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**NOTICE INVITING TENDER (NIT), RIMS, RANCHI: 834009**

E- Bids are invited in two bid system (Part-1 Technical bid & Part-2 Financial bid) for supply of General Surgical items based on rate contract from reputed & genuine manufacturers/Authorized dealer/distributors at RIMS, Ranchi.

E-Tender notice no. 3641 ..... Dated 22/8/2024.

E-Tender Portal: <https://jitenders.gov.in/>

| Sl. No. | Particulars   | Date       | Time    |
|---------|---|------------|---------|
| 1.      | Publication of tender   | 22/08/2024 | 05:00pm |
| 2.      | Pre-bid discussion meeting  | 29/08/2024 | 11:00am |
| 3.      | Uploading of amended tender based on pre-bid meeting  | 03/09/2024 | 05:00pm |
| 4.      | Bid submission begins   | 04/09/2024 | 10:00pm |
| 5.      | Bid submission ends   | 25/09/2024 | 04:00pm |
| 6.      | Last date for submission of EMD, tender fee and other tender documents (original hard copy) at RIMS, Ranchi | 30/09/2024 | 05:00pm |
| 7.      | Opening of Bid  | 01/10/2024 | 03:00pm |

**Pre-bid meeting venue**

Conference Hall, Administrative Block, RIMS, Bariatu, Ranchi-834009

**Tender Fees (Non-refundable)**

Amount: Rs. 5,000/- (Rupees Five Thousand Only)

In favour of "Director, RIMS", Payable at Ranchi (Jharkhand)

**Earnest Money Deposit (EMD)**

Amount: Rs. 2,00,000/- (Rupees Two Lakhs Only)

In favour of "Director, RIMS", Payable at Ranchi (Jharkhand)

E-mail: [rimsranchi@rediffmail.com](mailto:rimsranchi@rediffmail.com)

Website: <https://rimsranchi.ac.in/>

Telephone: 0612 – 2297631

Sd/-

Medical Superintendent  
Rajendra Institute of Medical Sciences  
Ranchi

Memo No. 3641 ..... Dated 22/08/2024

Copy: Additional Director (Administration)/Medical Superintendent/Dy. Medical Superintendent/ Medical Officer (Stores)/Accounts Officer/Officer Superintend/Director Cell RIMS, Ranchi for information.

*General*  
22/08/2024  
Medical Superintendent  
Rajendra Institute of Medical Sciences  
Ranchi  
*22/08/2024*



## **Chapter I: Instruction to bidders**

### **Notice Inviting Bids**

**Subject:- Procurement of General Surgical Items on Rate Contract basis for a period of two years.**

RIMS, Ranchi invites Bids in Two Bid System (i.e. Technical & Financial Bid) from Eligible manufacturers or Authorized Dealer for purchase of **General Surgical Items** on Rate Contract Basis as per the list enclosed at “**Chapter V**” for a period of two years. Interested parties may apply on <https://jharkhandtenders.gov.in/>.

1. The Bid will be opened at the Conference Hall, Administrative Block, RIMS, Bariatu, Ranchi-834009. Tenders received after the scheduled date and time will be rejected outright. Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage. If the date of opening of tender happens to be a holiday, the tender will be opened on the next working day.
2. The tender is in “two bid system” i.e. **Part-1 Technical bid & Part-2 Financial bid**. Technical bid contains specification and allied technical details and the Financial bid contains the price of the various items, detailed in BOQ. The technical bid will be opened on the designated date by the designated committee, as per RIMS rules and regulations. The financial bid containing the rate of various items will be opened on a suitable date, by the designated committee in respect of those who qualify the terms and conditions of the technical bid.
3. The prospective bidders must submit hard copy of Technical bid along with EMD and Tender fee to: “**Director Cell, Administrative Building, Rajendra Institute of Medical Sciences, Bariatu Ranchi – 834009**”. Envelope containing documents must have the following:  
“Tender no. \_\_\_\_\_ dated \_\_\_\_\_, for rate contract of **General Surgical Items**”.



