



TATA MEMORIAL CENTRE

**ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC)**

**(A Grant-in-Aid institute under the Department of Atomic Energy, Govt. of India)**

Sector No.22, Kharghar, Navi Mumbai – 410210, Maharashtra, INDIA.

**Notice inviting 'II-Part Tender' (NIT)**

Director, Advanced Centre for Treatment Research & Education in Cancer (ACTREC), Tata Memorial Centre, Sector 22, Kharghar, Navi Mumbai 410210, invites tender in II-parts [Technical Bid (Part-I) and Financial Bid (Part-II) ] for the supply, installation and commissioning of the equipment as per below mentioned details:

<b>Tender Number</b>	<b>ACTREC/PUR/2021-22/T 133</b>
<b>Tender Date</b>	25/11/2021
<b>Name of the Equipment and Quantity to purchase</b>	<b>ELECTRICAL STIMULATOR WITH EMG AND PRESSURE FEEDBACK AS PER ATTACHED SPECIFICATION (Qty 01 No)</b>
<b>Mode of Tendering</b>	<b>II-Part</b> Technical Bid (Part-I) and Financial Bid (Part-II)
<b>EMD</b>	<b>NIL against submission of Bid Security Declaration as per format given in Annexure O</b>
<b>Tender Fee</b>	<b>NA</b>
<b>Due date and time of submission of the tender:</b>	15/12/2021 – up to 5.30 pm
<b>Date and time of opening of Technical Bids.</b>	<b>on 16/12/2021 – 02.30 pm onwards</b>
<b>Date of opening of Financial Bids for technically qualified bidders</b>	Will be notified at a later date only to the technically qualified bidders

Following documents are attached herewith as a part of NIT:

<b>Annexure</b>	<b>Description of the document</b>
<b>A</b>	Eligibility criteria for the tenderer/Bidder
<b>B</b>	Eligibility of the tender documents
<b>C</b>	General Terms and conditions of the tender
<b>D</b>	Special conditions of the tender
<b>E</b>	Instructions to the Tenderer/Bidder for submitting tender documents
<b>F</b>	Technical specifications/Scope of supply and compliance form
<b>G</b>	Instructions about filling the Financial Offer form
<b>H</b>	Commercial Offer form – Price Bid forms
<b>J</b>	Format of Vendor capability Performa to be duly filled, signed, stamped and to be submitted with the technical bid
<b>K</b>	Format of Letter of authorization from the Manufacturer/supplier to be duly filled, signed, stamped and to be submitted with the technical bid
<b>L</b>	Format for Undertaking for installation, commissioning and providing training to the nominated staff and replacement of spare parts / consumables and supply thereof during the warranty as well as maintenance contract period, to be duly filled, signed, stamped and to be uploaded with the technical bid
<b>M</b>	Format of NEFT/RTGS details to be duly filled, signed, stamped and to be submitted with the technical bid

N	Format of Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- to be duly filled, signed, stamped and to be submitted with the technical bid Format for Undertaking for installation, commissioning and providing training to the nominated staff and replacement of spare parts / consumables and supply thereof during the warranty as well as maintenance contract period, to be duly filled, signed, stamped and to be submitted with the technical bid
P	Format of Disclosure of existing customers to whom the supply of equipment / service was made available in India to be duly filled, signed, stamped and to be submitted with the technical bid
Q	Compliance required against OM dated 23.07.2020 issued by Ministry of Finance w.r.t amendment of General Financial Rules
R	Bid Security Declaration

Tenderers/Bidders are requested to read carefully all above mentioned documents (Annex. A to R) prior to submission of the tender. Information is asked to be filled in various formats should be properly filled and submitted along with the technical offer, Part-I of the tender/bid.

**The bidder may contact the following officials for any clarification required:**

- A. Mr. Shine Kumar, Biomedical Engg., Tel No: 022-27405000 Ext: 5132 for technical clarification with respect to Tendered technical specifications
- B. DCA at Tel No. : 022-27405000 Ext. 5021 for clarification on commercial / financial terms
- C. Purchase Dept. At Tel No. : 022-27405000 Extn.5041, 5002 for tender procedure related clarifications and other tender related queries.

