

राजेन्द्र आयुर्विज्ञान संस्थान
(झारखण्ड सरकार का एक स्वायत्तशासी संस्थान)
रौंकी-834009 (झारखण्ड)
दूरभाष: 0651-2541533, फैक्स: 0651-2540629,
E-mail: rimsranchi@rediffmail.com



RAJENDRA INSTITUTE OF MEDICAL SCIENCES
(An Autonomous Institute under Govt. of Jharkhand)
Ranchi-834009 (Jharkhand)
Phone: 0651-2541533, Fax: 0651-2540629,
Email: rimsranchi@rediffmail.com

NOTICE INVITING TENDER (NIT), RIMS, RANCHI: 834009 (Section I)

Bids are invited through e-tender process on Jharkhand tender portal in two bid system (Part-1: Technical bid and Part-2: Financial bid) for "Rate contract for library preparation kit and consumables for COVID-19 genome sequencing for the Department of Genetics and Genomics, at RIMS, Ranchi", valid for two years from reputed, genuine and experienced service providers/manufacturers.

E-Tender Notice No. 2978 Dated: 4-7-25 valid for two year.

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

Sl. No.	Particulars	Date	Time
1.	Publication of tender	05 July 25	05:00 P.M.
2.	Pre-bid discussion meeting	11 July 25	11:00 A.M.
3.	Uploading of amended tender based on pre-bid meeting	18 July 25	5:00 P.M.
4.	Bid submission begins	19 July 25	9:00 A.M.
5.	Bid submission ends	5 Aug 25	5:00 P.M.
6.	Last date for submission of EMD, tender fee (Submit Online as per E-Jharkhand Rule)	5 Aug 25	5:00 P.M.
7.	Opening of Bid	6 Aug 25	11:00 A.M.

Note: Corrigenda/amendments, if any, to this publication will be available only on the specified websites and will not be published separately. RIMS, Ranchi shall not be responsible for individually notifying bidders of such amendments. All corrigenda/amendments issued by RIMS, Ranchi up to seven (7) days prior to the deadline for bid submission shall be binding on all participating bidders.

Pre-bid meeting venue

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

Bid Offer Validity (End Date) – 365 days

Time allows for Technical Clarification during Technical Evaluation: - 02 days

Evaluation Method. – Items wise Evaluation

Tender Fees Nil

Earnest Money Deposit (EMD)

Amount: Rs. 30,000/- (Thirty Thousand Rupees Only)

Mode: Online as per E- Jharkhand Tender Website.

E-mail: rimsranchi@rediffmail.com

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

Telephone: 0651 – 2297631

Sd/-
Medical Superintendent
Rajendra Institute of Medical Sciences
Ranchi

Memo No: 2978 Dated: 04-7-2025

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

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Medical Superintendent
Rajendra Institute of Medical Sciences
Ranchi

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BID DOCUMENT
(e - Procurement)

Supply of "Library preparation kit and consumables for COVID-19 genome sequencing"

In the Department of Genetics and Genomics at RIMS, Ranchi.

Issued On

Date:

RAJENDRA INSTITUTE OF MEDICAL SCIENCES (RIMS)

RANCHI, JHARKHAND, 834009, INDIA

Important:-

The Bidders are expected to carefully read all the instructions, forms, terms, and specifications in the bidding document and adhere to them. The bid should not be conditional. Failure to furnish all information required in the bidding document in every aspect will be the whole responsibility of the bidder in case of rejection of the bid. The bidder shall bear all costs associated with the preparation and submission of its bid. The client will not be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

RIMS, Ranchi invites e-tender from the Manufacturers/authorized dealers/firms/agencies for **Supply of Library preparation kit and consumables for COVID-19 genome sequencing for Department of Genetics and Genomics at RIMS, Ranchi.**

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A. General Instruction for Tender:

1. Instructions for Online Bid Submission:

- A. Bids shall be submitted online only at Jharkhand Govt. Website: www.jharkhandtenders.gov.in.
- B. The complete bidding process is online. Bidders should have possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above (Digital Certificates: For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, It is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]) For any query bidder may mail at rimsranchi@rediffmail.com.
- C. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Jharkhand Govt. e-tender Portal for e Procurement at www.jharkhandtenders.gov.in.
- D. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- E. Please log on to www.jharkhandtenders.gov.in only for downloading bid document and for participation through **e-tendering basis**. All corrigendum/modifications/ amendments, if any, will be published on the website www.jharkhandtenders.gov.in only. All bidders are requested to visit this website on regular basis.
- F. Tenderer may also download the tender enquiry documents from the web site www.jharkhandtenders.gov.in and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned above. The tender shall be submitted with all the necessary documents and in online form (with respect to few documents as mentioned in the NIT/SIT) in parts/covers as mentioned in Tender:

All documents must be submitted Online

- G. The bidders are required to submit soft copies of their bids electronically on the Jharkhand tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the

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Jharkhand tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Jharkhand tender.

2. REGISTRATION

- a. Bidders are required to enroll on the e-Procurement module of the Jharkhand e-tender portal by clicking on the link whatsoever.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Jharkhand tender Portal. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- d. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the Jharkhand tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the Jharkhand tender Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Jharkhand tender Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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4. Termination of Contract

- ❖ The procuring entity shall terminate the contract as per the terms and conditions specified in the contract.
- ❖ The procuring entity shall terminate the contract when there is a breach of code of integrity by the bidder or when there is conflict of interest of the bidder. In such cases the bidder shall be given an opportunity to be heard.
- ❖ The performance security shall be forfeited in case of termination of contract.
- ❖ The order of termination of contract would be permanent.

