# ENQUIRY NO: TMH/TMH/2021-22/CAP/LT/0114 Submission date: 21/12/2021 up to 4:00 p.m. Tender Opening date: 22/12/2021 at 10:30 a.m.

**TATA MEMORIAL HOSPITAL**

**TATA MEMORIAL CENTRE**

#### DR ERNEST BORGES MARG

 **PAREL, MUMBAI 400 012**

**Tel: 022-24177000 Extn 4642**

**Fax: 022-24136777**

**Email: capitalequip@tmc.gov.in**

**PART I & PART II**

**01/12/2021**

**TENDER FORM**

The Director, Tata Memorial Centre, Dr. Ernest Borges Marg, Parel, Mumbai 400 012 invites sealed tenders from Original Equipment Manufacturers (OEM) or Authorized Vendors for supply, installation commissioning & maintenance of medical equipment as per technical specification enclosed for **TMH.**

**GENERAL TERMS**

**Please quote the all models including the state of the art equipment which meets the basic requirement.**

1. Tender should be submitted or dropped in the drop box available in the purchase department in two parts simultaneously in separate sealed covers super scribed as “**TMH/TMH/2021-22/CAP/LT/0114** for **“Diagnostic Oto-Acoustic Emission (OAE) with Video-Otoscope”, Quantity 1 no**. PART I and PART II. Part I should contain the technical bid and Part II should contain the commercial Bid. Both the parts should be received **on or before 21/12/2021 up to 4:00 p.m.**in the Purchase Department, Tata Memorial Hospital. Part I will be opened on **22/12/2021 at 10:30 a.m. onwards** in the presence of the attending tenderers. Time and date of opening of the Part II (price bid) will be intimated only to the tenderers who are technically qualified after evaluation of Part I.

 **Only technically shortlisted and commercially lowest offers will be considered for financial negotiations.**

1. Tender document charges for the tender forms downloaded from our web site is to be paid to the Accounts department before its submission.
2. As per Rule 170 and 171 of General Financial Rules 2017 the bid security is waived off in lieu of Bid Security, vendor is requested to sign and submit “Bid Security Declaration”. If vendor withdraw or modify their bids during period of validity etc., vendor will be suspended for the time specified in the tender documents.

**The vendor who is registered with MSME/NSIC should enclose a photo copy of MSME/NSIC certificate.**

4. The successful tenderer will have to enter into a contract for supply, installation and commissioning of the equipment. A Performance Security deposit of 3% of Invoice value is to be paid in the form of Bank Guarantee through any Indian Nationalized Bank in INR for satisfactory performance and service for warranty period or AMC.

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.

5. Scope of work:

1) Scope of supply should include supply, installation and commissioning of the equipment at site decided by TMC at no extra cost to TMC.

2) Clearance of the import consignment shall be carried out by the vendor. However, the cleared equipment shall be stored in Stores, TMH or any other area in the hospital. It will be responsibility of the vendor to transport the equipment to the site of installation at no extra cost to TMC.

6. 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.

7. If the Vendor Capability Performa provided and the documents required as mentioned are not submitted TMC reserves the right not to accept the offer.

**8.** The Director, TMH / TMC 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, TMC on enquiry will disclose the reasons for rejecting a tender or non-issuing a tender document.

9. **If a firm quote “NIL” charges / consideration, the bid shall be treated as unresponsive and will not be considered. (As per Rule 160 (xvi) of General Financial Rules 2005 vide DAE letter No. 1/5(3)/2012-Budget/ 2483 dated February 20, 2014.**

10.Eligibility criteria as per OM Dated 23.07.2020 (Copy uploaded separately) 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: -
4. An entity incorporated, established or registered in such a country; or
5. A subsidiary of an entity incorporated, established or registered in such a country; or
6. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

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

f. A natural person who is a citizen of such a country; or

g. 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 (iii) 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.

 Explanation-

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 shareholders’ agreements or voting agreements:
3. 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;

3. 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:

4. 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;

5.. 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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI For works contracts, including Turnkey contracts 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.

