

Notice Inviting Tender

Outsourcing of Dental Lab

For

Post Graduate Institute of Dental Education & Research

Indira Gandhi Institute of Medical Sciences - Patna



E-Tender No.: 06 / 2023-2024 / IGIMS / Store

Last Date of submission: 08 / 08 / 2023 up to 4 P.M.



INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,

SHEIKHPURA, PATNA – 800 014 (Bihar, India)

Tel.: 0612 – 2297631, 2297099; Fax: 0612 – 2297225; Website: www.igims.org;

E-Mail: director@igims.org / storeofficer@igims.org

Request for Proposal (RFP)

Sl.	Salient feature of Tender	Particulars
1	Title of Open e-Tender (Scope of Work)	Outsourcing of Dental laboratory work for the Post Graduate Institute of Dental Education & Research of the Institute.
2	Tender Reference No.	E-Tender N0 – 06/2023-2024/Dentistry/IGIMS/Store
3	Tender Enquiry	director@igims.org / storeofficer@igims.org
5	Period of Contract	Three years on yearly renewal basis
6	Date of publication of NIT	10 / 07 /2023
7	Date of submission of bid	11 / 07 /2023 to 07 / 08 / 2023 up to 12.00 hours through above website.
8	Closing date of submission of bid	08 / 08 /2023 up to 04:00 P.M.
9	Date of opening of Technical bid	09 / 08/2023 at 03:00 AM
10	All Addendums/Amendments/ Corrigendum/ Clarifications to be notified at e-tender portal	Any change in the schedule/contents will be notified through website www.igims.org . & www.eproc2.bihar.gov.in .
11	Date of opening of Financial Bids (Part II) of successful Bidders	Shall be intimated to all eligible Bidders by e-mail
12	Cost of e-Tender (Non-refundable)	₹2500/- (Rs. Twenty five hundred only) Non –refundable by demand draft favouring Director, IGIMS, Patna payable at Patna.
13	Earnest Money Deposit (EMD)(Refundable)	₹50,000/- (Rs. Fifty Thousand only) refundable by demand draft favouring Director, IGIMS, Patna payable at Patna.
14	Performance Security to be submitted by the successful Bidder-(Refundable)	₹1,00,000/- (Rs. One Lac only) refundable by demand draft favouring Director, IGIMS, Patna payable at Patna.
15	All Conditional Bids & Offers	Will be treated as Non- responsive Bid (s), if any
16	Basis of Award to a Contract	On Least Cost Basis (Lowest/L ₁)
17	Website for submission of e-Bid(s)	www.eproc2.bihar.gov.in
18	Validity of offer/Bids	180 days from the date of submission of e-Bid
19	Subletting of Work	Not allowed/Prohibited
20	Joint Venture & Consortium	Strictly Prohibited
21	MSME & SSI benefits	Will be given as per Rules & Regulations
22	Currency	INR only
23	Annexure I, II, III, IV & V	Mandatory to submit and upload all Annexure. The bid will be submitted on prescribed format
24	Tender Inviting Authority (TIA)	The Director, IGIMS, Patna
25	Venue of Opening of Tech-Bids	Board Room of Superintending Engineer at Ground Floor of New Administrative Building, IGIMS, Patna
26	Website address of the Institute	www.igims.org
27	The Director reserves right to accept or reject any or all e-Bids or annul the bidding process at any stage without assigning any reason thereof	

SECTION I (General Terms & Conditions)INSTRUCTIONS TO BIDDERS

1. All bidders are advised to study the e-Bid document carefully.
2. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with due understanding and its implications.
3. E-Bids submitted by any unregistered bidder with M/s Bihar State Electronic Corporation Ltd. (BELTRON), Patna will be treated as non- responsive and will not be considered.
4. E-Bid documents are available on e-tender portal www.eproc2.bihar.gov.in. All interested bidders may view and download e-Bid documents and may submit e-Bids online only on e- tender portal www.eproc2.bihar.gov.in.
5. All required documents must be uploaded by the bidders electronically in the PDF format.It is suggested that the PDF files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e- Bid portal www.eproc2.bihar.gov.in
6. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label.

7. CONTENTS OF E-BID DOCUMENT

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

8. CLARIFICATIONS OF E-TENDER PROCESS

A prospective bidder requiring any clarification of e-tender process may raise his point to NIC e- mail support-eproc2support@bihar.gov.in.

9. AMENDMENT IN E-TENDER DOCUMENTS

- At any time prior to the deadline for submission of e-Bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-tender documents by making necessary amendments. Such amendments shall be posted/ uploaded on the e-tender portal www.igims.org. & www.eproc2.bihar.gov.in through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the e-tender documents shall be treated as amended accordingly.
- It shall be the sole responsibility of the prospective bidder to check the e-tender portal www.igims.org. & www.eproc2.bihar.gov.in from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, the Institute shall not be responsible for any negligence on part of the bidder.
- In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Institute at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the e-tender portal www.igims.org. & www.eproc2.bihar.gov.in
- The undersigned reserves the right to accept/reject any or all tenders without assigning any reason. Prospective bidders are advised to regularly visit www.eproc2.gov.in and www.igims.org for corrigendum / amendments etc, if any. It will be notified on these portals only and no separate advertisement will be made.

