



Uttar Pradesh Tenders

eProcurement System Government of Uttar Pradesh

Tender Details

Date : 15-Apr-2025 06:52 PM

Print

Basic Details

Organisation Chain	DR. SHAKUNTALA MISRA NATIONAL REHABILITATION UNIVERSITY		
Tender Reference Number	ALRC Equipment ETN. 86 dtd 15/04/2025		
Tender ID	2025_SMNRU_1021618_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	DD - Demand Draft

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual /Technical	.pdf	ETender Document for Equipment Purchase
2	Finance	.xls	BOQ

Tender Fee Details, [Total Fee in ₹ * - 9,600]

Tender Fee in ₹	9,600		
Fee Payable To	Finance Officer, DSMNRU	Fee Payable At	Lucknow
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	63,500	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Finance Officer, DSMNRU	EMD Payable At	Lucknow

Click to view modification history

Work /Item(s)

Title	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF Prosthetics and Orthotics Equipment for ARTIFICIAL LIMB AND REHABILITATION CENTER				
Work Description	SUPPLY INSTALLATION TESTING AND COMMISSIONING OF Prosthetics and Orthotics Equipment for ARTIFICIAL LIMB AND REHABILITATION CENTER				
Pre Qualification Details	As per Tender Document				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	63,84,000	Product Category	Supply of Materials	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	NA
Location	ALRC, DSMNRU Lucknow	Pincode	226017	Pre Bid Meeting Place	DSMNRU Lucknow

Pre Bid Meeting Address	Registrar Office, 4th Floor DSMNRU, Lucknow	Pre Bid Meeting Date	25-Apr-2025 03:00 PM	Bid Opening Place	DSMNRU, Lucknow
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	15-Apr-2025 05:00 PM	Bid Opening Date	07-May-2025 03:00 PM
Document Download / Sale Start Date	15-Apr-2025 05:00 PM	Document Download / Sale End Date	06-May-2025 05:00 PM
Clarification Start Date	15-Apr-2025 05:00 PM	Clarification End Date	06-May-2025 03:00 PM
Bid Submission Start Date	15-Apr-2025 05:00 PM	Bid Submission End Date	06-May-2025 05:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	ETender Document	2323.86	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_1843779.xls	BOQ	349.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	wm.alrc@dsmnru.ac.in	Ranjeet Kumar	RANJEET KUMAR
2.	sa.dsmru@gmail.com	Pooja Agarwal	POOJA AGARWAL
3.	ar.dsmru@gmail.com	Brijendra Singh	BRIJENDRA SINGH

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority

Name	Registrar
Address	DSMNRU, Lucknow

Tender Creator Details

Created By	Ranjeet Kumar
Designation	Workshop Manager
Created Date	24-Mar-2025 02:22 PM



**DR. SHAKUNTALA MISRA NATIONAL REHABILITATION UNIVERSITY
LUCKNOW**

E-TENDER DOCUMENT

**E-TENDER FOR THE SUPPLY, INSTALLATION,
TESTING AND COMMISSIONING OF
Prosthetics and Orthotics Equipment for
ARTIFICIAL LIMB & REHABILITATION CENTER**

<http://dsmru.up.nic.in>

E-Tender Notice

Tender ID- 86/2024-25 Dated-15/04/2025

Public Tender

Dr. Shakuntala Misra National Rehabilitation University, Lucknow invites E-tender in Two Bid System (i.e. Technical and Financial Bid) from reputed, experienced original Manufacturer/ authorized distributors of the Prosthetics and Orthotics equipment's through on line e-procurement portal i.e. <https://etender.up.nic.in>.

The e-tender notice and Tender documents is also available on our website: <https://dsmru.up.nic.in>

Estimated Value of the Tender (approx.) : Rs. 63,84,000.00 (Rs. Sixty-Three Lakh Eighty-Four Thousand only)

Tender Fee : Rs. 9,600.00 (Rs Nine Thousand Six Hundred Only) Plus Taxes payable by NEFT/RTGS in favour of "Finance Officer, Dr. Shakuntala Misra National Rehabilitation University, Lucknow" through Demand Draft. The Details of Receipt/proof of submission of Tender Fees must be attached along with the Technical Bid during online submission and original DD alongwith hard copy of the Technical Bid.

Ernest Money Deposit (EMD) : 63,500.00 (Rs. Sixty-Five Thousand Five Hundred Only) payable by NEFT/RTGS in favour of "**Finance Officer, Dr. Shakuntala Misra National Rehabilitation University, Lucknow**" through Demand Draft. The Details of Receipt/proof of the submission of EMD must be attached along with the Technical Bid during online submission and original DD alongwith hard copy of the Technical Bid.

Performance Security : 5% of the total work order value of the successful bidder. Performance security is required to be submitted within 15 days from the date of issue of Letter of Approval (LoA).

The Registrar, DSMNRU, Lucknow reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Registrar

Critical Dates

Schedule		Date (DD/MM/YYYY)	Time (Hrs. Mins)
1	Tender Publishing date	15/04/2025	17.00
2	Document download start date	15/04/2025	17.00
3	Document download end date	06/05/2025	17.00
4	Pre-Bid Meeting	25/04/2025	15.00 Meeting Room, Office of the Registrar, 4 th Floor, DSMNRU, Lucknow
5	Seeking Clarification Start date	15/04/2025	17.00
5	Seeking Clarification end date	06/05/2025	15.00
6	Bid Submission start date	15/04/2025	17.00
7	Bid Submission end date	06/05/2025	17.00
8	Technical Bid opening date	07/05/2025	15.00 Meeting Room, Office of the Registrar, 4 th Floor, DSMNRU, Lucknow
9	Financial Bid Opening date	To be informed later to the technically qualified bidders	

Clarification of bidding documents.

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail addresses i.e. registrar@dsmnru.ac.in. The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received not later than twelve (12) days prior to the deadline for submission of bids.

Amendments in Bidding Documents

At any time till **7 (seven) days** before the deadline for submission of bids, the DSMNRU, Lucknow may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. DSMNRU shall not be responsible to notify the amendments to individual bidders. All amendments by the DSMNRU, till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

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Chapter-I

E-TENDERING INSTRUCTIONS TO BIDDERS

The bidders are required to submit soft copies of their bids electronically on the <https://etender.up.nic.in> Portal, using valid Digital Signature Certificates. The Instruction given below are meant to assist the bidders in registering on the <https://etender.up.nic.in> Portal, prepare their bids in accordance with the requirements and submitting their bids online on the <https://etender.up.nic.in> Portal.

More Information useful for submitting online bids on the Portal may be obtained at:

<https://etender.up.nic.in>

Instructions

1. Tender Bidding Methodology: Two Bid System.

- a) Technical BID
- b) Financial BID

2. Validity of Tender: The validity of the Bid Tender Document shall be for **180 days (Six Months)**.

3. Due date

The e-tender bid has to be uploaded by the due date. The offers received after the due date and time will not be considered.

4. Earnest Money Deposit (EMD)

Details are given in Annexure-XIII. The EMD is exempted in case of Micro and Small enterprises and industrial Co-operatives within state are certified as such by the commissioner and Director of Industries or by the Deputy Commissioner.

5. Fee

The Tenderer should submit the cost of tender document/ E-Tender fee and EMD through DD/Banker's Cheque in favor of The Finance Officer, Dr. Shakuntala Misra National Rehabilitation University, Lucknow.

6. Refund of EMD

(I)

- a) No interest will be paid on EMD amount.
- b) EMD will be returned to unsuccessful Tenderer only after the tender is finalized.
- c) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- d) In case of successful bidder, the EMD shall be refunded after submission of Performance Security from the scheduled bank operating in India.

(II) The bid uploaded shall become invalid if:

- 1. The bidder is found ineligible.
- 2. The bidder does not deposit original EMD with DSMNRU, Lucknow.
- 3. The bidder does not upload all the documents (including GST as stipulated in the bid document including the copy of receipt of deposition of original EMD).

7. Acceptance/ Rejection of bids

- DSMNRU reserves the right to reject any or all offers without assigning any reason.

- DSMNRU based on the requirement without assigning any reason to the bidder may split work/ scope/ bid offer in stages or in parts according to the need of work for ease of execution of work.
- DSMNRU reserves the right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.

8. Performance Security

The successful bidder shall be required to deposit **Performance Security** equivalent to 5% cost of the estimated cost of the e-tender to Dr. Shakuntala Misra National Rehabilitation University, Lucknow (Uttar Pradesh) within 15 days from the date of receipt of Purchase/ Supply Order. The **Performance Security** should be issued by a nationalized/ scheduled bank in favor of "Finance Officer, Dr. Shakuntala Misra National Rehabilitation University, Lucknow (Uttar Pradesh)" to be valid for a period of 90 days beyond the date of completion of warranty period.

9. Risk Purchase Clause

In the event of failure of supply of the item(s)/ equipment(s)/ apparatus(s)/ instrument(s)/ kits and raw-materials within the stipulated delivery schedule, the consignee has all the right to purchase the item(s)/ equipment(s)/ apparatus(s)/ instrument(s) / kits and raw-materials from the other source on the risk of the supplier under risk purchase.

10. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

- False declaration will be in breach of the Code of Integrity under Rule 18.6 of the UP procurement manual 2016 for which a bidder or its successors can be debarred for upto three (03) years as per Rule along with such other actions as may be permissible under law.