PURCHASE OFFICER

**For ACTREC**

**Eligibility criteria for the tenderer/Bidder**

Tenderers/Bidders confirming the following criteria will be eligible to participate in the \_\_\_\_\_ II-part tender

1. The tenderer/Bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
2. The tenderer/Bidder should be competent enough to deal with the business of the tendered item technically and financially and should have adequate man-power having prescribed qualification (Skilled & Technical) required for managing the business.
3. The tenderer/Bidder should have necessary license under the prevailing laws of the land and competent to undertake import and export process of goods and services.
4. The tenderer/Bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN and TAN Number.
5. The tenderer/Bidder should not have been blacklisted /debarred from participating in the tender, either in government departments or in public sector undertaking
6. The tenderer/bidder should either be a manufacturer, or, 100% subsidiary of a foreign manufacturer in India, or, sole authorized distributor of the manufacturer, or, one of the direct authorized distributors of the manufacturer.
7. Bids of tenderers/bidders not confirming to any of the above mentioned criteria are liable to be rejected.
8. Eligibility criteria as per OM Dated 23.07.2020 (Copy uploaded separately) issued by MoF w.r.t amendment of GFR
  - I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
  - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
    - a. An entity incorporated, established or registered in such a country; or
    - b. A subsidiary of an entity incorporated, established or registered in such a country;Or
    - a. An entity substantially controlled through entities incorporated, established or registered in such a country; or

- b. An entity whose *beneficial owner* is situated in such a country; or
- c. An Indian (or other) agent of such an entity; or
- d. A natural person who is a citizen of such a country; or
- e. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The *beneficial owner* for the purpose of (iii) above will be as under:

1. **In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.**

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  6. *Applicable, if scope of requirement includes Turnkey: The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.*

**Eligibility of the tender documents**

Following are the important criteria, if not fulfilled, and then the tender may be declared as 'Unresponsive/not eligible' during initial scrutiny:

1. Tenders submitted after due date and time.
2. Tenders submitted at some other place/department at ACTREC instead of Purchase Department, ACTREC either after the due date and time, or reached some other place before due date and time but subsequently reached Purchase department, ACTREC after due date and time.
3. The tender is unsigned
4. The tender validity is shorter than the required period as asked in the tender.
5. The tenderer has quoted for goods manufactured by a different firm without the required Authority letter from the proposed manufacturer.
6. The tenderer has not agreed to give the required security deposit/performance bond, if asked.
7. Against the technical specifications/scope of supply as mentioned in NIT, the tenderer has not quoted for the entire requirement as specified in the schedule.
8. The tenderer has not agreed to special conditions of the tender.
9. Tenders with conditional offers.
10. The tenderer who has furnished incomplete, incorrect or misleading information.
11. The tenderer has quoted for goods manufactured by a different firm without the required Authority letter from the proposed manufacturer.
12. The tenderer not complying with the warranty and AMC clauses as per tender terms.
13. Providing GST registration Number in the vendor capability form is must

**IMPORTANT NOTE:**

**ACTREC will not be responsible in any manner for late receipt of the tenders for whatsoever reason.**

## **General Terms and conditions of the tender**

## **Annexure C**

1. The tenderer/bidder should furnish complete contact details such as recent phone nos., mobile nos., email id, mailing address, office address which will be in operation for a period of two years. TMC-ACTREC will send all communication preferably by e-mail. Non receipt of communication will not be our responsibility. So tenderer must ensure correct and operational email ID and fax Nos. If any changes in contact details then ensure to submit to TMC-ACTREC.
2. The successor / heirs in office will be responsible for the liabilities created by the tenderer / bidder in respect to the item / services offered by tenderer/bidder
3. The tenderer/bidder or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
4. The tenderer/bidder will be under obligation to submit the technical specifications & Compliance of the specified item as asked in the tender documents
5. A complete product catalogue, literature/publication/user information paper should be submitted along with the Technical Bid along with the design, drawing etc. including the weight, volume and size of the equipment.
6. The tenderer/bidder may separately quote and submit for other variants including those which are working in progress and likely to be marketed in the next couple of years, if they satisfy the tender specifications/requirement for the specified item / equipment.
7. The tenderer/bidder will also have to certify that the equipment proposed to be supplied is not obsolete and that no new variants are likely to be marketed in the next 2 years.
8. The tenderer/bidder will be under obligation to provide training free of charge to the person/s deputed by the hospital for learning of operations and techniques and maintenance thereof in India or abroad as the case may be.
9. Compliance of National standards of the country of origin of the manufacturer should be certified by the tenderer/bidder.
10. The risk of loss in transit of the goods / services shall be the responsibility of the tenderer/bidder.
11. The tenderer/bidder will be solely responsible for the activities if found fraudulent on the part of principal to cheat or swindling the Indian public by way of advance payment or breach of terms and condition of L/C established for import of tendered item.
12. The tenderer/bidder will be responsible for abiding the international laws including rules relating to package etc. applicable to the item / services offered by the tenderer/bidder.
13. The tenderer/bidder will be responsible for ensuring that the international standards before the consignment of the item is dispatched from the godown of manufacturer of foreign origin to deliver into India at the place of the user.
14. The tenderer/bidder will be responsible for safe transit of the goods under proper goods insurance coverage and under standard conditions.
15. The tenderer/bidder should have a team comprising of experts of the line for erection, installation, commissioning and maintenance of the equipment/article tendered for use in the public interest.