10. PREPARATION & SUBMISSION OF E-BIDS

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

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

11. 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.

12. FORMAT AND SIGNING OF E-BIDS

The bidder shall prepare one electronic copy for the e-Bids.

Bidder or a person or persons who are authorized to sign the bid & contract; will also stamp and sign all pages / documents of e-Bid manually before converting them into PDF and uploading them as bidding documents.

13. SUBMISSION OF E-BIDS

- a) The e-Bid submission module of e-tender portal www.eproc2.bihar.gov.in enables the bidders to submit the e-Bid online against the e-tender published by the Institute. Bid submission can be done only from the bid submission start date and time till submission of end

date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.

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

c) Technical Bid (Part I) contains the following documents:

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

b. **Tender Cost (Non-refundable): Rs.2500/-(Rs. Twenty five hundred only)** Non –refundable by demand draft favouring Director, IGIMS, Patna payable at Patna.

c. **Earnest Money Deposit (Refundable): Rs.50,000/-(Rs. Fifty Thousand only)** refundable by demand draft favouring Director, IGIMS, Patna payable at Patna.

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

e. Product catalogue.

f. Copy of GST Registration certificate and Income Tax returns.

g. CA Certificate will be attached in support of turnover as documentary evidence.

h. Non-black listing/conviction certificate duly notarized on Non-judicial paper.

i. Letter of authority or authorization certificate from principal company giving the full reference of Tender documents and its validity date of authorization.

j. 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.

k. 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.

l. Submission of self-declaration is an essential document of Tender.

m. No verbal or written enquiries will be entertained about acceptance or rejection of bid.

(d) Financial Bid (Part II) Contains the following documents:

• Financial Bid will have to be submitted in prescribed format for tendered items.

• Financial Bid should be duly signed & stamped by authorized signatory with name & position.

• Financial Bid must also contain notarized self-declaration on Non-judicial stamp paper that the rates quoted in the tender in question are lowest & most competitive.

• Self-declaration will also mention “any downward revision in the rate during the period of rate contract will be passed on to the Institute.

• Delivery schedule with definite date of delivery at destination must be adhered to as per Institute requirement.

• Both the bids (Technical & Financial) must be submitted separately on e-tender portal www.eproc2.bihar.gov.in Prices should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid format only.

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

(e) For participating in e-tender through e-bidding system, it is necessary for the bidders to be the registered users of the e-tender portal www.eproc2.bihar.gov.in. In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity till its validity. Before proceeding to register his/her DSC, the bidder should first log on to the e-bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

• For successful registration of DSC on e-Procurement portal www.eproc2.bihar.gov.in the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. **The bidder may also apply to office of Bihar State Electronic Corporation Ltd. (BELTRON) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at Bihar’s website www.eproc2.bihar.gov.in**

(f) The bidder is also advised to register his/her DSC on e-tender portal well in advance before bid submission end date so that he/she should not face any difficulties, while submitting his/her e-Bid against e-tender. **The bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The Institute shall not be held responsible if the bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.**

(g) The bidder can search for active bids through "Search Active Bids" link, select a bid in which he/she is interested in and then move it to „My Bids“ folder using the options available in the e-Bid submission menu. After selecting and viewing the bid, for which the bidder intends

to e-Bid, from "My Bids" folder, the bidder can place his / her bid by clicking "Pay Offline" option available at the end of the view bid details form. Before this, the bidder should download the bid document and study them carefully. The bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.

(h) After clicking the „Pay Offline“ option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc of this e-tender document.

(i) **The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.**

(j) Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

(k) The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid opener to ensure that the bid documents are protected, stored and opened by concerned bid openers only.

(l) After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

14. DEADLINE FOR SUBMISSION OF E-BIDS

- e-Bids must be submitted by the bidders on e-tender portal www.eproc2.bihar.gov.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 www.eproc2.bihar.gov.in on or before **04:00 P.M. of 07 / 08 /2023**.

15. LATE E-BIDS

- The server time indicated in the bid Management window on the e-tender portal www.eproc2.bihar.gov.in will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the bidder cannot submit his/ her bid. Bidder has to start the e-Bid submission well in advance so that the submission process passes off smoothly. The bidder only will be held responsible if his/her e-Bids are not submitted in time due to any reason.

16. 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 LoginId and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal www.eproc2.bihar.gov.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.

17. RECEIPT AND OPENING OF E-BIDS BY THE INSTITUTE

- a. Bidders are advised to submit their e-Bids in „Two-Bid“ system with Technical and Financial bids separately on e-tender portal.
- b. 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.
- c. The Institute will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at **03:00PM on 09 / 08 /2023**. 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.

d. 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.

e. Bidder shall be required to use his own Digital Signature while uploading its bid. Failure to comply or usage of Digital Signature of other firm shall be liable for rejection of bid

Section II (Special Terms & Conditions)

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

1. The bidder should have three years dental laboratory work as specified scope of work Section –IV with experience of the Department of Dentistry in Central/ State Govt./ autonomous medical Institute/ collage/ university including private medical college having dental laboratory set up ending on 31.03.2023.