5. Code of integrity for Bidders

Bidder shall:

- Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- Not misrepresent information that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation.
- Not indulging in collusion with other bidders to impair the transparency, fairness, and progress of the procurement process.
- Not misuse any information shared between the procuring entity and the bidders with intent to gain an unfair advantage in the procurement process.
- Not indulge in any coercion to any party or to its property to influence the procurement process.
- Not obstruct any investigation or audit of a procurement process.
- Disclose conflict of interest, if any.
- Disclose debarment by any other procuring entity

5. Conflict of interest for Bidders

- ❖ A Bidder may be in conflict of interest with one or more bidders in the Jharkhand Procurement of Goods and Services Manual 57 following situations: -
 - They have controlling partners/shareholders in common.
 - They receive or have received any direct or indirect subsidy from any of them.
 - They have the same legal representative for the purposes of the bid.
 - They have a relationship with each other that puts them in a position to have access to information about or influence on the bid of another.

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7. Disqualification of Bidders:

- ❖ Procuring entity shall disqualify a bidder if:
 - The bid is not found to be responsive or
 - The information regarding the qualifications of the bidder was false or constituted a misrepresentation.
 - The bidder was debarred.
 - The bidder violates the code of integrity. Jharkhand Procurement of Goods and Services Manual.
 - The bidder has a conflict of interest.
- ❖ When the procuring entity disqualifies a bidder on ground of false information regarding the qualifications or misrepresentation or violation of code of integrity or conflict of interest then the principle of natural justice shall be observed, and bidder shall be given an opportunity to be heard.

8. 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.

9. 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.

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- 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.

10. The tender form is not transferable.

11. LANGUAGE:

- The language of the Tender shall be in Hindi/English.

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B. General terms and conditions:

1. The specification of the required item and quantity is indicated in the Bid document.
2. The bid offer should be valid for a minimum period of 365 days from the last date of bid submission. However, Director, RIMS, Ranchi has the right to extend the bid offer validity period.
3. **Penalty**-In case there is delay in reagents/goods delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in **price @ 0.5%** of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
4. **Fall Clause:** Successful bidder is abiding to follow the Fall Clause. Fall Clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its prices or sells or even offers to sell the contracted goods of identical specification and terms and conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from the date for all subsequent supplies under the Contract and the contract amended accordingly.
5. Non-performance of the contract provisions shall make the successful Bidder(s) liable to be disqualified to participate in any Bid for the next 5 years, in addition to forfeiture of Performance Guarantee and other penal actions as well.
6. The confidentiality of the bids should be maintained at all stages.
7. The firms who intend to participate in the tender should first ensure that they fulfil all eligibility criteria as prescribed in the general terms & conditions.
8. The bidder submitting tender would be deemed to have thoroughly and carefully read, considered and accepted all the terms & conditions mentioned in the tender document. Conditional bid will be treated as unresponsive, and it will be rejected in its totality.
9. The bidder should fill up the tender bid document along with page numbers as per **Appendix-1 and signature and seal on every page.**
10. The RIMS, Ranchi reserves the right to accept in part or in full or reject any or more quotation (s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder (s).
11. Bidders should provide self-attested necessary supporting documents for each of the eligibility and qualification criteria according to the bid with summary

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of details along with relevant page nos. in clear, readable and searchable pdf format.

12. Bidder must have properly indexed each page and should specify relevant page numbers where relevant supporting documents i.e. work orders, completion certificate other references are attached.
13. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., committed by the Bidder(s) in the Bids shall not be entertained after bid submission.

C. Other Terms and conditions:

1. The kit and reagents should be supplied at the institute. The service provider should also provide dedicated, competent and trained application engineer for on-site technical support at least for one time to process few samples and troubleshooting.
2. **Award of Work:** After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive bidder. The agency should accept the offer within 21 days from the date of receipt of "Letter of offer", failing which the offer will be cancelled.
3. **Delivery/ Schedule of Requirement:**
 - Delivery of goods shall be made by the supplier within 40 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. That the items shall be the exact specified quality, kind, description and specification as required by the end user department. Short expiry item will be rejected and those should be replaced by the supplier at free of cost.
4. In case of breach of contract/agreement, performance security shall be forfeited and the agency shall be blacklisted for such period decided by the competent authority in addition to termination of the empanelment. Performance Security shall be returned to the empanelled agency without any interest, whatsoever, after completion of empanelment period.
5. **EMD:**
 - Online deposit of EMD must accompany the tender, **as per Table 1**. No Cheque/ Postal order/ Money Order/ Cash payment/ will be accepted. The EMD is refundable to the unsuccessful bidders after the award of contract. The EMD will be forfeited if the successful bidders fail to abide

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by the terms and conditions. EMD is liable to be forfeited if the tenderer/ bidder/ dealer withdraws or impairs or derogates the bid in any respect within the period of validity of its tender.