12. Broad outline of activities from prospective Bidders:

1. Procure a Digital Signature Certificate (DSC).
2. Register on the-Procurement portal <https://etender.up.nic.in>
3. View Notice Inviting Tender(NIT)on the above portal.
4. Download Official Copy of Tender Documents from the above portal.
5. May Seek Clarification with reference to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by DSMNRU Lucknow.
6. Bid-Submission on the above portal.
7. Attend Public Tender Opening Event(TOE)–Opening of Technical Part.
8. Post-TO E Clarification on the above portal(Optional)–Respond to DSMNRU Lucknow Post-TO Enquiries.
9. Attend Public Tender Opening Event(TOE)–Opening of Financial Part. (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

13. The Bidder must ensure that after following above, the status of bid submission must become – "Submitted".
14. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
15. It is advised that all the documents to be submitted are kept scanned or converted to PDF

formation a separate folder on your computer before starting online submission.

16. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Pleased on 'to change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

17. Bid submission

The entire bid-submission would be online on the <https://etender.up.nic.in> portal.

Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial)
- (ii) Submission of information pertaining to Bid Security/EMD Security Format.
- (iii) Submission of signed copy of Tender Documents/Addendums

TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

Approved:

TECHNICAL BID			
(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	Annexure
		Undertaking for Compliance of all T&C	I
1.	Technical Bid	Organisation Declaration Sheet	II
2.		Letter of Undertaking regarding Patent, copyright etc.	III
3.		Undertaking for non - Blacklisting	IV
4.		Criminal Liability Undertaking	V
5.		Details of Projects Completed During last 3 Financial Years	VI
6.		List of organisations/ clients where the same products have been supplied (in the last three financial years) along with their contact details.	VII
7.		Authorized Representative (Power of Attorney)	VIII
8.		Supporting documents in support of all claims made	IX
9.		Performa Performance Bank Guarantee	X
10.		Proforma Pre-Contract Integrity Pact	XI
11.		Manufacturer Authorization Form	XII
12.		EMD Details	XIII
13.		Technical Specification Compliance sheet as per Annexure	XIV
FINANCIAL BID			
1.	Financial Bid	Financial Bid Submission Form	XV
2.		Price bid should be submitted only in standard Bill of Quantity (BOQ) file provided in the e-tender	XVI
3.		CMC Charges	XVII
4.		Rates for spare parts/consumables/optional accessories (if Any)	XVIII

- a) Price to be quoted in the Bill of Quantities (BOQ) according to instructions provided.
- b) The bidder can quote for all or any of the equipment listed in this document.
- c) The rate shall be inclusive of all taxes, octroi, transportation (as per the location), packing, loading and unloading (at designated location), insurance, etc. and nothing shall be paid extra except GST as mentioned in BOQ.
- d) The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract and shall not be subject to adjustment on any account/circumstances. University reserves the right to increase/decrease the quantity.

The changes displayed in the corrigendum/addendum to the bid documents, particularly with the BOQ should be applicable to the bid submission.

18. Offline Submissions:

The bidder is requested to submit the signed documents offline to **The Registrar, Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow-226017** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

All pages of the tender must be duly signed, stamped and submitted. The Tender fee along with DD as EMD drawn in favour of Finance Officer, Dr. Shakuntala Misra National Rehabilitation University, Lucknow in an envelope super scribed as "EMD for " Artificial Limb & Rehabilitation" along with technical bid in another sealed envelope super scribed as "Technical Bid for " Artificial Limb & Rehabilitation Center " together sealed in an envelope super scribed with-Tender for " Artificial Limb & Rehabilitation Center " in DSMNRU must be sent to the Registrar, Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow-226017 or dropped in the box kept in the ALRC, DSMNRU, Lucknow. The bids received after the closing date will not be entertained.

19. Public Online Tender Opening Event (TOE)

Tender Opening Officers as well as authorized representatives of bidders can attend the Public Tender Opening Event (TOE).

- 20. Important Note:** In case of internet related problem at a bidder's end, especially during 'critical events' such as –a short period before bid-submission deadline, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of DSMNRU, LUCKNOW by the bidders in time, then DSMNRU, LUCKNOW will promptly reschedule the affected event(s).

21. Other Instructions

For further instructions, the bidders should visit the <https://etender.up.nic.in> portal. The complete help manual is available in the portal for users intending to register / first-time users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

- 22. Important Note:** It is strongly recommended that all authorized users of supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.
- 23.** Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 24.** The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.

- 25. The Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 26.** The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 27.** The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

Chapter-II

GENERAL TERMS AND CONDITIONS

1. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at “**Annexure-VIII**”. The bidder is responsible for the supply of goods. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period, The Registrar, DSMNRU Lucknow has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor/supplier. For supplying items at approved rates new coming firm may have to deposit the **Bid Security Declaration**. The offered rates shall be valid for the period of one year.
 2. Bidders will be required to arrange a demonstration of the quoted equipment, if desired by the technical specification committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.
 3. The model of the equipment offered should not be obsolete/out of production for next 5 years.
 4. **Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
 5. **Country of Origin**
 - I. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
 - II. The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
 - III. The country of origin may be specified in the Price Schedule
 6. **Terms of Delivery:** Delivery of the goods/ item(s)/ equipment(s)/ apparatus(s)/ instrument(s) should be made within maximum 30 days from the date of the placement of purchase/ supply order. The successful bidder must provide absolute supply schedule within 7 days from the receipt of the purchase order.
 7. **Packing, Transportation, Insurance and Receipt of Goods: -**
- A. Packing Specifications and Quality**
- 1) The marking of the Goods must comply with the Goods of the laws relating to merchandise marks for the time being in force in India.
 - 2) The packing for the Goods to be provided by the bidder/tenderer should be strong and durable enough to withstand, without limitation, the entire journey during transit, including transshipment (if any), rough handling, open storage etc., without any damage, deterioration etc. If necessary, the size, weights, and volumes of the packing cases, the remoteness of the goods' final destination, and

availability or otherwise of transport and handling facilities at all points during transit up to the final destination shall also be considered.

The quality of packing, the manner of marking within & outside the packages, and accompanying documentation shall strictly comply with the 'Technical Specification and Quality Assurance' and in the contract. If the packing requirements are amended due to any amendment to the contract, the bidders/tenderers shall comply accordingly.

Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums, and wrappings) in which the bidders/tenderers supply the Goods shall be considered non-returnable and their cost included in the contract price.

B. Packing instructions

Unless otherwise mentioned in the letter of award, the bidders/tenderers shall make separate packages and mark each package on three sides with the following with indelible paint of proper quality:

- a. An iconic graphical mark to visually identify a particular consignment.
- b. Name of the Procuring Entity; contract number and date
- c. brief description of Goods including quantity.
- d. the gross weight of the package
- e. Serial number of this package and the total number of packages in the consignment
- f. Packing list reference number
- g. Country of origin of goods
- h. Consignee's name and full address and
- i. Bidder/tenderer's name and address

All the packing should be strong enough to withstand rough handling during loading unloading and transporting. Fragile articles should be packed with precaution and should bear the marking like 'Fragile/ Handle with care/this side up, etc.' All delicate surfaces of item(s)/ equipment(s)/ apparatus(s)/ instrument(s) should be carefully protected and painted with protective paint/ compound and wrapped to prevent rusting and damage.

Attachments and spare parts/ goods and small pieces/ kits and raw-materials should be packed with adequate protections and wherever possible should send along with the major items. Each item should be tagged so as to identify it with the main equipment and part number and reference number should be indicated.

All protections and threaded fittings should be suitably protected and covers should block the openings.

C. Transportation

a) Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or trans-shipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods to the Consignee Site destination through under CIP (Named port of destination) to DSMNLU Lucknow terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier. In case the National Carrier is not available, any other airlines available for early delivery may be arranged. The Payment incurred in airlifting the goods shall be borne by the bidders/tenderers.

b) Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard, the supplier will arrange transportation of the ordered goods as per its own procedure up to Consignee Site (i.e. Artificial Limb and Rehabilitation Centre, Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow-226017, UP).

a) Insurance: -

b) For delivery of goods / Equipment at the Purchaser/Consignee premises, the insurance need to be obtained by the Supplier in an amount equal to 105% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance should be valid for a period of not less than 3 months after installation and commissioning. If orders placed on CIF/CIP basis, the insurance should be up to DSMNRU, Lucknow accordingly.

c) The Supplier should make all arrangements towards safe and complete delivery at DSMNRU, Lucknow. Such responsibility on part of the supplier will include taking care of insurance, freight, octroi, state level permits etc. as applicable.

d) The supplier should also take care of transit insurance, comprehensive insurance or any other insurance which have direct bearing on the delivery of the items / equipment at DSMNRU, Lucknow.

e) It is the total responsibility of supplier to complete all formalities to transit of goods/equipment from the place of dispatch to DSMNRU, Lucknow.

f) The bidder should ensure that no person can engage in the business of a common carrier unless he has granted a certificate of registration to do so for supply of items at DSMNRU, Lucknow.

g) The transportation of goods/equipment through unregistered common carrier is illegal. The bidder should ensure to comply the carriage by latest Road Act and any other relevant mode.

h) The supplier will keep DSMNRU, Lucknow informed about various stages of deliveries & installation.

8. Spare Parts: The separate price list of all spares and accessories and consumables, if any, (including minor) required for maintenance and repairs in future after guarantee/warranty period must be uploaded in the Format given at "**Annexure-XVIII**" failing which quotation will not be considered.