# PART I – TECHNICAL BID

**1.** If the tenderer is not capable of quoting particular item tenderer should clearly mention in the Technical bid in the compliance report.  For the cases where the compliance report the tenderer not mentioned anything then management is free to presume that it is inclusive of the cost quoted by the tenderer.

2. Part I of the tender should contain two sets of complete specifications and a copy on floppy detailing component/specifications in prescribed format as mentioned in Annexure I. Product catalogue / literature/in original of the equipment offered and the authority to quote should also be provided.

1. Facilities required for electric power, ventilation, ducting and other details such as room design, layout including control space if essential conforming to the safety standards etc. should be mentioned in the offer. Any requirement of UPS/Voltage Stabilizer/computer connectivity & software should be included in the scope of supply.
2. The bid should also contain a list of optional and essential accessories, spares and consumables required to be maintained by the Hospital and vendor.

5 The list of places and institutions where same model of the equipment quoted are installed must be provided with technical bid. An equipment performance certificate from users is desirable.

1. The 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.

If the demonstration of the equipment is deemed essential as per the technical requirements then the bidder needs to arrange demonstration of the equipment offered free of charge at any TMC unit site or any other location on a mutually agreeable date, prior to opening of price bid ascertain conformity with the tendered specifications.

1. The supplier will provide training of operators/technicians for operation and user maintenance free of cost.

**8.** The vendor shall mention the make and model offered.

**9.** The selected tenderer must submit floor plan for approval prior to execution/installation if necessary.

**10.** The bid should also include the following:

* 1. PAN No., GST No.
	2. Income Tax details.
	3. Profit & Loss a/c & Balance Sheet of the company for 03 years
	4. Factory License / Shops & Establishment License.
	5. Complete Literature of the Product offered.
	6. Latest Letter of Authority from manufacturer if the supplier is dealer or agent of the firm.
	7. Vendor Capability Proforma duly filled in.
	8. **Declaration from foreign agency whether they have a Permanent Establishment or dependent agent in India or not.**
	9. **TRC (Tax Residential Certificate) of foreign party (Principals).**
	10. **PAN No. of the foreign agency.**

**PART II COMMERCIAL BID**

1. The details of the price the equipment should be quoted in Part II of the tender in a separate sealed envelope in the following manner:
2. F.O.B. (including handling, inland freight & documentation charges) of basic unit, standard accessories, optional accessories & spares.
3. Freight & Insurance (Air & Sea). The insurance must cover the equipment up to installation, commissioning and testing.
4. Installation & commissioning charges if any. The delivery period of the equipment and the time required for installation / commissioning of the equipment must be mentioned.
5. The tender of the offer would be **CIF, TMH (Exclusive of Customs duty)** inco-terms 2010. **i.e., in case of import, it will be vendor’s responsibility to clear and transport the equipment to Stores department/ designated site. The insurance must be upto installation and commissioning of the equipment**. 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.
6. It shall be responsibility of the tenderer to arrange for customs clearance and delivery of equipment at his own cost, risk and consequences. However, in case of foreign currency quote the custom duty, as applicable and paid will be reimbursed at actual on production of relevant documents.
7. The tender of the offer would be **CIF, TMH (exclusive of customs duty)** 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.
8. It shall be the responsibility of the tenderer to arrange for customs clearance and delivery of the equipment at his own cost, risk and consequences. However, the customs duty, as applicable and paid will be reimbursed, at actual, on production of all relevant documents.
9. Turnkey price quote (wherever applicable) must be submitted along with part II (Price bid) in the original tender.

Tender without the turnkey price quote (site preparation) shall be summarily rejected.

**3. Validity:**  The offer must remain valid for **24 months (2 years)** from the due date of the tender.

4 **Mode of Payment:**

**a) 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.

**b) Terms of payment for offer in INR**: 80% payment against delivery at purchase’s site and preliminary inspection and balance 20% after commissioning and final acceptance and submission of 3% performance bank guarantee in INR for warranty period plus three months from date of installation.

