**Notice inviting TENDER (NIT)**

Director, Advanced Centre for Treatment Research & Education in Cancer (ACTREC), Tata Memorial Centre, Plot No-1 & 2, Sector 22, Kharghar, New Mumbai 410210, invites Tender in Two-parts for the supply of Surgical Instruments as per below mentioned details:

|  |  |
| --- | --- |
| **Tender Number** | **ACTREC/SUR/2022-2023/T/56****88** |
| **Tender Date** | **06/07/2022** |
| **Tender Name**  | **SUPPLY OF SURGICAL INSTRUMENTS AS PER TENDERED SPECIFICATIONS** |
| **Mode of Tendering** |  **Two-Part TENDER** |
| **Tender Processing Fee to be paid**  | **NIL**. |
| **EMD** by Demand Draft to be drawn in favour of Director ACTREC | **Rs.1,17,110/-** Tenderer’s who are registered with NSIC/SSI/MSME are exempted from paying EMD provided they submit photocopy of registration certificate. If EMD is not submitted and registration certificate copy is not submitted the tender/bid shall be disqualified |
| **Dates of availability of Tender Documents for view and download** | **On 06/07/2022 from 15.30 hrs.****to 27/07/2022 up to 17.00 hrs.** on website [**www.actrec.gov.in**](http://www.actrec.gov.in)**.** |
| **Pre Bid Meeting**  | Pre-Bid query may be addressed to the Surgical Purchase Dept. ACTREC via hardcopy/email on or before 15/07/2022 by 11:00 hrs.rdmello@actrec.gov.in, surg.purchase@actrec.gov.in akokare@actrec.gov.in,

|  |
| --- |
|  Pre Bid Meeting will be held on **15/07/2022 (16:00 hrs onwards)**  |
|  |

Pre Bid Meeting will be held on **\*\*/07/2022 (15:00 hrs onwards)** |
| **Due date and time of submission of tenders:** | **on 27/07/2022** – till **17.00** hrs. |
| **Date and time of opening of Technical Bid.** | **on 28/07/2022 from 14:30** hrs. onwards |
| **Date of opening of Financial Bids of qualified bidders** | Will be notified at a later date  |
| **DELIVERY** | Within 6 weeks from the date of Purchase Order |

**NOTE:**

**Following documents are attached herewith as a part of NIT:**

|  |  |
| --- | --- |
| **ANNEXURES** | **TITLES** |
| **A** | Instructions for filling Tenders |
| **B** | Eligibility criteria for the tenderer/Bidder |
| **C** | Eligibility of the tender documents |
| **D** | General Terms and conditions of the tender |
| **E** | Special conditions of the tender |
| **F** | Instructions about filling the Financial Offer form (Part II) |
| **G** | Format of Vendor capability proforma to be duly filled, signed, stamped and to be submitted with the technical bid Part-I |
| **H** | Format of Letter of authorization from the Manufacturer/supplier to be duly filled, signed, stamped and to be uploaded with the technical bid (Part-I)  |
| **I** | Format of NEFT/RTGS details to be duly filled, signed, stamped and to be uploaded with the technical bid Part-I |
| **J** | Format of Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- to be duly filled, signed, stamped and to be uploaded with the technical bid Part-I |
| **K** | 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 Part-I |
| **L** | 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 uploaded with the technical bid Part-I |
| **M** | Compliance required against OM dated 23.07.2020 issued by Ministry of Finance w.r.t amendment of General Financial Rules-PART-I |
| **N** | Bid Security Declaration –PART-I |
| **O** |  Format of Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- to be duly filled, signed, stamped and to be uploaded with the technical bid Part-I |
| **P** | List of Surgical Instruments –Samples to be demonstrated by bidders for technical evaluation. Demo should be provided whenever asked for. Part-I |
| **Q** | Technical offer form/Technical Bid inclusive of Technical specifications/Scope of supply and compliance form (Part I) |
| **R** | Financial offer form (Part-II) – Price Bid |

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

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

1. For Tender Technical Specifications of Equipment: -
	1. Mr.Sachin Walawalkar, CSSD Dept, Tel- 022-27405000/022-68735000 Extn-5089
2. For Commercial / Financial Terms
	1. Deputy Controller of Accounts at Tel No. : 022-27405021/ 022-68735021
3. For Tender Procedure clarification and other tender related queries:
	1. Purchase Dept at Tel No. : 022-27405000/022-68735000 Extn. 5041, 5002, 5155

All above clarification if any may be sent to email id:- akokare@actrec.gov.in, rdmello@actrec.gov.in kshetty@actrec.gov.in,

**ACTREC shall not be responsible in any manner for whatsoever reasons, for delayed upload of the tender/late submission of the tender/late submission of Bid Security Declaration.**

JR.PURCHASE OFFICER

 **For ACTREC**

**Annexure A**

**INSTRUCTIONS FOR FILLING TENDERS**

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

1. **Before filling up the tender, read all instructions, tender terms and conditions properly.**

The contract of supply will be governed by these terms and conditions. Your signature will be indicative that you have read and accepted all the conditions and undertake to abide by these conditions unless specifically denied/mentioned by you in your offer.