9. Unloading and Unpacking

Unless specified otherwise in the purchase order, unloading and storage of the same at the designated place should be undertaken by the supplier. The unpacking of the materials should also be arranged by the supplier.

10. Tender Prices

a) Prices should be inclusive of charges for delivery of equipment at the sites specified in the scope of work section of this tender document, and are to be quoted in Indian Rupees only.

b) The prices should be inclusive of current GST, excise duty, freight, insurance, etc. Further if there is any change in the GST by Govt. of India, then the same shall be applicable on presentation of the proof. No change due to devaluation of Rupee shall be entertained.

c) The prices must be quoted in the standard Performa (BOQ) given in Financial Bid failing which the Bid would be treated as unresponsive.

Additional information and instruction on Duties and Taxes:

a) Goods and Services Tax (GST) as per GST Act 2017: If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately in their GST Compliant Invoices. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

- b) Unless otherwise specifically indicated in this Tender document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

11. Indian Agent

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described above, shall also furnish the following information:

- a) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (i.e. DGS&D).
- b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- c) The details of the services to be rendered by the agent for the subject requirement.

Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

- d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business required to be enclosed.
- e) Principal's/Manufacturer's Original Performa Invoice with the price bid must require to be provided.

- 12. Firm Price:** -Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote Schedule of Requirement wise unit price and total price with applicable Taxes and Expenditures. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

13. Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.)

- i. Comprehensive Warranty should be for a minimum period of Five (05) year/as per specification from date of successful installation of goods/ item(s)/ equipment(s)/ apparatus(s)/ instrument(s) at the DSMNRU, Lucknow. The warranty should be comprehensive on site/DSMNRU, Lucknow. Supplier should give a written information (about the Engineers/technical representative name and cell numbers) before handing over of the goods/ item(s)/ equipment(s)/ apparatus(s)/ instrument(s) to the Consignee and to the end client's nominated representative/s to attend the issues related to the warranty of the goods/ item(s)/ equipment(s)/ apparatus(s)/ instrument(s), supplied under the contract.
- ii. Tenderer will submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least **5 years** after the guarantee/warranty period.
- iii. The manufacturer will give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next **5 years** and undertake to provide the same to

the institute at no extra cost. Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.

- iv. Guarantee/warranty to the effect that before going out of production of spares parts, the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
- v. The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blue-prints and drawing of the spare parts if and when required in connection with the equipment.
- vi. **The supplier warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc.** that the Equipment/Stores supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the Equipment/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.
 - No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - Comprehensive Warranty as well as Comprehensive Maintenance contract should be inclusive of all accessories.
 - Replacement and made for all spares for identification like printing of installation and repair dates.
- vii. Upon receipt of such notice, the supplier should within 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The supplier shall take over the replaced parts / Equipment / Stores after providing their replacements and no claim, what so ever shall lie on the purchaser for such replaced Parts/Equipment/Stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions. The period for correction of defects in the warranty period is 02 days.
- viii. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X7X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- ix. During Warranty period, the supplier is required to visit at consignee's site at least once in 3months commencing from the date of the installation for preventive maintenance of the Equipment/Stores.
- x. The tenderer hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/Warranty that the said goods / equipment / stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows: -

- a. Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales services.
- b. It is specifically required that the tenderer will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.
- xi. The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

14. CMC for 5 Years period after completion of 5 Years on site free of Cost Warranty: -

The bidder will give an onsite guarantee/ warranty for trouble free functioning and maintenance of the facility for **5 Years** including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a performance bank guarantee for 5% of the cost of the Purchase Order for the period of warranty plus **3 months** indemnifying the university against all losses incurred by the university during the warranty/maintenance period in the format given at **"Annexure-X"**. This has to be submitted after satisfactory installation along with the bills. The firm shall also quote for CMC charges which is applicable for the next **5 years** after expiry of the comprehensive warranty period of **5 years** in the **"Annexure-XVII"** for each Equipment/item.

- 15. The bidder should quote rates of optional accessories/consumables/spares as per **"Annexure XVIII"** and the rates should be valid till the validity of the contract.
- 16. Bidders are required to quote strictly as per specification of the equipment. Deviation to specification must be brought out clearly giving deviation statement in **"Annexure-XIV"**.
- 17. Additional features (in case of equipment), if any, should be listed separately in the offer.
- 18. The bidder should submit an undertaking for acceptance of Terms & Conditions **"Annexure-I"** to the effect that they have necessary infrastructure for maintenance of the equipment and will provide accessories/spares as and when required by the indenter for **05 years** after expiry of the Warranty period.
- 19. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.
- 20. **Points needed to be kept in mind by Tenderer while preparing Bid and Quoting prices in this E-Tender Enquiry: -**
 - I. No increase in quoted price and change in quality of product will be allowed during the validity of Rate Contract period.
 - II. Bidder will quote firm rates inclusive of all Taxes& expenditure up to F.O.R. to DSMNRU Lucknow basis. No condition like discount in price, free goods/ incentives will be accepted towards finalization of the tenders. Rates should be according to a unit e.g. cost per equipment/item and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
 - III. No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.
 - IV. **Applicability of Anti-Profiteering Rule under GST Act 2017:** - No item should be quoted with price more than the **M.R.P.** by any Supplier to DSMNRU Lucknow. The MRP is required to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The

prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency. The Anti-Profiteering Rule under GST Act 2017 is applicable against this E-Tender Enquiry on which the Supplier Agency should have mandatorily to pass on the benefit due to reduction in rate of tax to the DSMNRU Lucknow by way of commensurate reduction in their prices. If any Supplier Agency/tenderer found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to DSMNRU Lucknow), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.

- V. **Fall Clause:** If at any time during the execution of the contract, the Bidder/tenderer/Manufacturer/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central/state Government or any other organizations at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify the Registrar, DSMNRU Lucknow. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the items supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to DSMNRU Lucknow by the Bidder or DSMNRU Lucknow will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
21. The Registrar, DSMNRU Lucknow has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. university/Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.
22. **Delayed Delivery: -**
If the delivery is not made within the due date for any reason, the Consignee will have the right to impose penalty @ 1% per week and the maximum deduction is 10% of the contract value / price. Once the maximum time is reached, DSMNRU has the right to terminate the contract/cancellation of purchase order without any liability to cancellation charges and encase the submitted performance security.
23. **Inspection and Tests**
Inspection will be done by the duly constituted committee members nominated by the competent authority, DSMNRU Lucknow and or the authorized representatives in DSMNRU Lucknow premises at designated place. Any cost incurred for carryout the inspection/testing etc., shall be borne by Supplier Agency.
Inspection and tests prior to dispatch of goods/equipment/instruments/apparatus and at final acceptance are as follows: -
- a) After the goods/equipment/instruments/apparatus are manufactured and assembled, inspection and testing of the goods should be carried out at the supplier's plant by the supplier, prior to dispatch to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet has to be issued to this effect and submitted along with the delivery documents. Consignee/Purchaser, or other such person nominated by the Consignee/Purchaser from the university may inspect the material and testing if required at vendor's premise. The location where the inspection is required to be conducted should be clearly indicated by the bidder after confirmation of the order.
- b) The acceptance test will be conducted by the Consignee/Purchaser, or other such person nominated by the Consignee/Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications, supplied

data sheet and quality. There should not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the kits and raw-materials equipment is expected to occur. The Supplier should maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Consignee, the successful completion of the test specified.

- c) In the event of the ordered item failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance test, failing which the Consignee reserve the right to get the equipment replaced by the Supplier at no extra cost to the Consignee.
- d) Successful conduct and conclusion of the acceptance test for the installed goods/ kits and raw-materials /equipment should also be the responsibility and at the cost of the Supplier.
- e) The time taken for pre-dispatch inspection is inclusive of the scheduled completion time of the delivery & installation of the equipment/ kits and raw-materials. Only the equipment/ kits and raw-materials certified by the Consignee/Purchaser should be dispatched to the consignee.
- f) The Supplier/manufacturer should display sample Item/ kits and raw-materials for verification of the equipment by Consignee/ purchaser before technical committee (if required)/ production of the same in bulk if required.

28. Defective Equipment

- a) If any of the equipment supplied by the Tenderer is found to be sub-standard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part/ kits and raw-materials. The prices of such equipment/ kits and raw-materials should be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made.
- b) All damaged or unapproved goods/ kits and raw-materials should be returned at suppliers cost and risk and the incidental expenses incurred thereon should be recovered from the supplier. Defective part in equipment/ kits and raw-materials, if found before installation and/or during warranty period, should be replaced within 30 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions Dr. Shakuntala Misra National Rehabilitation University, Lucknow (Uttar Pradesh) should consider "Blacklisting" the Supplier.

29. Right to Use Defective Goods

- a) If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods/ kits and raw-materials proves to be unsatisfactory, the Consignee will have the right to continue to operate or use such goods/ kits and raw-materials until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Consignee's operation.
- b) Replacement of Goods broke, damaged or short: In the event of any material or part thereof found broken or damaged or received short during transit or during installation or Commissioning or testing at site, before commissioning in service, the suppliers should replace the same free of cost. However, Dr. Shakuntala Misra National Rehabilitation University, Lucknow (Uttar Pradesh) will recover amount equivalent to the cost of such damaged / broken / short supplied materials and will repay when actual replacement is given.

- c) Substitution and Wrong Supplies: Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods/ kits and raw-materials should be returned to the supplier at their own cost and risk.

30. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

31. INCIDENTAL SERVICES: -

The supplier shall be required to perform the following services at Consignee Site:

- a) Installation & commissioning, Supervision and Demonstration of the Equipment/Goods
- b) Providing required jigs and tools for assembly, minor Civil/Electrical/Plumbing/any other needed engineering works etc. required for the completion of the installation.
- c) Training of Consignee's Staff, operators etc. for operating and maintaining the Equipment/Goods
- d) Supplying required number of operation & maintenance manual for the goods.
- e) Arranging the shifting/moving of the item to their location of final installation within DSMNRU, Lucknow premises at the cost of supplier through their representatives.

32. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS

The supplier shall send all the relevant dispatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

The usual documents involved and the drill to be followed in general for this purpose are as follows: -

A) For Domestic Equipment/Goods, including Equipment/goods already imported by the supplier under its own arrangement: -

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract/purchase Order, the complete details of dispatch and also supply the following documents to them by registered post / speed post / courier (or as instructed in the contract):

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Certificate of origin for goods of foreign origin;
- (iv) Insurance Certificate.
- (v) Manufacturers/Supplier's warranty certificate
- (vi) In-house inspection certificate.

B) For Equipment/goods imported from abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract/Supply Order, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit

- Price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Air way bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the dispatched equipment issued by recognized/reputed agency
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival to the Consignee site.

33. Taxes, Duties, Incidental Services and Warranties: -Supplier shall be entirely responsible for all taxes, duties, fees, levies, incidental Services, Warranties etc. incurred until delivery of the contracted goods to the purchaser.

34. Terms and mode of payment: -

A. Final Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner: -

a) On delivery (Preferably within 1-month time of "Consignee Receipt Certificate (CRC)" and subject to submission of following documents):

Seventy percent (70%) payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

1. Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount
2. Two copies of packing list identifying contents of each package
3. Inspection certificate, if any
4. Insurance Certificate, if any
5. Certificate of origin for imported goods
6. Consignee Receipt Certificate in original issued by the authorized User Department representatives/ Concerned Stores Representative of the consignee

b) On Acceptance (Preferably within 3-month time of "Final Acceptance Certificate (FAC)" and Subject to submission of following documents):

Balance Thirty percent (30%) payment would be made against 'Final Acceptance certificate(FAC)' of Equipment/Goods to be issued by the User Department of the Consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated Official of the consignee after installation, commissioning, testing and Four to Six weeks of successful trial run of the equipment in the User Department.

c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the supplier on proof of final installation, commission and acceptance of equipment by the consignee. All should be inclusive in the quoted price of the Bidder, in later stage, DSMNRU Lucknow will not pay extra amount on account of any such costs/items to any Bidder.

d) Payment of Site Modification Work, if any:

Site Modification Work payment will be made to the bidder/ manufacturer and shall not be subject to further escalation/exchange variation. This will be paid on proof of final installation,

commissioning and acceptance of equipment by the consignee within the price quoted in the price Schedule and approved by DSMNRU Lucknow means DSMNRU Lucknow will not pay any extra amount for any work beyond the approved prices to any bidder.

e) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on the last Quarter of the 6th Year onwards on year to year basis after satisfactory completion of said 5 Year free of Cost Warranty period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 5% of the cost of the 5 Years CMC Value as per contract in the prescribed format given at " **Annexure-X** ".

The supplier shall not claim any interest on payments under the contract.

B. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

C. The payment shall be made in the currency/currencies authorized in the contract.

D. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

E. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

F. While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

G. In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions: -

- i. The supplier will make Equipment/good for any defect or deficiency at the consignee(s) may report within six months from the date of dispatch of goods.
- ii. Delay in supplies, if any, has been regularized subject to deduction of applicable LD.
- iii. The contract price where it is subject to variation has been finalized.
- iv. The supplier furnishes the following undertakings:

I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, short age or defects in the supplied. I/We__agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

35. Taxes

Suppliers should be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Consignee.

36. User List

Brochure detailing technical specifications and performance, list of industrial/educational establishments etc. where the items have been supplied must be provided.

37. Termination for Default

The Consignee should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the Supplier fails to deliver any or all of the Goods/ kits and raw-materials within the period(s) specified in the order, or within any extension thereof granted by the Consignee; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Consignee has engaged in corrupt or fraudulent practices etc. in competing for or in executing the Contract.
- d) For the purpose of this Clause:
 - **“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.
 - **“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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
 - In the event the Consignee terminates the Contract in whole or in part, the Consignee should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier should be liable to the Consignee for any excess costs for such similar Goods or Services. However, the Supplier should continue the performance of the Contract to the extent not terminated.

38. Negotiations

If required, negotiations will be held at DSMNRU, Lucknow. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial and other terms and conclude a legally binding agreement.

39. Others: -

Technical Evaluation Committee/Procurement Committee and other committees as constituted by the Competent Authority, DSMNRU Lucknow will decide regarding approval of Items, Rates and Quantities required to be procured (i.e .increase/decrease) for different categories of Equipment/items as per requirement of DSMNRU Lucknow basis. Decision of the Competent Authority, DSMNRU Lucknow will be final and binding to all parties.

Any Tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agencies without prior written consent of the Registrar, DSMNRU Lucknow. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Tenderer shall be forfeit by DSMNRU Lucknow.

The DSMNRU Lucknow shall not be responsible for any financial loss or other damaged 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 DSMNRU Lucknow.

40. Force Majeure: -

Any failing or omission to carry out the provision 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 arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lookouts 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 or insurrection, provided that notice of the occurrence of any event 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.

41. Disputes and Arbitration: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the competent authority, DSMNLU Lucknow for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

42. Law Governing the Contract and Jurisdiction

The contract should be interpreted in accordance with the laws of the Union of India. Any legal dispute arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located at Lucknow (Uttar Pradesh).

43. Performance Security Deposit: -

The successful Bidder will be liable to deposit 5% of value of the Contract/Purchase Order as Performance Security Deposit in favor of "Finance Officer, DSMNLU Lucknow" by way of "Performance Bank Guarantee in the format given at **"Annexure-X"/Fixed Demand Receipt"** from Scheduled Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5 years warranty period + 3 months (valid for i.e. **63 months**), subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. For CMC after expiry of warranty period, the 5% CMC Security Deposit of CMC Value of Equipment shall require to be deposited by the Bidder to DSMNLU Lucknow in the format given at **"Annexure-XVII"**.

44. Recovery of Excess Payment Made to Supplier Agency: -

If a result of post payment audit any over payment is detected in respect of any supply/work done by the supplier Agency or alleged to have been done by the Agency under this E-Tender Enquiry, it shall be recovered by the Institution from the Agency and Agency is liable to deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order from DSMNLU Lucknow within 30 days' time period as and when they will receive written request from DSMNLU Lucknow in this connection.

45. Responsibility of Supplier Agency for Providing Copies of Relevant Records: -

The Supplier Agency shall provide the copies of relevant records during the period of contractor otherwise even after the contract is over as and when asked by DSMNLU Lucknow.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or university functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

46. Exclusive Right: The Registrar, DSMNLU, Lucknow, India

The Registrar, DSMNLU Lucknow, India has the full and exclusive right to accept or reject,

increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.

47. Any other terms and conditions shall be as per Uttar Pradesh Procurement Manual-2016.

48. Acknowledgement

It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

Dated:

Place:

Signature of Tenderer

Chapter-III

Eligibility Criteria for bidders

1. Original Equipment Manufacturer or their Authorized dealers are eligible to participate in the tender.
2. Authorized Representatives: Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:
 - (i) Their principal manufacturer meet shall the criteria above without exemption, and
 - (ii) The principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of the tender; and
 - (iii) The bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st Mar 2024.
3. Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
4. Signed and scanned copy of GST Registration and proof of latest quarter GST returns filed copies by the participating Bidder Company.
5. Signed and scanned copy of PAN Card in the name of firm/company.
6. Signed and scanned copy of certification from CA as a proof for filling Income Tax Return of the firm/company for the last three financial years (i.e. Financial Years-2021-22, 2022-23 and 2023- 24).
7. Signed scanned copies of certification from CA as a proof for turnover for last three Financial Years (i.e. for FY 2021-22, 2022-23 and 2023- 24). The Turnover of the Bidder Company for participating in this E-Tender Enquiry must be more than **Rs. 19,15,200.00/- (Rupees Nineteen Lakh Fifteen Thousand Two Hundred Only)**. For this purpose, a scanned copy of Letter duly certified by the Chartered Accountant/Company Secretary for clearly mentioning the above three FY's Turn-over Figures must upload for necessary references by the Bidder.
8. List of Name of the Organizations and their contact details where the similar nature Items previously supplied by him as asked in Schedule of Requirement against this E-Tender Enquiry by any interested bidder for Bidding items to any Government organizations/universities/Hospital/Institute/PSU's/OtherreputedInstitutionsin India in Last Three Financial Years (i.e. 2021-22, 2022-23 and 2023- 24)must require to be uploaded .If any Bidder will not upload the requested List of above requested information in respect of Items asked in this E-Tender Enquiry of the requested FYs, their bid is liable for rejection.
9. The bidder (*manufacturer or principal of authorized representative*) should have regularly for at least the last *three* years, ending 31st March 2024 manufactured/supplied the equipment mentioned in Schedule of Requirement.

