



**MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER
CENTRE
&
HOMI BHABHA CANCER HOSPITAL
(UNIT OF TATA MEMORIAL CENTRE)**

NOTICE INVITING TENDER

**SEALED TENDERS ARE INVITED IN TWO BID SYSTEMS
(TECHNICAL/PRE-QUALIFICATION BID AND COMMERCIAL BID)
FOR
CAMC OF IBM AS400 SERVER WITH LICENSE RENEWAL AND
SUPPORT SERVICES HBCH, VARANASI.**

CAMC OF IBM AS400 SERVER WITH LICENSE RENEWAL AND SUPPORT SERVICES HBCH, VARANASI.

OFFICE OF ISSUE	INFORMATION TECHNOLOGY DEPARTMENT MPMMCC VARANASI, U.P. 210005
TENDER NO.	TMC/MPMMCC/IT/2023/NIT/20
EMD	INR (₹) 25,000.00
DATE OF PUBLICATION	13/04/2023
PRE-BID MEETING VENUE	CONFERENCE ROOM- 2 FIRST FLOOR, DNT BLOCK, MPMMCC, VARANASI, UTTAR PRADESH-221005.
LAST DATE OF SUBMISSION	26/04/2023 up to 13:00 Hrs.
OPENING OF TECHNICAL BID	26/04/2023 from 15:00 Hrs.
VENUE FOR OPENING OF TENDER	CONFERENCE ROOM- 2 FIRST FLOOR, DNT BLOCK, MPMMCC, VARANASI, UTTAR PRADESH-221005.

NOTE: Any bid received after the last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Institute. Bids once submitted will be treated as final and no further correspondence will be entertained on this.

IMPORTANT NOTICE

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. INSTITUTE WILL PROCESS THE TENDER AS PER STANDARD PROCEDURES. THE DIRECTOR OF THE INSTITUTE RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF THE TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. INSTITUTE WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATION TO THE AGENCIES WHOSE BIDS ARE REJECTED.



INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Dear Sir(s),

On behalf of the Director, Mahamana Pandit Madan Mohan Malaviya Cancer Centre sealed the tender for the **CAMC OF IBM AS400 SERVER WITH LICENSE RENEWAL AND SUPPORT SERVICES HBCH, VARANASI** is invited in two bid systems (**Technical/Pre-qualification and Commercial Bid**). The terms and conditions of this contract applicable for technical/pre-qualification and price schedule are given in the tender document (attached herewith). If you are interested to quote the comprehensive annual maintenance contract (CAMC) of IBM AS400 server HBCH Varanasi for new work in accordance with the requirements stated, please submit your tender in the prescribed Tender Form enclosed, in the original, on or before the prescribed date and time indicated in the terms and conditions of contract.

MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE (MPMMCC),
BHU CAMPUS, SUNDAR BAGIYA COLONY, SUNDARPUR,
VARANASI, UTTAR PRADESH 221005.

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A. GENERAL INSTRUCTIONS TO BIDDERS FOR TENDERING

Last date of Submission: 26.04.2023 up to 13:00 Hrs.
Tender Opening date: 26.04.2023 at 15:00 Hrs.

TENDER No.: TMC/MPMMCC/IT/2023/NIT/20

Date: 13.04.2023

1. Sealed tenders are invited by MPMMCC & HBCH in two bid systems i.e., **Part-I (Technical Bid) & Part-II (Commercial Bid)** for the **"CAMC OF IBM AS400 SERVER WITH LICENSE RENEWAL AND SUPPORT SERVICES HBCH, VARANASI.**
2. The said tender should be submitted in two parts i.e., 'Part I-Technical Bid' (as per the formats attaches as 'Annexure -I', "Annexure-A, B, C, D, & E" along with supporting documents) and 'Part II-Commercial Bid' (as per format 'Annexure -II') respectively and each to be submitted in separate envelopes.
3. The bidders are requested to go through the tender inquiry document carefully and submit the tenders in sealed covers, duly signed super scribed as follows:

ENVELOPE –1

Ref. No. TMC/MPMMCC/IT/2023/NIT/20

"TECHNICAL BID"

CAMC OF IBM AS400 SERVER WITH LICENSE RENEWAL AND SUPPORT SERVICES HBCH, VARANASI.

ENVELOPE – 2

Ref. No. TMC/MPMMCC/IT/2023/NIT/20

"COMMERCIAL BID"

CAMC OF IBM AS400 SERVER WITH LICENSE RENEWAL AND SUPPORT SERVICES HBCH, VARANASI.