- One similar completed work order, costing not less than 80% of bid value ,
OR
- Two similar completed work order, costing not less than 50% of bid value
OR
- Three similar completed work orders, costing more than 40% of bid value

2. Similar work order means having experience towards dental laboratory work for the Department of Dentistry in the Govt. organization.
3. The bidder must have a workshop in the city of Patna (BIHAR) at the time of bid submission. Physical verification of lab shall be done.
4. The bidder must have a valid GST registration indicating the name of the bidder.
5. The bidder must have a valid PAN card indicating name of bidder.
6. **Turn Over:** Bidder should have average annual turnover of FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 not less than Rs. 10.00 (ten) Lakhs during last three consecutive financial years. Certificate of turnover duly signed by Charter Accountants (CA) is required in the support of turnover of the Bidder.
7. **Solvency Certificate:** Bidder should have a valid financial “Solvency Certificate” not less than Rs. 5 (five) Lakhs issued by any nationalized or scheduled bank on affidavit Rs 10/- Non-Judicial Stamp paper.
8. A Bidder who has been blacklisted /debarred by any State Govt. or Central Govt. Department / Medical organization is not eligible to participate in this tender process.
9. Joint Venture & Consortium shall not be eligible to participate in this bid process.
10. Correction or overwriting in the tender is not permissible.
11. Bidders should have adequate technical knowledge and practical experience of similar work.
12. Bidder should have adequate capacity to support the requirements.
13. Bidder will have to ensure adequate quality control at all stages of the process and to the satisfaction level of treating consultant.
14. The laboratory work will have to be collected from respective hospital/ department /center and to be delivered to the same hospital / department/Center or designated place.
15. The delivery of goods / completed laboratory work must be made within agreed period.
16. All Certificates/ Registrations/ Authorizations/ License/ NOC should valid at time of submission of Bid on e-tender portal. Invalid/ Expired/ under renewal/ applied for or under process will lead to disqualification of Bidder.
17. All the interested bidders shall upload their Bids with all relevant information’s & required documents.
18. No alternative offer shall be considered by Institute and will be treated as non-responsive bid.
19. Estimated cost of requirement gives merely a rough idea to a bidder and does not guarantee for any quantity.
20. Any canvassing or influencing whether directly and indirectly, in connection with the finalization of the tender is strictly prohibited and/ or who resorts to canvassing bid will be liable to rejection.
21. The Institute reserves the right to assess the capabilities and capacity of the bidder to perform the contract. In case, bidder’s capability is found unsatisfactory, the Institute reserves the right to reject their bid at once.
22. Even though the bidder meets the above criteria, they are subject to be disqualification, if they have made misleading or false statement in their bid or found wrong at any stage of the process and /or during the currency of contract ,if awarded.
23. The bidder will have to furnish all necessary documents in support of information given in the tender. Original documents can be checked for verification point of view when observed suspicious.
24. If any required information or documents are not submitted, then the bid of the concerned bidder will be rejected. No subsequent submission in this regard will be entertained.
25. Any person who is in Govt. service anywhere or an employee of the Institute should not be a beneficiary/partner of the bidder directly or indirectly in any manner whatsoever.
26. In case of any complaint from the department regarding quality of work or faulty work, the same shall be re-rectified /redone the cost & risk of bidder.
27. The rates should be quoted on line FOR destination basis & material be used of good quality.
28. The reduction in the prices if any will be accepted & reduced rates shall be the basis of contract under for falls clause provision.
29. The rate quoted should be uniform, if there is any deference, the lowest rate will be accepted.