## **Chapter II: GENERAL INSTRUCTIONS TO BIDDERS**

### **1. Preparation of Tender documents:**

- a) Tenderer are requested that before quoting their rates or sending tender, the tender form may please be readout thoroughly, so as to have a clear knowledge of the requirement contained therein, otherwise purchaser will not be held responsible for any error/oversight of his own.
- b) Each and every page of the tender document should be serially numbered and duly signed by the tenderer with stamp.
- c) All entries in the tender form legible and should be filled carefully and clearly.
- d) All documents such as Manufacturing License, CDSCO manufacturing license or CDSCO import licence depending upon item, Dealership/Distributorship License Drug License, GST Registration, PAN card copy "Bidder should clearly mention on PAN copy about firm type i.e. is Proprietor/Partnership/Directorship) Partnership Deed, Certificate of incorporation, Memorandum of association etc, whichever applicable as per requirement of the Tender need to be enclosed with signature and stamp in the Technical Bid of the Tender.

### **2. Earnest Money:** Earnest money related documents to be enclosed with Technical Bid.

- a) Bids received without earnest money related documents will be outrightly rejected
- b) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
- c) Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the RIMS.
- d) The manufacturers applying directly, who are registered with MSME/National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (copy of registration must be provide along with)
- e) No Claim shall lie against the RIMS in respect of erosion in the value or interest on the amount of EMD.
- f) The EMD, in case of unsuccessful Bidders shall be retained by the Purchaser, up to a maximum period of 6 months from the date of opening of the Bids or till the finalization of the tender, whichever is later. The bid security shall be refunded to the unsuccessful tenderers on written request. No interest will be payable by the RIMS authorities on the EMD

### **3. Tender Fee:** Tender fee will be Non-refundable and the tenderer shall deposit a separate amount in addition to the Earnest Money in favour of "Director, RIMS" along with tender document (Technical Bid). The tenders submitted without tender fee shall be liable to rejection.

### **4. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organisation (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.**

### **5. The price offered by the seller shall not, in any case exceed the Drugs (Prices Control) Order (DPCO) implemented by National Pharmaceutical Pricing Authority (NPPA) controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price, if any.**



6. **In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.**
7. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
8. Quotations qualified by such vague and indefinite expressions such as "Subject to prior confirmation", "Subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional tenders shall be rejected summarily.
9. If bidder is Manufacturer they need to submit valid manufacturing license, Trade license Etc. and if the bidder is Authorized distributorship/stockiest from the manufacturer, Authority letter SPECIFIC to this tender should be submitted in as per format in Chapter III. which must clearly contains signatory personal full name, Designation, Mobile no and email ID. along with period of validity and details of issuing authority must be enclosed attested by Notary Public officer.
7. Bidder are strictly advice to quote only one OEM for one product, multiple OEM names in technical bid in written will not be accepted, mentioning multiple OEM name for single product will automatically be considered as deviations from terms and conditions and tender submitted by bidder will be rejected.
8. Payment Terms: Payment will be initiated after receipt of all material listed in order copy and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee. Payment will be initiate after fulfilment of required official formalities. Claim for interest on dues on accounts of delayed payment due to technical/incomplete paper formalities will not be entertained.
9. **Annual turnover of OEM:** OEM's average turnover of the last three financial years should not be less than **Rupees Ten Crores**. Beside this turnover following document need to be submitted with signature and stamp:
  - a) PAN card
  - b) Turnover Certificate issued by Chartered Accountant with Membership No
  - c) ISO Certificate
  - d) CE/ USFDA and other certificates as mandated by recent rules for surgical items
  - e) Manufacturing License
- 11 **Annual turnover of Bidder:** If Bidder is authorized distributor/Dealer/Agent average turnover for last three financial year should not be less than **Rupees Three Crores**. Beside this turnover following document need to be submitted with signature and stamp by Bidder:
  - a) PAN Card.
  - b) GST registration
  - c) Drug License other certificates as mandated by recent rules for surgical items
  - d) Last three financial year IT Return.
  - e) Turnover certificate duly certified by Chartered Accountant with Membership No
- 12 **If Bidder is Manufacture**, then average turnover for last three financial years will be as per Tender Clause No.10 (**Rupees Ten Crores**). Beside this turnover following document need to be submitted with signed and stamped.