ADDRESS:

IT-COORDINATOR,
INFORMATION TECHNOLOGY DEPARTMENT
DNT BUILDING, FIRST FLOOR,
MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE,
BHU CAMPUS, SUNDAR BAGIYA, VARANASI, UTTAR PRADESH 221005.
TELEPHONE: 0542-2575032 EXTENSION-1133/1112.

- ✓ Bid documents should reach Information Technology Department on or before **26.04.2023 up to 13:00 Hrs.**

The Part I- Technical Bid shall be opened **at 15:00 hrs. on the same day i.e., on 26.04.2023.**

4. After opening the technical bid, the **Documents** submitted by the respective tenderers will be evaluated and the **Commercial Bid** (financial bid) will be opened only to technically qualified tenderers. The time and date will be intimated to such tenderers.
5. Time and date of opening of **Part II- Commercial Bid** will be intimated only to the tenderers who will be qualified after evaluation of **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. **Only technically qualified and commercially lowest offers will be considered for further process.**
6. No tender will be accepted unless the full amount of Earnest's Money Deposit (EMD) of ₹ 25,000.00 (Rupees Twenty-Five Thousand Only) is paid. The Earnest Money Deposit must be paid by Demand Draft/Bankers Cheque drawn in favor of "Mahamana Pandit Madan Mohan Malaviya Cancer Centre" payable at Varanasi, to be attached along with Technical-Bid or submit the EMD amount at the cash counter of MPMMCC & obtain a receipt from cash counter. The original EMD receipt must be enclosed along with the tender document (Technical-Bid Part-I). The EMD Receipt number/DD No. and the date should be mentioned on the envelopes (i.e., Technical-Bid Part-I & Price-Bid Part-II). The copy of the EMD receipt/DD No. 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 the Government of India under GFR.
7. No tender will be accepted unless the Bid Security Declaration is enclosed along with PART I- TECHNICAL BID of the tender document.
8. **PRE-QUALIFICATION CRITERIA**
The bidder should be competent enough to deal with the business of the tendered item technically and financially and should have adequate capability required for managing the business. **Please refer "Annexure-A" on BIDDERS' PRE-QUALIFICATION CRITERIA**, required to attached with technical bid.

9. BIDDING PROCEDURE

- a. Bids are invited in two bid systems, (1) Technical/pre-qualification bid and (2) Commercial Bid, which shall be sealed separately by mentioning the technical bid and Commercial bid on the top of the envelope. Both of these two envelop will be then enclosed in a single sealed envelope.
- b. No Bids will be accepted after the due date and time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.
- c. Technical/Pre-qualification Bid must contain the EMD for a specified amount, along with complete technical details as desired by this tender. First Technical Bids of all the tenders will be opened on the pre-scheduled date, time & venue. Technical Bids without EMD will be summarily rejected.
- d. Price bids will open after evaluation & successful Technical Bid. Department will then inform the date, time & venue to bidders for commercial bid opening.

10. OPENING OF BIDS

- a. The Institute (MPMMCC/HBCH) will open the technical bids at the scheduled time, date, and venue in the presence of the bidder's representatives who chose to attend.
- b. The bidder's representatives who will be present shall sign on the paper evidencing their attendance.
- c. The firm who has submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second envelope i.e., "Price Bid (Commercial Bid)".

11. BID REJECTION CRITERIA

- a. Bids without EMD would be rejected
- b. Bids without a Profile and declaration on the company's letterhead would be rejected.
- c. Non-submission of bid security/EMD signed by authorized signatory in physical form.
- d. Incomplete including non-submission or non-furnishing of requisite documents are liable for rejection by the institute.

12. TENDER EVALUATION CRITERIA

- a. The evaluation will be a two-stage process: - **1. Technical Evaluation** **2. Commercial Evaluation.**
- b. The bidders shall be evaluated based on the qualifying requirements as given in Annexure
- c. Price Bids will be opened only for Techno-Commercially accepted bidders.
- d. The contractor shall be awarded the work on an overall L-1 basis for the full scope of the tender.
- e. In case of a tie between two or more than two bidders for L1 price. Bids shall be called for a discount on the price offered in sealed envelopes from all the L1 bidders.
- f. The Price bid shall be evaluated on an overall basis.

13. TENURE OF THE CONTRACT

The CAMC contract will be valid for 1 year with effect from the date of award of the contract with terms & conditions. However, the final decision shall rest with the Department only.

14. Latest Government of India guidelines on "Purchase Preference to Make in India" vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 & 16.09.2020: - The quoted products must have at least 50% of local content in terms of quoted value for the quoted item/items.
15. Latest Government of India guidelines on the "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" & Subsequent amendments from time to time will be applicable. A copy of a valid UAM/URC must be submitted if available.
16. Latest Government of India guidelines "Mandatory Conditions to be satisfied by any bidder from a Country which shares a land border with India" placed at Annexure E.
 - a. Self-attested copy of **Annexure E** Mandatory conditions to be satisfied by any bidder from a country that shares a land border with India. – Bidder to confirm.
 - b. Certificate of compliance of clauses of **Annexure E**, clause A VII. – Bidder to confirm.
 - c. Certification as per the last paragraph of **Annexure E** Mandatory conditions to be satisfied by any bidder.

17. The damages if occurred to the items/equipment during transit up to its supply shall be taken care of by the supplier/agent either by himself or through second-party obligation by way of goods insurance to be arranged with a reputed goods insurance company 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.

18. AWARD OF CONTRACT/PURCHASE ORDER

The Purchaser will award the contract/purchase order to the bidder whose quotation has been determined to be substantially responsive and who has bid the lowest evaluated quotation price.

- a. Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and cancel the bidding process, and reject all quotations at any time prior to the award of the contract.
 - b. The bidder whose bid is accepted will be notified of the award of the contract by the Purchaser prior to the expiration of the bid validity period. The terms of the accepted bid shall be incorporated into the purchase order/work order.
19. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges, etc.
20. The bidder will be responsible for the safe transit of the goods under proper goods insurance coverage and under standard conditions & The risk of loss in transit of the goods/services shall be the responsibility of the bidder.
21. The competent authority reserves all rights to reject the goods if the same is not found in accordance with the required description/specifications/quality.
22. If the Vendor Capability Proforma provided and the documents required as mentioned are not submitted, MPMMCC/HBCH reserves the right not to accept the offer.
23. The Director, MPMMCC/HBCH reserves the right to cancel, adding, reducing, or deferring the purchase without assigning any reason thereof, and a claim on this behalf in any way shall not be tenable for compensation in one way or the other. In such a case, the bidder will be refunded with the earnest money deposit without any payment of interest. The Director, MPMMCC/HBCH on inquiry will disclose the reasons for rejecting a tender or non-issuing a tender document.
24. If a firm quotes "NIL" charges/consideration, the bid shall be treated as unresponsive and will not be considered.

B. SCOPE OF WORK

The firm will have to ensure the following terms & conditions to keep the Hardware and Operating System of the Servers & other items in good working order:

1. This CAMC covers all hardware, software, its licenses of OEM if any, **with back-to-back OEM Support.**
2. Please note that you have to carry out 4 no's Preventive Maintenance at an interval of 3 months each year and have to fixup the PM Schedule with user dept. well in advance.
3. In case of breakdown calls, the same should be attended immediately.
4. All spares of CAMC are to be entered through challan at the entrance at Security.
5. In case of replacement of spares, defective spares parts are the property of vendor & the defective parts need to be taken back by CAMC vendor immediately against the delivery challan of new spare parts OR Non-Returnable Gate Pass.
6. In case of any storage device, wiping/degaussing of disk data must be ensured before handing over to OEM for replacement. The standard practices must be followed for wiping/degaussing of disk to ensure the data security and an undertaking must be submitted by OEM to prevent the misuse of data if any.
7. The CAMC of software covers troubleshooting and resolution of issues arises with any of supplied software/utilities with IBM machine. It will also cover the patch updates, software upgradation, fixing of known vulnerabilities if any.
8. All equipment which are supplied at the point of sale will be part of contract and consumables like UPS batteries are exclusive of CMC.
9. No any other payment will be made for your engineers visit on site in case of major issue resolution if any.
10. The AMC will be comprehensive and the cost of spare if required during the maintenance period will be included. Un- serviceable parts should be replaced at no extra cost. In case of replacement of the part, the defective part is removed from the system and will be the property of the firm.
11. The firm will be responsible to provide OS (Operating System), reloading of OS with all the drivers, and OS/firmware upgrades. Device drivers, system configuration, and network configuration on the servers during the period of maintenance.
12. The firm will be responsible to provide 97% uptime for systems and failing which a penalty, as proposed by HBCH/MPMMCC, will be imposed. However, before imposing a penalty, HBCH/MPMMCC will issue a show-cause notice in which the details of downtime will be mentioned. It will also include the penalty proposed to be imposed on the vendor.

The firm will be responsible to attend the complaint on a call basis and all the complaints/calls should be attended to by Engineer within 4 hours of logging and not more than 6 hours of logging such complaints.

C. OTHER TERMS & CONDITIONS

1. PENALTY:

- A. In cases of downtime beyond those stipulated above, the penalty will be automatically deducted from the quarterly payable amount.
- B. In case the agency fails to provide any service listed above, there would be a minimum penalty of Rs. 1000/- per day for each service affected.
- C. Penalty to be imposed will be subject to a maximum of the total value of the contract. In case of gross negligence and downtime, security deposited by the firm can be forfeited besides immediate cancellation of the contract.

2. RIGHT OF ACCEPTANCE:

HBCH/MPMMCC reserves the right to accept or reject any or all tenders/quotations without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender. HBCH/MPMMCC also reserves the right to accept all the items/equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.

3. VALIDITY OF THE BIDS:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

4. RESPONSIBILITY FOR EXECUTING THE CONTRACT:

The agency is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions specified in the acceptance of the tender.

- A. The agency shall not sublet transfer or assign the contract or any part thereof to any third party without the written permission of The Director (MPMMCC/HBCH), Varanasi. In the event of the contractor contravening this condition, The Director, (MPMMCC/HBCH) shall be entitled to place the contract elsewhere, on the contractor's account at his risk and the agency shall be liable for any loss or damage.
- B. In all matters of a dispute relating to this contract, the decision of The Director, (MPMMCC/HBCH), Varanasi will be final and binding upon the agency.

5. RISK PURCHASE & RECOVERY OF SUMS DUE:

- A. Failure or delay in supply of any or all items as per Requisition / Purchase Order/Work Order, Specification, or Brand prescribed in the tender, shall be treated as 'non-compliance' or 'breach of contract' and the order in part or full be arranged from an alternative source(s) at the discretion of the hospital authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.
- B. The amount will be recovered from any of his subsequent/pending bills or security Deposit.
- C. In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on-demand the remaining balance due.

6. COMMUNICATION OF ACCEPTANCE:

HBCH / MPMMCC, Varanasi reserves all right to reject any tender including those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.

7. INSOLVENCY ETC.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company passing any resolution or making of any order for winding up, whether voluntary or otherwise or in the event of the firm failing to comply with any of the conditions herein specified, HBCH /MPMMCC, Varanasi shall have the power to terminate the contract without any prior notice.

8. FORCE MAJEURE:

If at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, the act of a public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by a party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, HBCH / MPMMCC, Varanasi party may, at least option to terminate the contract.

9. BREACH OF TERMS AND CONDITIONS:

In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by HBCH / MPMMCC, Varanasi. In that event, the security deposit shall also stand forfeited.

10. SUBLETTING OF CONTRACT:

The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing from HBCH/MPMMCC, Varanasi, which will be at liberty to refuse if things fit. The tender is not transferable.

11. REPEAT ORDER:

The Institute has the right to place an order with mutual acceptance of the contractor/supplier for an additional quantity equal to 100% of the original Order with the successful bidders at the same rates, terms & conditions within a period of 01 Year from the date of order or during the currency of the order.

12. RIGHT TO CALL UPON INFORMATION REGARDING THE STATUS OF THE CONTRACT:

The Institute (MPMMCC/HBCH), Varanasi will have the right to call upon information regarding the status of the contract at any point in time.

13. L1 WILL BE DECIDED ON THE ITEMS RATE FOR HBCH/MPMMCC, VARANASI:

- A. Rate-wise comparison of the quotes will be made and Lowest Qualified Bidder for each item will be determined on a Total Landed Cost basis.
- B. In this context, the final decision of the committee will be binding to all and no claim in this regard can be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director HBCH / MPMMCC, Varanasi shall be final.

14. TERMS OF PAYMENT:

- A. 100% quarterly payment shall be released within 45 days on satisfactory receipt of the service(s) and submission of quarterly reports.
- B. Advance payment will not be made under any circumstances.
- C. The bill must have GSTN & HSN Code specified on it and a copy of "GST challan & certificate" is required to attach, failing which the bill will not be processed for payment.

For payment, the contractor should submit the following documents:

- a. Two copies of the Invoice.
- b. Packing list/Delivery challan/Service report.
- c. Contractor has to provide verifiable documentary proof that onsite staff placed at MPMMCC and HBCH are being paid monthly salary equal to or higher to minimum wages circulated time to time by RLC (C). Proof shall be submitted along with bills.

15. EARNEST MONEY DEPOSIT (EMD):

- A. No tender will be accepted unless the full amount of Earnest's Money Deposit of ₹ 1,50,000.00 (Rs. One Lakh Fifty Thousand Only) is paid. The Earnest Money Deposit must be paid by Demand Draft/Bankers Cheque drawn in favour of "Mahamana Pandit Madan Mohan Malaviya Cancer Centre" payable at Varanasi, to be attached along with the tender document or submit the EMD amount at the cash counter of MPMMCC & obtain a receipt from cash counter. The original EMD receipt must be enclosed along with the tender document.
- B. The EMD of unsuccessful bidders will be returned after the award of the contract to the successful bidder and shall carry no interest whatsoever.
- C. The EMD of the unsuccessful bidder/s will be returned within 45 days from the award of the contract and the EMD of the successful bidder will also be returned after acceptance of the work order and submission of PBG (Performance Bank Guarantee) of requisite value.

16. PAYMENT BANK GUARANTEE (PBG)/SECURITY DEPOSIT:

- A. A Performance bank guarantee of 3% of Contract Value (including GST) to be paid either through DD or in the form of a Bank Guarantee to be given for satisfactory performance for the period of **27 months**.
- B. **No interest shall be payable on the Performance guarantee/ Security Deposit amount.**
- C. If the contractor is called upon by the office of the IT Department (MPMMCC) to deposit a performance guarantee amount and the contractor fails to provide the performance guarantee amount within the period specified/granted, such failure will constitute a breach of the contract and the office shall be entitled to make other arrangements at the risk and expense of the contractor whereby the contract shall be awarded to the next eligible bidder in order and forfeiture of the earnest money (EMD) shall be affected.
- D. On due performance and completion of the contract in all respects, the performance guarantee/ security deposit amount will be refunded to the contractor without any interest.

17. GSTs (Goods & Service Tax):

- A. GST rates applicable on your quoted item may please be informed.
- B. In the event of an increase/decrease in GST, detailed justification and supporting evidence maybe submitted for our consideration.
- C. HSN Code for the relevant item should be clearly mentioned.

18. FALL CLAUSE:

- A. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
- B. If at any time during the period of the contract, the prices of tendered items are reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on the lower side. If there is a price increase for any product after quoting the rates, the bidder

will have to supply the item as per quoted rates. This office will not accept any higher rates afterward.

- C. If at any time during the period of the contract, the supplier quotes the sale price of such goods to any other State Govt. /DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.
- D. Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at their own cost.

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

20. Rules and regulations of the tender will be part of the contract.

21. DEVIATIONS:

- A. No deviation in make offered is permitted. However, for exceptional techno-commercial reasons, if any deviation is felt necessary by the firm, it must be clearly indicated along with the reasons.
- B. Non-compliance with any of these conditions or any of the conditions mentioned in the documents render the purchaser to blacklist the supplier along with appropriate legal action.

22. ARBITRATION:

If any difference arises concerning this agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, HBCH/MPMMCC, Varanasi to settle the dispute by Sole Arbitrator. A sole arbitrator will be appointed by the Director, HBCH/MPMMCC, Varanasi. In case such arbitrator refuses, is unwilling or becomes incapable to act or his mandate has been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of the Arbitration and Conciliation Act, 1996, and the rule framed there under and in force shall be applicable to such proceedings.

23. LEGAL JURISDICTION:

The agreement shall be deemed to have been concluded in Varanasi, Uttar Pradesh and all obligations hereunder shall be deemed to be located at Varanasi, Uttar Pradesh, and Court within Varanasi, Uttar Pradesh will have Jurisdiction to the exclusion of other courts.

MPMMCC/HBCH, Varanasi.

D. INSTRUCTIONS TO BIDDER

1. INTRODUCTION

Mahamana Pandit Madan Mohan Malaviya Cancer Centre (MPMMCC) and Homi Bhabha Cancer Hospital (HBCH), Varanasi are the Units of Tata Memorial Centre, Mumbai (Grant-in-Aid Institution of Department of Atomic Energy, Government of India). