

# **INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES- PATNA**

## **Notice Inviting Tender**

**Tenders invited for supply of 18F-FDG for PET-CT to State Cancer Institute, Indira Gandhi Institute of Medical Sciences, Sheikhpura - Patna (Bihar) on Rate Contract basis for period of one year**



<b>Tender No.</b>	<b>:</b>	<b>11/ 2021-22/ IGIMS/ STORE</b>
<b>Date of Publication</b>	<b>:</b>	<b>25.08.2021</b>
<b>Last Date of Submission</b>	<b>:</b>	<b>15.09.2021 up to 15:00 Hrs.</b>
<b>Opening of Technical Bid</b>	<b>:</b>	<b>16.09.2021 at 15:30 Hrs.</b>

**TERMS AND CONDITIONS FOR THE SUPPLY OF ITEMS AS PER THE SCHEDULES ON RATE**  
**CONTRACT BASIS FOR THE PERIOD OF ONE YEAR**

**Tender No.: 11/ 2021-22/ IGIMS/ STORE**

1. The Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar), invites sealed tenders for the supply of **18F-FDG for PET-CT to State Cancer Institute**, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar).
2. Contractors are requested to sign the Terms & Conditions and special direction to the contractors and submit along with the tender.
3. Tenders for the **18F FDG** at **State Cancer Institute**, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) should be submitted **in two parts**, in two sealed envelope duly super-scribed as " **Tender No. 11/ 2021-22/ IGIMS/ STORE** for "**18 F FDG**", Due Date on **15.09.2021** both Parts -I / Part - II.
  - **Part - I** containing **Technical bids** in complete details, requisite & other relevant documents.
  - **Part - II** containing **Price bid**.

Both **Part – I** and **Part – II** tenders addressed to the Director, **State Cancer Institute**, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) should reach Purchase Department, on or before **15.09.2021 up to 3.00 p.m.** and Tenders which are received late will not be considered.

- The **Part I Technical Bid** will be opened on **16.09.2021 at 3.30 p.m.** onwards in front of those Tenderers who wish to be present.
  - Time and date of opening of **Part II- Price Bid** will be intimated only to the tenderers who are qualified after evaluation of Part I- (Technical Bid) i.e. Part II of the tenders will be opened on a date to be intimated later, only if Part I of the bid is technically accepted.
4. **Bid Security Declaration:** The tenderer has to submit the "**Bid Security Declaration**" as per **Annexure "B"** attached in the tender document.
  5. No tender will be accepted unless the Bid Security Declaration is enclosed along with **Part-I Technical Bid** of tender document.
  6. The tenders are invited only from Vendor/Contractor who shall be capable and entirely responsible for executing the composite entire contract. The detailed Schedule is indicated in Annexure.
  7. It is responsibility of the tenderers's to see that the completed bidding documents are submitted in the Office of the Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) on or before the date and time mentioned above for submission of tender through Regd. Post / Speed Post / Courier Services, failing which the bid would be considered late and rejected. Mere handing over of the bidding documents at reception or at any other counter or room or person cannot be considered as submission of bid.
  8. Tenders which are received late will not be considered.
  9. List of the brand technically short-listed will be intimated to the respective vendors.
  10. The successful tenderers will have to enter into a contract for supply of items.
  11. Vendors must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
  12. The Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) reserves the right to reject any or all of the tenders without assigning any reason **at any stage**.
  13. The Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) also reserves the right to extend the validity of the Rate Contract for another one year as mutually agreed upon.