**5. Warranty: 2 years and AMC maximum 2% per annum for 8 years on Ex-works cost after**

 **warranty (quote in % only).**

1. **Warranty period and terms of warranty including accessories, details of preventive / periodic maintenance, frequency and task description must be specified.** Vendors are required to provide 2 years warranty & AMC maximum 2% per annum for 8 years on Ex-works cost after warranty (quote in % only). Tenderers not confirming to this clause are liable to be rejected.
2. **Uptime Guarantee:**

The firm will be required to guarantee that during the warranty period as well as during the service contract period, the equipment will be maintained in good working condition for a period of 347 days out of a period of 365 days. (I.e. 92% uptime) 8, hours non-functioning of the equipment may 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 92% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The firm will be required to pay a penalty for every day 0.1% of the invoice value per day in case 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 is in any way directly, even partially attributable to the firm.

6. Spares: Essential spares are likely to be required during the period of warranty must be supplied with the equipment. Price list of major or minor spare components which are likely to be needed for proper functioning of the unit after warranty period must be supplied and prices should be frozen for the next 08 years.

7. Consumables: Consumables required during installation, startup, commissioning and trial runs are to be supplied by the supplier of the equipment. All consumables required for the working of the equipment should be quoted for in the commercial bid.

8. Buy back offer: If any

9. Items where custom duty has to be paid in India (in case of foreign currency quote only) must be indicated with current rate of duties.

10. The term FREE implies providing goods and services within the premises of TMC at no extra cost to TMC.

11. Tenderers having a service center at locally will be preferred.

12. If unsigned, incomplete and conditional bids are forwarded, the Director, TMC reserves the right to reject the tender.

**13.** If the manufacturer is quoting in foreign currency, an undertaking must be given by the manufacturer that the manufacturer does not have any office in India.

**14. 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.

15. TMC reserves the right to purchase all OR any of the quantities tendered.

**16. DELIVERY SITE: Stores Department, TMH.**

17. **Offers with conditions /ambiguity/incomplete shall be liable to be rejected.**

18. Rules and regulations of TMC will be the part of contract.

19. Blank format of Price Bid submitted should be enclosed with Technical Bid.

PURCHASE OFFICER

I/We have read the Terms and conditions and the same are acceptable to me/us.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Tender’s Signature)