* 1. On behalf of DIRECTOR, ACTREC, TATA MEMORIAL CENTRE, Plot No-1&2, Sector 22 Kharghar, Navi Mumbai Mumbai-410210 (hereinafter referred to as the Purchaser) invites tenders for the supply of item as set forth in the “Notice Inviting Tender” and “Item Details/Technical Bid –Annex and “Financial BId” -Annex. The contract, if placed, shall be governed by (i) the latest version of TMC-ACTREC Terms and Conditions of Contract,
	2. It will be presumed that the firms who have submitted the tender along with Bid Security Declaration and have gone through all the terms and conditions of tender thoroughly and accept TMC conditions of contract, and there is no deviations in their quotations.
1. **Tender NIT documents consist of :**
	1. Eligibility criteria for the tenderer/Bidder
	2. Eligibility for acceptance of the tender documents
	3. General Terms and conditions of the tender
	4. Special conditions of the tender
	5. Technical offer form (Part I) inclusive of Technical specifications/Scope of supply and compliance form. **Tenderer/Bidder should not disclose price or any other charges in Part-I. Also no price or any other charges details shall be uploaded in Part-I**
	6. No Financial Bid or any indication towards quoted prices should be included in Part-I offer.
	7. Instructions about filling the Financial Offer form (Part-II ).
	8. Financial offer form (Part-II). **.**
	9. Format of Vendor capability proforma to be duly filled, signed, stamped and to be uploaded with the technical bid (Part-I)
	10. Format of Letter of authorization from the Manufacturer to be duly filled, signed and stamped by Manufacturer and to be submitted with the technical bid (Part-I)
	11. Format of NEFT/RTGS details to be dulyfilled, signed, stamped and to be submitted with the technical bid (Part-I)
	12. 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 (Part-I)
	13. 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 (Part-I)
	14. 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 (Part-I)
	15. Format of Compliance required against OM dated 23.07.2020 issued by Ministry of Finance w.r.t amendment of General Financial Rules (Part-I)
	16. Format of Bid Security Declaration (Part-I).
2. 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.
3. An Earnest Money deposit as mentioned in the notice inviting tender are to be paid at Cash counter. Ground floor, Paymaster Shodhika Building, ACTREC, Kharghar, Navi Mumbai 410 210 by Demand Draft in favor of ““Director, ACTREC” payable at Kharghar, Navi Mumbai – 410210.

**Exemption against submission of EMD will be applicable as per prevailing rules of Government of India under GFR**

1. The EMD Receipt number and date should be mentioned on the envelope.
2. The photo copy of EMD receipt should be enclosed in Technical Bid of the tender documents. The photocopy of the original money receipt must be kept with the vendor and to be shown at the time of tender submission.
3. Tenders received without paying the EMD charges shall not be considered.
4. 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
5. The tenderer /contractor/company should furnish **Annexures A to Q 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.
6. The bidder should provide Service tax No. and License No. as may be required for manufacturing of item and/or import from foreign origin.
7. Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the item tendered.
8. **Filling of Tenders**
	1. Tenders should be duly filled in and duly signed and stamped on all Pages. **Please give Page Nos. for all the documents submitted.**
	2. Tenderers must fill-in the Technical offer form, financial offer form and attach copy of duly filled documents as asked in the NIT.
	3. All the mandatory fields of the Technical offer form and Financial offer form (i.e. Financial Bid) including basic rate, all taxes and duties (including maximum percentage of GST (SGST / CGST / IGST) or any other taxes/duties which may become applicable during the currency of the contract, freight up to destination and any other charges have to be filled up by the vendor.
	4. Tenderers should show discount in the financial offer form (i.e. Financial **B**id) only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position i.e. rate quoted without any conditions attached (viz. Discount/Rebates having linkages to quantity, payment, inspection agency, destination, delivery place etc.) will only be considered for evaluation purpose. In other words, discounted rates linked to quantities, prompt payment etc. will be ignored for determining inter-se position. Purchaser, however reserves the right to use the discounted rate/rates considered workable and appropriate, for counter offer to the successful tenderers.
	5. Tenders should show discount in % in the discount column and conditional discount will not be considered.
	6. Tenderer should accept all TMC-ACTREC conditions of contract. Any condition not in conformity with TMC-ACTREC conditions of contract shall not be accepted and will be rejected.
	7. Delivery is required to be made to the Surgical Stores Department, ACTREC after due Security check. Any deviation from the same may be considered as commercially unresponsive and the offer will be rejected..
	8. Manufacturer’s name and address and Brand of the stores offered must be stated. Otherwise offers are liable to be rejected.
	9. Offers should be valid for 180 days after closing date of tender. Any offer having lesser validity shall be deemed as commercially unresponsive and will be liable to be ignored.
9. The Tenderers are required to quote in the same rate units (Numbers /Kgs./Sets /Mtrs /Boxes etc) as given in the tender schedule. Any deviation in this aspect will make the offer to be summarily ignored.
10. **Documents to be submitted along with tender**
	1. Technical bid
	2. Relevant technical literature, product brochure, catalogues etc.
	3. NSIC/SSI/MSME registration certificate copy, if applicable.
	4. Vendor capability proforma duly filled, signed and stamped as per format attached
	5. Letter of authorization from the Manufacturer/supplier duly filled, signed and stamped as per the format attached
	6. NEFT/RTGS details Proforma as per format attached
	7. Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- as per format attached
	8. 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, as per format attached
	9. Format of Disclosure of existing customers to whom the supply of equipment / service was made available in India as per format attached
	10. Name and address of all Partners/ Director of the firm on Company letter head.
	11. GST / Registration Certificate copy.
	12. Copy of the Factories Act Registration or Shops and Establishments Act Registration or Small-Scale Industries registration as applicable.
	13. Last 3 years Income Tax Return duly acknowledged
	14. Balance Sheet and Profit & Loss Account of the firm for the last fiveyears duly certified by Chartered Accountant.
	15. Copy of GMP license under schedule M , if applicable
	16. Compliance against OM dtd. 23/07/2020 issued by Ministry of Finance w.r.t. amendment of General Financial Rules.
	17. Bid Security Declaration.