- The bidder (only for manufacture) seeking EMD exemption, must submit the valid supporting document with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
 - MSME (for manufacturer only) registration, verified through the UDYAM Portal, will also be applicable for exemption.
 - The firms Registered with DGS & D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
6. **Performance Bank Guarantee (Performance Security):** PBG of 5% of the contract value Rs. 75,000.00 will have to be deposited by L-1 vendor after getting the award of contract and PBG validity should be twenty-six months.
7. The successful bidder will have to execute an agreement on a **non-judicial stamp paper worth Rs. 100/-** The cost of the stamp for the execution of the agreement will be borne by the agency or bidder.
8. **Payment Clause:**
- (i) Payment will be made upon certification of submitted invoice by the concerned Department. No advance payment will be made to the supplier under any circumstances.
 - (ii) **Certificate with bill:** After the supply of the above items, you have to submit two copies of the bills along with These Certificate:-
 - a. Low rate certificate, for payment based on the actual supply order. No payment shall be made for rejected /expired items.
 - b. You have to give a certificate that the rate of GST / Tax is charging in bill is as per the state / central / inter / product / HSN Code / etc..... Are correct. However in case if it is found that wrong rate of GST / Tax has been charged, supplier will be responsible.
 - c. I (Supplier name) certify that the factory of the manufacturer of the medicine & chemical of supplier is not closed. There is no legal Investigation going on regarding production and product quality nor it has been found guilty in the past.
 - (iii) Bills in triplicate (**must be sign & sealed by authorized person**) for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. Terms & condition mentioned in purchase order must be followed & applied. If any item is found to

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be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by RIMS Ranchi.

9. Any **legal disputes** shall be subject to High Court Ranchi jurisdiction.
10. Application support, engineering support, bi-directional interfacing, kit protocol and demonstration are to be provided free of cost by the bidder.
11. **Force Majeure Clause:** Any failure of omission or commission to carry out the provisions of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricanes, nay pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts, strikes, riots, embargos or from any political or other reasons beyond the suppliers control including war (whether declared or not), Civil war or state of insurrection, provided that notice of the occurrence by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force majeure conditions.
12. **Disputes and Arbitration:** All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion failing which the matter will be referred to the Director RIMS, Ranchi for arbitration whose decision shall be the final binding on the contracting parties.
13. **Laws governing the contract:**
 - i. This contract shall be governed by the laws of State or Central Government /Jharkhand, India
 - ii. The Courts of Jharkhand shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
 - iii. Terms and expressions not herein defined shall have the meaning assigned to them, if any, in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as amended from time to time.
 - iv. In view of the notification issued by the Ministry of Health & Family Welfare, Government of India, Gazette Notification no. SO 1468 (E) dated 6.10.2005 and GSR 627 (E) dated 7.10.2005, it would be sole responsibility of the Rate contract holder to comply with the applicable

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rules and regulations from time to time.

14. If the principal manufacturer withdraws its distributorship from the bidder during the validity of tender by issuing authorization letter to another firm, the Director, RIMS, Ranchi has full rights to accept candidature of new coming distributor subject to the new firm fulfilling all other terms and conditions of the tender. No claim whatsoever will be entertained from the previous bidder (However, if any supply order is pending with the previous bidder, same will be executed by the new bidder).
15. The bidder should not quote more than one Specification/ Technical quotation from single firm against each item.
16. The amount of EMD and turnover for bidders/ OEM will be calculated as per the following format.

Table 1. Details of EMD and turnover amount

Name of the item	EMD (in Rupees)	Turnover of bidder (in Rupees)	Turnover of OEM (in Rupees)
Library preparation kit for COVID-19 sequencing	30,000.00/- (Thirty Thousand Rupees Only)	7,50,000.00/- (Seven Lakh Fifty Thousand Rupees Only)	60,00,000.00/- (Sixty Lakh Rupees Only)

Turnover will be average annual turnover of the last three financial years (2022-23, 2023-24 & 2024-25).

EMD should be submitted through online payment gateway of Jharkhand Tender portal only.

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Additional Specifications:

- I. The expiry/validity of the kit should be 11 months from the date of supply.
- II. Detailed operational manual/protocol should be provided by supplier or manufacturer.
- III. The bidders must quote the rates of all the consumables separately in PDF, price bid section for future purchases on as and when required basis. The rates will be frozen for two years and calculated for ranking purpose.
- IV. Original catalogues with detailed literature should be provided.
- V. The bidders must quote the rates of all the consumables separately in PDF, price bid section for future purchases on as and when required basis. The rates will be frozen for two years and calculated for ranking purpose.
- VI. **Important Conditions:**
 - 1) The bidders must quote rates for Library preparation kit for COVID19 genome sequencing.
 - 2) The cost of kit charges exclusive of GST will be considered for ranking (L1) purpose.

- In case of any enhancement in Excise Duty/Custom Duty due to statutory Act of Govt. of India after the date of submission of the tenders and during the tender period, the additional excise duty/custom duty so levied will be allowed to be charged extra as separate item without any change in price structure of approved under the tender. For claiming the additional cost on account of increase in excise duty/custom duty, the bidder should produce letter from the concerned excise authorities indicating his/her commitment for supply to the RIMS, Ranchi on account of increase in excise duty/custom duty.

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Appendix "A" (Eligibility Criteria)

REQUIRED TENDER BID DOCUMENTS (checklist)

Page number should be clearly written and referred

Tender No.:

Dated.....

Name of the Bidder:

Address:

Contact No.:

Email address:

(Self-attested photocopies of all supporting documents must be uploaded on
www.jharkhandtenders.gov.in.)

