Deposit (EMD) by NEFT/RTGS of Rs. _____ (Refundable) in the name of Dr. RMLIMS payable at Lucknow, NEFT/RTGS Transaction No. datedissued by bank

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

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

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

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

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

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

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

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

Yours faithfully

Signature of the Authorized Signatory of Bidder
Full Address

FORM - IV

Submission of credentials of authorized dealer, if any

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

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

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

10. Bank details for RTGS purpose

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

11. Turnover of the Dealer

2021-22
2022-23
2023-24

PS: Change in dealer/supplier/distributors during currency of Rate Contract, will be acceptable on Rs.100/- Non Judicial Stamp Paper duly notarized with above information's.

(Authorized Signatory of the Bidder)

Name & Signature :
Designation & Stamp :
Date :
Place :

FORM – V

Self-declaration for correctness of information

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

FORM – VI

Format for submitting the declaration for lowest rate

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

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

Yours faithfully,

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

FORM – VII

PARTICULARS FOR PERFORMANCE BANK GUARANTEE

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

To,

The Director

Dr. Ram Manohar Lohia Institute of Medical Sciences (Dr. RMLIMS),

Vibhuti Khand, Gomti Nagar,

Lucknow - 226010 (UP)

Performance Bank Guarantee

WHEREAS Dr. Ram Manohar Lohia Institute of Medical Sciences (Dr. RMLIMS) Lucknow (Buyer) has invited bids vide Tender No..... dated..... for Installation of maintenance free lab equipment at no cost basis against the purchase of consumables for all routine tests & investigations AND WHEREAS the said tender document requires the Service provider whose tender is accepted for Installation of maintenance free lab equipment at no cost basis against the purchase of consumables for all routine tests & investigations in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “The Director, Dr. RMLIMS, Lucknow” in the form of Bank Guarantee for Rs. _____ which will be valid for entire period from the date of acceptance, the said Performance Guarantee Bond is to be submitted within days from the date of Acceptance.

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

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

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

Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rs. in words).

b. This Bank Guarantee shall be valid up to(date) and

c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the Director, Dr. RMLIMS Lucknow serve upon us a written claim or demand on or before..... (date)

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

Yours truly,
Signature and seal of the Guarantor

FORM – VIII

* (This form will be attached with the Technical Bid (Part-I) duly filled in by the bidder)

Acceptance for all terms & conditions of the Tender Documents

I/We have gone through the terms & conditions as laid down in the tender documents and all the terms & conditions 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 or work order 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 Principal Firm)

Name & Signature
Designation & Stamp
Date
Place
Mobile No.
e-mail

(Authorized Signatory of the Quoted Firm)

Name & Signature
Designation & Stamp
Date
Place
Mobile No.
e-mail

FORM – IX

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'ble 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 of Bid

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

A- Eligibility Criteria.

S.No.	Documents	Submitted (Yes/No)	Page No.
I	Whether the cost of tender (Non-transferable) is paid or not?		
II	Whether Earnest Money Deposit (Refundable) is submitted or not?		
III	Whether all pre-qualification Forms I to IX are submitted or not?		
IV	Whether Income tax return of last three financial years is submitted or not?		
V	Whether authority letter from principal firm (if applicable) is submitted or not?		
VI	Details of PAN		
VII	Whether a turnover certificate duly certified by CA is attached or not?		
VIII	Whether Non-black listing affidavit on Rs. 100/- Non-judicial Stamp paper duly notarized is submitted or not?		
IX	Whether copy of GST registration certificate is submitted or not		
X	Whether the Financial Bid submitted in prescribed format or not		
XI	Self-declaration of Rs. 100 non judicial stamp paper (notarized) about lowest rate and passing on the downward rate revision is uploaded with price bid besides registration on GeM Portal as detailed in "Fall Clause".		
XII	Whether registered with GeM Portal, If yes, please provide list of items registered		

**Kindly provide above documents in the same serial order as mentioned*

Signature and seal of bidder

SECTION V
SCOPE OF WORK

Scope of work for Installation of maintenance free lab equipment at no cost basis against the purchase of consumables for all routine tests & investigations of Automated Urine Chemistry & Sediment analyzer, Automated ESR System, ABG Analyzer-1, ABG Analyzer-2, Digital Centrifuge and incubator for column agglutination technique etc for a period of five years.