- a) PAN Card.
  - b) Manufacture License
  - c) GST registration
  - d) ISO Certificate
  - e) CE/ USFDA and other certificates as mandated by recent rules for surgical items
  - f) Drug License other certificates as mandated by recent rules for surgical items
  - g) Last three financial year IT Return.
  - h) Turnover certificate duly certified by Chartered Accountant with Membership No
- 13 The firm should not have been blacklisted in the past by any government/semi-government /PSU/DGS&D/Private institution and there should not be any Vigilance/CBI case pending against the firm or its owners/partners. For the same bidder need to submit acceptance in form of format in Chapter III.
- 14 The tenderers must quote rates including freight, insurance, cartage, labour charges etc. on FOR, RIMS-Ranchi basis.
- 15 **Eligibility of Bidders:** This invitation of Bids is open to reputed Indian/foreign manufactures or their authorized dealers/sole selling agents/stockiest authorized by the manufacturer to quote on their behalf for this tender/DGS&D approved registered firms. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and / or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.
- 16 **Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.
- 17 **Tendering Expenses:** The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process. Tendering Expenses: The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
- 18 **Amendments to Tender Documents:** At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. Such an amendment will be notified on the website of <https://www.rimsranchi.org/> / <https://jharkhandtenders.gov.in/>. However, the same will be notified to the bidders who have already submitted their tender in writing by registered / speed post or by fax / telex / e-mail, followed by copy of the same by registered post.

In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.



- 19 All commercial & Technical terms of the NIT schedule MUST BE ACCEPTED. In case of any deviation on any of the commercial terms of NIT tender will be rejected/Not accepted. For the same bidder need to submit undertaking as per format in Chapter III.
- 20 **Clarification of TE Documents:** A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser on any working day (Monday to Friday) between 3.00 to 5.00 PM.
- 21 **Alternation and Withdrawal of Tender:** The bidder, after submitting its tender, is permitted to withdraw its tender so long as such notifications are received duly signed by authorized personnel. Withdrawal request received after the **Opening of Technical bid** will not be considered. If a bidder withdraws the tender post opening of technical bid it will result in forfeiture of the earnest money furnished by the bidder in its tender.
- 22 **Late Tender:** Tender documents like EMD etc of tender which is received after the specified date and time for receipt of tenders will be treated as “late” and submitted tender and will be rejected.
- 23 **Delay in supply, no supply and recovery of sums due:**
- Failure or delay in supply of any or all items as per Requisition/Purchase Order, Specification or Brand prescribed in the tender, shall be treated as ‘noncompliance’ or ‘breach of contract’ and the order in part or full be arranged from alternative source(s)/from open market of any brand and the difference in price will to be recovered from the tenderer.
  - The amount will be recovered from any of his subsequent/pending bills or EMD.
  - In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.
  - Delivery of goods shall be made by the supplier within 45 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods within 1 weeks of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 24 hours.
  - Time Schedule of delivery is within 45 days or else deduction on gross bill @ 0.5% per week or part thereof, will be made as liquidated damages / delay in supply, subject to maximum of 10% of the value of the delayed supplies.**
  - Only under very special circumstance delivery after 45 days may be accepted if bidder has informed RIMS authorities in advance giving proper reason which are acceptable by RIMS authorities.
  - Supplies shall be accepted subject to inspection by the Medical Superintendent or his authorized representative. Any defect found in the supplied material will render the supplies open to rejection and decision of the Medical Superintendent in this regard shall be final and legally binding.
  - The rejected supplied material shall be returned to the suppliers at their risk and cost.
- 24 **Scrutiny and Evaluation of Tenders:**
- Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.
  - The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
  - The Purchaser’s determination of a Tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.