16. Turnkey – Turnkey Site preparation requirements (wherever applicable) will be discussed after finalizing equipment with the vendor. Vendor to inspect the site before submitting the offer. Vendor to specify the scope considered. Scope should be supported with architectural interior and services drawings.
17. The tenderer/bidder should inform in advance to the Institute about the requirement for the erection, installation and commissioning indicating the additional amount of charges/expenditure by the bidder. A separate turnkey proposal shall be submitted if the supplier undertakes to modify the existing infrastructure to suit the installation of the proposed equipment. In normal course the letter of intent will include the costs of the equipment and its installation.
18. The tenderer/bidder will be responsible for all the consequences legal or administrative with regard to the persons involved in erection, installation, commissioning & maintenance for compensation in case of any damage occurred to them while execution of the work.
19. The tenderer/bidder will be under obligation to intimate to institute in advance about the assistance to be extended by the institute without involvement of expenditure or at the cost of the bidder in connection with the process of erection installation and commissioning.
20. The tenderer/bidder is responsible for installation and commissioning of the equipment without damaging infrastructural image/face of our building/installation site. Temporary destruction and re-construction of existing structure in connection with the site preparation and installation of the equipment will be the vendor's responsibility. Charges/expenses involved for the same shall be borne by the supplier. If any damage takes place while the work is in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work, the tenderer/bidder shall make good the same at his own cost.
21. The tenderer/bidder should obtain clearance from structural consultant before starting the work (wherever applicable).
22. The installation certificate will have to be issued by the team of the experts and it should be countersigned by the user or Authorized person and the date on which such certificate is counter signed by will be the date from which period of warranty commence.
23. The successful tenderer/bidder will have to enter into an Agreement for the contract of supply, installation, commissioning and maintenance of the equipment including the supply and availability of the spare parts.
24. Successful tenderer/bidder will be issued with a Letter of Intent (which will be followed by a Purchase Order) if required and such bidder will be under the obligation to submit the Performance Guarantee for the stipulated period of warranty and the maintenance period by way of either deduction from the Invoice not exceeding to 3% or by way of submission of Bank Guarantee bond for the like amount.
25. The Indian agent / supplier shall be under obligation to ensure that the delivery of the item / equipment shall be treated as completed only on installation of the equipment on site/place decided by ACTREC and commissioning is done at the entire satisfaction of the authorized officer / user scientist. In case the equipment or the item is to be shifted from the place on which it was off-loaded to the site of installation &



- commissioning, it shall be the responsibility of the agency and no cost in this regard shall be payable by ACTREC.
26. The principal supplier or their Indian agent shall be responsible for making the consumable / spares available throughout the life of the equipment at the prescribed discounted rate as may be mutually agreed by the user and denial or non-supply of required consumable / spares shall render the Indian agent liable for liquidated damages under the contract.
  27. Complete and detailed information should be provided in respect of each point specified in the technical specifications. Technical bids that are not complying the tendered technical specifications in any respect are liable to be rejected.
  28. If the tenderer/bidder is not capable of quoting particular item/ items, tenderer/bidder should clearly mention in the Technical bid in the compliance report.
  29. The tenderer/bidder has been authorized to inspect the site for installation of the equipment without payment of visiting fees to the Institute before submitting its tender, if found necessary, with prior permission.
  30. If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitration which shall be appointed by the Director, ACTREC and in case such person is not acceptable to the supplier, Director-TMC shall be the final and sole arbitrator who shall undertake the exercise of arbitration to resolve the dispute and such award as may be given by Director-TMC shall be final and binding on both the parties.
  31. The Indian supplier on behalf of its Principal supplier / manufacturer of foreign origin shall be under obligation to inform the user from time to time about the innovations / changes made by the manufacturing company in the technique or the program of software to be used in the equipment by way of advancement and will be free to suggest for adoption of the changes at the lowest expenditure as may be acceptable to the users.
  32. The damages if occurred to the item / equipment during transit up to its installation and commissioning shall be taken care by the supplier / Indian agent either himself or through second party obligation by way of goods insurance to be arranged with a reputed goods insurance company preferably Indian company. In case an insurance policy taken from insurance company of foreign origin that shall be the responsibility of the supplier / agent and no obligation will be there on the part of the purchaser and every step whatever is required to be taken shall be initiated and taken by the agent. The vendor has to arrange Insurance till installation and commissioning of the equipment.
  33. Those tenderer/bidder that have paid Security Deposit / Performance Bank Guarantee must be taken back by the vendor within 3 months of expiry period. If not collected within 3 months the expired Bank Guarantee shall be destroyed.
  34. The tenderer/bidder having their warehouses/service centre and facilitation centre in the city of Navi Mumbai / Mumbai will be desirable and advantageous for attending the calls to reduce the Down-time
  35. The Director, ACTREC reserves the right of cancellation, adding, reducing or deferring the purchase without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of

interest. The Director, ACTREC, on enquiry, will disclose the reasons for rejecting a tender or non-issuing a tender document.