Installation of maintenance free equipments at no cost basis / free of cost

In fact, there are tremendous scopes for installation of maintenance free laboratory equipments at no cost basis against the supply of various types of Diagnostic Kits & Reagents or consumables for tests & investigations being performed in various departments of the Institute. The bidders are advised to submit their comprehensive offers for latest state of art technology equipment along with the rate of consumables, chargeable or payable by the Institute in the prescribed format.

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

Key guidelines for the installation of maintenance free equipment

- 1) The firm would offer their latest equipment at no cost basis to the Institute.
- 2) Period of Equipment post Installation will be for five years or more.
- 3) Maintenance of equipment will be the sole responsibility of the successful bidder.
- 4) Up time guarantee 95% of 365 days including all hospital and government holidays.
- 5) Terms of payment would be a written agreement of both the parties.
- 6) One or more installation is possible of the same equipment.
- 7) Pre-bid meeting can be had with the user/ indenter/ HOD concerned for clarification.
- 8) Institute keeps installation free from any pre-condition of purchasing of consumables.
- 9) Pre-installation requirement or any pre condition should be highlighted clearly in the bid.
- 10) Installation period required after award of contract.
- 11) Cost of the test should be quoted accurately in the financial bid format.
- 12) No hidden cost of the test in the financial bid format will be acceptable.
- 13) It is a fixed term rate contract for all consumables to be used in.
- 14) Rate of consumables will be frozen for an agreed period.
- 15) All equipment should be new and not refurbished / used one.
- 16) Title of the equipment will remain with the firm.
- 17) Backup facility & arrangements should be clearly offered, if any.
- 18) Ranking of the equipment will be carried out as under.
 - Quoted test per cost against projected number of tests will be the final factor for arriving at L1 rates amongst the technically eligible bidders in the category.
 - The rate of optional items or to perform more tests will not be considered for ranking purpose i.e. L-1, L-2.
- 19) To ensure maximum utilization of the instrument, the bidder must agree to do Rate Contract Institute for all the feasible parameters on the instruments with proper justification as part B of the rate contract. The part-B must also be uploaded.
- 20) Rate of consumables will remain firm & fix during RC except GST payable.
- 21) Safety, Security, Power supply & other interdepartmental support would be the responsibility of the Institute.
- 22) There are several parameters & factors on which a technical evaluation process takes place viz. operational conditions, cost of consumables, cost of the test, quality, reliability, dependability, processing & reporting time, after sales service support, volume of the tests, state of art technology, pre-installation conditions, terms of payment etc.
- 23) In case of any interruption in the services, it shall be the responsibility of bidder/successful RC holder.