Sl. No.	Particulars	Yes/ No	If Submitted, Mention Page No. Of PDF File	Please Mention Deviations (If Any)
1	Authorization Letter (On The Letter Head Of The OEM)/Power Of Attorney If Bid Is Submitted By The Authorized Representative Of The Agency (Annexure IV)			
2	Land Border Undertaking (Annexure III)			
3	No Deviation Confirmation (Annexure V)			
4	Certificate About Non-Blacklisting As Per Format (Annexure II)			
5	Price Justification Certificate (Annexure VI)			
6	Bidder Should Provide An Undertaking As Per (Annexure I) On The Letter Head Of Participating Firm/Company/Agency			
7	Scanned copy of memorandum and articles of association/Partnership deed/Proprietorship Deed /Certificate of Incorporation (In Case of Company) Etc If the Participant Is an Authorized Dealer/Firm/Agency (If Applicable).			
8	Name Of The Director/Partner/Proprietor Along With Address, Contact No. & Email.			
9	Registered/Branch Office Address With Tel. No. & Email			
10	Scanned Copy Of Goods And Service Tax (GST) Number Of The Participating Bidding Agency			
11	Scanned Certified Copy Of Income Tax Return (ITR) Of The Last Three Financial Years (2022-23, 2023-24, 2024-25) Of Participating Bidding Agency			
12	Scanned Copy Of A Certificate Regarding Annual Turnover Of Bidder (On An Average Continuously For The Preceding Last Three Financial Years) Duly Signed And Sealed By The Chartered Accountants From The			

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	Participating Bidder.			
13	Scanned Copy Of PAN Card Of Bidding Agency/Proprietor. If In Any Case The PAN Card Of Individual Of Participating Firm/Agency Is Utilized For The Bidding Purpose, Then A Declaration/Undertaking Is Required For The Same.			
14	A Copy Of NEFT/RTGS/OTC Should Be Submitted as The Proof of Remittance of Earnest Money Deposit (EMD).			
15	Bank Details Of Participating Bidder (Annexure VII)			
16	Scanned Copy Of Valid Trade License			
17	Unique Gem Seller ID. (Enclose Self-Attested Copy of Relevant Document Provided by Gem) N.B: The Bidder Who Is Not Registered with Gem at The Time of Submitting the Tender Needs to Submit an Undertaking on Firm's Letter Head That Gem Seller Id. Will Be Provided at The Time of Award of Contract Positively Failing Which Their Bid Will Be Treated Null & Void and Contract Will Be Dealt Accordingly.			
18	Whether The Signature On Each Page Of Tender Document Has Been Signed By The Bidder Or Not. (Please Sign Each Page Of Terms And Conditions As Token Of Acceptance And Submit As Part Of Tender Document With Technical Bid.)			
19	Whether The Signature On Each Page Of Amendment/Corrigendum Published On E-Jharkhand Portal And Document Has Been Signed By The Bidder Or Not. (Please Sign Each Page)			
20	Whether The Signature Of Document Which Are Provided By Bidder Like Brochure, Certificate, Forms, Etc Has Been Signed By The Bidder Or Not. (Please Sign Each Page)			
21	Signed And Scanned Copies Of Valid ISO/ISI/ISO (NABL) /CE (Indian/EUROPEAN) /CEE/ BIS/ USFDA/ DGCI/ FDA/WHO GMP (Which Is Applicable)/Any Quality Assurance Certifications (Please Specify) From Competent Authority With Clearly Showing Validity Date From Agency/ Distributer/ Manufacture.(Validity Date Should Be Beyond Bid Submission End Date)			
22	Provide If You Are Manufacture- i) MSME Registration No (Udyam Reg. No): ii) MSE Social Category: iii) MSE Gender: (The MSE (MSME (For Manufacturer Only) Registration, Verified Through The UDYAM Portal, Will Also Be Applicable For Exemption.)/Other Enterprise And Unit			

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	Must Be Registered Under Jharkhand Act)(Enclose Self-Attested Copy Of Certificate) For NON MSME Please Mention N.A./Are You A SSI (Small Scale Industry) Unit, If Yes Have You Enclosed Certificate Of Registration Issued By Directorate Of Industries/NSIC.			
23	Compliance Of Item "Chemical/Kits/Reagents Supply To RIMS Must Have Stamp Of Govt. Supply / Not For Sale" On Letter Head.			
24	A Covering Letter Mentioning A Summary Of Applied Document With Proper Numbering.			
25	Bank Guarantee Form For Performance Security (Annexure VIII)			

Declaration:

I/We..... (Name of participating bidder/Proprietor/ Partners) do hereby declare that the entries made here are true to the best of my/our knowledge. I/We hereby agree to abide by all terms and conditions laid down in tender documents.

Place:
Date:

Signature with stamp of the bidder
Name:
Address of the bidder:
Tel/Mob. No:

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Features of Financial bid must be read before filling up BOQ

Appendix "B"

(This should not be sent with technical bid)

1. Price bid of all the bidders whose offers/bids are techno-commercially suitable /acceptable as per the qualification requirements shall be opened.
2. The rates should be quoted as per the BOQ in accordance with the provided format, Taxes/GST, if any, should be indicated separately.
3. The Bidder shall not tamper/modify the downloaded financial bid template in any manner. In case if the same is found to be tampered/modified in any manner, their tender document will be completely rejected and EMD would be forfeited.
4. All quoted rates should be inclusive of freight charges, excise duty, packing charges etc.
5. The bidder should quote the rates (even in respect of foreign make items) in Indian currency only and thus it shall be binding on the part of approved supplier/ firm to supply the stores at the approved rates throughout the valid term of tender.
6. In case of any enhancement in Excise Duty/Custom Duty due to statutory Act of Govt. of India after the date of submission of the tenders and during the tender period, the additional excise duty/custom duty so levied will be allowed to be charged extra as separate item without any change in CPRT approved under the tender and reverse of the same will also be applicable if required.
7. No increase in quoted price and change in quality of product will be allowed.
8. Bidder will quote firm rates. No condition like discount in price, free goods/incentives will be accepted towards finalization of the tender. Only single price, up to two decimal (in case of paisa) will be accepted.
9. The bidder shall be accountable for the quoted price, which should be fair and reasonable, in commensuration with the quality, value, and specifications of the item according to the fair-trade practices enforced by the law.
10. **L1 Clause:**
 - Rate contract will be awarded to firm who will quote lowest per unit rates (Without GST) for items as per list provided in .xls format in BOQ separately from Jharkhand tender website www.jharkhandtenders.gov.in. (L1 firm will be decided on the basis of Unit Price quoted by the firm. NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES.
 - **Item wise evolution will be done.**
 - After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per