It is the vendor’s responsibility to submit all relevant and applicable documents as the case may be. The offer shall be technically evaluated only if all the relevant and applicable documents are submitted, failing which TMC-ACTREC reserves the right to reject the offer.

1. **Filling the compliance form:**

Vendors are advised to complete the “Compliance column” mentioned in the Technical Offer Form-Part-I. Compliance column may be filled with relevant data, figures, range etc. as applicable instead of just mentioning "YES / NO / Complied”

1. **Tender/Bid Submission**

 The said tender should be submitted **in two parts i.e. ‘Part I-Technical Bid’ (as per the formats**

 **given in Annexure –A to Q along with supporting documents) and ‘Part II-**

 **Financial Bid’ (as per format ‘Annexure -R’) respectively and each to be submitted in separate**

 **envelopes.**

 Sealed Envelopes of Both Part – I and Part – II tenders are to be sealed in separate envelope of suitable size & super-scribed ‘**Ref. No. ACTREC/SUR/2022-2023/T/56’, Tender name and due date of the tender**  addressed to the **“Director, ACTREC, KHARGHAR, SECTOR-22, NAVI MUMBAI .** Properly sealed envelopes should reach at “ Surgical Purchase, Room number PS 11, Ground floor, Pay Master Shodhika, ACTREC, Plot No- 1 & 2, Sector 22, Kharghar, Navi Mumbai 410210 on or before the due date and time for closing the tender as specified in the notice inviting tender.

1. **Tender Opening**

 The Part-I (Technical Bid) will be opened as per tender opening date and time specified in the notice inviting

 tender, in the presence of the attending bidders.

1. After opening the technical bid, the **Documents** submitted by the respective tenderers will be evaluated and **financial bid** will be opened only of technically qualified tenderers.
2. Time and date of opening of **Part II- Financial Bid** will be intimated only to the tenderers who will be qualified after evaluation Part I- (Technical Bid) i.e. Part II of the tenders will be opened on a date to be intimated later, only if Part I of the bid is technically accepted.

1. **No tender will be accepted unless the full amount of Earnest money deposit of Rs.1,17,110/- (One lakh seventeen thousand one hundred and ten rupees) is paid. The earnest money deposit**  as mentioned in the notice inviting tender is to be paid at Cash Counter. Ground floor, Paymaster Shodhika Building, ACTREC, Kharghar, Navi Mumbai 410 210 by Demand Draft in favor of “Director, ACTREC” payable at Kharghar, Navi Mumbai – 410210**. Original EMD receipt must be enclosed along with tender document (Technical Bid Part- I). The EMD receipt number and date should be mentioned on the envelopes (i.e. Technical Bid Part – I & Price bid part – II). The copy of the EMD receipt must be kept with the vendor and to be shown at the time of tender submission**

**Exemption against submission of EMD will be applicable as per prevailing rules of Government of India under GFR**

**Only technically qualified and commercially lowest offers will be considered for further process.**

1. **Bid Security Declaration:** The tenderer has to submit the “Bid Security Declaration” as per ANNEXURE ‘N’ attached in the tender document.
2. No tender will be accepted unless the Bid Security Declaration (Annex-N) is enclosed along with **Part I- Technical Bid** of tender document.
3. Officer authorized on behalf of the Director, TMC/ ACTREC does not bind himself/ herself to accept the lowest or any other offer and reserves the right to cancel, reduce or divide the contract on more than one source without assigning any reason for such action

**Annexure B**

**ELIGIBILITY CRITERIA FOR THE TENDERER/BIDDER**

Tenderers/Bidders confirming the following criteria will be eligible to participate in the e-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/ Indian subsidiary/ authorized distributor of OEM with a legal status in India as on tender opening date.
7. Providing ‘GST Registration No.’ in the vendor capability form is must for tenderer / bidder.

# Eligibility criteria as per OM Dated 23.07.2020 issued by MoF w.r.t amendment of GFR

* 1. 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.
	2. "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.
	3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
		1. An entity incorporated, established or registered in such a country; or
		2. A subsidiary of an entity incorporated, established or registered in such a country; or
		3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
		4. An entity whose beneficial owner is situated in such a country; or

# An Indian (or other) agent of such an entity; or

* + 1. A natural person who is a citizen of such a country; or
		2. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
	1. The beneficial owner for the purpose of (8.3) above will be as under:

# 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: -

* + - 1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
			2. "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 shareholder’s 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.
	1. 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.

9.  **Qualification Criteria (**proof to be submitted):

1. Status: The Bidder should be a Manufacturer / Indian Subsidiary/ Authorized distributor with a legal status in India as on tender opening date

2. Turnover: Eligible Bidders should have an average minimum annual turnover of Rs.25 lakhs for a minimum of three years in the last five financial years. **In order to authenticate, a certificate regarding turnover from a qualified Chartered Accountant is required to be furnished along with ‘Technical Bid’ (Part- I).**

3. Minimum Work of Similar Nature:

1. Eligible Bidders should have successfully executed at least three Orders of Surgical Instruments in the past 3 years to any Public/ Private Hospital.
2. Eligible Bidders should have successfully supplied Surgical Instruments to the tune of Rs.5 lakhs single order in the past 3 years to any one of Public/ Private Hospital.
3. The bidder should have successfully supplied large order of similar items to any of the Institutes of National Importance like AIIMS, PGI, JIPMER etc. or to TMC or any major Oncology Hospitals.