- 24) No listed / tendered test of financial bid will be left blank otherwise it will not be considered. To quote mandatory the rate of all tendered / tabulated items / parameters against each category of the equipment are mandatory.
- 25) All cost of modification & alteration for installation of equipment/if any shall be borne by bidder.
- 26) Bidder must ready to upgrade the instrument or provide the backup unit within the contract period, whenever asked by the Institute to maintain uninterrupted services.
- 27) The bidder should be able to supply the entire solution on 24 x 7 basis with a maximum response time of 4 to 6 hrs during the break down period.
- 28) Bidder should have all relevant facilities and logistics to execute the supply orders.
- 29) The bidder should have sufficient number of technical & administrative employees on its pay roll for proper execution of contract & supply orders.
- 30) It shall be the complete responsibility of the bidder to ensure bidirectional interfacing with HIS / LIS at the Institute at the cost of RC holder failing which the equipment shall not be considered for usage.
- 31) Any representation given by the bidder / firm shall not be entertained after one week of first time publication of the tender but subject to discretion of concerned department.
- 32) **Bid finalization Policy & Procedure / How will L1 offer be decided**
 - Bidder should fulfill the eligibility criteria.
 - At least 90 % of the enlisted tests (in financial bid) must be done with self manufactured reagent & for rest of the parameter the company shall quote for remaining tests through third party mentioned in rate agreement. No test in financial bid format is to be left blank otherwise it will not be considered i.e. **"Quoting rates parameter for all tendered of/ tabulated parameters/ items are compulsory."**
 - Fill all the columns of final financial bid & annexure in numericals only, write zero (0) if not applicable or free of cost. Any blank column will be considered zero.
 - Number of tests per month is purely indicative & is for the purpose of evaluation & comparison of financial bids. There is no assurance implied that such number of samples will be provided/ achieved/ performed. Workload per month may increase or decrease depending upon the requirement.
 - Number of tests has been taken from average of last six months (in round figure/in multiples of 100) & arbitrary numbers (assuming test kit of 100 tests with onboard stability of 3 to 6 months for reagents depending on currently available data from our lab to ease out calculation).
 - The Institute will not be liable for any change in test menu & no claim what so ever it may, will be entertained.
 - The rate contract must be counter signed by the bidder as well as the authorized person from principal company.
 - Cost per Reportable Test (CPRT) is including all the cost required to run a test including cost of calibration per test (assuming one calibration is required per 100 tests; as per input of previous six month data from our lab) & anything else mentioned in Financial Bid Format, may lead to rejection. For equipments with time dependant calibration, the modified calculation has been annexed along with the concerned bid.
 - The Institute will pay the cost of reagents, control & calibrators only (If anything except controls) is not mentioned in Financial Bid Format clearly, it is assumed to be free of cost. Controls shall be purchased as per price justification of other Government Institute, rate contract.
 - Cost of maintenance, kit lamp, wash solutions etc. is not payable extra.
 - The maintenance during contract period will be sole responsibility of the company.
 - Bidder will quote their best rates for each pack size in INR and GST extra.
 - Cost mentioned in prescribed annexure/format will in no case exceed MRP value.
 - The price justification shall be taken on the basis of previous installations of the same equipment in other government similar institutes only.
 - The sequence in annexure should be same as in bid format (to ease out cross checking)
 - In other words, spares & accessories including lamp are required in routine or preventive maintenance and same will be provided free of cost by the successful bidder.
 - **How will L1 offer be decided:** Name of test per month indicated in the schedule of requirement i.e. number of tests will be multiplied by the quoted cost per test to arrive at L1 offer. Column No. 3 will

be multiplied by column no.9 and sum of the resultant value (column no 10) will be the offered values vide Financial Bid Format (Part –II).

Prof. Jyotsna Agarwal
Chairperson (IRF)
For & on behalf of Director
Dr. RMLIMS, Lucknow

SCHEDULE OF REQUIREMENT OF MAINTENANCE FREE EQUIPMENT

Bidders should quote & offer / upload the Technical & Financial bids for each maintenance free equipment separately.

Sl.	Name of Maintenance Free Equipment	Qty.
1	Automated Urine Chemistry & Sediment analyzer.	One
2	Automated ESR System.	One
3	ABG Analyzer-1	One
4	ABG Analyzer-2	One
5	Digital Centrifuge and incubator for column agglutination technique	One