**TENDERER'S FULL NAME & ADDRESS:**

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TATA MEMORIAL HOSPITAL**

**TATA MEMORIAL CENTRE**

 **PAREL, MUMBAI 400 012**

**TENDER FORM**

**Ref: Tender No:                                                                                 Date:**

|  |  |
| --- | --- |
| 1. Name of the Item / Work  |  |
| 2. Due Date of the submission of the tender / Bid |  |
| 3. Name / Title of the Bidder |  |
| 4. Full Address (Recent) |  |
|  |
|  |
| 1. Tel. No & Mobile No. **(Recent)**
 |  |
| 1. Fax **(Recent)**
 |  |
| 1. E-Mail  **(Recent)**
 |  |
| 5. Name of the person authorized to deal / undertake business for and on behalf of the bidder                         |  |
|  |
|  |
| 1. Tel. No & Mobile No. **(Recent)**
 |  |
| 1. Fax **(Recent)**
 |  |
| 1. E-Mail  **(Recent)**
 |  |
| 6. Legal entity of the bidder whether Firm / Society / Company / Other entity |  |
| 1. Registration No.
 | 1. Authority with whom registered
 |
| 1. License No. granted by
 |
| 7. Main business of the bidder  whether Manufacturer, Business Distributor, Wholesale Dealer, Retail trader or Service Agent |  |
|  |
|  |
| 8. Authorized Area of  operation in India |  |
|  |
|  |
| 9. Name of the Principal Organization / Company for and on behalf working in India |  |
|  |
|  |
| 10. Origin of the Principal Organization / Company |  |
| 11. Address of the Principal Organization / Company                         |  |
|  |
|  |
| 1. Contact Person Name:
 |  |
| 1. Designation:
 |  |
| 1. Tel. No. & Mobile No.:
 |  |
| 1. Fax:
 |  |
| 1. E-Mail:
 |  |
| 12. Bank Details (Attached Cancelled Cheque): |
| 1. Bank Name, Branch & Address
 |  |
|  |
|  |
| 1. Bank Account No.
 |  |
| 1. IFSC Code
 |  |
| 1. MICR Code of the Bank
 |  |
| 1. Account Type
 |  |
| 13. Authority / Delegation / License No. & Date  granted by the principal to the representative bidder        |  |
|  |
|  |
| 14. PAN No.         |  |
| 15. Registration No. granted by Central Excise Commissioner for Service tax |  |
|  |
|  |
| 16. GST No. |  |
| 17. HSN & SAC code of the product |  |
| 18. Import / Export Code No. |  |
|         License No. for import |  |
| 19. No. of manpower employed by the bidder | a. Scientific                      b. Technical |
| c. Administrative             d. Finance |
| 20. Support facility equipment No. |  |
| 21. 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  |  |
|  |
|  |
| 22.  Whether supply of any item / service to TMC in past; if yes indicate the Purchase Order No. & Date |  |
|  |
|  |
| 23.  Any other relevant information for submission  |  |
|  |
|  |

I certify 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 then I, the under signatory will be personally responsible.

**Signature**

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

**COMMERCIAL OFFER / PRICE BID (terms for arriving at Lowest commercial bid)**

**Name of the equipment: “Diagnostic Oto-Acoustic Emission (OAE) with Video-Otoscope”, Quantity 1 no.**

**Total Cost for a period of Ten years.**

**10.1 Following points shall be considered for arriving at the lowest quoted bidder amongst the technically acceptable offers:**

10.1.2 **The total cost of equipment shall be calculated as under:**

 The total cost of equipment for comparative purpose shall be calculated as under:

* For foreign currency quote CIF cost of the equipment with standard & essential accessories CIF value converted in INR (conversion factor of the day when the financial bids are opened will be considered) + applicable GST/taxes. Please specify % GST in commercial bid, duties, govt. levies as imposed from time to time + clearance & other charges + 2 years warranty + AMC maximum 2% per annum for 8 years on Ex-works cost after warranty (quote in % only) – Buyback offer (**If Any)**
* For INR quote FOR Destination basis which shall be inclusive of applicable taxes, duties, govt. levies etc. will be considered + 2 years warranty + AMC maximum 2% per annum for 8 years on Ex-works cost after warranty (quote in % only) – Buyback offer (**If Any)**
* **Total cost shall mean and include all taxes, duties and levies by Government for Qty. 1 no.**

10.1.3 If 2 years warranty, AMC maximum 2% per annum for 8 years on Ex-works cost after warranty and buyback values are not mentioned, then offer will be disqualified.

10.1.4 Tender without the turnkey price quote wherever applicable shall be disqualified.

10.1.5 Tenderers are strictly advised to submit price bid in the enclosed prescribed format.

10.1.6 Prices / discounts offered by the vendors must be unconditional and without ambiguity.

**10.1.7 Special General terms and conditions:**

**10.1.8 Please quote all the models including state of the art. Bidder not quoting their high end model is liable to be rejected.**

10.1.9 TMC reserves the right to purchase all OR any of the quantities tendered.

10.1.10 Conditional & incomplete offers will not be accepted.

10.1.11 Rules and regulations of TMC will be the part of contract.

**Bid Security Declaration**

**(To be submitted on letterhead of tenderer)**

**To,**

**The Director,**

**Tata Memorial Hospital**

**Parel, Mumbai 400012.**

**Tender Ref No.:** “**TMH/TMH/2021-22/CAP/LT/0114”** for **“Diagnostic Oto-Acoustic Emission (OAE) with Video-Otoscope”, Quantity 1 no.**

Dear Sir/Madam,

I/We hereby confirm that if I/We withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, we will be suspended for the period of time specified in the request for bids / request for proposals document (i.e. 2 years period) from being eligible to submit Bids/ Proposals for contracts with the procuring entity.