4.The Tenderer (manufacturer) should furnish along with tender a notary affidavit on Non Judicial Stamp Paper of Rs.100/- stating therein as under: -

* 1. That the firm has been manufacturing and/or marketing the quoted products for more than three consecutive financial years.
	2. That the firm is having its manufacturing unit as per norms of revised schedule “M” of the Drugs Act & is having GMP / WHO-GMP/ IPF/ USFDA / CEE/ ISO/ DGQA/ BIS/ ICMED certificate valid till date. (Mention whichever is applicable).

**Certifications:**

1. Performance certificate from FDA Maharashtra or relevant state FDA Authorities (if applicable)
2. GMP certificate under schedule M (if applicable)
3. Copy of FDA Licience/ ISO/ CEE if applicable
4. For items which are TUV, ASTM. CE, ISI (BIS), EN certified the respective test report from an approved laboratory with sample attached to the report and stamped like packaging material.

**Specifications of the Instruments:**

1. The instruments quoted should be of high quality standard and rust free.
2. The instruments quoted should be autoclavable multiple times without change in its physical features.
3. The grade of steel must be Surgical SS 410/ SS 420/ SS316. The grade of steel used in to be stamped on the instrument.
4. Two year comprehensive warranty must be provided for all the instruments
5. The vendor must submit 83 Nos of instruments as sample for technical evaluation as per the list attached. In case the vendor is not manufacturing any of the items in the list and hence not quoted for the same, an alternate sample is to be submitted for technical evaluation. It is responsibility of the quoting vendor to submit the samples/demo on stipulated dates decided by TMC. TMC reserves the right to reject the offer in absence of the sample/ demo. The vendor must submit samples with a label specifying the Item code, name of the article and the name of the vendor. The name of bidder/ manufacturer must be printed on the sample instrument. PLEASE SEEE ANNEX-P FOR THE LIST OF ITEMS TO BE DEMONSTRATED AS A PART OF TECHNICAL EVALUATION.
6. 6. Vendor must submit a complete catalogue of the Surgical Instruments

**Testing:** One random sample of instruments will be sent for testing in an approved metallurgical laboratory by ACTREC. The cost for the same will have to borne by the bidder to the testing laboratory

**L1 identification Criteria**. The L1 will be identified for individual item of technical acceptable bids.

**NOTE:**

**Bids of tenderers/bidders not confirming to any of the above mentioned criteria are liable to be rejected.**

**Annexure C**

**ELIGIBILITY OF THE TENDER DOCUMENTS**

Tender may be declared as 'Unresponsive/not eligible' under following conditions:

1. Tenders submitted after due date and time.
2. The tender validity is shorter than the required period as asked in the tender.
3. Required Bid Security Declaration has not been submitted.
4. The tenderer has quoted for goods without a valid certificate of authorization.
5. The tenderer has not agreed to give the required security deposit/performance bond as asked in the terms.
6. The tenderer has not agreed to special conditions of the tender.
7. Tenders with conditional offers.
8. The tenderer who has furnished incomplete, incorrect or misleading information.
9. At the time of opening of technical bid Part-I,  if a tenderer has included price or any other charges in Part-I or has failed to submit Part-II separately
10. The tenderer not fully complying with the warranty clause as per tender terms.

**Annexure D**

**GENERAL TERMS AND CONDITIONS OF THE TENDER**

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 will be under obligation to submit the technical specifications & Compliance of the specified item as asked in the tender documents
4. 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.
5. 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.
6. 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.
7. 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.
8. Compliance of National standards of the country of origin of the manufacturer should be certified by the tenderer/bidder.
9. The risk of loss in transit of the goods / services shall be the responsibility of the tenderer/bidder.
10. 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.
11. 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.
12. 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.
13. The tenderer/bidder will be responsible for safe transit of the goods under proper goods insurance coverage and under standard conditions.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. The tenderer/bidder should obtain clearance from structural consultant before starting the work (wherever applicable).
21. 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.
22. The successful tenderer/bidder will have to enter into an Agreement for the contract of supply, installation, commissioning and maintenance of the equipment/ Instruments including the supply and availability of the spare parts.
23. 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 submission of Bank Guarantee for the like amount. A Performance Security deposit of 3% of Contract Value (including GST) to be paid either through DD or in the form of Bank Guarantee to be given for satisfactory performance for the period of Guarantee/ warranty + 03 months.

Performance guarantee should remain valid for a period of Ninety days beyond the date of completion of all contractual obligations of the vendor.

Those vendors who 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.