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- financial bid after complying with the all the Acts /Jharkhand polices(procurement)/provisions stated/referred to for adherence in tender.
- Becoming L1 will not be the criteria for awarding of purchase order unless the rates are reasonable and justified. Decision of the Director Rims, Ranchi will be final in this regard.

Other requirements:

1. All the bidders must fill up land border declaration under rule 144 (XI) of the General Financial Rules 2017 attached as Annexure III.
2. The procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement Order 2017 (make in India) and revised order dated 04.06.2020 of MoC&I (DIPP) and order vide F. No. 6/18/2019-PPd dated 23.07.2020 of MoF, GoI. bidder are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
3. All bidders must sign and put seal on every page of tender document.
4. Purchase preference will be given to Make In India and MSME as per Jharkhand Procurement Policy 2014 & Jharkhand Procurement Good & Service Manual 2024. (If Certificate as per JPP only for Manufacturer).
5. **Discrepancies:-**
 - If there is any discrepancy in any rule, policy, or government manual, the Jharkhand Procurement Policy 2014 and the Jharkhand Goods and Services Manual 2024 shall prevail. The decision of the competent authority shall be final in this regard.
 - If two or more bidders quote the same price (unit price without GST) for any items, RIMS-Ranchi reserves the right to seek revised offers from the same bidders and place the order based on the revised L-1 offer, divide the same quantity among the L-1 bidders, or accept the bidder offering the highest discount. If the situation persists, RIMS-Ranchi reserves the right to place the order with any of the bidders.
6. If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered
7. **Risk Purchase: -**
 - If successful ten
 -
 - derer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our Rims, Ranchi reserves the right procure same or equivalent material from alternative sources like L2, L3, Bidder or local market purchase at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement

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of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

- The EMD/PBG shall be forfeited if successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract. In case of repeated failure in supplying the order goods the supply order may be cancelled and bid security deposit will be forfeited.

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Technical Specification

Appendix "C"

Technical Specification for library preparation kit and consumables for
COVID-19 genome sequencing

Sr.No	Item Description	Technical Specification
1.	Library preparation kit for COVID-19 genome sequencing	<ol style="list-style-type: none"> The COVID-19 library preparation kit must include all the reagents (cDNA synthesis, Amplification mixtures, adapters, beads, DNA fragmentation mix, etc) required for preparing Sequencing library with starting material as total RNA and end in quantifiable libraries ready to be loaded. The prepared library should be compatible with relevant flow cells of NextSeq 2000 instrument. Vendor will have to provide the list of reagents and their details. Batch size of samples that can be processed by one kit should be in multiple of 96 samples in a kit. The library preparation kit should not be based on fragmentation of input DNA using sonicator equipment (currently not available at the site of library preparation) but based on enzymatic fragmentation. Reagents should be compatible with total cDNA mass inputs ranging from 1 ng to 1000 ng. The kit should be compatible with both high- and low-quality samples. The kit should be compatible with UMI, UDI and standard and fast hybridization reagents Details of the adaptors must be available with the kit or available on the company's website. Please upload documents related to the same The company should supply all the reagents for COVID-19 library preparation in the kit The company should provide at least one-time onsite support for free of charge for library preparation All technical claims must be supported with company (OEM) approved documents.
2.	96-Well PCR Plates	96-Well Semi-Skirted PCR Plates
3.	Micro-tips (10µl, 100-200µl, 1000µl)	Low retention Filter micro-tips with box
4.	Absolute ethanol	Molecular biology grade
5.	Solution reservoir	Sterile 25ml multi-channel polystyrene solution reservoir (Autoclavable and reusable)
6.	96 well PCR plate sealer	96 well heat durable, self-adhesive, transparent PCR plate sealer

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Appendix "D"

BOQ for Financial Bid (to be uploaded only online)

Sl. No	Name of the item	Pack Size	Unit cost without Tax (INR)	GST	Total cost with taxes
1.	Library preparation kit for COVID19 genome sequencing 1. COVIDSeq Assay (96 samples) index 2. Illumina compatible COVIDSeq v4 Primer Pools, 384 Samples RUO	01			
2.	96-Well Semi-Skirted PCR Plates	01pack (10 plates)			
3.	Micro-tips Low retention Filter micro-tips with box, Volume (10µl)	01 pack (1000 tips)			
4.	Micro-tips, Low retention Filter micro-tips with box, Volume (100-200µl)	1 pack (1000 tips)			
5.	Micro-tips, Low retention Filter micro-tips with box, Volume (1000µl)	1 pack (1000 tips)			
6.	Reservoir, Sterile 25ml multi-channel polystyrene solution reservoir (Autoclavable and reusable)	1 pack (50 pc)			
7.	Ethanol, Absolute, molecular biology grade ethanol	500ml			
8.	Sealing film for 96 well PCR plates, heat durable, self-adhesive PCR plate sealer	1 pack (100 sheets)			

Note: BOQ for financial bid is item wise for participating vendors.