10. Singed and attested legible scanned copies of at least one number of previous purchase order Copies for each of participating item, which has been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2021-2022 to FY-2023-2024 for pre-qualification bid evaluation purpose.
11. Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.
12. Signed and scanned copies of dully filled Performa as given in annex-...of at least four numbers of technically qualified professionals having experience for not less than three years for installation and maintenance support.
13. The Bidder/OEM (themselves or through reseller (s), Should have executed project for supply and installation/commissioning of same or similar Category Products during preceding 3 financial years as on opening of bid.
 - a. Single order of at least 80% of estimated bid Value: or
 - b. Two orders of at least 50% each of estimated bid value: or
 - c. Three orders of at least 40% each of estimated bid value. Satisfactory Performance certificate issued by respective Boyer Organization for the above orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

14. Compliancy Certificate

This certificate must be provided indicating conformity to the technical specifications.

Notwithstanding anything stated above, the consignee reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of Dr. Shakuntala Misra National Rehabilitation University, Lucknow (Uttar Pradesh).

Chapter-IV

Schedule of Requirement

The Scope of work Includes:

Providing Equipment to the Artificial Limb and Rehabilitation Centre, DSMNRU Lucknow based on Technical Specification and international standard specifications with keeping in mind the following essential requirement to participation in this Tender document: -

1. We are looking for reputed well known Manufacturer's/Authorized Distributors/ Authorized Dealers/Authorized Supplier companies, who will supply the high quality Equipment/Instruments as per the Technical Specification and Standard mentioned in Schedule of requirement at DSMNRU Lucknow.
2. Companies well known in the line of manufacturing/Authorized Distributor/Dealer of the Equipment/Instruments/ should only quote due to as per our requirement the supply Delivery time is 30 Days only after the issue of LOA/Purchase Order.
3. The Equipment as required for Artificial Limb and Rehabilitation Centre, DSMNRU Lucknow given in requirement schedule may be purchased immediately and Tenderer should be brought on site for demonstration of instrument /Equipment for display if directed by the Technical Evaluation Committee during evaluation comprising the Subject Experts duly constituted by the Competent Authority for Procurement of required Equipment/Instruments for Centre functioning. The cost for organizing demonstration at DSMNRU Lucknow shall bear by Tenderer.
4. Bidders will be required to arrange a demonstration of the quoted Instrument/equipment, if desire by the technical specification committee. Cost of organizing such demonstration shall be borne by the bidder
5. The quantity intimated with this tender may vary in future (i.e. increase/decrease) and successful L-1 Agency is liable to supply the required number of equipment on their accepted and approved rates to DSMNRU Lucknow. DSMNRU Lucknow, will not pay any extra amount to any Bidder Company beyond the accepted price.
6. The required in-situ works like minor Electrical/Plumbing/Civil/any other Engineering Works, any accessories, consumables for three-month period, if any required for Equipment/Instrument installation for making it operational at client site, will carried out and borne by the Successful L-1 Agency, and for this purpose no extra payment, what so ever will not be paid by DSMNRU Lucknow to any Agency.

Technical Specifications

Sl. No.	Name of the Equipment	Minimum Specification
01	Advance Table Saw	Dimension (Minimum): 72.4 cm X 98.4 cm X 33.3 cm, Max Cutting Capacity: 90*:93mm(3-5/8"), 45*:64mm(2-1/2"), Cutting Disc Size: 255mm (10 inch), Saw Blade Bore Diameter:255mm, Blade Size: 10 inch, No Load Speed: 4300 RPM
02	Computerized Universal Testing Machine	Display: 16 X 2 line alphanumeric LCD display with back lit, Transducers: Load cell/ Pressure Transducers/Transmitters for Load & Optical Encoder for Displacement, Extensometer connectivity, Computer Interface: Through RS232 C Connectivity, Calibaration: Auto, Output & Input: 4 Relay outputs & 4 digital inputs, Function mode: Unit conversion & peak hold function, Test conducted: Tensile Test, Compression Test, Shear Test, Bending Test, Flexural Strength Test, Peel Test, S bending Test, Graph plotting: Load v/s Displacement, Displacement v/s Time, Stress v/s Strain, Load v/s Time, Load v/s Deflection, Machine capacity: 50 KN X 0.1 kg, Testing range: 20 KN or 200 Kg, Speed: variable from 0.5 to 50mm/minute, Traverse; 0 to 500mm, Motor: Servo motor. Latest computer intel Core i7 processor, DSD IPS Display, 32 GB RAM (Expandable), Software, 1 TB SSD, ColorJet Printer – A4 Laser Printer.
03	Computerized Wheel Chair Pressure Mapping Pad	Size: 18" X 18" X .02", Sensing Area: 16" X 16", Pressure Range: 1-30 PSI, 2000+ individual sensing elements to provide accurate, high-resolution readings, Antiskid Materials, Laptop with intel Core i7 processor, DSD IPS Display, 8 GB RAM, 1 TB SSD, ColorJet Printer – A4 Laser Printer, Software
04	Fatigue Testing Machine for prosthetic device testing	Dimension: 750mm X 400mm X 920mm, Max. Load: 5KN, Accuracy: 0.5grade, Effective load range: 0.2% - 100% FS, Test speed adjusting range: 0.001-500mm/min, Speed accuracy: 0.50%, Test force value for resolution: 1/250000 of Max. force, Deformation measurement range: 0.2-100% FS, Deformation measurement error: less than 0.5%, Deformation of the resolution: 1/250000 of the Max. deformation, Data acquistion frequency: 100times/sec. used for prosthetic device fatigue testing such as foot, knee etc.
05	Human Skin, Human Bone,	High quality PVC material, Dimension: 20 cm X 12 cm

	Human Muscle, Human Nervous System Anatomical Model	X 12 cm
06	Human Mannequin for Display Room	Height: Approx. 72 inches made up of high quality Polypropylene (PP) material & equipped with stable metal base & heavy duty rod
07	Casting table for Prosthetic use	<ul style="list-style-type: none"> • Top - 31 in. (79cm) wide x 73 in. (185cm) long • Motion 1 - Electric Height: 17 in. - 35 in. (43-89cm) • Motion 2 - Lift-Assist Backrest: 0°-90° • Motion 3 - Manual Leg Section 10 to -90° • Foot Control - Controls all powered movements • Weight Capacity - 550 lb (250kg) • Product Weight - 200 lb (91kg) • Padding - 2.5" (6cm) Comfort Foam® • Fabric - Premium • Side Rail specify side - 23.5" (60cm) long x 6" (15cm) tall (from surface of the table) • Warranty - 3 years comprehensive
08	Vacuum Press for Insole and foot orthosis	Inner Working area dimensions- 450mm X 410 mm Outer Chamber size 600mmX560mmX190cm Height
09	Digital Scoliosis measuring tool (Scolio-meter)	Measurement device for the diagnosis of dorsal scoliosis, a portable device with a spinal contour and a metal ball insert for measuring spinal alignment. Measuring Range: 0-30°
10	Palm LLD (Limb Length Discrepancy) gauge	measuring a patient's skeletal alignment and assessment of LLD
11	Human pelvis, Hip Joint, Knee Joint & Ankle Joint Model	Height: 24 cm, coloured ligaments, muscle origin & insertion point, detachable
12	Human Shoulder Joint, Elbow Joint & Wrist Joint Model	Height: 24 cm, coloured ligaments, muscle origin & insertion point, detachable
13	Human Hand Model	Height: 22 inches, coloured ligaments, muscle origin and insertion pint, detachable

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

(To be executed on Rs.100/- Non-Judicial Stamp Paper duly attested by Public Notary)

**To
The Registrar,
DSMNRU, Lucknow, India
Sir,**

1. The undersigned certify that I/we have gone through the 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 submission date and 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 Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow, Uttar Pradesh-226017, India to supply the approved awarded Equipment/ Instruments/ Apparatus/ items in the approved prices to DSMNRU Lucknow.
3. The articles shall be of the best quality and of the kind as per the requirement of the university. The decision of the Registrar, DSMNRU Lucknow, India (hereinafter called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. Performance security 5% of the cost of the supply value shall be deposited by me in the form of FDR/ Bank Guarantee in the name of Registrar, Dr. Shakuntala Misra National Rehabilitation University, Lucknow, Uttar Pradesh, India in the format at annexure-X attached herewith on award of the contract and shall remain in the custody of the Registrar till the validity of the Tender Contract plus three months (i.e. for 63 months).
5. Should the said officer deem it 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.
6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
7. If I/We fail to supply the items in stipulated period, the DSMNRU Lucknow has full power to compound or forfeit the Bid Security/security deposit.
8. I/We declare that no legal/ financial irregularities are pending against the proprietor/ partner of the tendering firm or manufacturer.
9. I/we undertake to supply the order with in stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Registrar, DSMNRU Lucknow, India.
10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per Demonstration/ Catalogue/technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
13. Affidavit regarding No CBI Inquiry/ FEMA/ Criminal proceeding/ Blacklisting is pending

ongoing on against the manufacturer/ bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.

14. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Trouble shooting/Operation Manuals etc.) supplied with each of equipment by Principal Manufacturer in Original to DSMNRU, Lucknow.
15. I/We undertake to calibrate Equipment as per requirement and frequency as indicated in the Annexure-I, Technical Specification of Equipment for ensuring optimum operation of equipment at the DSMNRU, Lucknow site.
16. I/we do hereby confirm that the prices/ rates quoted are fixed and are at par with the prices quoted by me /us to any other State Government/Govt. of India/ Govt. Hospitals/ Universities/ PSUs. I/ we also offer to supply the Equipment at the prices and rates not exceeding those mentioned in the Financial Bid.
17. I/we do accept/ agree for the all clauses including the 5 years onsite Warrantee inclusive of all spares and labour etc. and after expiry of warranty period, the 5 years CMC for Equipment on approved rates and payment terms and conditions of this tender enquiry.
18. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
19. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
20. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the University failing which a penalty as per rule may be recovered from pending bill/Bank Guarantee before releasing the same to us after 63 months.
21. I/we undertake, if as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the DSMNRU Lucknow from our Agency.
22. I/We do hereby confirm that I/we aware about the provisions of "Make in India" initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of DSMNRU Lucknow in respect of this E-Tender Enquiry.
23. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of India and will have mandatorily to pass on the benefit due to reduction in rate of tax to the DSMNRU Lucknow byway of commensurate reduction in our prices. And if I/we will found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to DSMNRU Lucknow), the DSMNRU Lucknow have the right to initiate necessary action deemed fit as per GST Act 2017 against our firm.
24. I/we undertake, if as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the DSMNRU Lucknow from our Agency.
25. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by DSMNRU Lucknow

Affirmation

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, The Registrar, Dr. Shakuntala Misra National Rehabilitation University, Lucknow (India) will have full authority to take appropriate action as he/she may deem fit.

I/We hereby declare that, our quoted prices against this E-Tender Enquiry are not higher than prices offered by us to any others Govt. Institutions/Other Institutions as per prevailing market prices and we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to DSMNRU Lucknow as per the provisions of GST Act 2017. We will also liable for passing of all the cost reduction benefits (if any) on account of CDEC (Custom Duty Exemption Certificate) provided by DSMNRU Lucknow on Custom Duty part. If any time DSMNRU Lucknow will get the information that we have supplied items on higher prices in comparison to other institutes on the basis of prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to DSMNRU Lucknow from our side without any question.

We are also undertaking that the Department of Commerce or Ministry/any other Department has been not debarred/blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of DSMNRU Lucknow Authorities during execution of Supplies against this E-Tender Enquiry, DSMNRU Lucknow have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations.

Signature of Bidder with seal of firm

(Name of Bidder)

Place Date

.....

<<Organization letter Head>>

DECLARATION SHEET

We _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete. We have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology/ product updates and extend support for the warranty.

S.NO.	Detail of Firm	Details
1.	Name of the Firm with complete address	
1	Phone	
2	Fax	
3	E-mail	
4	Contact Person Name	
5	Mobile Number	
6	Service Tax Registration number	
7	GST Number	
8	PAN Number	
9	For Tender Fee- Details	
10	For EMD/MSME-Details	
11	Annual Average Turn Over (in lakhs)	
	2021-22	
	2022-23	
	2023-24	
12	Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
	b) Account Number	
	c) Other	
13	11. Not Blacklisted Certificate	

(Signature of the Tenderer)

Name: _____

Seal of the Company

**LETTER OF UNDERTAKING
(ON THE LETTER HEAD OF THE BIDDER)**

To,
The Registrar
Dr. Shakuntala Misra National Rehabilitation University,
Mohaam Road,
Lucknow-226017
India

Sir,
SUBJECT- Supply, Installation, testing and commissioning of Prosthetics and orthotics Equipment for artificial Limbs and Rehabilitation Center, Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow (Uttar Pradesh).

This bears reference to Dr. Shakuntala Misra National Rehabilitation University, Mohaan road, Lucknow E-Tender No. Dated on __ (DD)/__ (MM)/20__ (YYYY). We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms and conditions of bid document and contract.

The above document is executed on __ (DD)/__ (MM)/20__ (YYYY) at (place) _____ and we accept that if anything out of the information provided by us is found wrong/false/incorrect; our bid/work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder _____
Authorized Signatory _____
Seal of the Organization _____

Date:

Place:

UNDERTAKING REGARDING THE NON-BLACKLISTING

This is to confirm that we M/s _____
 (give full address) have not been declared neither failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five years before release of advertisement.

If the above information found false at any stage after the placement of Work Order /Supply Order /Agreement, Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow (Uttar Pradesh) will have full right to cancel the contract and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow (Uttar Pradesh) which shall be deemed fit at that point of time.

Authorized Signatory

Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.100/- Non-Judicial Stamp Paper duly attested by Public Notary)

I..... S/o..... Resident
of.....

..... Do solemnly pledge and affirm

That I am the proprietor/partner/ authorized signatory of M/s.

2. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST/ Blacklisting is pending against my firm.

Name& Signature
Seal of the participating Bidder Company

Affirmation/Verification

Details of Projects Completed During Last 03 Financial Years

Bid Number:

Date of Opening:

Name of the Firm:

Sl. No.	Name of the Projects	Order No. and Date	Description & quantity of ordered equipment/materials	Value of order (in lakhs)	Date of Start	Scheduled Date of Completion	Actual Date of Completion	Reason for Delay (if any)

Signature with Seal

List of Order executed for Govt. Organization/ Department/ University etc during Last Three Financial Years

List of Govt./PSU's/Autonomous bodies/ Govt. Institutions etc. for whom the Bidder has undertaken such work during last three financial years (must be supported with work orders)

Name of the organization	Year of Procurement	Total Value (in Lakhs)	Name of Contact Person and contact details

Technical Competency Details

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period

Name of the organization	Name of Contact Person	Contact No.	Email ID	Photograph

Details of Service Supports/Closest Service Station

Sl. No.	Full Address of Service Supports/Closest Service Station along with contact Nos.	Type of Service Supports/Closest Service Station

Signature of Bidder

Name:

Designation:

Organization Name:

Contact No.:

POWER OF ATTORNEY**Nomination of Authorized Representative**

Know all men by these presents, we..... (Name of firm and address of the Registered office) do hereby constitute nominate appoint and authorize Mr./Ms..... Son/daughter/wife of and presently residing at....., who is presently employed with/ retained by us and holding position ofas our true and lawful attorney.(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are necessary or required in connection or incidental to submission of our proposal for and selection as the <Name of the Work> for the <name of the client>work, proposed to be developed by the(the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information/responses to the client, representing us in all matters before the client, signing and execution of all contracts and undertaking consequents to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our proposal for the said project upon award thereof to us till the entering into of the agreement with the client.

AND, we do hereby agree to ratify and confirms all the acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all the acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WETHE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS __ (DD)/__ (MM)/20__ (YYYY).

For..... (Name and registered address of client)

(Signature, name, designation and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarized

Accepted

..... (Signature, name, designation and address of the Attorney)

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the application law and the charter documents of the executions (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Whenever required, the application should have submitted for verification the extract of the charter documents and other documents such as resolution/Power of Attorney in favor of the applicant.

LETTER OF BID SUBMISSION

To,
The Registrar
Dr. Shakuntala Misra National Rehabilitation University,
Mohaan Road, Lucknow
Uttar Pradesh – 226017

SUBJECT- Supply, Installation, testing and Commissioning of Prosthetics and orthotics Equipment for Artificial Limb and rehabilitation Centre at Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow, Uttar Pradesh.

Submission of Bid

Sir,

Having examined the details given in Press Notice, Notice Inviting Bid & Bid Document for the above work, I/we hereby submit the relevant information:

- 1) I/We hereby certify that all the statements made and information supplied in the enclosed form..... and accompanying statements are true and correct and nothing has been concealed.
- 2) I/we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by Dr. Shakuntala Misra National Rehabilitation University on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, my/our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. Dr. Shakuntala Misra National Rehabilitation University may not entertain any claim or entertain any reason for this act. Dr. Shakuntala Misra National Rehabilitation University may go for the legal action against the bidder for recovering any one or all damages caused to Dr. Shakuntala Misra National Rehabilitation University.
- 3) I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 4) I/We submit the requisite certified solvency certificate and authorize the Dr. Shakuntala Misra National Rehabilitation University to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Dr. Shakuntala Misra National Rehabilitation University to approach individuals, employers, firms and corporation to verify our competency and general reputation.
- 5) I/We submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:

Sl. No.	Name of Work	Certificate From

- 6) Earnest Money Deposit amounting to Rs..... is submitted.
- 7) Cost of tender document of Rs...../- is submitted. Enclosures:

Thanking you,
Yours faithfully,

Name of the Bidder.....

Authorized Signatory.....

Seal of the Organization.....

Date:
Place:

PERFORMANCE BANK GUARANTEE FORMAT

Name of the Bank:.....

To,
Registrar
Dr. Shakuntala Misra National Rehabilitation University,
Mohaana Road, Lucknow
Uttar Pradesh – 226017

In consideration of the Registrar, Dr. Shakuntala Misra National Rehabilitation University having agreed under the terms and conditions of agreement/ Contract Acceptance letter No.:..... Dated:.....made between..... (Designation & address of contract signing Authority) and.....(here in after called “the said Agency”) for the work.....(here in after called “the said agreement”) having agreed for submission of an irrevocable Bank Guarantee Bond for..... (only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

- 1) We..... (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow, Uttar Pradesh an amount not exceeding.....(..... only) on demand by the Dr. Shakuntala Misra National Rehabilitation University, Lucknow.
- 2) We..... (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Dr. Shakuntala Misra National Rehabilitation University through the Registrar, Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow or..... (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Dr. Shakuntala Misra National Rehabilitation University, Lucknow by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
- 3) (a) We..... (indicate the name of Bank) further undertake to pay to the Dr. Shakuntala Misra National Rehabilitation University any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal. (b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.
- 4) We..... (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Dr. Shakuntala Misra National Rehabilitation University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by.....(Designation & Address of contract signing authority) on behalf of Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.
- 5) (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Dr. Shakuntala Misra National Rehabilitation University or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Dr. Shakuntala Misra National Rehabilitation University within validity/ extended period of validity of guarantee from the date aforesaid. (b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the

period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the Dr. Shakuntala Misra National Rehabilitation University. If the guarantee is not renewed or the period extended on demand, we..... (indicate the name of the Bank) shall pay the Dr. Shakuntala Misra National Rehabilitation University the full amount of guarantee on demand and without demur.

