



Sanjay Gandhi Postgraduate Institute of Medical Sciences
Raebareilly Road, Lucknow – 226014
Tele: 0522-2494094 / 2494154, e-mail: hrf@sgpgi.ac.in
Hospital Revolving Fund (HRF)

Re Tender Notice to tender no. PGI/HRF/Surg-801/2022-23

E-Bids are invited in two bid system (1) Technical Bid (2) Price Bid from reputed & genuine Manufacturers / Importers / Exclusive Marketing rights holders as designated by OEM only, for executing a rate contract for rendering of **Point of Care Services (ABG)** at selected locations in the institute throughout the year irrespective of weekends and holidays along with the installation of maintenance free equipment at no cost basis against the quoted cost per test basis for a period of three years vide tender no. PGI/HRF/Surg-801/2022-23

The Tender document will be available on e-tender portal <http://etender.up.nic.in> and as well as Institute's website www.sgpgi.ac.in and can be downloaded w.e.f **25.08.2022**.

- Last date of submission of e-bid : 16.09.2022 up to 16.00 HRS.
- Date and Time for opening of e-bid : 17.09.2022 at 12.00 Noon.

The offers submitted earlier by the bidders against advertisement no. Advt. No. I/28/HRF/2022-23 will be treated as cancelled. Therefore, those who have already submitted their offer against advertisement no. I/28/HRF/2022-23 are also required to submit their offer again with proof of earlier deposited EMD but they have to deposit Tender fee.

The Director reserves the right to accept or reject any offer partially or fully without assigning any reason

ADVT. No. : I/36/HRF/22-23

Director

SALIENT POINTS OF THE NOTICE INVITING TENDER

E-Bids are invited in two bid system for rendering of **Point of Care Services (ABG)** for a period of three years. **Bids will be accepted from reputed & genuine Manufacturers / Importers / Exclusive Marketing rights holders as designated by OEM, only.** The salient features of the tender are as under:

- 1) The E-Bids should be in two bid systems: (1) Technical bid containing Tender documents & (2) Price bid containing the offered rates. Technical bid and Price bid should be submitted separately and should bear the 'Tender No. PGI /HRF /Surg-801/ 2022-23
- 2) Cost of tender document (Non – refundable): Tender Fees (Non-refundable) Rs.5900.00 inclusive of GST@18% (Rs Five thousand nine hundred only) payable by NEFT/RTGS in favour of "IHA Drug & Consumable A/c", payable in A/c no.10095235405 of State Bank of India, SGPGI Campus Rae Bareilly Road, Lucknow-226014 (U.P.), IFS Code: SBIN0007789 be accepted from bidding firm's account only. The Details of Receipt/proof of the online submission of Tender Fees must be attached alongwith the Technical Bid.
- 3) Earnest Money Deposit (Refundable):Rs.2,00,000.00 (Rupees Two Lakh only), payable by NEFT/RTGS in favour of "IHA Drug & Consumable A/c", payable in A/c no.10095235405 of State Bank of India, SGPGI Campus Rae Bareilly Road, Lucknow-226014 (U.P.), IFS Code: SBIN0007789 be accepted from bidding firm's account only. The Details of Receipt/proof of the online submission of EMD must be attached alongwith the Technical Bid.
- 4) Performance Security (Refundable): The Performance Security would be Rs. 3,00,000.00 (Rupees Three lakh only). Those vendors who will be identified for the purpose of Rate Contract will be required to deposit the performance security within 03 weeks after accepting the Rate Contract and it should be valid for a period of 42 months or the duration of rate contract, which

ever is longer, starting from the date of issue of Rate Contract. **Performance Security should be submitted in shape of TDR/FDR from a Nationalised / Scheduled Bank, pledged in favour of 'IHA Drug and Consumable A/c, SGPGIMS, Lucknow.**

- 5) **Last date for submission of e-bid:** On or before **16.09.2022 (Friday)** up to 16.00 HRS
- 6) **Date and time of e-bid opening:** The bid / offer would be opened on **17.09.2022 (Saturday)** at **12.00 Noon**, at SGPGIMS, Lucknow.
- 7) **Validity of offer:** Your offer should be valid for 365 days from the last date of submission of the bid, i.e from **16.09.2022** and if your offered rates and items are accepted for Rate Contract the same will remain valid for the entire period of Rate Contract, i.e, The Rate Contract will be valid for period of three years from the date of issue, subject to yearly renewal on the basis of performance.
- 8) At any point of time offline original documents/records (same as uploaded in Technical Bid) can be asked for verification, in case of need anytime. However it is reiterated that **ALL documents HAVE to be uploaded online at the time of initial submission and no new submission of offline documents shall be permissible.**
- 9) **Online Refund of EMD:** For online refund of EMD, following details **MUST** be provided by the bidders in technical bid (Part -1) which has to be the same account form where the EMD has been transferred. **This information is a mandatory requirement.**
 - (i) Name of the Tenderer
 - (ii) Tender Number and Name
 - (iii) Amount of EMD
 - (iv) Name of Bank and Branch
 - (v) IFSC Code
 - (vi) Name of Account of Beneficiary
 - (vii) Account number in which EMD amount is to be credited

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General Terms and Conditions of above NIT

1. List of organizations rendered services of Blood Gas Analysis by the bidder.
2. The bidder who intends to participate in the tender should first ensure that they fulfill all eligibility criteria as prescribed in the general terms & conditions of tender document.
3. The bidder uploading his / her tender would be deemed to have thoroughly read, considered and accepted all the terms & conditions. No enquiries shall be entertained in respect of acceptance or rejection.
4. Bidder should clearly state whether he / they are Manufacturer / Principal Importer / Exclusive Marketing Rights Holders as designated by OEM only.
5. Bidder shall submit the pre-requisite information as per the annexed formats. All the documents must be signed and stamped by authorized signatory.
6. Bidder would be responsible for any error and any plea for clerical/typographical error etc. would not be accepted in the e-bid document.
7. The rate contract will be governed by the conditions laid down in the tender documents .
8. Non-compliance of such conditions shall make the bid liable for cancellation.
9. Evaluation of the bids shall be done using the three stage procedure according to Quality Cum Cost Based selection (QCBS) process.