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Annexure I

UNDERTAKING

(On Company's/Firm's letterhead)

Tender Reference No _____

1. I/We the undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/representation against the tender document after the time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to RIMS, Ranchi to supply the approved awarded item/kit in the approved prices to RIMS, Ranchi.
3. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
4. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, RIMS, Ranchi (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
5. Performance security (5% of the bid value) shall be deposited by me/us in the form of DD/Bank Guarantee in favour of Director, RIMS, Ranchi on the award of the contract from a Nationalized /Commercial Bank and shall remain in the custody of the Institute till the validity of the contract period plus two months.
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
7. I/We hereby accept the tender conditions of above-mentioned tender document (s) / corrigendum (s).
8. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid.
9. I agree to provide price justification whenever asked during the period of contract.
10. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.

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11. We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.
12. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
13. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
14. We understand all the terms and conditions of the contract and bind me/ourselves to abide by them.
15. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

Signature:

Date:

Name and designation:

Seal of the participating Bidder

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Annexure II

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 statements 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 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:
Bidder]

Date:

[Signature of Authorized Signatory of

Name:

Designation:

Seal:

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Appendix III

The bidder should submit related undertaking for Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 [Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/ or screening, on procurement from bidders from, or bidders having commercial arrangements with an entity from, a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions]. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of following Certificate given below, on the company letter head duly signed by authorized signatory for this tender.

Certificate for Tender

Tender no.: - _____

I, undersigned (name).....(designation)....., duly authorized representative of (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirement in this regard and are eligible to be considered."

AND

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such a country; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

It is to declare that if, our bid/offer is accepted by the purchaser, as per undertaking given by us as per aforementioned points on the basis of certificate are found to be false, in such case this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law to be initiating on us by the procuring entity i.e.

[Signature with date, name and designation]

For and on behalf of M/s _____]

Rims, Ranchi.

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Annexure IV

Format of Various Form

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To
The Director,
Rajendra Institute of Medical Sciences
Ranchi,
Subject: Manufacture's authorization letter.
Dear Sir,

TENDER: _____ We,
_____, who are established and reputable
manufacturers of _____, having factories at _____
and _____, hereby authorize Messrs. _____ (name
and address of agents) to bid, negotiate and conclude the contract with you
against above said Tender for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the
following _____ (please provide
reason(s) _____
reason here).

We also hereby confirm that no firm or individual other than M/s.
_____ (name of the bidder) is authorized to quote and supply our products
for your esteemed institution against this tender.

We also hereby confirm that we would be responsible for the satisfactory
execution of supply contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than
that which we would have quoted directly.

We hereby extend our full guarantee and warranty as per the conditions of
tender contract for the goods offered for supply against this tender by the above
firm. The authorization is valid up to Tender validity.

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

Note - the Bidder shall require the manufacturer to fill in this form in
accordance with the instruction indicated. This letter of authorization should be
on the letter head of the manufacture and should be signed by a person with the
proper authority to sign documents that are binding on the manufacturer.

Yours faithfully,

Seal & Sign form Authorized Person

(Name) For and on behalf of Messrs. _____

(Name of manufacturers)/Principal.

Phone No & Email :

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Annexure V
"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:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

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Annexure VI
PRICE JUSTIFICATION

"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 in recent past. Therefore, if at any stage it has been found that the we have quoted lower rates than those quote 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.

I/We confirm acceptance of the above clauses.

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

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Annexure VII**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)

[Signature]
06/06/25

[Signature]
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[Signature]
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[Signature]
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Annexure-VIII

(May be given in this format)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Director
Rajendra Institute of Medical Sciences
Ranchi- 834009

WHEREAS _____ (Name and address of the supplier)
(Hereinafter called "the supplier") has undertaken, in pursuance of contract
no _____ dated _____ to supply (description of goods and
services) (herein after called "the contract"). AND WHEREAS it has been stipulated
by you in the said contract that the supplier shall furnish you with a bank
guarantee by a scheduled commercial bank recognized by you for the sum
specified therein as security for compliance with its obligations in accordance with
the contract; AND WHEREAS we have agreed to give the supplier such a
irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to
you unconditionally, on behalf of the supplier, up to a total of.
_____ (Amount of the guarantee in words and figures), and we
undertake to pay you, upon your first written demand declaring the supplier to be
in default under the contract and without cavil or argument, any sum or sums
within the limits of (amount of guarantee) as aforesaid, without your needing to
prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of
guarantee from the supplier before raising the demand with us. You may directly
raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms
of the contract to be performed there under or of any of the contract documents
which may be made between you and the supplier shall in any way release us from
any liability under this guarantee and we hereby waive notice of any such change,
addition or modification. This guarantee will not be changed due to change in the
constitution of the bank or the supplier.

This guarantee shall be valid up to **(twenty-six months)** from the date of
satisfactory installation of the equipment/consumables or for the date of Award of
Contract i.e. up to -- ----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

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Draft of Agreement for Successful bidder

Please read all conditions very carefully:

(The successful bidders have to execute a contract agreement on Indian non judicial stamp paper of Rs. 100/- (Rupees one hundred only))

Agreement between Supplier (Bidder) and Buyer

This Agreement is made on this [Insert Date], by and between:

1. [Insert Supplier Name], having its registered office at [Insert Address] (hereinafter referred to as the "Supplier"), which expression shall, unless repugnant to the context, include its successors and assigns;

AND

Rajendra Institute of Medical Science an Autonomous Institute under the Govt. of Jharkhand Ranchi, Jharkhand established by an Act of its Legislative Assembly hereinafter referred to as the "RIMS" represented through its Medical Superintendent (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its successors and assigns) of the OTHER PART hereinafter referred as RIMS/Second Party.