Specification of Automated Urine Chemistry and Sediment Analyzer

1. The urine chemistry and sediment analyzer units may be a hybrid system or should be integrated along with integration of software so that both equipment results are available on single screen.
2. The system should work on the automated measurement process including homogenization, aspiration, pipetting, sedimentation providing high accuracy and reproducibility of results.
3. The system should be based on Reflective photometry for strip analysis and automatic identification of microscopic images or fluorescence flow cytometry based identification for sediment analysis.
4. The system should have throughput of 100 or more samples/hour (Sediment+Chemistry).
5. Urine chemistry parameters required: Bilirubin, Urobilinogen, Ketones, Glucose, Protein, Blood, pH, Nitrite, Leucocytes, Specific Gravity and physical parameters colour, turbidity
6. Sediment analysis parameters required: RBC, Dysmorphic red cells, WBC, WBC Clumps, Hyaline casts, Pathological casts, Squamous epithelial cells, Non squamous epithelial cells, Bacteria, Yeast, Crystals, Mucus, Sperms.
7. Results should be available as both quantification in microliters and per microscopic field.
8. The equipment software should allow user to review and edit patient's result manually.
9. The equipment should have minimum 1 sample loading capacity and upto 100 with preferably continuous loading facility.
10. The equipment should have individual chamber/cuvette for individual sample analysis. (applicable for DIA based analyzers only).
11. Equipment software should have facility for calibration and internal QC analysis with 3rd party controls.
12. Equipment software should have result management, work list handling, and documentation through LIS/HIS connection facility. Integration with the LIS/HIS would be responsibility of supplier. User shall facilitate it through the IT department of the institute.
13. Should have high internal memory to store >5000 test results and should have facility for backup of stored results.
14. Equipment should have bar code reader and printer
15. The system should have provision to avoid sediment cross contamination by performing sample –to – sample cleaning.
16. The system should be US FDA/CE certified.
17. The system should have on board facility to store reagent strips with active humidity control of strips.
18. The system should provide multiple images per sample for sediment analysis.
19. Analyzer must permit Bi- Directional interfacing with LIS/HIS. Cost of interfacing to be borne by the supplier.

Specification of AUTOMATED ESR SYSTEM

1. The instrument should be able to perform ESR analysis directly from the EDTA tube.
2. The equipment should have proven good correlation with Westergen method.
3. Through put should be at least 50- 60 ESR per Hour
4. Should have facility to load at least 30 samples or more at a time.
5. The equipment should be able to report the result in mm/hr
6. The equipment should be equipped with bar code reader and printer.
7. Analyser should have facility for Calibration and Internal QC analysis with LJ Graphs with 3rd party controls.
8. Analyser must permit integration with LIS/HIS. Integration with the LIS/HIS would be responsibility of supplier. User shall facilitate it through the IT department of the institute.
9. Results should not be affected by low haematocrit levels or else analyser should have option to offer hematocrit correction.
10. The results should not be affected by temperature variation or the analyser should be equipped with temperature correction facility.
11. Analyser should be compatible with pediatric tubes or facilitate pediatric sample testing.
12. Analyser should have provision for Data storage of at least 5000 records.
13. It should be US FDA / CE approved for IVD.

Specifications of Blood Gas & Electrolyte Analyzer-1

1. Analyzer should be Fully Automatic machine with upgradeable facility.
2. Analyzer should be able to measure pO₂, pCO₂, pH, Na⁺, K⁺, Cl⁻, ionic Ca⁺⁺, Hct, Glucose and Lactate in one single machine with single aspiration.
3. Analyzer should have Measurement of Hb.
4. Calculated parameters which include BE, BE ecf, BB, AG, HCO₃⁻, total CO₂, st HCO₃⁻, st pH, SO₂, ctO₂, aH⁺, AaDO₂ etc.
5. Analyzer should have parallel measuring chambers for ABG, Electrolytes, & metabolites to save reagents.
6. Analyzer should have Stat individual module on/off facility to save the reagents as well as sample volume. Should use latest calibration technology for all parameters.
7. Analyzer may have any Internal or External gas cylinder.
8. Maintenance free electrodes. Future cost of electrode replacement is to be indicated. Clearly in the final financial bid.
9. Analyzer should have fully automatic calibration system for all parameters.
10. Calibration and Washing reagents should be in separate individual bottles for Optimum use instead of single sealed pack to avoid the wastage of the reagents.
11. Analyzer should have inbuilt continuous reagent level monitoring with graphic display/alarm.
12. Data display on well-illuminated LCD display and print out on a fast, low noise graphical thermal printer. The cost of printing paper must be included in the financial bid.
13. Analyzer should have built in data storage facility for at least 25,000 patient results.
14. Analyzer should have built in voltage stabilizer for the range of 100–240V/50Hz.
15. Analyzer should be latest model and USFDA/CE approved.
16. Analyzer should be able to process sample types of whole blood, serum, plasma, dialysate and aqueous solution.
17. The System should not use cartridge-based technology.
18. The Running cost of per test should be indicated (based on volume of test per month) in tabulated form.
19. Service Engineer should be available locally; down time should not be more than 24 hrs.
20. It is essential to maintain 95% uptime, back up should be offered whenever asked by the department to maintain the same.