### Special conditions of the tender

1. Item/Equipment quoted shall not be a second hand/refurbished/on verge of obsolescence/outdated model. Similarly, after award of contract, the item supplied should be a newly manufactured item and not the old item already manufactured and stocked for more than 1 month.
2. Technical strength, expertise in after sales service and application support of the tenderer/bidder will be the one of the most important criteria for technical suitability.
3. Tenderer/bidder should clearly mention about compliance of the warranty and AMC/CMC terms in the technical bid as specified in the tender. Bids not fully complying to the warranty and AMC/CMC terms are liable to be disqualified.
4. After opening of the Technical bid, demonstration of the quoted model may have to be shown / arranged by the bidder, if requested by the Institute. Demonstration may be requested to confirm the availability of any or all technical features as mentioned/stated in the technical bid. Demonstration shall also be a part of technical evaluation process. If the bidder does not comply, such bids are liable to be disqualified.
5. Compliance column should be filled with relevant data, figures, range etc. as applicable. Do not just mention "YES / NO / Complied. Provide relevant supportive information, publications, catalogue, etc. Bidders providing misleading or wrong information in the technical bid are liable to be rejected. All technical claims should be printed in the technical brochure of quoted item.
6. If any contradictory statements /figures/information is observed in the compliance chart and technical bid, then the technical information mentioned in the product literature/brochure will be considered true and further evaluation will be done based on the information given in the product literature/brochure. Regarding the warranty and AMC/CMC terms, information quoted in the technical bid will only be taken as valid terms.
7. Tenderer/bidder are required to provide list of current installations in India (in the last 2-3 years) of the quoted item. Contact details of the end users like name of the end user, Organization name, contact email ID, tel. no. etc. should be provided along with the technical bid.
8. Past experience of the bidders in terms of quality of supplied equipments, after sales service and application support will be taken into consideration. Bidders who has unsatisfactory past experience in last 2-3 years, in terms of quality of supplied equipments, after sales service and application support, bids of such bidders may liable to be rejected.
9. Literature/Certificate containing the information of the life of the equipment should be submitted. This criteria is very important and to be noted as a special condition for the tender acceptance.

10. The replacement of defective parts during the warranty period shall be the sole responsibility of the supplier and the Indian agent will be solely responsible for replacement at their cost including the down time liquidation damage, customs duty, octroi if applicable etc. be noted as a special condition of the tender.
11. Replacement of 10% of spare parts in a period of first year will amount to the supply of defective equipment and the Principal Company / Indian agent shall be under obligation to replace the entire equipment at their cost. However, the Institute will facilitate the import by way of utilizing its license for Custom Duty Exemption the rest of the expenditure including transport, insurance & freight etc. shall be borne by the Indian agent. Therefore, this important condition may be noted as a special condition of the tender.
12. If the equipment is repaired under warranty by replacing any spare part and later if re-occurrence of problem of same nature occurs and need for replacement of same spare part arises, it is also should be covered under warranty.
13. The lowest financial offer amongst the technically qualified offers will only be considered for further process.
  
14. To arrive at L1 vendor/ lowest offerer – Total cost of the goods inclusive of all items as per mentioned in the scope of supply, inclusive of all applicable duties/ taxes/ transportation charges, installation charges, other statutory levies and inclusive of cost towards Warranty and AMC/CMC as per tender terms (after subtracting buyback charges (if any, wherever applicable, if mentioned in the NIT).  
In case of Foreign Currency Offer, to facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable, to Indian Rupees as follow
  - i. Exchange rate will be taken at the prevailing rate of Custom Exchange Import Rate of the date of opening of financial bids
  - ii. Custom Duty and Allied Charges will be taken at the rate of 30%
  
15. Buyback price is also taken into account while calculating L1, if specifically asked for. Buyback price should be quoted separately so that in case of a decision not to buyback any of them the same can be effected. TMC reserves the right to accept buyback for all or any of the existing equipment. (If applicable)
  
16. The requirement of network facility is different for every equipment. Attach the separate annexure as per the requirement of installation site and vendors to visit the site before submission of tender documents. We need open network facility that has free talk with all available machines.(If applicable)
  
17. TMC – ACTREC reserves the right to purchase all OR any of the quantities tendered.
18. Rules & regulations of TMC will be part of contract.

**Instructions to the Tenderer/Bidder for submitting the tender documents**

1. Tenders are to be submitted in sealed envelopes super scribed with tender number, due date and time and clearly mentioning the name and address of the tenderer.
2. Technical Bid and Financial Bid should be kept in two separate sealed covers and both these covers again to be put in a single sealed cover and are required to be submitted within the specified due date and time.
3. Tenders should be submitted at the Purchase Department , 3 rd floor, Paymaster Shodhika building, ACTREC, Sector 22, Kharghar, Navi Mumbai – 410210 on or before due date and time as specified in the notice inviting tender.
4. Technical Bids will be opened as per tender opening date and time specified in the notice inviting tender, in the presence of the attending bidders.
5. Only technical bid will be open on the due date mentioned in the tender.  
Date of opening of Financial Bids Will be notified at a later date only to the technically qualified bidders
6. Each and every page of the technical offer as well as the financial offer to be signed by the bidder. No overwriting is permissible and such document having correction is liable to be rejected. However, cutting will be permissible on attestation by the authorized person
7. The tenderer /contractor/company should furnish Annexures J to R as per format along with tender technical bid. Format of annexures must be as per the details mentioned above. Any changes in the text matter are not accepted and TMC-ACTREC reserves the right to reject such offers.
8. The bidder should provide Service tax No. and License No. as may be required for manufacturing of item and/or import from foreign origin.
9. Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the item tendered.
10. . Foreign agencies should provide declaration as per following format:
  - a. ***They have a Permanent Establishment or dependent agent in India or not.***
  - b. ***TRC (Tax Residential Certificate) of foreign party (Principals)***
  - c. ***PAN No. of the foreign agency***
  - d. ***Certificate of country of origin of the goods & services offered, to be confirmed by a Certificate of origin at the time of shipment.***

**Annexure F**

**As per attached technical specification**

**Instructions about filling the Financial offer form**

1. The detailed price of the equipment should be quoted in Financial offer of the tender :
  - a) Ex-works cost of the entire equipment as per scope of supply with warranty as asked in the tender documents.
  - b) F.O.B. cost (including handling, inland freight & documentation charges) of the entire equipment
  - c) The freight & insurance charges (up to installation, commissioning and testing).
  - d) Total amount of the equipment on CIP basis, DDU (Delivered Duty Unpaid)/ DDP - ACTREC Kharghar.
  - e) Installation & commissioning charges, if any, should be separately indicated.
  - f) AMC/CMC charges as asked in the tender documents
  - g) The delivery period of the equipment and the time required for installation / commissioning of the equipment must be mentioned.
  - h) The tender of the offer would be CIP/DDU (Delivered Duty Unpaid) / DDP – ACTREC, Kharghar, Navi Mumbai as per the International Commercial Terms, applicable at present. All essential spares, consumables, labour and any other incidental costs required for delivering the equipment up to the site of installation and for the startup of the equipment must be included in the commercial bid.
  
2. Following points shall be considered for arriving the lowest quoted bidder amongst the technically acceptable offers. :
  - a. To compare bids which are quoted with import and in INR, the **CIP/DDU/DDP ACTREC** values shall be considered and conversion factor at the beginning of the month when the financial bids are opened will be considered. To compare with INR quote the value after tax without octroi and buyback (wherever applicable) offer shall be considered.
  
  - b. To arrive at L1 vendor/lowest offerer – Total cost of the good inclusive of all items as per mentioned in the scope of supply, Inclusive of all applicable duties /taxes/transportation charges, installation charges, other statutory levies and inclusive of cost towards warranty and AMC/CMC as per tender terms (after subtracting buyback charges (if any, wherever applicable, if mentioned in the NIT). Exchange rate will be taken at the prevailing rate of Custom Exchange import rate of the month of opening of financial bids.

3. If a tenderer/bidder states /quotes wording such as 'N.A'. or '—' or 'N/A' or 'Not Applicable' or "Nil" charges etc , in the financial bid, then the bid shall be treated as unresponsive and will not be considered. (as per Rule 160 (xiv) of General Financial Rules 2005 vide DAE letter No. 1/5(3)/2012-Budget/ 2483 dated February 20, 2014).

**4. Warranty & post warranty AMC :**

- a. Vendors are required to provide warranty and post warranty AMC/CMC as mentioned in the tender documents.
- b. Warranty period and terms of warranty including accessories, details of preventive / periodic maintenance, frequency and task description must be specified.
- c. Preventive maintenance visits as per manufacturer's recommendations should be undertaken during warranty and AMC period, in addition to the breakdown / service calls.
- d. Tenderer should clearly indicate compliance to these terms in the technical bid. Tenders not confirming to the clause are liable to be rejected.

5. **Validity:** The tendered offer must remain valid at least for a period of **six months** (180 days) from the date of the opening of the technical bid.

**6. Mode of Payment:**

**Terms of payment for offer in INR:**

**Plant, machinery and equipment: In respect of plant, machinery and equipment 80% payment against delivery at purchase's site and preliminary inspection and balance 20% after erection, commissioning and final acceptance and submission of 3% Performance Bank guarantee for a warranty period plus three months from date of installation**

**For Remaining Items (Except Plant, machinery and equipment): Full payment after receipt and acceptance of the stores within 45 days from the date of supply.**

**Terms of payment for offer in foreign currency: Unconfirmed irrevocable letter of credit for 100% payment. All bank charges within India to buyer's account and Outside India it will be on the sellers account. 90% payment will be released through Letter of Credit on receipt of all required original documents. Balance 10% payment will be released on i) successful installation and commissioning ii) acceptance and certification by the user dept. and iii) submission of 3% performance bank guarantee in INR for warranty period plus three months from date of installation**

**7. Uptime Guarantee period:**

The supplier and/or its Indian agent will be required to give the guarantee towards the performance of the equipment during the warranty period and in case of comprehensive annual maintenance contract period for maintaining the equipment in good working condition for a period of at least 347 days out of a period of 365 days a year (i.e. 95% uptime) 24X7. The eight hours non-functioning of the equipment will be considered as one day down time. Essential period to shut down the installation



entirely or partially shall also be included in the down time while calculating the 95% guaranteed uptime. The supplier / agent shall be required to pay a penalty for every day 0.1% of the invoice value per day. If the number of days downtime in each period of 365 days is more than the downtime permissible (which is to be calculated as defined above), the delay for not bringing the equipment in functioning order in any way, directly or even partially will be attributable to the firm. The bidder should provide the details of preventive maintenance to be undertaken through the year. The bills should be raised every month and will be paid every quarterly.

**8. Spares parts :**

The supplier / Indian agent will be under obligation to provide the price list of all the spare parts required to be replaced after warranty period and should certify that the rates indicated in the price list shall be applicable for the period of 5 years after the warranty period.

**9. Consumables :**

- a. Consumables as may be required for installation, commissioning, start up and trial runs shall be supplied by the supplier with the equipment without any extra charges.
  - b. The price list of such consumables which shall be required for running of the equipment thereafter shall be submitted with validity for the period of 2 years warranty and 5 years thereafter.
10. **Liquidated damages:** In event of failure to supply within the stipulated delivery period, the purchaser reserves the right to levy liquidated damages @ 2% per month or part thereof for the delayed supplies.
11. The amount / rate of taxes as may be levied should be indicated separately in the financial offer.

**Tendered requirement is for Non-Research Purpose. Kindly quote GST Rate accordingly**

12. The term “without charges or free of cost” will imply as providing goods or services to the purchaser at no extra charges/cost including tax liability thereon and that the Octroi exemption will not be provided.

**ADVANCED CENTRE FOR TREATMENT RESEARCH & EDUCATION IN CANCER  
TATA MEMORIAL CENTRE  
Plot No-1&2, Sector 22, Kharghar, Navi Mumbai. 410210**

**Commercial Offer /Price Bid Form**

**Tender number: ACTREC/PUR/2021-22/T 133**

**Name of the Equipment: Electrical Stimulator with EMG and Pressure feedback  
(Qty 01 No)**

Sr. No.	Particulars	Quantity	Rate per Unit	Currency	Total Amount
1.	Ex-works cost inclusive of all items as asked in the technical specifications/scope of supply inclusive of warranty as per tender documents	01 No			
2.	Add : Inland handling, Packing and forwarding charges up to the Port of shipment/boarding ( in foreign currency or in INR as the case may be)				
3.	Total FOB cost				
4.	Freight charges with mode of transport from manufacturer's godown to place of installation				
5.	Insurance charges covering all risk in transit from manufacturer's godown to place of installation				
6.	Total CIP value / cost				
7.	Please mention the GST applicable very clearly. Also mention HSN code.  <b>Tendered requirement is for Non-Research Purpose. Kindly quote GST rate accordingly</b>				

8.	AMC/CMC cost for the period as per tender documents				
9.	Shifting charges from the place of off-loading on the other place to the place of installation, if any				
10	Unpacking, Installation, testing & Commissioning charges – startup , trial etc, if any				
11	Agency Commission charges to be paid in Indian rupees, if any				
12	Annual maintenance service charges (Labor only) for the period of 5 years after warranty ( <u>only to be mentioned, if specifically asked in NIT</u> )				
13	Comprehensive Annual Maintenance charges for the period of 5 years payable on yearly basis (in Indian Rupees) after warranty ( <u>only to be mentioned if specifically asked in the NIT.</u> )				
14	Percentage of discount offered on the price / cost of the spare parts, optional accessories during the warranty and AMC period (enclose company price list duly signed and attested)				
15	Percentage of discount offered on the price / cost of the consumables to be supplied during the warranty and AMC period. (enclose company price list duly signed and attested)				
14.	<b>Buy Back</b> (if applicable- only to be mentioned if specifically asked in the NIT.)				
15.	Specify other charges, if any				
16.	HSN CODE				
17	Warranty & delivery Period				

Certified that the above information is correct & true to the best of my knowledge and belief. In case any information is found false and incorrect, the under signatory will be personally responsible for the consequences.