1. 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.
2. 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.
3. 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.
4. If the tenderer/bidder is not capable of quoting particular item/ items, tenderer/bidder should clearly mention in the Technical bid (Part I) in the compliance report.
5. The tenderer/bidder has been authorized to inspect the site for installation of the equipment / Instruments without payment of visiting fees to the Institute before submitting its tender, if found necessary, with prior permission.
6. 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.
7. 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.
8. Scope of supply should include supply of Surgical instruments against purchase order/s as per technical specifications, quantity, delivery place (FOR: Destination i.e. TMC-ACTREC, Kharghar, Navi Mumbai & delivery schedule indicated in the respective purchase order & provide comprehensive warranty of 2 years and service support after warranty
9. 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.
10. The tenderer/bidder having their warehouses/service centre and facilitation center in the city of Navi-Mumbai / Mumbai  will be desirable and advantageous for attending the calls to reduce the down-time
11. **The Law in force in India, from time to time shall only have application, and the courts in Mumbai shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract.**
12. **There shall be no obligation on the part of TMC to purchase any minimum quantity from the successful tenderer**
13. **The contract entrusted to the successful companies will be subject to “Force Majeure” clause as per section 56 of the Indian Contract ACT**
14. **The company must clearly understand that the contract is liable to be terminated in the following circumstances without giving any notice and at no cost to TMC:**
	* **Failure to supply goods for more than one month after the due date of supply.**
	* **Failure to abide by the rules, terms and conditions of the contract.**
	* **Termination of agency agreement between the vendor and his principals.**
	* **Information obtained from other sources regarding prosecution under any of the tax laws or the FDA act.**
15. **It will be the sole responsibility of the vendor to accept & replace the malfunctioning /broken instrument during warranty period with new instrument at no cost to TMC.**
16. **REPEAT ORDER:**  The Hospital has right to place Order with mutual acceptance of contractor/supplier for an additional quantity equal to 100% of the original Order with the successful bidders at same rates,

 terms & conditions within a period of 01 Year from the date of Order or during the currency of the

 Order.

**40. Forfeiture of the E.M.D**.: If for any reason whatsoever any tenderer/bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of Intent/ Work Order, Purchase Order, refuses to execute the Work Order / Purchase order or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited by ACTREC.

**41. Refund of E.M.D. :**The Original E.M.D. receipt along with written request letter needs to be submitted in the Surgical Purchase Department for Refund of E.M.D.

a) EMD of the successful tenderer/bidder shall be refunded after the security deposit as called for the contract is furnished.

b) EMD furnished by all unsuccessful tenderer/bidder will be returned as early as possible after the expiry date of validity of their offer but not later than 30 days of award of the contract.

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

**Annexure E**

**SPECIAL CONDITIONS OF THE TENDER**

1. Item/Equipment quoted should 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 terms in the technical bid ( Part-1) as specified in the technical offer form Part -I . Bids not fully complying with the warranty and AMC terms are liable to be disqualified.
4. **After opening of the Technical bid (Part-1), Physical demonstration of the quoted model may have to be shown / arranged by the bidder, if requested by the Institute. Physical Demonstration may be requested to confirm the availability of any or all technical features as mentioned/stated in the technical bid. Physical Demonstration will also be a part of technical evaluation process.  If the bidder does not comply, such bids are liable to be rejected. (for more details please see Annex-P).**
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.
6. Tenderer/bidder are required to provide list of current installations in India and or abroad (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.
7. Past experience of the bidders in terms of quality of supplied equipment, 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 equipment, after sales service and application support, bids of such bidders may liable to be rejected.
8. **Unpacking and shifting the consignment to the installation site is to be included in the scope of supply. Bidder should take responsibility to lift/shift the consignment from the unloading site to the installation site. Additional manpower if needed for shifting/lifting etc., bidder has to arrange for the same at no cost to ACTREC. To get an idea about unloading site and proposed installation site, bidder may visit the site before submitting the tender.**
9. Complete and detailed information should be provided in respect to each point specified in the specifications. Technical bids that are incomplete in any respect are liable to be rejected.  Provide relevant supportive information, publications, catalogue, etc. Bidders providing misleading or wrong information are liable to be rejected. All technical claims should be printed in the technical brochure of the equipment.
10. 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.
11. The replacement of defective parts/ items 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.
12. 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.
13. 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.
14. The lowest financial offer amongst the technically qualified offers will only be considered for further process.
15. To arrive at L1 vendor/ lowest offerer – Item wise L1 evaluation will be done on Total cost of individual item 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.

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)

1. Network – The requirement of network facility is different for every equipment. Please 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)
2. **The manufacturer / vendor must laser print the supplied instruments with the month and year of the Hospital purchase order as per the format provided by the hospital**
3. TMC – ACTREC reserves the right to purchase all OR any of the quantities tendered.
4. Rules & regulations of TMC will be part of contract.

**Annexure F**

**INSTRUCTIONS ABOUT FILLING THE FINANCIAL OFFER FORM (PART II)**

1. Financial offer form shall be submitted (Part-II) in a separate envelope
2. The detailed price of the equipment should be quoted in Financial offer Part -II of the tender: The offer would be 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.
3. Format of the financial offer form /Financial Bid is provided (Refer Annex R in EXCEL FORMAT). Bidders are required to fill in the relevant information as per instructions given in the financial offer form.
4. **In the price bid/financial offer form, tenderer/bidder should ensure to quote the prices in the prescribed format. In the price bid, only figures should be typed without using any separators, commas, other signs, letters, etc.**
5. **If a tenderer/bidder states /quotes wording such as ‘N.A’. Or ‘—‘or ‘N/A’ or ‘Not Applicable’ or “Nil” charges etc in price bid, then the bid shall be treated as unresponsive and will not be considered. (As per Rule 160 (xiv) of General Financial Rules 2017 vide DAE letter No. 1/5(3)/2012-Budget/ 2483 dated February 20, 2014).**
6. **Warranty & post warranty AMC**:
	1. **Vendors are required to provide warranty as per mentioned in the technical offer Part-I. Initiation of warranty shall begin from the date of successful installation and commissioning of the equipment.**
	2. Warranty period and terms of warranty including accessories, details of preventive / periodic maintenance, frequency and task description must be specified**.**
	3. 2 numbers of Preventive maintenance visits and breakdown visits as and when needed should be undertaken during warranty and free AMC period.
	4. **Vendors should offer AMC or CMC as per asked in the technical offer form part-I**
	5. Tenderer should clearly indicate compliance to these terms in the technical bid (part-I). Tenders not confirming to the clause are liable to be rejected
7. **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 tender.
8. **Mode of Payment:**
	1. **Terms of payment for offer in INR:**
		* 1. **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. TWO years comprehensive warranty must be provided for the Instruments**
			2. **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.**
9. **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. 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 supplier / agent shall be required to pay a penalty for every day 0.1% of the invoice value per day. 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.