- 6) We..... (indicate the name of Bank) further agree with the Dr. Shakuntala Misra National Rehabilitation University that the Dr. Shakuntala Misra National Rehabilitation University shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by Dr. Shakuntala Misra National Rehabilitation University against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of Dr. Shakuntala Misra National Rehabilitation University or any indulgence by Dr. Shakuntala Misra National Rehabilitation University to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
- 7) This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
- 8) We.....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of Dr. Shakuntala Misra National Rehabilitation University in writing.
- 9) This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by Dr. Shakuntala Misra National Rehabilitation University. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before.....We shall be discharged from our liabilities under this guarantee thereafter.

Dated: __ (DD)/__ (MM)/20__ (YYYY) for.....(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name).....

Designation with Code No.....

Full Address.....

PROFORMA PRE CONTRACT INTEGRITY PACT**GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on __ (DD)/__ (MM)/20__ (YYYY), between, on one hand, acting through Shri/Smt.....,Designation, Dr. Shakuntala Misra National Rehabilitation University (hereinafter called the “BUYER”/ “Dr. Shakuntala Misra National Rehabilitation University” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part.

AND

M/s..... represented by Shri..... (Hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Dr. Shakuntala Misra National Rehabilitation University proposes to procure services towards “Supply, Installation and Commissioning of..... Equipments/P&O Kits and Raw materials at Dr. Shakuntala Misra National Rehabilitation University " For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. / 2025 Dated 2025.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency etc. constituted in accordance with the relevant law in the matter and Dr. Shakuntala Misra National Rehabilitation University is an autonomous body of Uttar Pradesh Government.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Dr. Shakuntala Misra National Rehabilitation University to obtain the desired services as referred to in the Bid document No. dated2025 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Dr. Shakuntala Misra National Rehabilitation University will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1) Commitments of the DSMNRU:

DSMNRU undertakes that no official of DSMNRU, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the DSMNRU will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2) In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the DSMNRU with full and verifiable facts and the same is prima facie found to be correct by the DSMNRU, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by DSMNRU and such a person shall be debarred from further dealings related to the contract

process. In such a case while an enquiry is being conducted by the DSMNRU the proceedings under the contract would not be stalled.

3) Commitments of Bidders

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DSMNRU, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DSMNRU or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

The BIDDER further confirms and declares to the DSMNRU that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the DSMNRU or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of DSMNRU or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the DSMNRU as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of DSMNRU, or alternatively, if any relative of an officer of the DSMNRU has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.

4) EARNEST MONEY DEPOSIT

While submitting Technical bid, the BIDDER shall deposit an amount of Rs. as Earnest Money as mentioned in tender document.

The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be

liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the DSMNRU, including warranty period, whichever is later.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the DSMNRU to forfeit the same without assigning any reason for imposing such sanction.

No interest shall be payable by the DSMNRU to the BIDDER on Earnest Money Deposit.

5) SANCTIONS FOR VIOLATIONS

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the DSMNRU to take all or any one of the following actions, wherever required:

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the DSMNRU and the BUYER (DSMNRU) shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the DSMNRU, along with interest.

6) LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Court of Lucknow.

7) VALIDITY

The validity of this Integrity Pact shall be governed by the terms of the Bid No. towards complete execution of the contract to the satisfaction of both DSMNRU and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.

Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

8) The parties hereby sign this Integrity Pact at..... on.....

BIDDER

Name of the Officer:

Designation:

Witness:

1.

2.

Authorized Signatory of DSMNRU,

Witness:

1.

2.

MANUFACTURER AUTHORIZATION FORM

No..... dated.....

To

.....

.....

.....

Dear Sir:

Bid No.....

We.....who are established and reputed manufacturer of

.....(name and description of goods offered) having factories at

.....(address of factory) with factory registration

no.....do hereby authorize M/s

..... (Name and address of Agent) to submit a bid, and sign the

contract with you for the goods manufactured by us against the above bid.

We hereby extend our full warranty for the goods and services offered for supply by the above firm against this

Invitation for Bid. We further certify that we shall support vendor with all related spares and maintenance during

the entire contract period including the period of warranty.

Yours faithfully,

(Name):.....

(Name of manufacturers):

Note: This letter of authority should be on the letterhead of the manufacturer or OEM and should be signed by a

person competent and having the power of attorney to legally bind the manufacturer.

EARNEST MONEY DETAILS

Sl. No.	Name of Equipment	Earnest Money (INR)

TECHNICAL BID

(Upload signed & scanned copy with technical bid documents)

Item No.	Name of the item (as per the Tender Schedule of Requirement Chapter IV)	Make & Model Quoted	Indian/ Imported /Country of Origin	Catalogue/ Technical details submitted YES/NO	Demonstration Yes/No	Deviation to specification if any With reason
01	Advance Table Saw					
02	Computerized Universal Testing Machine					
03	Computerized Wheel Chair Pressure Mapping Pad					
04	Fatigue Testing Machine for prosthetic device testing					
05	Human Skin, Human Bone, Human Muscle, Human Nervous System Anatomical Model					
06	Human Mannequin for Display Room					
07	Casting table for Prosthetic use					
08	Vacuum Press for Insole and foot orthosis					
09	Digital Scoliosis measuring tool (Scolio-meter)					
10	Palm LLD (Limb Length Discrepancy) gauge					
11	Human pelvis, Hip Joint, Knee Joint & Ankle Joint Model					
12	Human Shoulder Joint, Elbow Joint & Wrist Joint Model					
13	Human Hand Model					

Note: Mention detailed specifications (pointwise) of quoted item as per schedule of requirement and mention deviation in the specification if any.

Signature,
Name of Authorized Person of the Bidder with seal.
Date:.....
Place:.....
Contact No:
Email ID:

FINANCIAL BID SUBMISSION FORM

To,
Registrar
Dr. Shakuntala Misra National Rehabilitation University,
Mohaan Road, Lucknow
Uttar Pradesh – 226017

Dear Sir,

We, the undersigned, offer to provide “SUPPLY, Installation, Testing and Commissioning of Prosthetics and orthotics Equipment for Artificial limb and Rehabilitation Center accordance with your bid document. Our attached Financial Bid is for the amount of..... *[Indicate the corresponding to the amount(s), {Insert amount(s) in words and figures}]*. Please note that all amounts shall be the same as in Bill of Quantity (BOQ). Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

Financial Bid

S.N o.	Name of the item (as per Schedule of Requirement)	Make & Model	HSN Code	Qty	Unit Name	Basic Price per unit (in Rs.)	% of GST (Amount in figures on Column (7)	Other Expenditure (if any) on Column (7) (in Rs.)	Per Unit Total Price inclusive of all on F.O.R. destination basis (in Rs.)	Total Cost (5x10= 11)
1	2	3	4	5	6	7	8	9	10	11
01	Advance Table Saw			01	Nos.					
02	Computerized Universal Testing Machine			01	Nos.					
03	Computerized Wheel Chair Pressure Mapping Pad			01	Nos.					
04	Fatigue Testing Machine for prosthetic device testing			01	Nos.					
05	Human Skin, Human Bone, Human Muscle, Human Nervous System Anatomical Model			05 nos. each	Nos.					
06	Human Mannequin for Display Room			20	Nos.					
07	Casting table for Prosthetic use			02	Nos.					
08	Vacuum Press for Insole and foot orthosis			02	Nos.					
09	Digital Scoliosis measuring tool (Scolio-meter)			02	Nos.					
10	Palm LLD (Limb Length Discrepancy) gauge			02 each	Nos.					
11	Human pelvis, Hip Joint, Knee Joint & Ankle Joint Model			02	Nos.					
12	Human Shoulder Joint, Elbow Joint & Wrist Joint Model			02	Nos.					
13	Human Hand Model			02	Nos.					

Name(s) & Signature of Authorized person with seal of the Firm

Date.....

Place.....

CMC CHARGES

The Rates should be quoted in round figures and percentage (%) of the total cost quoted by the bidder of the main equipment.

Tender Item No.	Name of the Equipment	Rates of CMC (CMC after 5 year warranty period)					Total CMC Cost for 5 Years	TAXES (IF ANY)	Total CMC Cost for 5 Years including Taxes
		6 th yr	7 th yr	8 th yr	9 th yr	10 th yr			
01	Advance Table Saw								
02	Computerized Universal Testing Machine								
03	Computerized Wheel Chair Pressure Mapping Pad								
04	Fatigue Testing Machine for prosthetic device testing								
05	Human Skin, Human Bone, Human Muscle, Human Nervous System Anatomical Model								
06	Human Mannequin for Display Room								
07	Casting table for Prosthetic use								
08	Vacuum Press for Insole and foot orthosis								
09	Digital Scoliosis measuring tool (Scolio-meter)								
10	Palm LLD (Limb Length Discrepancy) gauge								
11	Human pelvis, Hip Joint, Knee Joint & Ankle Joint Model								
12	Human Shoulder Joint, Elbow Joint & Wrist Joint Model								
13	Human Hand Model								
Total									

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the Firm

Date.....Place.....