30. **Period of Contract:** -This contract will remain valid for a period of three years on yearly renewal basis. The Institute reserves the right to amend or extend the validity of the contract period on mutual consent of both parties for another one year.
31. **Earnest Money Deposit (EMD)-Refundable:** -
₹50,000.00 (Rupees: Fifty Thousand only) refundable by demand draft favouring Director, IGIMS, Patna payable at Patna.
32. EMD of all unsuccessful bidders shall be refunded after the process completed. But the EMD of successful bidder will be refunded only after submission of PBG as per required value. No interest shall be paid on EMD. The EMD can be forfeited if successful bidder fails to comply with any of the condition of the bid/contract.
33. **Tender Cost (Non-refundable):** -Tender Cost is payable by the bidder as demand draft.
34. If any Bid is received without Tender cost or EMD will be treated as Non-responsive bid and will summarily be rejected by the Institute.
35. All Bids should remain valid for 180 days from the date of opening of Part-I (Technical Bid) for the purpose of acceptance and award of Contract, Validity beyond 180 days from the date of opening of e-bids shall be extended on mutual consent of both parties, if needed.
36. **Site Inspection:** -All Bidders are advised to visit the site and may assess the quantum of work involved, before submission their bid. Once the bid is submitted, it will be presumed that the bidder has seen the site and understood the entire job and work involved.
37. No accommodation facility or space will be provided in the campus of the IGIMS-Patna
38. Technical Bid (Part-I) will consist of the following documents: -
- Tender fee (Non-refundable)
 - Earnest Money Deposit (Refundable)
 - A copy of valid GST registration.
 - A copy of PAN card.
 - A valid authorization certificate issued by the department of health or other authority.
 - A copy of valid NOC/license issued by a competent authority Govt. of Bihar.
 - A copy of Experience certificates/agreements/supply-orders issued by clients in favour of bidder.
 - A copy of Average Annual Turnover during the last three Financial Years by a CA.
 - A copy of Solvency certificate issued by any Nationalized or Scheduled Bank.
 - A copy of Income Tax returns of last three Financial Years (2019-20, 2020-21, 2021-22 & 2022-23)
 - All copy of annexure and any other information the bidder wish to add.
39. Financial Bid (Part-II) consists of the bidder's quoted rate in the prescribed format and is opened only after Evaluation Committee is satisfied with all the Technical aspects. Rates once finalized will remain frozen during the currency of the Contract, except Govt levies.
40. Date of opening of the Financial Bid (Part-II) will be intimated to all those bidders whose Technical Bids (Part-I) are found responsive as per terms and conditions of NIT.
41. **Submission of Bid:** - The Bidder should submit their e-bid duly signed and stamped on each and every serialnumbered page of the documents (by the authorized signatory) of the Bidder.
42. **Evaluation of Bid(s):** -Evaluation of all bids will be done by the Institutes "Technical Evaluation Committee" and "Financial Evaluation Committee".
43. **Right to Negotiation:** -If necessary, Techno commercial negotiation can be held by the competent authority of the Institute with the successful bidder whose quote is found lowest amongst all.
44. **Acceptance of Bid:** -The Institute does not bind itself to accept the lowest or any bid and reserves the right to:
- Reject any or all offers without any reason thereof.
 - Accept any offer without assigning any reason thereof.
 - Reduce or extend the period of contract without assigning any reason thereof.
 - Accept any offer who is capable to deal with the tendered work.
45. **Basis of Award to a Contract:** -
- The Institute may award the contract to successful bidder whose offer found responsive & lowest (L₁) among the all bidders after techno commercial negotiation, if required
 - L1 bidder means quoting for all the tendered items and found lowest amongst all such eligible bidder quoting for entire tendered items. Partial, incomplete and conditional price bidding will amount to rejection. Thereafter, successful Bidder will have to enter into an agreement with the Institute on a Non-judicial stamp paper of Rs.100/- preferably in a month.
 - If the successful bidder fails to execute the agreement with the Institute in appropriate period, EMD of successful Bidder may be forfeited and the second lowest one (L₂) may get an opportunity for execution of Contract as per rules.
46. **Terms of Payment:** -
- Payment will be made on within 30 days to the Contractor on submission of Tax Invoice.
 - Payment will be made through NEFT/RTGS or as per practice of Institute.
 - Income Tax/TDS will be deducted as per IT Rules from the Bill(s) TDS certificate will be issued by the Institute accordingly.
47. **Schedule of charges:** -
- It is mandatory for bidders to quote the rates of all the tendered items in prescribed format of Financial Bid (Part-II) inclusive of all charges except GST.
 - No price hike or escalation will be allowed during the entire period of contract. However, in case of increase or decrease in Govt. Taxes

(GST), the same will be considered for adjustment subject to claim & production of documentary evidence.