1. **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.

1. **Consumables:**
	1. 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.
	2. 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 5 years.
2. **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.
3. The amount / rate of taxes as may be levied should be indicated separately in the financial offer.
	1. **Tendered requirement is for Non-Research Purpose, kindly quote GST Rate accordingly**
4. 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 Tax exemption will not be provided.

**Annexure G**

|  |
| --- |
|  **TATA MEMORIAL CENTRE** |
| **ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC)** |
| **- PURCHASE SECTION** |
| Plot No.1& 2, Sector No.22, Kharghar, Navi Mumbai – 410210 |
| State: Maharashtra, INDIA |
| **VENDOR CAPABILITY FORM** |
| Name / Title of the Bidder |   |
| Due Date 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. |   |
| GST 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.  |   |
|   |   |
|   |   |
| 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. |
|  |  |
|                                                                                                  |
|   | **Signature and seal** |

**Annexure H**

*To be printed & executed on Letter head of the 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 an 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 / equipment 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**

**Annexure I**

|  |
| --- |
| **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. |   |
| d) | Mobile No. |   |
| e) | Email ID |   |
| 3) | Account Holder's Name **(Title of the Account)** |   |
| 4) | Bank Account No. |   |
| 5) | Bank Name, Branch & Address |   |
| 6) | 9-Digit MICR code of the bank |   |
| 7) | Account type **(SB/CURRENT)** |   |
| 8) | IFSC Code **(attach xerox copy of cheque)** |   |
| 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 would 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.** |

**Annexure J**

**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. (to submit 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.

**Annexure K**

*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 / Instruments 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.

1. 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. Two years comprehensive warranty for all the Surgical Instruments.

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**

**Annexure L**

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

**Format of disclosure of existing customers to whom 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**

**Please attach a separate sheet with Contact details of the end users like name of the end user, Organization name, contact email ID, tel. no. etc.**

**Annexure M**

**(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 of issued by Ministry 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**

**Annexure N**

**BID SECURITY DECLARATION**

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

Date (Insert date (as day, month and year)

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 :

1. have withdrawn our Bid during the period of bid validity specified in the tender; or
2. having been notified of the acceptance of our Bid during the period of bid validity,
3. fail or refuse to execute the Contract, if required, or
4. 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.)

**Annexure O**

**FORMAT OF NOTARY AFFIDAVIT ON NON- JUDICIAL STAMP PAPER OF RS.100/- STATING THEIR IN AS UNDER: -**

1. That the firm has been manufacturing and/or marketing the quoted products for more than three consecutive financial years.
2. That the firm is having its manufacturing unit as per norms of revised schedule “M” of the Drugs Act & is having GMP / WHO-GMP/ IPF/ USFDA / CEE/ ISO/ DGQA/ BIS/ ICMED certificate valid till date. (Mention whichever is applicable).

**Annexure P**

List of Surgical Instruments –Samples to be demonstrated by bidders for technical evaluation:

The vendor must submit below mentioned 83 Nos. of instruments as samples for technical evaluation as per the below mentioned list. In case the vendor is not manufacturing /quoting any of the items in the list and hence not quoted for the same, an alternate sample is to be submitted for technical evaluation. It is responsibility of the quoting vendor to submit the samples/demo on stipulated dates decided by TMC. TMC reserves the right to reject the offer in absence of the sample/ demo. The vendor must submit samples with a label specifying the Item code, name of the article and the name of the vendor. The name of bidder/ manufacturer must be printed on the sample instrument