14. The Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) reserves the right to reject, add, reduce, or differ the purchase without assigning any reason at any stage thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. The Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) on enquiry will disclose the reasons for rejecting a tender or non-issuing a tender document.
15. All vendors must disclose the names of their partners, if any. Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband/wife, father/mother, son/daughter and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract. If so found, all such bid(s) shall stand rejected and tender deposit of each firm/establishment shall be forfeited. If it is a private/public Ltd company the names and addresses of the Director, along with their DIN should be submitted.
16. Vendors shall quote firm offers. Conditional offers shall not be considered.
17. The tenders must be valid for acceptance for a period of 6 months from the due date.
18. Late tenders will not be accepted under any circumstances.
19. The vendor shall state the name and address of the authorized agents/ stockiest/distributors through whom the product shall be made available.
20. Vendors who are not the manufacturers must mention the name and address of the manufacturer of the products offered by them. An authority letter from the manufacturer authorizing them to quote for their product is essential. The tender must state the brand name, make etc. of the product offered against every item quoted if applicable. The product offered should be of the same packing and strength as specified in the schedule.
21. The quantities mentioned against each item are estimated quantity & can vary. The item shall be procured whenever required during the contractual period in quantities required from time to time.
22. The vendor/contractor to submit along with tender an affidavit (on Rs.100/- stamp paper) confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
23. **Tender must be submitted in the prescribed format duly signed on each page.**
24. **Tenders not submitted in hard copy shall be liable for rejection even if the information provided in CD.**
25. Tenders should be submitted in the office of the Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) through Regd. Post / Speed Post / Courier services only.
26. Compliance report on technical bids be clear. If tenderer not quoted or put dash (-) or 'NA' then it will be presumed that quoted price includes those item cost.

#### **Arbitration**

If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator to be appointed by the Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) and the contractor/vendor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar). In case such person is not acceptable to the Contractor/Vendor, Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar) shall be the final and sole arbitrator and award given by him shall be final Jurisdiction and binding on the parties. In case of disputes/differences referred as per law to courts, the Honorable Courts in Patna (Bihar) will have exclusive Jurisdiction.

#### **Governing Law:**

The Law in force in India, from time to time shall only have application, and the courts in Patna (Bihar) shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract.

1. The Tenderer (manufacturer) should furnish along with tender **a notary affidavit on Non-Judicial Stamp Paper of Rs.100.00** stating their in as under: -
  - a) Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
  - b) That the firm has been manufacturing and marketing the quoted products for more than two consecutive financial years.

- c) That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 3 year.
- d) That the firm has deposited up to date GST and Income Tax. (Attach copy of clearance / Return certificate).
- e) That the rates quoted by the firm are the lowest and not higher than the wholesale market rates /quoted in any other Institution or Hospitals. Rates have been checked by me / us and if approved I shall supply that items in the specified period.
- f) That the firm is having its manufacturing unit as per norms of revised schedule “M” of the Drugs Act & is having GMP / WHO-GMP/ IPF/ USFDA / CEE/ ISO/ DGQA certificate valid till date. (Mention whichever is applicable).

**Note:**

- **The affidavit must be as per the details mentioned above. Any change in the text matter is not accepted and IGIMS reserves the right to reject such offers.**
- **The quantity shown against the items in price bid format is tentative in nature and may vary (increase or decrease) as per demand of the Institute.**

## **Part I: Technical Bid**

- 1) The quotation document is necessarily required to be accompanied by a quotation in Excel 2007 format in the CD provided. Vendor should bring format in another CD in case the CD enclosed with the Tender does not open. The columns have been formatted specifically and should not be changed. In case there is a difference between the soft copy and the hard copy, the hard copy will be considered as the official bid. The hard copy should be signed on each page of the form of the tender.
- 2) There should not be any discrepancy in the rate quoted in CD and hard copy. In case of any difference the price quoted in hard copy will be considered.
- 3) Vendors must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
- 4) The Tenders must be accompanied by the following documents wherever necessary:
  - a) Name and address of all Partners/ Director of the firm
  - b) Complete Literature of the products offered.
  - c) GST Registration Certificate
  - d) Copy of the Factories Act Registration or Shops and Establishments Act Registration or small-scale Industries registration as applicable.
  - e) Copy of the **FDA** License wherever applicable.
  - f) Copy of **GMP** license under schedule **M** wherever applicable
  - g) Letter of authority from the Manufacturer if the supplier is dealer or agent of the firm.
  - h) Material Safety Data Sheet for all chemicals reagents, disinfectants and kits.
  - i) Last 3 years Income Tax Return duly acknowledgement
  - j) Balance Sheet and Profit & Loss Account of the firm for the last three years duly certified by Chartered Accountant
  - k) Vendor Capability Proforma duly filled, signed & stamped enclosed with these tender documents.
  - l) It is the Vendor's responsibility to submit all the above required documents. The offer shall be technically evaluated only if all the documents required are in order, failing which IGIMS, Patna reserves the right to reject the offer.