21. A computer with optimum configuration and a vibration free table (granite top) must be provided along with the equipment.
22. UPS with minimum half an hour battery backup must be provided along with the equipment.
23. Kit sizes bigger than the quoted monthly workload and onboard stability of less than one month would not be acceptable to avoid premature expiry.

Specifications of Blood Gas & Electrolyte Analyzer-2

1. Analyzer should be Fully Automatic machine with upgradeable facility.
2. Analyzer should be able to measure pO₂, pCO₂, pH, Na⁺, K⁺, Cl⁻, ionic Ca⁺⁺, Hct, in one single machine with single aspiration.
3. Analyzer should have Measurement of Hb.
4. Calculated parameters which include BE, BE ecf, BB, AG, HCO₃⁻, total CO₂, st HCO₃⁻, st pH, SO₂, ctO₂, aH⁺, AaDO₂ etc.
5. Analyzer should have parallel measuring chambers for ABG, Electrolytes, & metabolites to save reagents.
6. Analyzer should have Stat individual module on/off facility to save the reagents as well as sample volume. Should use latest calibration technology for all parameters.
7. Analyzer may have any Internal or External gas cylinder.
8. Maintenance free electrodes. Future cost of electrode replacement is to be indicated. Clearly in the final financial bid.
9. Analyzer should have fully automatic calibration system for all parameters.
10. Calibration and Washing reagents should be in separate individual bottles for Optimum use instead of single sealed pack to avoid the wastage of the reagents.
11. Analyzer should have inbuilt continuous reagent level monitoring with graphic display/alarm.
12. Data display on well-illuminated LCD display and print out on a fast, low noise graphical thermal printer. The cost of printing paper must be included in the financial bid.
13. Analyzer should have built in data storage facility for at least 25,000 patient results.
14. Analyzer should have built in voltage stabilizer for the range of 100–240V/50Hz.
15. Analyzer should be latest model and USFDA & CE approved.
16. Analyzer should be able to process sample types of whole blood, serum, plasma, dialysate and aqueous solution.
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21. A computer with optimum configuration and a vibration free table (granite top) must be provided along with the equipment.
22. UPS with minimum half an hour battery backup must be provided along with the equipment.
23. Kit sizes bigger than the quoted monthly workload and onboard stability of less than one month would not be acceptable to avoid premature expiry.

Specification of Digital Centrifuge and incubator for column agglutination technique

Digital centrifuge:

1. Should have 10 or more slots to centrifuge any combination of “Column Agglutination Technology” based cards of 6 wells.
2. The centrifuge should have an acrylic glass cover head for transparent viewing with electronic door locking.
3. Monitored by microprocessor.
4. Rpm, time & functions display on LCD/ LED screen in English.
5. Prefixed centrifugation time (10 min or less)
6. Audible alarms for the end of centrifugation periods.
7. CE compliant according to IVD Directive 98/79/EC or FDA approved

Incubator:

1. Incubation temperature $37 \pm 2^{\circ}\text{C}$.
2. LED display for incubation temperature and time,
3. Microprocessor PID temperature control.
4. Prefixed incubation time of 15 minutes, adjustable from 0-60 minutes (Optional)
5. Capacity to incubate 20 or more cards.
6. Should have audible alarm for end of incubation period.
7. Electrical requirement: 240V/50Hz.
8. Performance certificates from three government hospital/ institute-based blood banks in last three years should be provided for the equipment.