Eligibility Criteria

1. The bidder must either be the Original Equipment Manufacturer (OEM) or the Principal Importer / Exclusive Marketing rights holders as designated by OEM only
2. The bidder must have at least three years experience of providing laboratory services, during last five financial years at a medical facility with minimum 300 beds.
3. The Bidder should have achieved Minimum Annual Average Financial Turnover (for Laboratory services) of Rs. 50 Lakhs per annum during at least 3 years of the last five financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22)
4. The bidder should have Minimum 20 technically qualified manpower (minimum qualification DMLT) for running the laboratory services

Note: Bidders registered under Medium Small Micro Enterprises (MSME) for the required service / equipment will be given relaxation as per the government rules

PART '1' - TECHNICAL BID:

Bidder has to upload the following documents in technical bid (Part 1).

- I. The Checklist as per the format provided in the Tender documents (**Annexure-I**).
- II. Self attested copies of valid Manufacturer/Importer /Exclusive Marketing right holder as designated by OEM/ license of the company for rendering of the Point Care Services (ABG) is MANDATORY (**Annexure-II**).

- III. Details of items quoted by the bidder for rendering Point of Care Services (ABG) for which the rates are offered, as per the enclosed format **(Annexure-III)**.
- IV. Self declaration by the bidder that the uploaded tender documents are true and correct as per **(Annexure-IV)**
- V. Self-Declaration on Rs 100/- Non-judicial stamp paper duly notarized about lowest rate & passing on the Downward rate revision **(Annexure-V)**
- VI. Duly signed and stamped terms & conditions of proposed Rate Contract **(Annexure-VI)** should be submitted by the bidder as acknowledgement for accepting the same.
- VII. Certificate from the bidder that they have accepted all the proposed terms and conditions of Rate Contract **(as per Annexure - VII)**
- VIII. Acceptance of Terms and Conditions of tender conditions and certification that the supplied items would be GST (if applicable) paid, (as per **Annexure – VIII**)
- IX. Non-conviction/No pending conviction certificate duly Notarized by Notary for preceeding 05 (five) consecutive years on Rs.100 Non Judicial Stamp Paper **(Annexure-IX)**
- X. Institute encourages the RC holder for direct business with HRF In the situation of non compliance of above clause [9 (a)], name & address of billing agency would be informed by the RC holder after award of Rate Contract with the following details of the billing agency:
- PAN Card
 - GST Return for preceeding three years.
 - Non Conviction Certification /no pending conviction certificate attested/issued by notary for preceeding five years. **(Annexure IX)**
- XI. Self-declaration on Rs. 100/- Non Judicial stamp paper duly notarized that the bidder has not been black listed/debarred/prosecuted in the past preceeding 05 years (five years) by Central Govt./State Govt./any private Institution/organization or any CBI or vigilance case is pending against firm **(Annexure-X)**
- XII. **In case the Manufacturer and Importer Firm both participate in bidding process then the offer of manufacturer will only be entertained and the offer of other participating bidder will be cancelled and EMD submitted alongwith the tender bid will be forfeited.**
- XIII. Duly notarized documents supporting the claims of bidder with reference to all the conditions mentioned under the eligibility criteria need to be submitted **(Annexure-XI & XII)**
- XIV. **Bidder is required to furnish duly filled compliance sheet along with the detailed specifications (including brochure) of the quoted equipment.**
- XV. **Format of Price Bid (Annexure-XIII)**
- XVI. Self Attested copies of audited balance sheet & Profit and Loss Account for the years claimed under the eligibility criteria (at least 3 years of the last five financial years , FY 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22)
- XVII. Self attested copy of Registration Certificate of the bidding company.
- XVIII. The firm should submit the self attested copies of Quality Certification i.e. USFDA/WHO-GMP/CEE/COPP/EN/FDA/etc. if any.
- XIX. Self attested copy of the PAN Card
- XX. Self attested copy of the Income tax returns (ITR) for the years claimed under the eligibility criteria (at least 3 years of the last five financial years, FY 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22).
- XXI. Self attested copies of GST registration certificates.
- XXII. Specifications of the quoted item should be the same as per the details given in the tender list.
- XXIII. Conditional bids would not be entertained.
- XXIV. Each and every page or paper of the tender document which is uploaded should be serially numbered, signed & stamped by the authorised signatory of the bidder.

XXV. At the time of awarding the Rate Contract, contract awardee has to submit an affidavit to this effect on Rs. 100.00 Non-Judicial stamp paper (duly notarized) stating that contract awardee /its authorized representative:

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

Technical Specification of Blood Gas Analysis

- (i) Fully automatic equipment meant for rapid blood gas analysis including estimation of serum electrolytes and metabolites
- (ii) The equipment should be able to report following parameters in combinations as mentioned in the table no 1 below:

Measured Parameters	Calculated parameters
PCO ₂ , PO ₂ , pH, Glucose, Lactate, HCT, Na ⁺⁺ , K ⁺ , Ca ⁺⁺ , Cl ⁻	Hb, Cooxymetry, Base Excess, Anioin Gap, Osmolality, HCO ₃ ⁻

- (iii) Sample volume required should be less than 200 µl
- (iv) There should be provision for using heparinized capillaries for analyzing samples.
- (v) The equipment should analyse the parameters in less than 2 min.
- (vi) The electrodes should be maintenance free
- (vii) All the test parameters should be auto-caliberated
- (viii) Time interval for auto-calibration should not be more than 8 hours
- (ix) Third party control should be used for quality assurance at least two times (with in a period of 24 Hours) on daily basis
- (x) There should be provision of reagent level monitoring with alarm function
- (xi) Data acquisition from the equipment in portable format should be possible
- (xii) The equipment should have integrated Bar-code reader for patient samples
- (xiii) There should be facility of bi-directional interfacing
- (xiv) Data storage facility for at least 1000 patient samples should be available
- (xv) Machine should be certified by US-FDA / CE (Council of Europe) clearly stating the make and model of the equipment.
- (xvi) Suitable voltage stabilizer should be supplied with the equipment
- (xvii) There should be provision of power back up for a minimum of 30 min.
- (xviii) Design qualifications, Installation qualifications, Operational qualifications and performance qualifications should be specified and reports provided accordingly.