### **Contract terms:**

- i. In the event of the tender being accepted the contract must be signed by authorized signatory of the firm. The authorized signatory will provide a suitable letter of authority from the firm authorizing him to enter into a contract on behalf of the firm.
- ii. The firm shall be bound to supply on the rates quoted in the tender throughout the contract period.
- iii. The contract entrusted to the successful vendors will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.
- iv. It shall be incumbent on the successful vendor to pay stamp duty on the contract.
- v. The tender should be duly filled in all respects and signed. The tenderer should quote in figures as well as in words the amount quoted by him. Alteration, if any, should be attested by the tenderer with his full signature, otherwise the tender shall be treated as invalid tender. The tenderer should duly sign the entire tender documents personally.
- vi. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- vii. Failure to fulfill any of the conditions given above shall render the tender for rejection.
- viii. The tenderer state only one name and address of the authorized agent/stockiest/ distributor for a product through whom the products shall be need available.

- ix. Any other taxes shall be deducted from your bills as made applicable by the Government/ Statutory authorities from time to time.
- x. If the tender is accepted, the vendor will have to deposit an amount equivalent to 10% of the expected value of the quantity mentioned in the schedule as Security Deposit which will not bear any interest. The Security Deposit is to be paid through a demand draft or in the form of bank guarantee from a bank, within 10 days from the date of intimation of acceptance of the Tender.
- xi. The full contract deposit must be paid within the time specified and the contract must be executed on or before the date fixed and intimated in writing to the successful contractor.
- xii. That postponement of the payment of the full contract deposit of the execution of the contract will not be permitted by the Director, IGIMS, Patna having in his possession other Deposit on account of other Tenders or Contracts, which Deposits may be or become returnable to the contractor and which they may wish to transfer as Deposit under this Contract. Such transfers will not under any circumstances be permitted.
- xiii. Contractor shall carry out the work in close co-ordination with the Purchase & Stores Department.
- xiv. The contractor shall not have any claim for compensation by reason of any alteration having been made in the original scope of work which shall involve any curtailment of the work as originally contemplated.
- xv. No person engaged or involved in this contract should disclose any matter pertaining to the Department to any third party in particular any information identified as proprietary in name that be kept strictly confidential and shall not be disclosed to any third party without written consent the original disclosing party.
- xvi. The Contractor or the employee engaged by the contractor shall not use IGIMS, Patna name for any publicity purpose through any public media like Press, Radio, Television or Internet, without the prior approval of Director, IGIMS, Patna.
- xvii. The contractor shall not sublet, transfer or assign the contract to any other party.