Signature

Name of authorized person for bidder with seal

Annexure J

**ADVANCED CENTRE FOR TREATMENT RESEARCH & EDUCATION IN CANCER  
TATA MEMORIAL CENTRE  
Plot No-1&2, Sector 22, Kharghar, Navi Mumbai. 410210  
PURCHASE SECTION  
VENDOR CAPABILITY FORM**

<b>Tender No:</b>	
Name / Title of the Bidder	
Due Date and time of the submission of the tender.	
Name of the Item / Work	
Full Address (recent)	
E-Mail (recent)	
Tel. No & Mobile No. (recent)	
Fax (recent)	
Name of the person authorized to deal / undertake business for and on behalf of the bidder	
Tel. No & Mobile No. (Recent)	
Fax (Recent)	
E-Mail (Recent)	
Legal entity of the bidder whether Firm / Society / Company / Other entity	
a. Registration No.	
b. Authority with whom registered	
c. Licence No. granted by for	
Main business of the bidder whether Manufacturer, Business Distributor, Wholesale Dealer, Retail trader or Service Agent	
Authorized Area of operation in India	

Name of the Principal Organization / Company for and on behalf working in India	
Origin of the Principal Organization / Company	
Address of the Principal Organization / Company	
Tel. No. & Mobile No.	
Fax	
E-Mail	
Name & Address of the Bankers of the bidders.	
Authority / Delegation / Licence No. & Date granted by the principal to the representative bidder	
PAN No.	
TAN No.	
Registration No. granted by Central Excise Commissioner for Service tax	
GST No.	
Central Excise License No.	
Import / Export Code No.	
License No. for import	
No. of manpower employed by the bidder	
a. Scientific	
b. Technical	
c. Administrative	
d. Finance	
Support facility equipment No.	
Experience of the bidder in dealing with the tendered item. Tenderer must have similar job done in the line of business / experience with 3 to 5 years will be considered	
Whether supply of any item / service to TMC in past; if yes indicate the Purchase Order No. & Date	
Any other relevant information for submission	

Certified that the above information is correct & true to the best of my knowledge and belief. Nothing has been concealed and fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible.

I/We have read all the general and special Terms and conditions of the tender and the same are acceptable to me/us.

(Tender's Signature)

Stamp/Seal

**Annexure K**

*To be printed & executed on Letter head of the principal supplier/manufacturer of the equipment of foreign origin*

**LETTER OF AUTHORIZATION**

I, Mr. \_\_\_\_\_ Chairman / Managing Director / President / Vice-President / General Manager hereby certify and declare that M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ is an organization dealing with the manufacturing and assembling of the equipment \_\_\_\_\_ which is meant for scientific use for research/diagnostic/treatment and having business operations in India.

It is also certified that our representation and operations in India is done & executed by M/s. \_\_\_\_\_ which is a organization constituted under the provisions of \_\_\_\_\_ and having their registered office at \_\_\_\_\_ who has been fully authorized by us to act as our representative in whole or part of India to deal, undertake, participate in the business proceedings, quote rate for supply, installation, testing and commissioning, after sales services of our products / equipments and their spare parts together with consumables and procure purchase orders to pass to us on such rates and conditions as may be negotiated by them for and on behalf of us.

The Indian agent M/s. \_\_\_\_\_ has also been authorized to provide after sales services, supply spare parts and consumables on the authorized rates as indicated in the price list of the company for the period of the currency of warranty and annual maintenance contract thereafter for a period of 5 years. They have also been authorized to negotiate the rate for allowing special discount to the hospital.

**Signature**

**Name of authorized person for bidder with seal**

*To be printed & executed on Letter head of the supplier company / Indian agent*

**UNDERTAKING**

To,  
The Director,  
Advance Centre for Treatment Research & Education in Cancer  
Kharghar, Navi Mumbai – 410210.

1. I, the under signatory hereby undertake to supply, install and erect, testing & commission and maintenance of the equipment namely \_\_\_\_\_ for and on behalf of bidder on agreed terms and conditions as have been stipulated and mentioned in the Purchase order on acceptance of my offer for the above equipment / item.
  
2. I, the undersigned also hereby undertake to assure and promise to provide the spare parts within reasonable time for operation of the aforesaid equipment without any charge during the warranty period of 2 years and thereafter I will make available all the spare parts and consumables on the agreed price during the period of annual maintenance contract at least for the period of 5 years from the date of completion of the warranty period at the negotiated rate allowing discount on the price list of the company, authenticated copy of which will be submitted for your record.
  