RATES FOR SPARES/ CONSUMABLES/ OPTIONAL ACCESSORIES (If Any)

Tender item no.	Name of the item (as per the tender schedule of requirement chapter-iv)	Name of the consumable/ spare / optional accessories	Unit	Price (in Rs.) Per Piece or per unit/test (in figure)	Price (in Rs.) Per piece or per unit/ test (in words)	*taxes & Other expenditure If any
01	Advance Table Saw		01 Nos.			
02	Computerized Universal Testing Machine		01 Nos.			
03	Computerized Wheel Chair Pressure Mapping Pad		01 Nos.			
04	Fatigue Testing Machine for prosthetic device testing		01 Nos.			
05	Human Skin, Human Bone, Human Muscle, Human Nervous System Anatomical Model		05 nos. each			
06	Human Mannequin for Display Room		20 Nos.			
07	Casting table for Prosthetic use		02 Nos.			
08	Vacuum Press for Insole and foot orthosis		02 Nos.			
09	Digital Scoliosis measuring tool (Scolio-meter)		02 Nos.			
10	Palm LLD (Limb Length Discrepancy) gauge		02 Nos each			
11	Human pelvis, Hip Joint, Knee Joint & Ankle Joint Model		02 Nos			
12	Human Shoulder Joint, Elbow Joint & Wrist Joint Model		02 Nos			
13	Human Hand Model		02 Nos			

1. The rates should be inclusive of everything viz. freight chargers, packing charges, Transportation and Octroi etc. but exclusive of GST.
2. *The rates of current GST chargeable may, however, be given in percentage separately. Non-indication would denote nothing would be charged as GST.

3. The Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R.to DSMNRU, Lucknow basis.

Name(s)&Signature of the Bidder with rubber seal(s)

Name of the Firm.....Date.....Place.....

Technical BID Checklist

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Page No.
(1)	Original Hard Copy of the following document must be kept in the "Technical Bid" Envelope and sealed envelope must be dropped in person in the Tender Box Kept in the Office of Artificial Limb and Rehabilitation Centre, Dr. Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow-226017. Before the Closing date given in the e-Tendering Schedule against this e-Tender ID.			
A	Original Bid Security Form as per Annexure-X .			
B	Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs.100/- as per Annexure-I , duly attested by Notary public.			
C	Original copy of Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs.100/- as per Annexure-V , duly attested by notary public			
(2)	Legible scanned copies of following documents along with above documents must be uploaded in the e-Tendering portal for "Technical Bid" eligibility evaluation:-			
I.	The scanned copies of the above said documents shall also be submitted along with the online tender document in the E-Tendering portal https://etender.up.nic.in			
II.	Signed and scanned photocopy of proof of last quarters GST returns filed by the participating company as Applicable for current financial year 2023-2024.			
III.	Signed and Scanned Copy of GST Certificate showing clearly GST Number of the participating firm.			
IV.	Signed and scanned copy of PAN Card of the firm/company/ Proprietor issued by Income Tax Department.			
V	Signed and scanned copy of the CA certificate as a proof for filing Income Tax return of the firm/ company for the last three financial years (i.e. FY 2021-22, 2022-23, and 2023-24).			
VI.	Signed and scanned copy of CA certificate as proof for Turnover for during last three Financial Years (FY 2021-22, 2022-23, and 2023-24).			
VII.	Signed and attested legible scanned copies of Previous Purchase Orders of supply of Items as mentioned Annexure-VII with showing values. The Scanned Copies of previous Orders, as per above Values are required to be uploaded for technical eligibility evaluation as per above.			

III.	Signed & scanned copy of the authorization Letter (Annexure-VII) from Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document. In case of partnership firm, the copy of authorization Letter to sign the tender document by Lead partner should be submitted by the other partner/ partners. Copy of partnership deed should also be uploaded in support for necessary verification on e-Tendering portal.			
IX	Digitally Signed copy of the referenced e-Tender ID Tender Document must be uploaded.			
X	If the above all desired document's from (1) A,B,C&(2)I,II,III, IV, V, VI, VII, VIII, IX, X legible scanned copies has not uploaded by the any participating Bidder, his bid liable for rejection in "Technical Bid" Stage.			
XI	<p>(I) Hard copies of documents to be submitted on or before closing date as per e-tendering portal in the Sealed Envelope super scribing "Technical Bid" with e-Tender ID: Serial Number of submitted documents should be in sequence as mentioned below:</p> <ul style="list-style-type: none"> • Original Catalogues properly numbered should be submitted as hard copies • Original copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in Schedule of Requirement on each catalogue/ literature document. Non submission may lead to non- consideration of the bid for that item. 			
(4)	Legible and Signed Scanned Copies of Documents required to be uploaded on e-tendering portal:-			
I.	Signed & Legible scanned copy of the Technical bid- " Annexure-XIV "			
II.	Legible Scanned copy of List of the items with its make, model & country of origin without indicating prices (i.e. un-priced list of participated items) by interested Bidder for Technical Evaluation purpose on those items he want to participate as per the Schedule of Requirement given in " Chapter-IV " of this e-Tender Enquiry.			
III.	Legible Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor/bidder as the case may Be in the format given at " Annexure-VIII ".			
IV.	Signed and Legible scanned copies of Declaration/authorization from the manufacturer should be submitted for Every quoted item / equipment. However, if the bidder is quoting more than one equipment/item of the same make, single authorization mentioning the name of items / equipment from the manufacturer is sufficient.			
V.	Signed and Legible Scanned copies of valid certifications from competent authority with clearly showing validity date in respect of quoted item:-.ISO/CE (EUROPEAN)/ USFDA/UL/ BIS.			
VII.	Signed and scanned copies of other documents as mentioned in point (3) & (4) above (i.e. Product Catalog, Technical Details, Specifications etc.) that are statutorily/ technically relevant and supportive to bid documents must also uploaded.			

***Note (✓) in applicable column.**

Signature, Name of Authorized Person of the Bidder with seal.

Date:.....

Place:.....

Contact No:

Email ID:

CONTRACT FORM

THIS AGREEMENT made on the __ (DD)/__ (MM)/20__ (YYYY) between Dr. Shakuntala Misra National Rehabilitation University of the one part and (Name & address of Supplier) of the other part:

WHEREAS the Purchase is desirous that certain Goods and ancillary services viz. (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (Contract Prize in words and Figures) (Hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,
 - [a] The Price Schedule submitted by the Bidder;
 - [b] The Schedule of Requirements;
 - [c] The Terms & Conditions
 - [d] The Consignee's Notification of Award/ Purchase Order
3. In consideration of the payments to be made by the Consignee to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Consignee to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.
4. The Consignee hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contact prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services, which shall be supplied/ provided by the Supplier, are as under:

Sl. No.	Brief Description of Goods & Services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

Total Value:

Delivery Schedule:

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the Consignee) in the Presence of

Signed, Sealed and Delivered by the said (For the Supplier) in the Presence of

FORM - A: DELIVERY CERTIFICATE

(To be completed by the Consignee/Purchaser)

1. The items mentioned as per details given below, have been physically verified by way of opening the cartons/packing and verifying the machine/ equipment supplied and model of the Equipment /Items/ kits and raw-materials. It is certified and acknowledged that the same have been received at this Institution in good condition.

Sl. No.	No. (As per Work Order)	Description of Equipment	Origin	Model & Make	Quantity

Please make appropriate column, as per requirement.

2. The items as per details given below was/were received in damaged conditions and therefore are not acceptable. The damaged goods/equipment/ kits and raw-materials has been returned to the supplier and supplier is required to supply the new equipment in lieu of damaged one.

Details of the Goods/Equipment / kits and raw-materials received in objectionable condition:

Sl. No.	No. (As per Work Order)	Description of Equipment/ Materials	Origin	Model & Make	Quantity

(Signature of the issuing official)

Authorized Official,

Dr. Shakuntala Misra National Rehabilitation University

Name

Designation

Rubber Seal of the Institution

Received the Acknowledgement Certificate

Date:.....

Signature of Supplier or his Authorized Representative

Name:.....

FORM – B: FORM FOR ACCEPTANCE OF GOODS/EQUIPMENT AT SITE**INSTALLATION CERTIFICATE**

(to be completed and issued by the Consignee/Purchaser)

Note: In case of need, a fresh form on these lines shall be prepared & issued by Consignee. 2 copies of this certificate to be provided to Supplier.

1. The following goods/equipment, supplied by the Supplier at this University have been successfully installed by the Supplier:

S. No.	No. (As per Work Order)	Description of Equipment	Origin	Model & Make	Quantity

2. The Supplier has fulfilled his contractual obligations related to supply & installation of the items.

Or

3. The Supplier has not fulfilled his contractual obligation with regard to following. (Mention here deviation, if any, related to successful installation.)

(a)

(b)

(c)

(Signature of the issuing official)

Dr. Shakuntala Misra National Rehabilitation University

Name:

Designation:

Rubber Seal of the Institution

Received the Acceptance Certificate

Date:.....

Signature of Supplier or his Authorized Representative Name