**Supplies:**

- I. Under the provisions of the Drug and Cosmetic Act 1940 and the rules made under the act, following should also be specified on the labels affixed to the items:
  - a) Name and address of the manufacturer/Loan Licenses.
  - b) Name and address of the re-packer, if any.
  - c) Net and gross contents.
  - d) A distinctive batch number and date of manufacture, repacking and expiry, if applicable.
  - e) MRP
- II. Supplies must be made as per users request and no delay will be accepted.
- III. All deliveries of the material against purchase orders to be routed through Security for entry and then to Department of Nuclear Medicine, IGIMS, Patna – 800 014 / Purchase & Stores Dept located in Ground Floor, Administrative Block, IGIMS, Patna – 800 014 (Bihar).
- IV. If you are delivering the material by Courier in the name of Director, IGIMS, Patna, please instruct courier service provider/transporter to route the material through the hospital Security and Stores with purchase order number. Courier POD should have delivery challan indicating P.O. number, item description and quantity.
- V. If you are clubbing the purchase orders and delivering the material, please mention quantity and batch number, Expiry Date in case of reagents, kits with MRP if available.
- VI. The hospital does not accept part supplies or delayed supplies. In case of delays, the hospital shall impose liquidated damages to the extent of 0.5% of the order value per week or part thereof subject to a maximum of 10% of the value of the order. The Director, IGIMS, Patna may at his sole discretion waive the imposition of liquidated damages.
- VII. In case of failure of supplies within the stipulated time, the hospital at its sole discretion will purchase the same from any other source. The additional amount paid for such purchases along with additional 15% of the value of the order, towards administrative costs as Risk Purchase cost shall be debited to the account of the vendor. The Director, IGIMS, Patna may at his sole discretion waive these charges.

- VIII. The amount(s) debited to the vendor's account shall be recovered from the EMD/Security Deposit/ pending bills/ future bills of the vendor. This is without prejudice to any other legal remedies that the hospital may resort to against the supplier.
- IX. In case of failure to supply the goods within the stipulated delivery period the hospital also reserves the right to enforce forfeiture of the entire security deposit. This is without prejudice to any other legal remedies that the hospital may resort to against the supplier.
- X. Payment Terms**
- Submit/forward Invoice Bill to respective Purchase & Stores Department of IGIMS, Patna. Bills must be submitted directly to the Purchase & Stores department within 15 days of the date on which supplies are made to the hospital. Payment against the bills will be made within 30 days if all the goods have been delivered in full quantity against the Purchase Orders and the quality and quantity has been found to be acceptable. The hospital shall not be responsible for any delays in payment, if the bills are not submitted within 15 days of the date of supply.
  - Permissible taxes will be deducted from the bills and certificate will be issued by the Centre.
- XI. Part supply of material is not accepted in case of urgency part supply shall be accepted only after prior sanction. However, payment shall be effected only after complete supply of the purchase order quantity.



**Director,  
I.G.I.M.S. – Patna.**

I/We have read the Terms and conditions and the same are acceptable to me/us.

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\_\_\_\_\_  
(Tenderer's Signature)

NAME: \_\_\_\_\_

LATEST ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

LATEST TEL. / Mobile &n E-Mail: \_\_\_\_\_

**PART-I**  
**Technical Compliance**

**18F-FDG (Fluoro-Deoxy Glucose)**

FDG, is a radiopharmaceutical used for the medial imaging modality like positron emission tomography (PET-CT)

1- Activity- 50 & 100 mCi for IGIMS, Patna (may be changed as per our requirement).

2- Delivery Frequency- Daily

3- Delivery Terms: Door Delivery

4- Delivery Site: Dept. of Nuclear Medicine / Store & Purchase Department  
Indira Gandhi Institute of Medical Sciences,  
Sheikhpura,  
Patna – 800 014 (Bihar)

Note: Please attach signed and stamped copy of technical compliance agreeing all above points.

I/We have read the Terms and conditions and the same are acceptable to me/us.

–

\_\_\_\_\_  
(Tenderer's Signature)



**Bid Security Declaration**  
**(On Letter Head of the Tenderer)**

Tender No. :

We hereby declare and accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we agree for suspension for a period of Three years from participating in any tender of IGIMS, Patna, which shall be binding on us and we shall not appeal against the same.