|  |  |
| --- | --- |
|  1 | BONE NIBBLER  |
| 2 | B.P. HANDLE SIZE 3 (SCALPEL HANDLE)  |
| 3 | FORCEPS BABCOCK 6 INCH  |
| 4 | FORCEPS BABCOCK 8 INCH (VASCULAR)  |
| 5 | ALLIS FORCEPS STRAIGHT 6 INCH |
| 6 | ADSONS FORCEPS TOOTHED 5 INCH |
| 7 | BONE CUTTER - 7 INCHES  |
| 8 | FORCEPS LANES TISSUE STRAIGHT 8 INCH  |
| 9 | RETRACTOR RIGHT ANGLED-(60MM X 20MM) |
| 10 | RETRACTOR RIGHT ANGLED-(25MM X 7MM) |
| 11 | RETRACTOR RIGHT ANGLED-(50MM X 11MM) |
| 12 | MASTOID RETRACTOR 4 INCH |
| 13 | MICROSCISSORS FOR EAR SURGERY  |
| 14 | J NEEDLES NO.8  |
| 15 | VEIN LOOPS  |
| 16 | SCISSOR METZ CURVED TC 6 INCH DOLPHIN  |
| 17 | SUCTION TIP (YANKEURS)  |
| 18 | FORCEPS PLAIN 6INCH (MCINDOES)  |
| 19 | RETRACTOR TRACHEAL WITH HOOK (CATPAW RETR)  |
| 20 | CLIP REMOVER ( J&J TYPE METAL )  |
| 21 | METZ SCISSOR T C GLODEN HANDLE 7 INCH |
| 22 | SPONGE HOLDING FORCEPS 10 INCH LONG  |
| 23 | DISSECTING FORCEP TOOTH, STRONG 6 INCH  |
| 24 | ARTERY FORCEPS STRAIGHT 5 INCH (MOSQUITOS)  |
| 25 | ARTERY FORCEPS CURVED 5 INCH (MOSQUITOS)  |
| 26 | NEEDLE HOLDER 6 INCH FINE ( TUNGSTEN CARBIDE ) |
| 27 | DEAVERS RETRACTOR LARGE 2 INCH  |
| 28 | MASTOID SUCTION TIP NO 4 |
| 29 | DUODENAL CLAMPS 8 INCH |
| 30 | TOWEL CLIPS 6" [ MAYOS ]  |
| 31 | DEBAKEY FORCEPS 1.5MM WIDE 242 MM LONG  |
| 32 | ACETABULAR REAMERS NO. 46  |
| 33 | ADSON TOOTHED FORCEPS WITH CARBIDE JAWS 4.7"  |
| 34 | BONE CUTTER DOUBLE ACTION 8"  |
| 35 | BOZEMAN NEEDLE HOLDER  |
| 36 | HAND REAMERS SET, 6 MM FRONT CUTTING  |
| 37 | HAND REAMERS SET, 12MM FRONT CUTTING  |
| 38 | MINI CZERNY RETRACTOR 15CM  |
| 39 | ARTERY FORCEPS STRAIGHT 5INCH (MOSQUITOS)  |
| 40 | ARTERY FORCEPS STRAIGHT 6INCH  |
| 41 | FORCEPS DISSECTING NON TOOTH 6 INCH  |
| 42 | B.P. HANDLE SIZE 7 (SCALPEL HANDLE)  |
| 43 | DISSECTING FORCEP FINE 6 INCH –TOOTH  |
| 44 | NEEDLE HOLDER 6 INCH TUNGESTUNE CARBIDE  |
| 45 | SCISSORS SS CURVED 41/2 INCH TUNGESTUNE CARBIDE  |
| 46 | SUTURE CUTTING SCISSOR 6 INCH TUNGESTUNE CARBIDE |
| 47 | SCISSOR STILLY CURVED 6" TUNGESTUNE CARBIDE  |
| 48 | VASCULAR FORCEPS 30CM 2.0MM DEBAKEY (12”)  |
| 49 | MIXTURE LONG 12" FINE TIP  |
| 50 | VASCULAR FORCEPS 12" 20MM DEBAKEY  |
| 51 | FORCEPS VASCULAR KELLYS LONG SIZE:- 12 INCHES  |
| 52 | ALLIS FORCEPS STRAIGHT 6" TUNGESTEN CARBIDE JAWS  |
| 53 | LISTERS URETHRAL DIALATOR SET  |
| 54 | UTERINE MANIPULATOR DOUBLE ACTION  |
| 55 | FINE VASCULAR FORCEPS - LENGTH 6 INCH  |
| 56 | VASCULAR TISSUE FORCEP 2MM 8" DEBAKEY  |
| 57 | VASCULAR KELLY FORCEPS 5 INCH MOSQUITOE CURVED  |
| 58 | VASCULAR KELLY FORCEPS 5 INCH MOSQUITOE STRAIGHT  |
| 59 | VASCULAR NEEDLE HOLDER 6" TUNGSTEN CARBIDE  |
| 60 | VASCULAR NEEDLE HOLDER 7" TUNGSTEN CARBIDE  |
| 61 | VASCULAR NEEDLE HOLDER 8" TUNGSTEN CARBIDE  |
| 62 | RECTAL OCCLUSION/INTESTINAL CLAMP RIGHT ANGLE  |
| 63 | MEDIUM GOLDEN HANDLE PELVIC NEEDLE HOLDER 8" TC |
| 64 | STILLE OSTEOTOME FINE 6MM TIP  |
| 65 | LOVE NERVE ROOT RETRACTOR 19CM STR.6MM NERVE HARVESTER |
| 66 | FORCEPS THORACIC ARTERY 9" KOCHER STRAIGHT  |
| 67 | PLIER STRAIGHT DENTAL TOOTH EXTRACTOR STRAIGHT  |
| 68 | MICRODEBRIDER DIAMOND BURR 1 MM  |
| 69 | MICRODEBRIDER DIAMOND BURR 2 MM  |
| 70 | VULSELLUM 10 INCH  |
| 71 | RIB CUTTER 10 INCH  |
| 72 | SCISSOR STILLY CURVED 9" SHARP TIP TUNGSTEN CARBIDE  |
| 73 | METZ SCISSOR T C GOLDEN HANDLE 8" TUNGSTEN CARBIDE  |
| 74 | METZ SCISSOR T C GOLDEN HANDLE 9" TUNGSTEN CARBIDE  |
| 75 | SCISSORS STRABISMUS CURVED WITH TUNGSTEN CARBIDE  |
| 76 | ARTERY FORCEPS CURVED SIZE 6 INCH FINE TIP  |
| 77 | SPECULUM SIMS LARGE SIZE  |
| 78 | DEAVERS RETRACTOR SMALL 1” WIDTH  |
| 79 | DEAVERS RETRACTOR MEDIUM 2” WIDTH  |
| 80 | DEAVERS RETRACTOR LARGE 2.5” WIDTH  |
| 81 | KOCHERS FORCEPS SMALL STRAIGHT 6 INCH  |
| 82 | KOCHERS FORCEPS LARGE CURVED 8 INCH  |
| 83 | DOYEN S RETRACTOR (BLADE 1.5")  |