48. **Performance Security (Refundable):** - ₹50,000.00 (Rupees: Fifty Thousand only) refundable by demand draft / B.G. favouring Director, IGIMS, Patna payable at Patna.
49. **Forfeiture of EMD/PBG:** -Institute reserves the right to forfeiture EMD/PBG in case there is deviation from agreed terms, of performance to the satisfaction level of the consultant & HOD. If Contractor fails to execute the work as per terms & conditions of the contract, The Institute reserves the right to cancel the contract.
50. **Cause of Termination of Contract:** - Either party may terminate the contract by giving 01 months" noticeperiod; however approved bidder has to continue the facility on same rates, terms and conditions till alternate arrangement is adopted by the Institute. The Institute reserves the right to terminate the contract or any part thereof by a written notice to the Contractor, if:-
- The Contractor fails to execute the work as per specifications or
 - The Contractor fails to comply with the terms & conditions of contract or
 - The Contractor becomes bankrupt or goes into liquidation; or
 - The Contractor fails to render the qualitative services promptly or
- If any information submitted by the Contractor is found incorrect then**
- The Contractor may be blacklisted by the Institute; or
 - The Contractor may be debarred from future participation; or
 - The Institute may impose any embargo on the Contractor as deemed fit or
 - The Institute may take any appropriate action against the Contractor as deemed fit
51. **Change in constitution of a Contractor:** -Any change in the pattern of ownership of the contracting firm will not nullify the provision of this contract. The contract/agreement will devolve on the successor owners and contract can be modified or amended accordingly.
52. **Liability on issuing false certificates:** -It means who submit a false or wrong or misleading certificate(s)or declaration(s) prescribed under any provision of this tender will be liable to action & cancellation of contractor or order.
53. **Subletting:** -The contractor shall neither directly or indirectly transfer & assign nor sublet the contract or any part thereof or shall take a new partner without written consent & permission of the Institute.
54. **Workmanship:** -The Contractor shall ensure all quality work, strictly adhere to specifications and ensure top class workmanship in all work.
55. **Applicable law:** The contract shall be governed by the laws procedures established by State Govt. within the framework of applicable legislation and enactment made from time to time.
56. **Force Majeure Clause:** -
- Notwithstanding the provisions stated above, failure to provide the services by the contractor shall not be liable for forfeiture of its performance security or penalty & not be constructed as breach of contract at an event of force majeure.
 - For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the contractor either in its sovereign or contractual capacity, wars or revolutions fires, floods, act of God etc.
 - If a Force Majeure situation arises, the contractor shall promptly notify to the Institute in writing of such conditions and the cause thereof. Unless and otherwise directed by the Institute in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical & possible and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
57. **Resolution of Disputes/ Arbitration Clause:** -
- The Institute and the contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement, difference or dispute arising out of or in relation to or in connection with the contract between them. If within 20 days from the commencement of such informal negotiations, the Institute and the 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 both 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 contractor and Institute will not be liable or responsible for any such cost incurred in connection with the arbitration proceedings. However, during the period of doubts, disagreements or disputes, both the contractor and Institute shall ensure that the work should continue in a normal way. Such doubts, disputesand disagreements shall not give any reason or freedom to either the Institute or the contractor to interfere in or prevent normal functioning of the jobs or project work.
58. **Jurisdiction:** -In case of any dispute, arising out of this Tender shall be subjected to the Jurisdiction of "The Courts at Patna (BIHAR)".
59. **Fall Clause:**-Any downward price revision declared by the approved bidder will be passed on to the Institute.
60. **Penalty:-** All cares should be taken for smooth & effective working. In case any fault occurs; it should be rectified within the shortest stipulated time on the direction of consultant. Failing which penalty @ Rs 200/-each complaint would be imposed. Repeated failure i.e. more than 5 numbers in a month will be viewed seriously and may amount to termination of contract.



Director,
IGIMS, Patna

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

PRE-QUALIFICATION FORM - I

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

1. Name of the bidder
2. Full postal address
3. Telephone no.
E-mail address
4. Status of bidder (Whether Proprietorship/Partnership/Company or Consortium).
5. State whether bidder is small scale, medium scale, organized sector (Indian or multinational company or firm).
6. Name of the persons who are responsible for conduct of business

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

1. Particulars of business experience.
 - Names of procurement agencies with whom the bidder is registered / authorized fabricators.
 - Names of items have been supplied during last 12 months. (Copy of supply orders to be enclosed)
 - Has the bidder ever been black listed/debarred by any Govt. procurement agency? If yes, give details.
 - How long the bidder has been manufacturing or marketing the products for which bid have been offered.
 - Please submit two performances certificate from your two different client's i.e. any state/central govt. hospital/institute/organization to whom you have supplied such type of implants and fixation devices in last three years.
 - List of users to be provided along with.
2. Upload Certificate of Completed work- one order of 80%, Twenty order of 50%, Third orders of 40%

(Authorized Signatory of the firm) Name & Signature:
Designation & Stamp:
Date:
Place:

Pre-qualification HRF Form II *

(Pre-qualification of the Bidder)

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

(Financial Aspects)

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

2019-20

2020-21

2021-22

2022-23

2. Facilities available from Bank Overdraft facilities in lakh
Overdraft facilities against hypothecation Other facilities, if any
3. Name & full address of your bankers with codes, account number.
4. Furnish the following information or documents Income Tax PAN no.

Central GST no.

State GST no. / GST Registration

(Authorized Signatory of the firm)

Name & Signature :

Designation & Stamp:

Date:

Place:

PRE-QUALIFICATION FORM - III
Self-declaration for correctness of information

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

(Authorized Signatory of the firm) Name & Signature :
Designation:
Date :
Place :

Warning:

- 1) Subsequently, if any information furnished in this tender is found incorrect, the bidder may also be blacklisted 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:

PRE-QUALIFICATION FORM – IV

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

I, _____ Son / Daughter / Wife of Shri _____ resident of _____
Proprietor / Director authorized signatory of agency / Firm M/s _____, do
hereby solemnly affirm and declare as follows:

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

(Signature of Bidder)

Date:

Name:

Place:

Designation

Seal of Bidder:

Address:

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

Deponent

PRE-QUALIFICATION FORM - V

Format for submitting the declaration for lowest rate

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

I, _____ of M/s _____ do hereby certify that the rates quoted for to Director, Indira Gandhi Institute of Medical Science, Patna is the lowest one. We have not quoted / supplied at lesser rate to any state/central govt. organization with these specifications. Moreover, we further agree that any price discrepancy is found on later date, we will be liable to refund the same.