Date:

Sign of Authorized Signatory

Name:

Designation:

Seal:

TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)

Date:

To, \_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: - \_\_\_\_\_

1. I/We have read the General and Special Terms and Conditions of the contract given above. I/We agree to abide by them.
2. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s) and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with IGIMS, Patna and/or prosecuted as per laws.
3. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
4. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
5. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
6. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
7. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Signature of the bidder and seal

Name of authorized person  
& Address for correspondence

Tel/ Mobile No./ E-Mail:

**SOLVENCY CERTIFICATE  
(On the letter Head of Bank)**

This is to certify that M/s. \_\_\_\_\_ is a firm of Proprietorship / Partnership / body corporate (give legal entity) duly registered under the provisions of Act (give the name of Statutory Act) for which we are the authorized bankers and having bank transactions for their business through us and have good reputation.

Based on their financial transactions, we certify that financial position of the above named organization is sound and the solvency to the extent of amount Rs. \_\_\_\_\_ may be admitted.

Signature of Manager  
Name of the Bank with seal

Date:

**VENDOR CAPABILITY FORM (APPLICATION)**

Ref: Tender No:

Date:

1 Name of the Item / Work	
2. Due Date of the submission of the tender.	
a. Receipt No. for EMD Amount and Date	
3. Name / Title of the Bidder	
Full Address (recent)	
	E-Mail (recent)
	Tel. No & Mobile No. (recent)
	Fax (recent)
4. Name of the person authorized to deal / undertake business for and on behalf of the bidder	
	Tel. No & Mobile No. ( <b>Recent</b> )
	Fax ( <b>Recent</b> )
	E-Mail ( <b>Recent</b> )
5. Legal entity of the bidder whether Firm / Society / Company / Other entity	
a. Registration No.	b. Authority with whom registered
c. License No. granted by	for
6. Main business of the bidder whether Manufacturer, Business Distributor, Wholesale Dealer, Retail trader or Service Agent	
7. Authorized Area of operation in India	
8. Name of the Principal Organization / Company for and on behalf working in India	
9. Origin of the Principal Organization / Company	
10. Address of the Principal Organization / Company	
	Tel. No. & Mobile No.
	Fax
	E-Mail
11. Name & Address of the Bankers along with Bank Account No. and IFSC code of the bidders.	
12. Authority / Delegation / License No. & Date granted by the principal to the representative	

bidder	
13. PAN No.	
14. Registration No. granted by GST	
15. GST/CGST/SGST NO.	
16. HSN code of the product	
17. Import / Export Code No.	
License No. for import	
18. No. of manpower employed by the bidder	a. Scientific                      b. Technical
	c. Administrative                d. Finance
19. Support facility instrument No.	
20. Experience of the bidder in dealing with the tendered item. Tenderer must have similar job done in the line of business / experience with 3 to 5 years will be considered	
21. Whether supply of any item / service to IGIMS, Patna in past; if yes indicate the Purchase Order No. & Date	
22. Any other relevant information for submission	

Certified that the above information is correct & true to the best of my knowledge and belief. Nothing has been concealed and fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible.

**Name of authorized person for bidder with seal**

**Signature**

**PART I – TECHNICAL BID****TENDER No. :**

If the tenderer is not capable of quoting particular item tenderer should clearly mention in the Technical bid in the compliance report. For the cases where in the compliance report if the tenderer not mentioned anything then management is free to presume that it is inclusive of the cost quoted by the tenderer.

Sl. No.	Item Description	Annual Qty. (Approx.)	Item Offered /Quoted As per compliance of technical specifications at Annexure A (Yes/No)
1	<p><b>18F-FDG (Fluoro-Deoxy Glucose)</b></p> <p>FDG, is a radiopharmaceutical used for the medical imaging modality like positron emission tomography (PET-CT)</p> <p>1- Activity- 50 &amp; 100 mCi (may be changed as per requirement).</p> <p>2- Delivery Frequency- Daily</p> <p>3- Delivery Terms : Door Delivery</p> <p>4- Delivery Site :</p> <p>Dept. of Nuclear Medicine / Purchase &amp; Store Department, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014 (Bihar)</p>	<p><b>100 mCi - 100 units</b></p> <p><b>50 mCi - 200 units</b></p>	

*Note:*

- Please quote only YES OR NO for the offered item & do not quote the prices in the technical Bid and in case the price is quoted in the Technical Bid the said offer will be summarily rejected.
- The quantity shown against the items in price bid format is tentative in nature and may vary (increase or decrease) as per demand of the Institute.