3. Further also, I undertake to assure and promise to provide technical operational training to the scientific and technical staff members of the user Institute without any charge after commissioning of the equipment and condition thereof. In case training experts are not available in India the necessary operational training not exceeding to one week shall be arranged by the manufacturing company of the equipment in the manufacturing / assembling unit of the equipment in the foreign country of origin.

**Signature**

**Name of authorized person for bidder with seal**

## NEFT FORM Format

APPLICATION FORM FOR DEPOSITING PAYMENT AGAINST BILLS IN BANK ACCOUNT BY  
ELECTRONIC CLEARING SERVICE / NEFT

1)	Name of the Vendor	
2)	Vendor Address & Other Particulars	
a)	PAN NO.	
b)	GST NO.	
c)	CST NO.	
d)	Mobile No.	
e)	Email ID	
3)	Account Holder's Name ( <b>Title of the Account</b> )	
4)	Bank Account No.	
5)	Bank Name, Branch & Address	
6)	9-Digit MICR code of the bank	
7)	Account type ( <b>SB/CURRENT</b> )	
8)	IFSC Code ( <b>attach Xerox copy of cheque</b> )	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete information, I shall not hold the user institution responsible. I agree to discharge the responsibilities as a participant under the scheme.

---

**Signature of the Vendor with seal.**

Certified that the particulars furnished above are correct as per our records.

---

**Signature of the authorised official from the bank.**

**Bank stamp :**

**Date :**

---

**Note: Xerox copy of cheque may be attached, without which the form will not be accepted.**



**Format of Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- stating their in as under:-**

1. Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
2. That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 5 years.
3. That the firm has deposited up to date Sales Tax and Income Tax. (Upload scans copy of clearance / Return certificate).
4. That the rates quoted by the firm are the lowest and not higher than the wholesale market rates /quoted in any other Institution or Hospitals. Rates have been checked by me / us and if approved I shall supply that items in the specified period.

*To be printed & executed on Letter head of the supplier company / Indian agent*

**Schedule of disclosure of existing customers to who supply of equipment / service made available in India**

**CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ having manufacturing factory / unit at \_\_\_\_\_ and having registered office at \_\_\_\_\_ is a company registered and incorporated company under the Law of the land of \_\_\_\_\_, is our the principal company manufacturing the equipment namely \_\_\_\_\_. The said equipment has been supplied, installed and successfully commissioned with the users as are listed with their addresses in annexure hereto.

This is also to certify that we have not supplied above named equipment to any of the users in India at the cost less than the price quoted by us to Director, ACTREC, within the period of last six months.

**Signature**

**Name of authorized person for bidder with seal**

*(To be printed & executed on Letter head of the bidder and also required details to be filled like Tender No, Offer No and if applicable, evidence of valid registration by the Competent Authority shall be attached)*

To,  
The Director,  
Advance Centre for Treatment Research & Education in Cancer  
Kharghar, Navi Mumbai – 410210.

Sub: Compliance against OM F. No.6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance with respect to Insertion of Rule 144(xi) of General Financial Rules(GFR), 2017 and OM F.18/37/2020-PPD Dated 08.02.2021 issued by Ministry of Finance with respect to clarification issued against Restrictions under Rule 144(xi) of General Financial Rules(GFRs), 2017

Ref:

1. OM F. No.6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance with respect to Insertion of Rule 144(xi) of General Financial Rules(GFR), 2017
2. OM F.18/37/2020-PPD Dated 08.02.2021 clarification issued under OM F.18/37/2020-PPD Dated 08.02.2021 with respect to Restrictions under Rule 144(xi) of General Financial Rules(GFR), 2017
3. Your Tender No-.....
4. Our Offer Ref No-----

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature

Name of authorized person for bidder with seal

## FORM OF BID SECURITY DECLARATION (EMD)

**DECLARATION SHOULD BE ON LETTER HEAD WITH SIGNATURE AND SEAL OF COMPETENT AUTHORITY.**

Date: [insert date (as day, month and year)]

To,

Director,  
TATA MEMORIAL CENTRE – ACTREC  
Plot No. 1 & 2, Sector 22,  
Kharghar, NAVI MUMBAI 410 210.

Tender No. \_\_\_\_\_.]

I/we have gone through the tendering conditions pertaining to the Tender and General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract for the period of time of **3 years** , if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the tender; or
- (b) having been notified of the acceptance of our Bid during the period of bid validity,
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Performance Security

Purchaser will be at liberty to accept anyone or more of the items of stores offered by us and I/We shall be bound to supply the stores as may be specified in the purchase order / contract.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown]  
In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]