Yours faithfully,

Signature

Name & Designation Name of company (Bidder)

Address Telephone No, Mobile No,

E-mail,

Submission of credentials of Authorized Dealer HRF Form - VI *

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

* This information will be furnished with Technical

Bid (Part-I)General Information to be furnished by Bidder in the given format:

1. Name of the Authorized Dealer or Distributor
2. Full Postal Address.
3. Telephone No.
4. Mobile No.
5. E-mail address
6. Organizational Status of the Authorized Dealer or Distributor (Whether Proprietorship/Partnership/Company or Consortium)

7. TIN No. –
8. PAN No.-
9. Name of the persons who are responsible for supply of goods / business

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

10. Bank details for RTGS purpose
 - Name of the Bank
 - Branch Name
 - Bank A/c No.
 - Type of Bank A/c
 - Address of the Bank
 - Branch IFSC Code

11. Drugs License No.
12. Turnover of the Dealer2019-1920
2020-21
2021-22
2022-23

(Authorized Signatory of the Bidder)Name & Signature:

Designation & Stamp:

Date :

Place :

PRE-QUALIFICATION FORM – VII

FORMAT FOR SUBMITTING

MANUFACTURING & MARKETING CERTIFICATE

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

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

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

Signature
Signature and seal of Drug Controller of the State

Place:

Dated:

Manufacturing Details:-

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

PRE-QUALIFICATION FORM - VIII

**AFFIDAVIT
(Notarized)**

Reference: E-Tender No. / 2023-2024/Dentistry/IGIMS/Store

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

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

Place:

Date:

Deponent Verification:

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

Verified at (Place), on this (Date) day of (Month) 2020-21.

Deponent

FORMAT FOR SUBMITTING AFFIDAVIT Form IX

AFFIDAVIT (Notarized)

(To be filled by RC Holder)

(On Rs 100.00 Non-judicial Stamp paper)

Ref: Tender No. /2023-2024/Dentistry/IGIMS/Store

I,
S/o _____ Designation of the Signatory) of M/s (Name of the Company):

Address of the Head office of the Company:

Do solemnly affirm and declare as under:-

The RC holder or its representative will not have:

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

Verification:

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

Place:

Date:

Deponent

PRE-QUALIFICATION FORM - X
Acceptance of Tendered Terms & Conditions
(To be submitted on letter head of the Bidder)

To,

The Director,
Indira Gandhi Institute of Medical Science, Patna

Sub: Acceptance of all Terms and Conditions of e-Tender

Tender ref. no.: /2023-2024/Dentistry/IGIMS/Store for outsourcing of dental laboratorywork.

Dear Sir,

1. I/we have downloaded the tender documents for the above mentioned work from the website(s) of e- tender portal.
2. I/we hereby certify that I/we have read all terms and conditions of the tender documents including all annexure, which form a part of the contract or agreement and I/we shall abide by all terms/ conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization have also taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender terms & conditions of above mentioned tender.
5. I/we do hereby declare that our firm has not been never blacklisted or debarred by any State/ Central Govt. Department/Public Sector Undertakings/Autonomous Body/ Corporations.
6. I/we certify that all information furnished by our firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your organization shall take any action without giving any notice or reason thereof or summarily reject the bid or terminate the contract without prejudice including the forfeiture of earnest money deposit.

Yours faithfully,

Signature of the Bidder with Seal of the firm

PRE-QUALIFICATION FORM – XI
A list of present clients s essential to submit

Sl.	Name of the client	Date& year of Start	Date of Completion	Brief Scope ofwork	Annual contract value Rs.	Reference of authorized official of clients with a contact number
<i>Attached users' certificate in support of above</i>						

Signature of the Bidder with Official Seal

PRE-QUALIFICATION FORM – XII
Mandatory Form for Profile and Banking Details
 (To be submitted on letter head of the Bidder)

Sl. No	Particulars of the Bidder:	Information to be submitted
1.	Name of Bidder, qualification & experience	
2.	Legal status of the Bidder: An individual/ A proprietor firm/A firm in partnership/A Limited Company or Corporation/Society	
3.	Whether the bidder has NABL/ISO or any other accreditation, if any upload the copy of certificate	
4.	Name of Proprietor/Director (s) of Bidder	
5.	Registered office address	
6.	Office address at Patna	
7.	Name of service personnel	
8.	Contact numbers of Bidder (Land line & Mobile no.)	
9.	E-mail of Bidder	
10.	Bank Details of the Bidder:	
11.	Bankers Name & address	
12.	Account No.	
13.	Type of Account (Current/Saving)	
14.	Name of the account holder/firm	
15.	IFSC code	

Signature of the Bidder with official Seal

Format for submitting the Technical Bid (Part I)
For Supply of Outsourcing of Dental laboratory items for the PGIDER of the Institute.
It will be kept on Consignment basis and Utilization basis

Sl	Tendered It	HSN Code	Name of It	Specification	BrandName	Countryof	PackSi	Category	Name of Agency for Quality e.g. US-FDA, CE, WHO C CPP etc
1	2	3	4	5	6	7	8	9	10

Note:

1. Serial number as in scope of supply please submits your bid in the given format.
2. Identification of comparable products (items) would be done by expert's committee.
3. The Committee's decision & recommendation would be final binding on the firm.
4. The firm will quote the items procedure wise stating the brand name & country of origin.
5. Approval of the products from regulatory agency will be indicated against each item.
6. Quality certification will be entertained as per Govt. mandate given from time to time.

Signature of Bidder with Official

Scope of Supply (Imported)
Scope of Work
A list lab procedures for the Department of Dentistry
For outsourcing of Dental Laboratory work

Sl.	Outsourcing of Dental Laboratory work
CROWN & BRIDGE	
1.	VITA / CLASSIC
2.	VITA / MASTER
3.	SHOFU
4.	GLASS I.P.S. DESIGN P.F.M.
5.	DENTSPLY P.F.M.
6.	NIKEL / CHROME
7.	CHROM / COBALT
8.	IMPLANT P.F.M.
9.	IMPLANT CAD CAM
ZIRCONIA CROWN & BRIDGE (FPD)	
1.1.	ZIRCONIA 5 YEAR WARRANTY
2.	ZIRCONIA 7 YEAR WARRANTY
3.	ZIRCONIA DENTSPLY 10 YEAR WARRANTY
4.	ZIRCONIA IVOCLAR 10 YEAR WARRANTY
5.	ZIRCONIA ZIRMAN STRANT 15 YEAR WARRANTY
6.	CAST POST & CORE
7.	ENDOCROWN
8.	ONLAY
9.	IN LAY
C.D. ACRYLIC	
1.	C / D U / L NORMAL (DENTURE) FOR ALL STAGES
2.	C / D U / L TREVOLON HI
3.	C / D U / L LUCITON
4.	DENTURE SINGLE JAW
5.	C / D FLEXIBLE U / L
6.	FLEXIBLE R.P.D. PER TOOTH
7.	R.P.D. PER TOOTH
8.	BLEACHING TRAY U / L
9.	NIGHT GUARD U / L
10.	OBTURATOR
11.	REPAIR OF C.D
12.	REBASING
13.	RELINING
ORTHODONTIC APPLIANCE	
1.	HOWLWY'S PLATE
2.	TONGUE GUARD
3.	INCLINED PLANE
4.	MYO FUNCTIONAL APPLIANCES – ACTIVATER, BIONATER, FRANKEL
5.	EXPANSION PLATES UPPER & LOWER JAW
6.	NASO ALVEOLAR MOULDING APPLIANCES
7.	CLEFT FEEDING PLATES
SURGICAL APPLIANCES	

1.	SURGICAL TEMPLATES
	<ul style="list-style-type: none"> • Estimated quantity may increase or decrease depending upon needs. • Bidder must quote for all the items. Fractional bidding will amount to rejection of the bid. • No Guarantee on quantity as mentioned. It is only for price comparison.

2. **Service Requirements:** -

- Response time: Within One hour
- Resolution time: Within Two hours

3. **Penalty Clause:** - All cares should be taken for smooth & effective working. In case any fault occurs, it should be rectified within the shortest stipulated time on the direction of consultant.

Sl.	Particulars of penalties	Penalty Rs.
1	In case of failure to work timely	Penalty @ Rs 200/- each complaint would be imposed. Repeated failure i.e. more than 5 numbers in a month will be viewed seriously and may amount to termination of contract.
2	Complaint could not be attended after intimation	
3	Complaint could not be resolved after intimation	
4	Staff not wearing complete uniform	
5	Refusal to work	
6	Improper/ uncivilized behavior	
7	Competent staff not found at any time	
8	Staff found smoking/ chewing tobacco	

4. The performance of the services will be continuously evaluated by the designated officials nominated by the Director of the Institute.


Director,
IGIMS, Patna

Format for submitting the Price Bid (Part II)

(Not to be submitted in Technical bid)

For Supply of Outsourcing of Dental laboratory items for the PGIDER of the Institute

It will be kept on Consignment basis and Utilization basis

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

Note:

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

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCE, PATNA

Ref: /2023-2024/Dentistry/IGIMS/Store

To,

Specimen copy of rate contract

Sub: Rate contract for Supply of Outsourcing of Dental laboratory items for the PGIDER of the Institute

Dear Sir,

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

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

1. (a) Procurement on supply order basis:

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

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

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

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

2. **PERIOD OF VALIDITY:** -The Rate Contract will be valid for a period of three years from the date of issue of Rate Contract. It may be further extended by mutual consent of the both parties till finalization of new rate contract.
3. **PERFORMANCE SECURITY: Rs.1,00,000/- (Rs. One Lac only)** refundable by demand draft favouring Director, IGIMS, Patna payable at Patna.
4. **TAXES AND DUTIES:** - Rates are inclusive of all taxes including Central GST, GST etc as applicable. Any price variation due to Govt. levies will be settled accordingly. In case the excise duty is being claimed excise gate pass should accompany the supplies or annotation to the effect that excise duty has been deposited. Other charges like banks charges, postage, freight, etc. will be borne by your company.
5. **PRICES:** - Rates are F.O.R. destination basis i.e. Director, IGIMS, Patna. No escalation in rates except Govt. levy/ tax

would be permissible. If at any point of time or during the execution of the contract, the contractor reduces the sale price including MRP or sells or offers to sell such stores, as are covered under the rate contract, to any person / organization including the purchaser or any department of Central / State Government at a price lower than the price chargeable under the contract, he / she shall forthwith notify such reduction of sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

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

- (x) *Challan must be endorsed by the security personnel at the Central Store, The endorsement must clearly state the date of entry of the material.*
- (b) Bill must mention the following: -
 - (i) Name of the item as it was mentioned in supply order.
 - (ii) Brand name of the item as it is mentioned in the product literature of the company.
 - (iii) Size of the item.
 - (iv) Supply order number.
 - (v) Supply order date.
 - (vi) Date of manufacturing
 - (vii) Date of expiry.
 - (viii) Batch number.
 - (ix) Quantity of each item.
 - (x) Rate of each item
 - (xi) Total value of the bill
 - (xii) The amount of UP VAT to be paid by the supplier.

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

12. RELEASE OF Performance Security

The Institute will retain Performance Security of successful bidders till the completion of the Rate contract and would be released after final settlement regarding consumption of material and replacement/ adjustment of equivalent value pertaining to expiry/slow moving/non moving items etc.

13. PAYMENT

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

manufacturer/importer.

14. **ANY RATE VARIATION** in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.
15. **TERMINATION OF CONTRACT** -In case any party (Institute or the company) wants to withdraw from the rate contract, it can do so after giving 03 (three) months notice in writing.
16. In view of the notification issued by the Ministry of Health & Family Welfare, Government of India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 627 (E) dated 07.10.2005; it would be sole responsibility of the Rate Contract holder to comply with the applicable rules and regulations from time to time.
17. It would be responsibility of the Rate Contract holder to submit the undertaking during currency of contract by 1st week of every three months to the effect that their prices have not come down during the preceding / prevailing month.
18. Name and address of billing agency will be informed by the bidder after award of rate contract.
19. **SITUATIONS FOR PUNITIVE ACTIONS AGAINST SUCCESSFUL BIDDER/DEALER: -**
 - Unless and otherwise specified in the supply order, award of the contract, the ordered price will remain firm & fixed and will not be subject to escalation. The Institute reserves the right to cancel the supply order or part thereof and reserves the right to revise the contract wholly or in part by a written notice to the vendor, if: -
 - The vendor fails to comply with the terms & conditions of the supply order.
 - The vendor becomes bankrupt or goes into liquidation.
 - The vendor does not replace the rejected goods on demand / request.
 - The vendor fails to deliver the goods in time.
 - The vendor does not replace the returned goods.
 - A receiver is appointed for any of the property owned by the vendor.
 - Any prayer of the Bidder, which does not serve the purpose of the Institute.
1. **DISPUTES & ARBITRATION:**

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

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

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

Yours Sincerely,


Director,
IGIMS, Patna

TO BE SUBMITTED ON LETTER PAD OF THE BIDDER

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

Sl	Name of Document	Page(From)	Page(To)
1.	₹2500/-(Rs. Twenty five hundred only) Non –refundable by demand draft favouring Director, IGIMS, Patna payable at Patna.		
2.	₹50,000/-(Rs. Fifty Thousand only) refundable by demand draft favouring Director, IGIMS, Patna payable at Patna.		
3.	Tender document Forms		
4.	Self certified copy of PAN		
5.	Income Tax Return for last three financial years		
6.	Self Attested copies of GST registration certificate		
7.	Non-conviction / No pending conviction certificate issued by Notary for preceding three years		
8.	Self Attested copies of manufacturing / Import license for each and every product as the case may be.		
9.	Self-Declaration on Rs 100/- Non-judicial stamp paper about lowest rate & Downward rate revision		
10.	Three years manufacturing / marketing certificate from Competent Authority. In case of importer evidence for possessing import license and actually importing such items for last three years.		
11.	The Bidder should clearly state whether he/they are manufacturers/ importers/authorized dealers (declared by principal firm only) and the authority letter must be attached with technical bid.		
12.	Documentary evidence stating the status of the bidder i.e. Proprietorship/ Partnership / Company etc		
13.	List of procurement agencies of repute to which the tendered products have been supplied during last 12 months.		
14.	Annual Turn-over certificate supported with either statement account or certificate issued by Chartered Accountant.		
15.	Self-attested copies Quality certification like USFDA/WHO-GMP/CE / DCGI / CPP etc.		
16.	Name of the Bidder		
17.	Legal status of the Bidder: An individual/ A proprietor firm/A firm in partnership/ A Limited Company or Corporation/Society		
18.	Name of Proprietor/Director of Bidder		
19.	Contact numbers of Bidder (Land line & Mobile no.)		
20.	E-mail of the Bidder		
21.	Bank details of Bidding firm (Bank name, IFSC code, Branch & Account number)		
22.	Solvency certificate of any nationalized or scheduled bank		
23.	Experience certificate/Work Order issued by their clients during last 3 years as per eligibility criteria		
24.	Acceptance of Tendered Terms & Conditions(As per Annexure-I)		