**Please furnish the following details in the given proforma.**

Sl. No.	Documents/Details	Compliance (Details & Yes/No)
1	Bid Security Declaration (as per format at Annexure B)	Copy Enclosed ..... Yes/No
2.	Bidder Category i.e. Manufacture /Distributor /Dealer / Trader/Supplier <b>relevant document should be Submitted.</b>	..... Copy Enclosed ..... Yes/No
3	Copy of PAN, duly signed & stamped.	i) PAN No..... ii) Copy of Certificate Enclosed .....Yes/No
4	Copy of GST Registration Certificate, duly signed & stamped, clearly mentioning the GSTIN number.	i) Registration No..... ii) Copy of Certificate Enclosed .....Yes/No
5	Copy of profit & loss A/c and Balance Sheet of the company of last 03 Financial Years.	Copy Enclosed ..... Yes/No
6	Copy of ITR of last 03 Financial years.	Copy Enclosed ..... Yes/No
7	Evidence for supply of similar nature of items in the last two years to government hospital / reputed private hospital/reputed organizations in India.	Copy Enclosed ..... Yes/No
8	Tender Acceptance Letter in the format enclosed at Annexure-C	Enclosed ..... Yes/No

Certified that the above information is correct & true to the best of my knowledge and belief. In case any information is legal suppressed, and /or found false and incorrect, the under signatory will be personally responsible for the consequences, and that the tender is liable to be rejected summarily without assigning any reason.

**Signature of the Bidder and Seal**

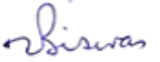
**Part II : Financial Bid**

1. The details of the prices of the item should be quoted in sealed envelope in the format provided as following:
  - Item Description
  - HSN No.
  - Unit of Measurement
  - Pack size
  - Basic Rate
  - CGST/SGST/IGST %
  - Final Rate
  - MRP
  - a. Final Rate offered should not exceed the MRP. The offers without MRP, wherever applicable, may not be considered. In the event if IGIMS, Patna comes to know that any of the item provided in the Contract are being available in the open market at the lesser rate than provided in the RC, IGIMS, Patna will be free to obtain the said items from such parties as appropriate and that IGIMS, Patna will not be liable for any claim or business loss of the Tenderer and that no indemnity to the Tenderer will arise. In such an event of misrepresentation, 10% costs of supplies made under the RC against Purchase Orders placed by IGIMS, Patna will be levied as penalty. For such misrepresentation to IGIMS, Patna, civil/criminal action will be initiated as appropriate.
  - b. If a firm quotes “Nil” charges/consideration, the bid shall be treated as unresponsive and will not be considered.**
  - c. The vendor must in all cases make the following unconditional declaration. The offer made in this tender is not higher than that made to any other organization working under any State / Central Government / Municipal Corporation or any other local bodies. In case the goods are supplied at a lower rate, the lower rate shall apply with immediate effect to the supplies made to IGIMS, Patna.
  - d. In case the product is imported by the vendors, it is required to show the document to substantiate the landing cost.
  - e. Hard copy and CD data should be identical, in case of any difference or ambiguity tender, the hard copy will be considered.
2. As per GST implementation from 1<sup>st</sup> July 2017 the rates of CGST, SGST,IGST should be shown separately as where no specific mention of the taxes chargeable is made by the tenders, it will be construed that these taxes are either not applicable or being already paid at the sources by the vendor or will be borne by them. No subsequent claim from the rates of taxes chargeable and vaguely state “Taxes as applicable” or “STGT” extra will be left out of consideration.
3. The term “Free Supply’ implies providing the goods within the premises of IGIMS, Patna at no extra cost.
4. The vendor must clearly understand that the rate contract with the vendor is liable to be terminated in the following circumstances without giving any notice:
  - a) Failure to supply the goods for more than one month after the due date of supply.
  - b) Failure to abide by the rules, various terms of the rate contract.
  - c) Termination of agency agreement between the vendor and his principals.
  - d) Information obtained from other sources regarding prosecution under any of the tax laws or the FDA act.