- d) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.
- e) Any items if proprietary (Manufactured by single company) in nature need to submit proprietary certificate
- 25 **Non- responsive tender:** The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:
- Tender is unsigned.
  - Tender validity is shorter than the required period.
  - Required EMD (Amount, validity etc.)/ Exemption documents have not been provided. D). Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form.
  - Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
  - Poor/ unsatisfactory past performance.
  - Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - Bidder is not eligible as per eligibility criteria.
  - Bidder has not agreed for the delivery terms and delivery schedule.
- 26 **Contacting the Purchaser:**
- From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
  - In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.
- 27 **Notification of Award:** Will be listed online on portal.
- 28 **Supply Order:** Supply order will ordinarily be placed on when and as required basis.
- 29 **Opening of Tenders:**
- Date, Time and Venue for delivery of tender is as per schedule enclosed.
  - If the date is declared as Holiday, the quotations will be opened at the same time on next full working day.
- 30 **Demonstration of Implant:** Tendered implants shall have to be demonstrated before technical evaluation committee on stipulated day and time whenever asked for. Failure to demonstrate the implants on the stipulated day without any genuine reason (which is to be intimated in advance and should be acceptable to the hospital authorities) will mean that the tenderer is not interested in supplying the implants & the Bid would be liable for rejection. In case of genuine reason only two chances for implants demonstration will be given. Technical evaluation committee is fully empowered to reject any bid if it is felt that the Implant is of inferior quality, even if it is fulfilling the specifications and other commercial terms.
- 31 **Samples:** Quality of items supplied is of utmost importance. The tenderers have to provide samples of the quoted items(non-returnable) at the hospital site, when asked. Acceptance of the tender will normally be on the basis of minimum quoted rate and quality of the items quoted (as per sample).The tenderers have to abide by the decisions/ directions of Hospital Authority in this regard. On award of



contract the approved Tenderer(s) have to supply the goods as per the brand and quality of sample provided at the time of Tender inspection and approved by the hospital. Any deviation in this regard will be treated as non-compliance and may lead to breach of contract. Each sample should have a card affixed to the sample which should bear the following information.

- a) Your name and address
- b) Tender Number
- c) Opening of Tender
- d) Item No. against which sample submitted
- e) Any other relevant description deemed fit

**32 Corrupt or Fraudulent Practices:**

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition;
- c) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**33 Quality clause:**

- a) The items to be supplied should be of standard quality and strictly as per supply order.
- b) If any item or a particular batch of any item found substandard during the course of use even after clearance of bill, the supplier has to replace with a fresh stock/batch at their risk and cost. In case of failure or delay in replacement, the said item may be purchased elsewhere and the amount involved will be recovered from the approved supplier as mentioned elsewhere.
- c) In case any particular item/Batch is found Expired/substandard /spurious the supplier will be liable to be Black listed for a period of 5 years for future participation in any RIMS-Ranchi Tender. Besides this any other legal action deemed fit, will be taken.

**34 Inspection and Testing:** - The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

- a) The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and





assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

- b) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
  - c) In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
  - d) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
  - e) The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
  - f) Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated.
- 35 **Experience Criteria:** Please provide list of major customers on letter head of the bidder and proof of supply for the last three years. Bidders have to prove that they have at least three years (last three years) of experience in supply of items listed in the tender. Bidders have to also provide proof of satisfactory supply from at least two (02) government supply in the last three years.
- 36 **Price fall clause:** As per format in Chapter III.
- 37 If two or more bidders quote the same price for any items, RIMS-Ranchi reserves the right to seek revised offer from the same bidders and placing order on revised L-1 offer. If same situation prevails then RIMS-Ranchi reserve the right to place order on any of them.
- 38 **Guarantee/Warranty/Other Terms:**
- a) The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
  - b) The successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
  - c) All items including the accessories supplied as per the technical specification as mentioned in the bidding document should carry warranty (including all spares, accessories and consumables).The successful Bidder shall replace all defective parts / accessories / consumables. The cost of all replacements has to be borne by the successful Bidder.