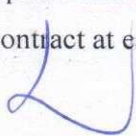
Scope of services

1. Locations and service timing: These services need to be provided throughout the year irrespective of weekends and holidays on round the clock (24×7) basis qualified technician using top end model of the equipment. Tentative locations are provided in the table no 2, below:

Location	Number of site	Number of instrument
CCM counter (Old building)	One	Two
PMSSY building	One	One
Neurosurgical ICU/OT complex	One	One
Center of Hepatobiliary Diseases and Transplantation (CHBDT)	One	One
Advance Trauma Center (ATC)	One	One
Emergency Medicine & Renal Transplantation Center (EMRTC)- Emergency medicine wing	One	One
Emergency Medicine & Renal Transplantation Center (EMRTC)- Renal transplant wing	One	One

Please note that these requirements / service locations/ number of instrument per site may be increased or decreased as per institute need.

2. Number of Instrument to be placed per site- To ensure the continuity of services at all locations, service provider should have extra equipment available within the institute to serve as backup in case of malfunction of any of the installed equipment. The backup equipment shall be of same make and model.
3. The total turn around time (from sample reception to reporting of test results) should not exceed 20 minutes.
4. Insitute shall nominate Nodal officer / coordinator(s) for coordinating all state of affairs for smooth functioining and monitoring of the provided services
5. Integration with hospital information system for raising the requisition and reporting of the results- it shall be the responsibility of the service provider along with Monitoring committee to get the ABG services included in the insitute HIS for raising the requisition and reporting of results.
6. The supplier shall be responsible for supply of all reagents, consumables and paraphernalia required for processing of the sample, reporting of the test results and HIS integration including the computer terminals, printer, printer cartridge, stationary items, etc. though out the period of contract at each location.



7. Site preparation of the provided space shall also be the responsibility of service provider. Nominated person from the prospective bidder may visit for site inspection on any working day in consultation with Sr.SPO, HRF.

Bid Evaluation criteria [Quality Cum Cost Based selection (QCBS)]: -

A three-stage procedure shall be adopted in evaluation of the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process.

Stage 1- Pre-qualification stage: following conditions should be met for considering the bid as responsive

A The Bidder should conform to all the conditions mentioned under the eligibility criteria

B The equipment quoted for rendering ABG services should meet the technical specifications

Only the bid fulfilling both the above conditions shall be considered **responsive and will be shortlisted for further evaluation as per QCBS criteria.**

Stage 2: Two step Quality cum cost based selection (QCBS) of responsive bids. The QCBS shall be define as a 70: 30 ratio for Quality score and price bid score respectively

Stage 3: Calculation of Final Score for award of contract

Stage 1: Pre-qualification stage

Sr.	Pre-qualification conditions	Documentary Evidence
A	Eligibility criteria	
1	The bidder must either be the Original Equipment Manufacturer (OEM) or the Principal Importer or Exclusive Marketing rights holders as designated by OEM for the supplied equipment.	Declaration for OEM status or Valid authorization from the OEM of being the principal importer or Exclusive Marketing rights holders as designated by OEM needs to be submitted. (Annexure II)
2	The bidder must have at least three years experience of providing laboratory services, during last five financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22) at a medical facility with minimum 300 beds.	Performance / Experience certificate from competent authority of respective establishment with clear indication about duration, nature and number of beds against which service was provided, needs to be submitted. (Annexure XI)
3	The Bidder should have achieved Minimum Annual Average Financial Turnover (for Laboratory services) of Rs. 50 Lakhs per annum during at least 3 years of the last five financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22)	CA Certificate indicating the turnover from laboratory services for the financial years claimed to meet the eligibility criteria. Audited CA certified balance sheet for respective financial years
4	The bidder should have Minimum 20 technically qualified (minimum qualification DMLT) manpower for running the laboratory services	provide details (Annexure XII)

B	Technical compliance	
1	Conformance to technical specifications of the quoted equipment and services	Compliance sheet and brochure of the quoted equipment

All bids fulfilling the above mentioned criteria shall be considered **responsive** and will be evaluated in stage 2 as per QCBS score sheet.

Two Step QCBS process:

Step1 (Quality score) of QCBS shall be calculated as under


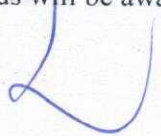

Turnover Score		
A	Annual turnover not meeting the eligibility criteria	Zero
B	Meeting the financial eligibility criteria of annual turnover of (Rs. 50 lacs per annum) for three of the last five financial years	25
C	Additional marks for turnover over and above the minimum eligibility criteria of Rs 50 lacs in each of the three claimed financial years shall be calculated as follows:- <u>Additional Marks</u> [Sum Total of Additional Turnover during all Three claimed Financial Year] x 5 50	----
Sub-Total of Technical Score (X)		B + C
Experience Score		
D	Experience not meeting the eligibility criteria	Zero
E	Meeting experience eligibility criteria for preceding three financial years	25
F	Additional marks for lab service experience over and above the minimum eligibility criteria of 300 beds in each of the three claimed financial years shall be calculated as follows:- <u>Additional Marks</u> [Sum Total of Additional beds during all Three claimed Financial Year] x 5 300	----
Sub-Total of Experience Score (Y)		E + F
Total Technical score = Turnover score (X) + Experience score (Y)		

Top five (05) ranking bids shall be eligible for opening of the price bid (Step 2 of QCBS)

If the number of bids conforming to the eligibility criteria is less than five, all bids with score more than 50 points shall be eligible for opening of the price bid.