Yours Faithfully

**Signature of tenderer with stamp**

Name --------------------------

Address-------------------------

**COMMERCIAL OFFER / PRICE BID FORMAT – PART II**

**Name of the equipment : Diagnostic Oto-Acoustic Emission (OAE) with Video-Otoscope, Quantity 1 no.**

Name of the item/equipment/ service (complete in all respect i.e. Basic equipment with necessary accessories and consumables) \_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Particulars** | **Quantity** | **Unit Price (indicate currency clearly)** | **Total Price (indicate currency clearly)** |
|  1. | Ex-works cost of the **complete** item with **2 years warranty** (including training if any) | **1 no.** |  |  |
| 2. | Discount offered on the price of the basic equipment |  |  |  |
| 3. | Add : Inland handling, Packing and forwarding charges up to the Port of shipment/boarding |  |  |  |
| **4.** | **Total FOB cost, TMH.** |  |  |  |
| 5. | Agency Commission charges to be paid to Indian agent (if any to be paid in Indian rupees) |  |  |  |
|  6. | Freight & Insurance charges etc. from the country of Origin to the port in India |  |  |  |
| 7. | Shifting charges from the place of off-loading i.e. airport / seaport in India to the place of installation (e.g. clearing charges, insurance charges in India etc.) |  |  |  |
| 8 | **Total CIF cost, TMH / Total cost in case of INR** |  |  |  |
| 9 | Customs duty and other statutory levies to be added by the Purchaser in case of foreign currency only **(not to be filled by the tenderer)** |  |  |  |
| 10 | Add: GST (Equipment) in case of INR |  |  |  |
| 11 | **INR price for indigenous supply (if any)** |  |  |  |
| 12 | Add: GST (Indigenous supply)  |  |  |  |
| 13 | Buyback offer ( if any) in INR Only |  |  |  |
| 14 | Add : GST for Buy back  |  |  |  |
| 15. | Annual Maintenance Charges (AMC) maximum 2% per annum for 8 years on ex-works cost after warranty (quote in % only). |  |  |  |
| 16. | Add : GST on AMC charges (quote in % only). |  |  |  |
| 17. | Total cost of equipment for ten years excluding customs duty (i.e. Equipment cost with 2 years warranty and AMC maximum 2% per annum for 8 years on ex-works cost after warranty). |  |  |  |
| 18. | Total cost of equipment for ten years including statutory duties such as taxes in case of INR (i.e. Equipment cost with 2 years warranty and AMC maximum 2% per annum for 8 years on ex-works cost after warranty). |  |  |  |
| **19.** | **Total cost of equipment to be taken for arriving at the final price after converting the currency to INR (not to be filled by the tenderer)** |  |  |  |
| 20. | **Turnkey price (if any)** |  |  |  |
| 21. | Add : GST on turnkey |  |  |  |
| **22.** | Optional Items: i) ii) iii) iv) |  |  |  |

I certify 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**

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

**Details Required to Raise Purchase Order**

**All the below fields are Mandatory, failing which the offer shall be summarily rejected.**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Description** | **Details** |
| 1 | Name and address on which purchase order is to be raised |  |
| 2 | Bank details (attach copy of cancelled cheque) |  |
| 3 | GST No. of the state on which Purchase Order to be raised (attach Copy of Certificate) |  |
| 4 | PAN Card No. (attach Copy) |  |
| 5 | HSN Code (8 digit) / SAC code for each item. |  |
| 6 | Delivery Schedule for Supply of Material. |  |
| 7 | MSME / NSIC no. if any (attach copy of certificate) |  |

**Signature**

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