- d) In order to fully and optimally utilize the Items/equipment/, training to Para Medical Staffs and Doctors should be provided. In continuation to this training, if needed separate maintenance training for the machine and the sub systems should also be given to the “Equipment Maintenance Engineer” and “Equipment Maintenance Technicians”. All the financial commitments in this regard shall be met by the bidder(s).
- e) Bidder(s) have to submit an affidavit to the effect that they have not supplied the offered item(s) to any Govt., semi-Govt., Pvt Organization, Institution, Nursing Home etc. at the price lower than the price offered to RIMS-Ranchi.
- f) All the claims regarding meeting the specifications shall be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer. Simply stating that the equipment(s) meets the specifications is not sufficient and any such quotations will be summarily rejected. Computer printed documents or Photostat copy or laser printouts will not be accepted as technical catalogues / brochures.
- 39 **Expiry period:** Expiry of items listed in this tender must be more than eighteen (18) months. Only certain items which have expiry less than eighteen months will be accepted with prior written information from successful bidder(s). At the time of receipt items at RIMS store, they should have a minimum of 3/4th of expiry period left.
- 40 **Billing:**
- a) All delivery challans should bear the MRP, selling price of the item, Taxes claimed, batch No. of the item, manufacturing date, Expiry date etc.
- b) Bills should be submitted with reference to supply Order and Delivery Challan, in triplicate without claiming instant payment.
- c) The bills should be sent to RIMS for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items (s).
- d) No payments shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.
- e) The contractor shall submit the bill only after supply of the material to the satisfaction of the RIMS Ranchi, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.
- 41 **Reservations:** RIMS-Ranchi reserves the right
- a) To reject any or all tender without assigning any reason whatsoever.
- b) To award any or part or full contract to any successful agency(ies) at his discretion and this will be binding on the tender.
- c) To verify any or all the original documents related to this tender, at any time.
- d) To test any or all the material supplied by the tender(s) by any Govt. or Govt approved laboratory. The report of the laboratory shall be accepted by the supplier.
- e) To reject any or all tender without assigning any reason thereof and have the right to place order to one or more firms or may enter into parallel contract simultaneously at any time during the period of this contract for same item or different item.
- 42 **Arbitration:**
- a) In case of any dispute between the purchaser and the tenderer, arising under the contract or in regard to the interpretation of the terms and conditions of the contract, decision of the Medical



Superintendent or any other officer nominated by him to act as arbitrator in the disputes, shall be final and binding on both the parties of this contract.

- b) In case of any disputes all the legal matters will be settled under the jurisdiction of the court of Ranchi / Jharkhand high court.
- 43 The Director reserves the right to accept or reject any or all tenders without assigning reasons.
- 44 The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.



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**Chapter III**  
**Format of Various Forms**



**Authorization Format**

To,  
The Director  
RAJENDRA INSTITUTE OF MEDICAL SCIENCES  
Date: \_\_\_\_\_

Sub: Authorization Letter

**Tender No:** \_\_\_\_\_

With reference to tender enquiry mentioned in the subject above, please be advised that the below mentioned authorize distributors of us will meet your requirement.

**Party Details**

**Address**

**Contact details**

Our distributor will quote, supply, raise bills and received payment on behalf of us.

Please note that this authorization is specific of our product requirement as laid down in the above enquiry and is not valid for any other product or tender, even if floated by the same tendering authority.

Please also be advised **Company Name** reserves the right to change the authorized distributor for the above-mentioned tender during the course of the tender. We also hereby undertake the responsibility of the authenticity of our products supplied by the above-mentioned distributor. It will be our legal & regulatory liability to ensure that resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.

For any clarification regarding the products quoted above, please contact to **name, designation,contact no. +91-XXXXXXXXXX and e-mail id is \*\*\*\*\*@\*\*\*\*.com**.

Thanking you and assuring you of our best services at all times.

With best regards,

Full Name of Signatory authority

Designation:

Mobile no:

Email ID:

Seal/Stamp



**No blacklisting Certificate**  
**BEFORE NOTARY PUBLIC**

I, **Name** Proprietor/Director of **Name of entities and complete address** do hereby solemnly affirm on oath that the statement made below are true to the best of my knowledge, information and belief.

- That Proprietor/Director of **Name of entities and complete address**.
- Our firm neither have been black listed nor convicted in the past by any Hospital Organization or by any Government / Semi Government Organization / P. S us / C. B. I. / C. C. I. in the last five years nor have any litigation pending with any of these departments & free from all kind of litigation / allegations.
- That we are quoting the rates on **As Manufacturer** or **behalf of the manufacturer** whose authorization letter is attached in the technical bid.
- That we have never been blacklisted by any Central/State Government department in the last five year nor have any litigation pending with any of these departments.
- That in current tender we have not quoted the price higher than previously supplied to any government Institute/Organization/Reputed Private Organization or DGHS rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the institute (purchaser) would be given the benefit of lower rates by the supplier and any excess payment if any, will become immediately payable to the RIMS Ranchi.
- That we had not quoted the price higher than previously supplied to any government institute/organization/reputed private organization or DGS&D rate in last one year.
- That the firm has no vigilance case/CBI/FEMA/CCI case pending against him.
- That no case is pending with the police against the proprietor/firm/partner or company.
- That for any kind of wrong I shall be fully responsible for the same.
- The rate offered by us will be valid till the validity of tender.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