All bids securing same scores will be given the same rank, under such circumstances the bidders qualifying for opening of price bid may be more than five.

All non-responsive bids will be awarded zero (0) points

Step 2 (Cost score) of QCBS: Price bids of qualifying vendors (as outlined above) shall be opened.

- Cost scores shall be calculated through a normalization process where the lowest bidder shall be awarded 100 points
- Scores of all other bidders shall be normalized against this.
- For example – If A is the lowest bidder who has bid 20 lac, and B and C are the other 2 bidders with bids of 40 lacs and 60 lacs, normalized scores of A shall be 100, B is taken as $(100 \times 20 / 40 = 50)$ and C is taken as $(100 \times 20 / 60 = 33.3)$ and so forth....

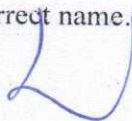
Stage 3: Calculation of Final Score

$0.7 \times \text{Total Technical score} + 0.3 \times \text{Normalized Cost score}$

Firm / bidder obtaining maximum final score will be called for techno-commercial deliberation before award of contract

Price Bid:-

1. Award of tender will be granted following the QCBS process as detailed under Bid evaluation criteria.
2. **Price bid in the prescribed format (Annexure - XIII)** duly filled, signed and stamped by the tenderer. Prices (cost per test) should be neatly typed and should be in figures and as well as in words. Any cutting / overwriting would make the Price Bid invalid. The price bid should be uploaded on etender portal in the requisite Price Bid Section.
3. Cost per test quoted should be inclusive of all components including operations & maintenance of machine, cost of consumables, manpower, govt. levies, any paraphernalia required for processing of the sample, reporting of the test results and HIS integration including the computer terminals, printer, printer cartridge, stationary items, etc. though out the period of contract at each location.
4. All quoted rates should be for one unit/one test. Rate should be mentioned in word & figure both.
5. All quoted rates should be FOR SGPGIMS, Lucknow
6. Plea of clerical error, typographical error etc. committed by the tenderer would not be accepted in any case.
7. No correspondence other than through the e-bid portal shall be entertained.
8. Price list of reagents/ consumables from the OEM must be attached duly signed and stamped by the principal firm.
9. Any conditional price bid would not be entertained and the bid will be rejected
10. All the uploaded tender documents should be duly filled and should be scanned copies of the original document. No scans from photocopied document would be entertained.
11. No tender will be accepted unless the full amount of the tender fee is paid & EMD is submitted with correct name.



12. Tenders in which the validity of the offer as per tender requirement is not mentioned will be rejected summarily.
13. Valid proof of being principal importer / manufacturer of the quoted items needs to be submitted by the bidder. If the license is under renewal, it should be confirmed that application for renewal was made within the period as per Drugs & Cosmetics Act, 1940 as amended up to date and the Licensing Authority has not deleted the item as on date.
14. The Institute reserves the right to have techno-commercial deliberation with the firm obtaining maximum score as per QCBS criteria.
15. Stores supplied to any authority other than HRF Cell will not be taken into cognizance and no bills / payment claims what so ever would be accepted against such supplies.
16. Tenderer should uphold the good business practices.
17. The Institute will retain EMD of successful bidders till submission of Performance Security as elaborated in tender documents.
18. Each & every page or paper of the uploaded tender document should be serially numbered, signed & stamped by an authorized signatory of the bidder.
19. All bids should clearly specify the bidders name & full postal address, telephone no / mobile no. mail id etc.
20. If the dates mentioned above are declared Government holiday then the date shall automatically be shifted to next working day.

Disqualification of the bid:

- i. Any deviation from the documents listed in the Tender Checklist (**Annexure-I**) of the Tender Documents would lead to disqualification of the bid.
- ii. Any action on the part of bidder to influence any official will lead to rejection of his bid.
- iii. In case any document uploaded by the bidder is found false, the bidder will be rejected and the bidder may be blacklisted by HRF. Further, in all such cases EMD of the bidder will be forfeited.



Definitions & Interpretations of different terms & terminology

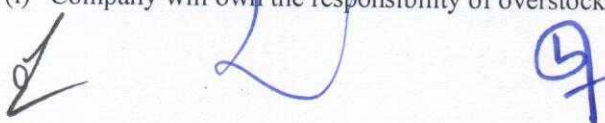
8. In this tender, the words & expression used shall have the meaning / definition / expression have in offers

- (a) Institute means Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow
- (b) Contracting Authority means the designated officers on behalf of the Director
- (c) Tenderer means any direct reputed & genuine manufacturer / Importer / Exclusive Marketing rights holders as designated by OEM in India.
- (d) "Acceptance of Tender" means the letter communicating for opening of price bid
- (e) "Rate Contract" includes the notice inviting tender, general terms & conditions, definition & interpretations, instructions to tenderers, tender acceptance and submission of declaration forms.
- (f) "Contractor" means the person, firm or company with whom the contract is made
- (g) "Inspection" means inspection carried out by the person specified in the contract
- (h) "Purchaser" means the authority accepting the tender.
- (i) "Supply Order" means an order for the supply of goods
- (j) Utilization means vendor managed Inventory where the vendor keeps the track of their items required & consumed.
- (k) Consignment basis means when the vendor keeps the approved goods at his cost & risk.
- (l) "Test" means such tests as are considered necessary
- (m) "Unit" means the unit of purchase as specified in the schedule of goods
- (n) GST" means tax payable under the GST Act on sale or purchase of goods as the case may be
- (o) Tax Invoice: Where the GST has been paid on the purchase of goods by the Institute's HRF and such goods have been sold / used in the Institute, the amount of tax paid to the vendor on the purchase of such goods shall subject to input credit of tax paid on the purchase or sale of goods under the rules. The vendor / authorized billing agency shall provide the tax invoice for availing the tax input credit.
- (p) Manufacturer means that makes the first sale of such goods after manufacturing.
- (q) Importer means the firm who makes the first sale of such goods after imports
- (r) Exclusive Marketing right holder should have authorization of OEM for being Exclusive Marketing right holder.
- (s) Purchase price means amount of valuable consideration paid or payable for purchase of goods.