Whereas

- A. The Supplier is engaged in the business of providing reagents and related materials as specified in Tender Document.
- B. The Buyer requires reagents for its operations and desires to purchase them from the Supplier as specified in Tender Document.
- NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

1. **The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:**

- a. The Tender Form and the Price Schedule submitted by the Tenderer;
- b. The Schedule of Requirements;
- c. The Technical Specifications;
- d. Published Amendments in the tender documents
- e. The General Conditions of Contract;
- f. The Special Conditions of Contract; and
- g. The Purchaser's Notification of Award.

2. **Scope of Agreement**

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- The Supplier agrees to supply, and the Buyer agrees to purchase, reagents as specified in Tender Document and approved by purchase committee, subject to the terms and conditions of this Agreement.

3. Obligations of the Supplier

1. The Supplier shall:
 - (i) Supply the reagents in accordance with the specifications, quality, and quantities mentioned in the purchase orders issued by the Buyer.
 - (ii) Ensure timely delivery as per the timelines agreed upon in writing.
 - (iii) Provide any necessary documentation, including safety data sheets and certificates of analysis, as required.
 - (iv) Replace any defective or non-conforming reagents at no additional cost to the Buyer.

4. Obligations of the Buyer

- The Buyer shall:
 - (i) Issue purchase orders specifying the item, quantity, and delivery schedule of reagents required.

5. Delivery and Risk

- Delivery of goods shall be made by the supplier within 40 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. That the items shall be the exact specified quality, kind, description and specification as required by the end user department. Short expiry item will be rejected and those should be replaced by the supplier at free of cost.
- **Risk Purchase:** - If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our Rims, Ranchi reserves the right procure same or equivalent material from alternative sources like L2, L3, Bidder or local market purchase at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.
- The EMD/PBG shall be forfeited if supplier fails to supply the goods/equipment in stipulated time or fails to comply with any of the

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terms & conditions of the contract or fail to sign the contract. In case of repeated failure in supplying the order goods the supply order may be cancelled and bid security deposit will be forfeited.

- Chemical/Kits/Reagents supplied to RIMS must have stamp of govt. supply / not for sale on the wrappers, vials etc.

6. Regarding Quality/Supply :

- The supplier hereby guarantees that the items supplied to the Institute (purchaser) under the Contract shall be of the best quality/latest version and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender Document. The expiry/validity of the kit should be 11 months from the date of supply.
- In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced as per tender quality standards goods, without any delay. The competent authority/Purchase committee reserves all rights to reject the goods if the same are not found in accordance / conformity with the required description / specifications.
- The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.
- If the supplied item is not utilized before expiry date the supplier should undertake to replace with fresh stock of item as and when required.
- Sometimes, the manufacturing or expiry date is not mentioned in the challan, making it difficult to assess the shelf life of the reagents. In such cases, if the reagents are found to be unusable or of poor quality, the supplier agrees to replace them under this condition.

7. Confidentiality:

1. Both parties agree to maintain the confidentiality of all proprietary or sensitive information shared under this Agreement.
2. This clause shall survive the termination of this Agreement.

8. Price and Payment Terms:

- **Liquidated damage/demerge/ Penalty Clause:** Supply of material will have to be completed within 40 days or period mentioned in the purchased order. if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed

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goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited.

- Advance payment shall not be made under any circumstances.
- The payment shall be made to the suppliers A/C through NEFT/RTGS mode as per the details provided by the supplier.
- 100% Payment shall be made after successful, satisfactory and complete supply of ordered item(s) at respective site and subject to availability of funds.
- No payment will be made for goods rejected / expired items. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice. Three copies of Supplier's invoice showing contract number, goods description, quantity, unit price, GST rate, HSN code, invoice or challan number Low rate certificate GSTIN number, Tan number, DL number, and total amount should be mentioned in bill.
- Terms & condition mentioned in purchase order must be followed & applied. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by RIMS Ranchi.
- Submitting the bill will not be the criteria for immediate payment unless the rate are reasonable, justified, goods specification and quality satisfaction. Decision of the Director Rims, Ranchi will be final in this regard.
- The supplier shall not claim any interest on payments under the contract.
- No payment shall be made for rejected /expired items.
- After the supply of the above items, you have to submit the bills along with These Certificate:-
 - d. You have to give Low rate certificate, for supply items. Payment based on the actual supply order. No payment shall be made for rejected /expired items.
 - e. You have to give a certificate that the rate of GST / Tax is charging in bill is as per the state / central / inter / product / HSN Code / etc..... Are correct. However in case if it is found that wrong rate of GST / Tax has been charged, supplier will be responsible.
 - f. I (Supplier name) certify that the factory of the manufacturer of the medicine & chemical of supplier is not closed. There is no. legal Investigation going on regarding production and product quality nor it has been found guilty in the past.
 - g. **Performa attach kindly submit with Bill.**

To,
The Director
Rajendra Institute of Medical Science,
Ranchi-834009

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Sub: Payment against our invoice no. dated low rate
certificate, Manufacturer Factory status regarding certificate and GST rate
certificate.