- e) Supplies of goods to IGIMS, Patna at a price higher than that to any other Central or State Government agency, Semi Government organizations, Local bodies etc. Revision of prices of the goods at any time during the currency of the rate contract other than due to government levies.
5. In case the supplies contain an element of foreign exchange, custom duty, excise duty and other taxes the same should be mentioned clearly in the tender. Any changes in statutory levies will be allowed as an increase/ decrease in the prices based only on the formula worked out at the time of tendering and in no case shall be more than the impact of the change on the price of the item. In case the above details are not provided at the time of the tendering, Hospital shall not consider any change in the price during the currency of the rate contract agreement. Items where custom duty has to be paid in India must be indicated with current rate of duties.
6. The items which are imported directly, the vendor must inform the landed cost. The vendors may be asked to submit the relevant papers like Bill of Entry to substantiate the figure during financial negotiation.
7. In case the contract is terminated due to any of the above reasons, the Hospital will be at liberty to forfeit the security deposit, charge the vendor liquidated damages as per clause 8 of supplies and risk purchase charges as per clause 9 of supplies and take any other action as may be deemed fit under the circumstances at the sole discretion of the Director, IGIMS, Patna.

**8. FALL CLAUSE :**

- a) The prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Stores or offer to sell stores of identical description to any person(s)/ organization (s) including the Purchaser or any department of the Central Government or any department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all supply orders placed during the currency of Rate Contract is completed.
- b) If at any time during the said period, the contractor reduces the sale price, sells or offers to sell such stores to any person(s) / organization(s) including the Purchaser or any statutory undertaking of the Central or a state Government, as the case may be, at price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer of sale to IGIMS, Patna 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 stand corresponding reduced.

  
**Director,  
IGIMS, Patna.**

I/We have read the Terms and conditions and the same are acceptable to me/us.

\_\_\_\_\_  
(Tenderer's Signature)

**TENDERER'S FULL NAME & ADDRESS:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TEL:** \_\_\_\_\_



**PART-II  
PRICE BID**

**TENDER No.:**

\*The details of the price the equipment should be quoted in Part II of the tender in a **separate sealed envelope**

Sr. No.	Item Code	Item Description	HSN Code	Basic Rate	CGST %	SGST %	IGST %	GST Amount	Final Rate
1	FDG - 100	18 FDG (18 F-FLURODEOXYGLUCOSE) 100 MCI							
2.	FDG - 50	18 FDG (18 F-FLURODEOXYGLUCOSE) 50 MCI							

Note:

- A) The quoted rate should be **FOR: Destination: IGIMS, Patna.**
- B) This is a fixed price tender. Any request for rate revision till currency of Contract shall not be considered.
- C) The currency of all quoted rates shall be in Indian Rupees. All payment shall be made in Indian Rupees.
- D) The Price Bid shall contain price for supply at **IGIMS, Patna** along with mentioning complete breakup i.e. Basic Price, applicable GST along with HSN Code, as per the format at Annexure –II (Price Bid).  
(If zero '0' OR '- 'is quoted in GST Column; Basic Price would be deemed to be including supply & Installation (if applicable) and GST.

I/We have read the Terms and conditions and the same are acceptable to me/us.

\_\_\_\_\_  
(Tenderer's Signature)

**TENDERER'S FULL NAME & ADDRESS:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TEL:** \_\_\_\_\_

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