9. **Supply/ installation of equipment for rendering of Point Care Services of Blood Gas Analysis.**

The company will put the machine functional at their own cost on the location elaborated in tender documents. Operation and maintenance of the machine will be whole sole responsibility of the Manufacturer/Importer. Institute shall not be responsible for the loss of machine on account of machine on account of theft / damage etc.

- (i) Company will own the responsibility of overstocking & expiry.



- (ii) Company will actively take preventive measures and inform SSPO in writing about any specific item / quantity mentioned in supply order that may lead to overstocking / expiry.
- (iii) In case of any difficulty in getting the feedback from HRF stores, you may contact SSPO (HRF) / Chairman (HRF) / Director.

You will agree that any loss of material is going to be a national loss.

Period of validity: The Rate Contract will be valid for a maximum period of three years from its issue date. The rate contract may be further extended for one year (01 year) based on performance, if required.

10. Authority to the purchase:

Any officer designated by the Institute shall be entitled to exercise all the rights and powers given in the contract.

11. Responsibility of the Tenderer for executing the contract:

The tenderer shall perform the contract in all respect in accordance with the terms and conditions mentioned therein.

12. Rate: The rate quoted by tenderer shall remain firm and fixed until the completion of contract. No price escalation would be entertained during the contract period.

- (i) All rates quoted should be cost per test basis. Bids should be neatly typed.
- (ii) Rate should be inclusive of all components including operation and maintenance of machine, cost of consumables, manpower, Government levies, services tax etc. as applicable.
- (iii) No blank space should be left.
- (iv) Tenderer must ensure that the quoted rates are inclusive of Uttar Pradesh GST as applicable. All rates quoted should be inclusive of all taxes including Central Sales Tax, UP GST as applicable.
- (v) The Institute will not own responsibilities for issuance of road permit and clearance of consignment from any road, rail, air, postal terminals etc.
- (vi) No escalation in rates (except Govt levy / tax) would be permissible.
- (vii) Tenderer should take care that the rate and amount are written in such a way that interpolation is not possible.
- (viii) Tenderer should quote the rate in words & figures both. **No alteration / overwriting should be allowed in the documents submitted by the bidder**

13. Earnest Money Deposit (EMD) & Performance Security:

- (i) **Earnest Money Deposit (Refundable):** Rs.2,00,000.00 (Rupees Two Lakh only), payable by NEFT/RTGS in favour of "IHA Drug & Consumable A/c", payable in A/c no.10095235405 of State Bank of India, SGPGI Campus Rae Bareilly Road, Lucknow-226014 (U.P.), IFS Code: SBIN0007789 be accepted from bidding firm's account only. EMD of the successful tenderers will be refunded till Performance security for the performance of the contract and will be submitted until expiry of the contract.
- (ii) The EMD of the Contract awardee s would be released after signing of Rate Contract and deposition of performance security, as the case may be.
- (iii) If the tenderer fails or neglects to observe or perform any of his/her obligations under the contract, it shall be lawful for the purchaser to forfeit the Earnest Money Deposit and performance security furnished by the tenderer.

- (iv) Performance Security for point of care services is Rs. 3,00,000.00 (three lacs only). Performance Security will be in shape of TDR / FDR drawn in favour of "IHA Drugs & Consumables A/c".

14. Change in Constitution of firm:

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

15. Inspection and sampling at the consignee's end:

- (i) Purchaser reserves the right to depute persons as may be designated by him to visit the premises of the manufacturers for ensuring that GMP(s) are observed by the manufacturers. It is also open to the purchaser to send persons as may be designated by him to inspect stores and draw samples from there before dispatch of consignment.
- (ii) In case of rejection of stores, the supplier will have to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of the fact that part of the supplied stores may have been consumed.

16. Penalty Clause:

Bidder has to render the services of blood gas without any interruption in the services at any location. Break in service/ complete failure /postponing of any procedure due to non-availability of any reagent or consumables or manpower will be penalized at a rate of Rs. 10,000.00 (Rs Ten Thousand only) per six hours per site upon recommendation of Monitoring committee.

In case of ambiguity / anomaly or non-conformance on part of RC holder towards fulfillment of rendered services as noticed by the monitoring committee, any punitive action may be taken against the RC holder including termination of RC without serving any notice period.

17. Disputes and Arbitration:

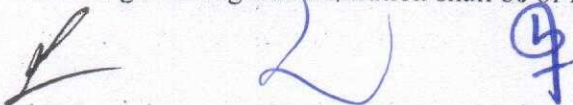
All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion failing which the matter will be referred to the Director, SGPGIMS, Lucknow for resolution whose decision shall be the final binding on the contracting parties.

- 17.1 In the event of any dispute or difference between the parties relating to or concerning the interpretation of the contract, the same shall be settled by the parties, as far as possible, by mutual discussions and consultation between themselves. The dispute shall be so settled only when the same has arisen during the subsistence of the contract. No party shall be allowed to be represented by a lawyer during any proceeding of mutual discussions and consultation.
- 17.2 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this agreement or subject thereof or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of negotiations shall be settled by mutually referring the dispute to a sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 and the award passed by him shall be binding. The cost of arbitration shall be divided equally.

The seat of Arbitration shall be Lucknow.

The language of the arbitration shall be English.

The law governing this arbitration shall be of India.



17.3 The court at Lucknow only shall have exclusive jurisdiction.

18. Laws governing the contract:

- (i) This contract shall be governed by the laws of Uttar Pradesh, India .
- (ii) The Courts of Lucknow 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.

19. Terms of payment:

19.1 Payment shall be made through cheque /RTGS on receipt of consumption report from HIS system of the Institute duly approved / certified by the appointed monitoring committee on monthly basis. Payment shall be made within 30 days of receipt of bill in HRF, with early option facility to be enumerated in the supply order.

19.2 Bill in quadruplicate and pre-receipted must be submitted along with consumption report at HRF stores. You are advice to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will no way affect the supply schedule.