**"NO DEVIATION" CONFIRMATION**

To,  
The Director  
RIMS-Ranchi

Sub: E-Tender No.: \_\_\_\_\_

Dear Sir,

We understand that any 'deviation/exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception/deviation' anywhere in the Bid and we agree that if any 'deviation/exception' is mentioned or noticed, our Bid may be rejected.

Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:



**PRICE JUSTIFICATION & PRICE FALL CLAUSE**

**“To be submitted in Notarized affidavit”**

I/We, M/s. \_\_\_\_\_ certify that in the current tender we have not quoted the price higher than previously supplied to any government Institute/Organization/Reputed Private Organization or DGHS rate in recent past. Therefore, if at any stage it has been found that we have quoted lower rates than those quoted in this tender; the institute (purchaser) will be given the benefit of lower rates and any excess payment if any, will become immediately payable to RIMS, Ranchi.

The price offered shall not, in any case exceed the Drugs (Prices Control) Order (DPCO) implemented by National Pharmaceutical Pricing Authority (NPPA) controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The prices will be reduced if there is any reduction in DPCO/NPPA ceiling price, if any.

I/We confirm acceptance of the above clauses.

Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:





**E-Banking Mandate Form**  
(To be issued on vendors letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9-digit MICR code

I/We hereby authorize RIMS-Ranchi to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the RIMS-Ranchi responsible.

(Signature of vendor/customer)

**BANK CERTIFICATE**

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)



**ChapterIV:Check List**

(Tenderermayuseseparatesheetwhereverrequired)

| Sl. No. | Documents   | Document is enclosed? Write <b>Yes</b> or <b>No</b> . | If yes, page no. in bid documents |
|---------|---|---|-----------------------------------|
| 1       | Specify whether each page of tender document and its annexures have been signed & stamped and page numbering has been done  |   |                                   |
| 2       | Covering letter with name,address other details of the bidder   |   |                                   |
| 3       | State clearly on letter head or cover letter whether bidder issole proprietor or in partnership firm or a company or a government department or a public sector organization or authorized dealer or manufacturer, etc. |   |                                   |
| 4       | Provide details of tender fee and attach scanned copy:<br>DD/BG/etc No.:<br>Dated:<br>Bank:<br>Amount (in Rupees):  |   |                                   |
| 5       | If EMD submittedprovide details and attach scanned copy:<br>DD/BG/etc No.:<br>Dated:<br>Bank:<br>Amount (in Rupees):<br>If Exemption needed Specify Documents   |   |                                   |
| 6       | Copy of PAN card  |   |                                   |
| 7       | Copy of GST registration certificate  |   |                                   |
| 8       | Copy of valid drug license  |   |                                   |
| 9       | Copy of annual turnover of last three financial years, duly certified by CA with membership number  |   |                                   |
| 10      | Authorization certificate from manufacturer   |   |                                   |
| 11      | Copy of certificates like ISO, CE, US-FDA, etc related to surgical items  |   |                                   |
| 12      | CDSCO manufacturing license or CDSCO import licence depending upon item   |   |                                   |
| 13      | Affidavit of non-blacklisting   |   |                                   |
| 14      | Certificate of no deviation confirmation  |   |                                   |
| 15      | Affidavit of price justification and price fall clause  |   |                                   |
| 16      | Certificate of compliance matrix  |   |                                   |
| 17      | Technical details of quoted implants  |   |                                   |
| 18      | Any compliance certificate as per rules for the specific surgical item and/or mentioned in the specification  |   |                                   |
| 19      | List of major customers should be given on a letter head and proof of satisfactory supply from at least two (02)governmentsupply.   |   |                                   |
| 20      | Name, Mobile Number and E-mail of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.                                 |   |                                   |
| 21      | Bank Mandate form   |   |                                   |
| 22      | Any other information important in the opinion of the tenderer  |   |                                   |
| 23      | This Check List   |   |                                   |



**Chapter V: List of items**