Ref: Order no. date for supply for

Dear Sir,

In reference to above order for I certify that -
(i) "Certify that we have not supplied the products to any organization at a lower rate than
the price quoted by us during the tender /contract/agreement validity period".
(ii) "Certify that the factory of the manufacture of the medicine & chemical Product is not
closed. Also there is no legal investigation going on regarding production and product
quality not it has been found guilty in the past."
(iii) "Certify that the rates of GST Charged in the bill are correct and as per norms of
government (states /central/inter/product/HSN code). However in case if it found that
wrong rate of Tax has been charged, we will do the needful for its rectification/
reimbursement."

Product Name	GST	HSN Code

A humble request to do the needful for the processing and the release of our payments
against this order.

Thanking you

Your Faithfully
Authorized Signatory

Name:
Company Name:
Seal:
Mobile No:
Address:

9. Fall Clause:

Suppliers have to give a certificate that they are not supplying items below
this rate to any other Government Institution. Supplier should be
informing in case of price reduction and order copy will be revised
accordingly.

10. Dispute Resolution:

- **Legal Jurisdiction:** -The Hon'ble Jharkhand High Court, Ranchi alone
and no other Court will have the jurisdiction to try the matter, dispute or
reference between the parties arising out of this tender/supply
Order/contract.
- **Applicable Law:** The contract shall be governed by the laws and
procedures established by Govt. of Jharkhand/ Govt. of India, within the
framework of applicable legislation and enactment made from time to
time concerning such Commercial dealings / processing.
- Except as otherwise provided under this Contract for immediate
termination of the Contract, in the event of a disputes which may be
arising out of the execution of the tender contract, the matter will be
referred to the Purchase Committee. Appeal against the decision of the
Purchase Committee will lie to the Governing Body RIMS, Ranchi and GB

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decision shall be final and binding upon both the parties.

11. Minimum Purchase Commitment Clauses:

- Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

12. Additional Provision Audit Rights:

- During any internal audit if cost of reagent is found to be considerably higher than other institute the firm will be held responsible for the financial loss of the government funds and will be liable to pay the loss.

13. Miscellaneous:

- The Rims, Ranchi shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/ Stores/ Goods/ Items at Rims, Ranchi.
- Supplier agree to provide price justification and authorization whenever asked during the period of contract.
- Supplier confirm that whenever The Director Rims, Ranchi, India and competent authority ask for any documents and certificate related proprietorship/Tender/Price related etc (on requirement basis) for clarification etc at any time we will provide them.
- Supplier confirm that The Product and Reagent in original packing of the manufacturer and not refilled are provided by them.
- Supplier agree to follow order instruction which is given in purchase order.
- The tender validity is for 2 years. If any bidder provides an authorization with a validity period shorter than the tender period, it will be entirely their responsibility to provide a renewed certificate.
- Supplier agree to provide the same specification and terms condition point to point specified in tender document and amendments.
- The firm shall maintain sufficiency buffer stock of reagents and consumables and must ensure that due to want of reagents and other consumables the testing procedure should not be hampered even for one day.
- 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 orders on any of them.

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- To verify any or all the original documents related to this tender, at any time. (10)
- To test any or all the material supplied by the suppliers by any Govt. or Govt. approved laboratory. The report of the laboratory shall be accepted by the supplier.
- To reject any or all suppliers 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 contract for same item or different item.

14. Inspection and Acceptance:

- Inspection will be done by the duly constituted committee members nominated by Director, Rims, Ranchi and or his authorized representatives (DPC members etc) in Rims, Ranchi premises at designated place.

15. Periodicity/ Duration of Tender:

- Periodicity / Duration of Tender will be for two years from date of finalization/ Award of Contract.

16. Force Majeure :

- Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.

17. Severability:

- If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Order Process:

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- The Buyer shall issue written purchase orders specifying the reagents required, their quantities, and desired delivery dates.
- Discrepancy if any in Purchase Order should be reported within 10 days from the date of issue. In case nothing is heard within the schedule time from the supplier site, It will assume that the order has been accepted in full.

19. Term and Termination :

- The supplier shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.
- Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Purchase Committee. Appeal against the decision of the Purchase Committee will lie to the Governing Body RIMS, Ranchi and GB decision shall be final and binding upon both the parties.
- **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of Rims, Ranchi which will be at liberty to refuse if thinks fit.

20. Performance Security:

- Security Deposit of Rs.75,000.00 (Rs. Seventy Five Thousand Only) in the form of PBG for two months extra of the contract period from any Nationalized/ Schedule bank duly pledged in favour of RIMS, Ranchi & payable at Ranchi only. If the supplier fails to furnish the full security deposit after the issue of Letter of Award of Work.

21. Sample/demonstration:

- In case, the item required prior submission of sample/performing demonstration, tenderer will have to submit sample/perform demonstration of the equipment/item/consumables to the competent authority of the institute, the bidder will have to born all the expenses for the same. Non submission of sample/non performing demonstration will disqualify the bidder in any stage/ even after Purchase Order/ at any time entire contract period. The purchase order will be valid only after getting quality inspection report from end user department. The payment of the bill will be made only after the quality of each items are certified.

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Note: All Terms and condition in tender document and issued corrigendum shall also be the part of this Agreement without any change.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

For the Supplier (Bidder):

Name: _____
Designation: _____
Signature: _____
Date: _____

For the DPC/ Tender Specification Committee

Name: _____
Designation: _____
Signature: _____
Date: _____

Medical Superintendent:

Name: _____
Designation: _____
Signature: _____
Date: _____

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Arun
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