19.3 100% payment shall be made on receipt of goods in satisfactory conditions and submission of Tax Invoices with the material.

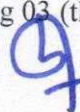
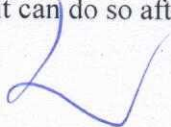
19.4 Payment will be made on 30th day from the date of submission of Tax Invoices, with early payment option facility to be enumerated in the supply order.

- i. If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
- ii. If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.
- iii. If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.
- iv. Early payment options are applicable against 100% supplies.

20 **Any variation-** in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as. Recovery / Administrative action as deemed proper.

21 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 rules and regulations from time to time.

22 **Termination of Contract:** In case any party (Institute or the company) wants to withdraw from the rate contract, it can do so after giving 03 (three) months notice in writing.



Chairman (HRF)

(To be submitted on the original letter head of the Bidder)

CHECK LIST of Essential Documents

To,

The Chairman (HRF)
Sanjay Gandhi Postgraduate Institute of Medical Sciences
Lucknow – 226 014




Sub: Tender Enquiry no: PGI/HRF/Surg-801/2022-23

Sir,

I am / we are submitting technical bid enclosing the documents as per details given below:

Sl. No.	Name of Document	Page (From)	Page (To)
1	Details of tender fees deposition with self attested receipt		
2	Details of deposition of Earnest Money deposit receipt duly self attested		
3	The bidder must have at least three years experience of providing laboratory services, during last five financial years at a medical facility with minimum 300 beds		
4	The bidder must either be the Original Equipment Manufacturer (OEM) or the Principal Importer / Exclusive Marketing rights holders as designated by OEM only (Annexure-II)		
4.1	Self attested copies of valid manufacturing/ Exclusive Marketing Rights Holding certificate/ import license of the company for quoted product is MANDATORY		
4.2	In case firm is bidding as importer, he has to submit a certificate from their principal firm that bidder is the exclusive importer for them for such items for the defined territory.		
4.3	In case firm is bidding as a manufacturer, he has to submit manufacturing licence for such item quoted in bid.		
4.4	In case the manufacturer does not participate in the tender process by bidding directly, then prospective bidder is eligible to bid only when the participating bidder is in possession of 'EXCLUSIVE MARKETING RIGHTS HOLDER CERTIFICATE' issued by the manufacturer/principal firm.		
5	The Bidder should have achieved Minimum Annual Average Financial Turnover (for Laboratory services) of Rs. 50 Lakhs per annum during at least 3 years of the last five financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22)		
6	The bidder should have Minimum 20 technically qualified (DMLT) manpower for running the laboratory services		
7	Self attested copy of EPF/ESI Registration Certificate.		
8	Format in which the details of the item quoted in Technical Bid (Annexure-III)		
9	Declaration of the Company with a certification that the uploaded documents are true and correct as per (Annexure-IV)		
10	Self-Declaration on Rs 100/- Non-judicial stamp paper duly notarized about lowest rate & passing on the Downward rate revision (Annexure-V)		
11	Terms and Conditions of proposed Rate Contract to be uploaded duly signed and stamped as per (Annexure-VI)		
12	Acceptance Certificate of Terms and Conditions of Rate Contract (Annexure-VII)		
13	Acceptance of Terms and Conditions of tender documents and certification that the supplied items would be GST paid if applicable as per (Annexure – VIII)		
14	Bidders neither has never been convicted of any offence nor pending any criminal litigation, before any court of law related to the company for preceeding five consecutive years, by any Government or Private Organization on Rs. 100 Non Judicial Stamp Paper (Annexure-IX)		
15	Self-declaration on Rs. 100/- Non Judicial stamp paper duly notarized that the bidder has not been black listed/debarred/prosecuted in the past preceeding five years by Central Govt./State Govt./any private Institution/organization or any CBI or vigilance case is pending against firm as per (Annexure-X)		
16	Performance / experience certificate from Competent authority (Annexure XI)		
17	Undertaking for providing technically qualified manpower for rendering the ABG services (Annexure XII)		
18	Format of Price bid (Not to be submitted with technical bid) (Annexure – XIII)		

19	Self attested copy of the PAN Card		
20	Self Attested copy of GST registration certificate		
21	Self Attested documentary evidence for status of firm (Memorandum of Undertaking)		
22	Self attested copy of Registration Certificate of the bidding firm/company		
23	Self attested copy of the Income tax returns (ITR) for minimum three consecutive Financial Years out of last five Financial Years w.e.f. 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21.		
24	Self Attested copies of audited balance sheet & Profit and Loss Account for minimum three consecutive Financial Years out of the last five financial years w.e.f. 2016-17, 2017-18, 2018-19, 2019-20, 2020-21.		
25	List of Institute/Hospital where the bidding company supplying the tendered item during last 12 months.		
26	The firm must submit the self attested copies of Quality Certification as asked in each category of technical specifications.		
27	Duly filled compliance sheet along with the detailed specifications (including brochure) of the quoted equipment		

(Annexure No – II)

(To be issued on the original letter head of the OEM)

(Format of desired certificate regarding declaration of status of bidder with respect to being the OEM/ Principal Importer / Exclusive marketing rights holder)

This is to certify that we, M/s _____ having
address _____ are the Original
equipment manufacturer of the quoted equipment
M/s ----- having address -----
----- are participating in the tender by virtue of being
the OEM/ the principal importer / the exclusive marketing rights holder designated
by us.

Signature and seal of
Authorized signatory from
OEM

Dated:



(Duly Notarized)
Detail of the items quoted for rendering the services

Sl.	Name of Services to be rendered	Name and specifications of the machine/ equipment with whom you will render these services	HSN Code	Name of agency for quality certification e.g.US-FDA, CEE WHO, GMP etc)
1	2	3	4	5
1.	Measured Parameters PCO ₂ , PO ₂ , pH, Glucose, Lactate, HCT, Na ⁺⁺ , K ⁺ , Ca ⁺⁺ , Cl ⁻ Calculated parameters Hb, Cooxymetry, Base Excess, Anioin Gap, Osmolality, HCO ₃ ⁻			

Note:

1. Use seperate sheet in the same format in case of need of more space.
2. Any product other than listed in tender enquiry can be quoted in seperate sheet in same format.