**Annexure Q**

**PART-I**

**The Technical Bid should contain following details (Excel Sheet Format provided separately)**

**Annexure R**

**PART-II**

**The Financial Bid should contain following details (Excel Sheet Format provided separately)**

|  |  |  |
| --- | --- | --- |
| **TENDER NO.ACTREC/SUR/2022-23/T/56-SURGICAL INSTRUMENTS** | **TENDER NO.ACTREC/SUR/2022-23/TENDER/233-SURGICAL INSTRUMENTS** |  |
|  | **Please give page numbers to all the tender documents submitted** |
|  | **CHECK LIST-Documents to be submitted along with the Tender** |
|  | **Please furnish the following details in the given proforma.** |
| **Sl. No.** | **Documents/Details** | **Compliance** | **Please mention the Page No. of the document attached** |
|  |  | **(Details & Yes/No)** |   |
| 1 | EMD Amount in the form of EMD Receipt No. and dated Submitted/MSME Certificate for claiming exemption from EMD submission | Copy Enclosed …………………………Yes/No |   |
| 2 | Bid Security Declaration (as per format at Annexure B)  | Copy Enclosed ………………………… Yes/No |   |
| 3 | Bidder Category i.e. Manufacture /Indian Subsidiary/ Authorized of OEM with a legal status in India as on tender opening date. **Relevant document should be Submitted.**  | Copy Enclosed …………………………… Yes/No  |   |
| 4 | Copy of PAN, duly signed & stamped.  | i) PAN No……………………............................  |   |
| ii) Copy of Certificate Enclosed …………..Yes/No |   |
| 5 | Copy of GST Registration Certificate, duly signed & stamped, clearly mentioning the GSTIN number.  |  i) Registration No…………………..........................  |   |
| ii) Copy of Certificate Enclosed ………..Yes / No |   |
| 6 | Copy of profit & loss A/c and Balance Sheet of the company of last 05 Financial Years. |   |   |
|   | 2016-2017 | Copy Enclosed ………………………… Yes / No |   |
|   | 2017-2018 | Copy Enclosed ………………………… Yes / No |   |
|   | 2018-2019  | Copy Enclosed ………………………… Yes / No |   |
|  | 2019-2020 | Copy Enclosed ………………………… Yes / No |  |
|  | 2020-2021 | Copy Enclosed ………………………… Yes / No |  |
| 7 | Eligible bidder should have an average minimum turnover of Rs. 25 lakhs for a minimum of three years in the last 05 financial years.  | Enclosed …………………………………Yes/ No |   |
| **In order to authenticate, a certificate regarding average turnover from a qualified Chartered Accountant is required to be furnished along with ‘Technical Bid’ (Part- I).**  |   |
| 8 | Copy of ITR of last 03 Financial years. |   |   |
|   | 2018-2019 | Copy Enclosed ……………………… Yes / No |   |
|   | 2019-2020 | Copy Enclosed ………………………… Yes / No |   |
|   | 2020-2021  | Copy Enclosed ………………………… Yes / No |   |
| 9 | The bidder should have successfully supplied large order of similar items to any of the Institutes of National Importance like AIIMS, PGI, JIPMER etc. or to TMC or any major Oncology Hospitals. To be enclosed in Part-I Technical Bid |  Copy Enclosed ………………………… Yes / No |   |
| 10 | Vendor Capability Form-**Annex-G** | Enclosed ………………………………. Yes / No |   |
| 11 | Letter of Authorization from Manufactuere -**Annex-H** | Enclosed ………………………………. Yes / No |   |

|  |  |  |  |
| --- | --- | --- | --- |
| 12 | NEFT Form-**Annex-I** | Enclosed ……………………………. Yes / No |   |
| 13 | Format of Notary Affidavit on Non-Judicial Stamp paper of Rs.100/- -No pending case etc. **Annex-J** | Enclosed ………………………………. Yes / No |   |
| 14 | Undertaking to supply etc.-**Annex-K** | Enclosed ……………………………. Yes / No |   |
| 15 | Format of disclosure of existing customers to whom supply of equipment / service made available in India-Annex-L **(Please give 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. Vendor are requested to attach separate sheet) –Annex L** | Enclosed ………………………………. Yes / No |   |
| 16 | Letter head of the bidder Compliance against OM F. No.6/18/2019-PPD dated 23.07.2020 issued by Ministry Finance - **Annex-M** | Enclosed ………………………………. Yes / No |   |
| 17 | Bid Security Declaration-**Annex-N** | Enclosed ……………………………. Yes / No |   |
| 18 | Format of Notary Affidavit on Non-Judicial Stamp paper of Rs.100/- stating -I. That the firm has been manufacturing and/or marketing etc :- **Annex-O** | Enclosed ………………………………. Yes / No |   |
| 19 | Certificate of Incorporation | Enclosed ………………………………. Yes / No |  |
| 20 | Eligible Bidders should have successfully executed at least three Orders of Surgical Instruments in the past 3 years to any Public/ Private Hospital. | Enclosed ………………………………. Yes / No |  |
| 21 | Eligible Bidders should have successfully supplied Surgical Instruments to the tune of Rs.5 lakhs single order in the past 3 years to any one of Public/ Private Hospital. | Enclosed ………………………………. Yes / No |  |

Certified that the above information is correct & true to the best of my knowledge and belief.  In case any information is legal suppressed, and /or found false and incorrect, the under signatory will be personally responsible for the consequences, and that the tender is liable to be rejected summarily without assigning any reason.

Signature of the Bidder and Seal