(Duly Notarized)

DECLARATION OF THE COMPANY

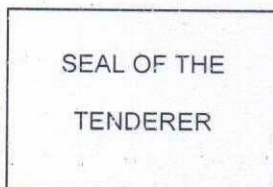
The Bidder should have to give the details of the CEO (MD), Chairman (with the Authorised Signatory of the tender Bid) such as:

- 1) Name
- 2) Tel. No.
- 3) E-mail ID,
- 4) Address

Declaration by the Authorized Signatory

It is certified that each and every page of the tender document are serially numbered, duly signed by me and the information furnished in tender document and uploaded on e-portal is **true and correct to the best of my knowledge and belief.**

Yours faithfully,



Signature

Name

Designation

Name of company (Tenderer)

Address

Telephone No.

Mobile No.

Fax No.

E-mail:

Dated:



(Duly Notarized)
HRF FORM

Ref: PGI/HRF/Surg-801/2022-23

Dated:

SELF DECLARATION FOR LOWEST RATE (Notarized)
(on Rs. 100.00 Non-judicial Stamp paper)

I, (Name of the Authorized Signatory), (Designation of the Signatory) with M/s (Name of the Company), do hereby certify that we (the company) or its subsidiaries/designated representatives have not rendered the services at a cost lower than that quoted in the Tender No. PGI/HRF/Surg-801/2022-23 to any Organization (Central/State Government Hospital/Institute) at a price lower than the price chargeable under the rate contract of the Institute.

We also undertake that any downward revision in MRP/Sale price/offer to sale to any Organization (Central/State Government Hospital/Institute, anywhere in India) of the quoted services during the entire period of Rate Contract, including any extended period, will be duly informed to SGPGIMS maximum within a month (30 days) of such price revision, and the same will be passed on to the Institute.

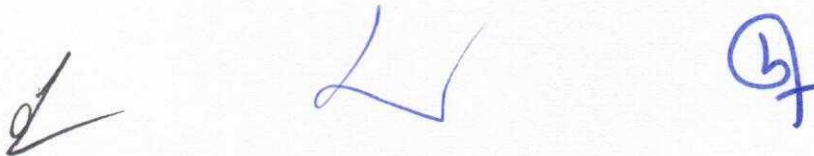
Authorised Signatory

Designation

Seal

Date:

Place:



Provisional terms and conditions of the proposed Rate contract

Phone: EPBX: 91 -(522): 2668700, 2668800

E-mail: hrf@sgpgi.ac.in

Extn. : 4094, 4154, 5506, 4168, Fax: 0091 -0522-2668327

Sanjay Gandhi Post-graduate Institute of Medical Sciences**HOSPITAL REVOLVING FUND (HRF)**Raebareli Road,
Lucknow - 226 014 (U.P.)

Ref: PGI/HRF/ Surg-801 /2022-23/RC -

Dated:

To,

Sub: Annual Rate contract for rendering of Point of care services

Dear Sirs,

In reference to tender bid for above-mentioned point of care services, your parameters as per enclosed **Annexure** are being covered under Rate Contract. The terms and conditions to govern the Annual Rate Contract are as follows:

1. RATES:

All rates quoted should be for cost per test basis including consumables along with the installation of maintenance free equipment. Bids should be neatly typed. Rates should be inclusive of all components including operation and maintenance of machine, cost of consumables, manpower, Government levies, services tax etc. as applicable. Rates should be inclusive of all components including operations & maintenance of machine, cost of consumables, manpower, govt. levies etc.

2. **Service Timing** : Eight locations throughout the year irrespective of weekends and holidays round the clock and one location 24 hours are the present requirement which may increase or decrease as per institute need. All the locations should be able to provide Blood Gas Services of all the profiles.

3. **Quality Control** – To maintain the quality of blood gas analysis bidder will run a quality control samples at the following intervals on every machine:-

- I. Normal Control-on every 24 Hrs.
- II. Low Abnormal control-on every week
- III. High Abnormal control-on every week

4. **PERIOD OF VALIDITY:** - The Rate Contract will be valid for a maximum period of three years from its issue date. The rate contract may be further extended for one year (01 year) based on performance, if required.

5. **PERFORMANCE SECURITY:** - Please submit performance security Rs 3,00,000.00 (Rupees three lakhs only). Performance security will be in shape of TDR/FDR drawn in favour of "IHA Drugs and Consumables A/C" (as stipulated in tender notice) payable at Lucknow from any nationalised bank / scheduled bank. The performance Security will have the minimum validity of two year from issuance of Rate Contract.

6. **TAXES AND DUTIES:** - Rates are inclusive of GST etc as applicable. Any price variation due to Govt. levies will be settled accordingly. In case the excise duty is being claimed excise gate pass should accompany the supplies or annotation to the effect that excise duty has been deposited. Other charges like banks charges, postage, freight, etc. will be borne by your company.

7. **PRICES:** - Rates are F.O.R. destination basis i.e. HRF Stores, SGPGIMS, Lucknow. No escalation in rates except Govt. levy/ tax would be permissible. If at any point of time or during the execution of the contract, the contractor reduces the sale price including MRP or sells or offers to sell such stores, as are covered under the rate contract, to any person / organization including the purchaser or any department of Central / State Government at a price lower than the price chargeable under the contract, he / she shall forthwith notify such reduction of sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
8. **ROAD PERMIT:** - No road permit i.e. Form 31/32, Form C or D would be provided by the Institute. It would be the sole responsibility of the supplier to affect the door deliveries at his / her own. HRF will neither own any responsibility for clearance of goods from any road, rail, postal, air terminals nor any machinery of SGPGI would be allowed for this purpose.
9. **PENALTY CLAUSE:** - Bidder has to render the services of blood gas without any interruption in the services at any location. Break in service/ complete failure /postponing of any procedure due to non-availability of any reagent or consumables or manpower will be penalized at a rate of Rs. 10,000.00 (Rs Ten Thousand only) per six hours per site upon recommendation of Monitoring committee.
10. **PAYMENT:-**
- 10.1 Payment shall be made through cheque /RTGS on receipt of consumption report from HIS system of the Institute duly approved / certified by the appointed monitoring committee on monthly basis. Payment shall be made within 30 days of receipt of bill in HRF, with early option facility to be enumerated in the supply order.
- 10.2 Bill in quadruplicate and pre-receipted must be submitted along with consumption report at HRF stores. You are advice to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will no way affect the supply schedule.
- 10.3 100% payment shall be made on receipt of goods in satisfactory conditions and submission of Tax Invoices with the material.
- 10.4 Payment will be made on 30th day from the date of submission of Tax Invoices, with early payment option facility to be enumerated in the supply order.
- i. If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
- ii. If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.
- iii. If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.
- iv. Early payment options are applicable against 100% supplies.
11. **Any variation** in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.
12. **Termination of Contract** - In case any party (Institute or the company) wants to withdraw from the rate contract, it can do so after giving 03 (three) months notice in writing.
13. **However, Rest terms and conditions** as detailed in tender documents would be applicable.
14. In view of the notification issued by the Ministry of Heath & Family welfare, Government of India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 627 (E) dated 07.10.2005; it would be sole responsibility of the Rate Contract Holder to comply with the applicable rules and regulations from time to time.
15. HRF will entertain only direct correspondence from the Rate Contract Holder.
16. It would be responsibility of the Rate Contract Holder to submit the undertaking during currency of contract by 1st week of every month to the effect that their prices have not come down during the preceding / prevailing month.
17. Name and address of billing agency will be informed by the tenderer after award of rate contract.

18. Details of services to covered:-

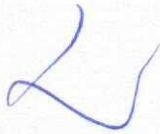
a) Rendering of Services-Blood Gas Analysis

19. In case of any difficulty in getting the feedback from HRF stores, you may contact Sr.SPO/Chairman/
Director.

Please send us your acceptance duly signed and stamped on duplicate copy of this rate contract as token of
your acceptance before execution of the first supply order and also submit the performance security.

Yours faithfully,

(Abhay Mehrotra)
Senior SPO (HRF)



(To be submitted on Original letter head of the Bidder)

To,
The Chairman (HRF)
Sanjay Gandhi P G I M S,
Rae Bareli Road,
Lucknow

Reg: Tender Enquiry no: PGI/HRF/Surg- 801/2022-23

Subject : Acceptance of Terms and Conditions of Rate Contract

Sir,

I have gone through the conditions laid down in the tender documents.

I hereby unconditionally accept the above proposed terms and conditions of the Rate Contract (Annexure-VI) in case of the same is being awarded to my firm against quoted items in this tender documents.

(Authorised Signatory)

Date:

Place:



(To be submitted on Original letter head of the Bidder)

To,
The Chairman (HRF)
Sanjay Gandhi P G I M S.
Rae Bareli Road,
Lucknow

Reg: Tender Enquiry no: PGI/HRF/Surg-801/2022-23 for Point of care services

Sir,

I have gone through the conditions laid down in the tender documents and I hereby offer to provide the services mentioned in Price Bid on cost per test basis for a period of three years.

I hereby declare that I / we will submit the bills for payment only after submission of due GST, as applicable.

I/ We agree to hold this offer open for the period of three years from the date of issuance of Rate Contract, if awarded.

(Authorised Signatory)

Name

Seal



Ref: PGI/HRF/Surg-801/2022-23

Dated:

Affidavit

(Self Declaration to be submitted by the bidder duly notarized)

This is to certify that we, (Name of Firm) having our registered office at _____, neither has never been convicted of any offence nor pending any criminal litigations, before any court of law related to the company forpreceeding five consecutive years, by any Government or Private Organization.

(Authorised Signatory)

Name

Seal

Notarized by the Notary



Ref: PGI/HRF/Surg-801/2022-23

Dated:

Affidavit

(Self Declaration to be submitted by the bidder duly notarized)

I/We, _____ (Name of Firm) _____ having our registered office at _____ (Address) _____, do hereby solemnly affirm and declare that our company has not been black listed/debarred/prosecuted in the past preceeding **five years** by Central Govt./State Govt./any private Institution/organization or any CBI or vigilance case is pending against firm.

Dated:

(Authorised Signatory)

Name

Seal

Notarized by the Notary



Ref: PGI/HRF/Surg-801/2022-23

Dated:

Affidavit

(To be provided on the letter head of the Institute/ Organization where the services have rendered)

(Self Declaration to be submitted by the bidder duly notarized)

This is to certify that M/s (Name of Firm), Address _____, GSTIN no. _____, have provided laboratory services including (Provide details of laboratory services rendered) in our Institute for a total period of from (Date) to (Date)
Total no. of Years : _____ approx.

We are satisfied by the service provided by M/s _____.

Date of Issue:

(Authorised Signatory)

Name of Issuing Authority

Designation

Seal

Notarized by the Notary

④

✓

✓

Ref: PGI/HRF/Surg-801/2022-23

Dated:

Affidavit

(Self Declaration to be submitted by the bidder duly notarized)

I/We, _____ (Name of Firm) _____ having our registered office at _____ (Address) _____, do hereby solemnly affirm and declare that our company providing manpower for running the laboratory services are having the required minimum technical qualification of DMLT.


Dated:

(Authorised Signatory)

Name

Seal

Notarized by the Notary



Format of Price Bid

Sl	HSN Code	Details of the services	Offered rates in Cost per test in INR (Only Basic Price)	GST (in %)	Total Offered Rates/cost per test (4+5)
1	2	3	4	5	6

Note:

1. Use sheet in the same format.
2. The file name should be the Bidders company name

XXXXXXXXXXXX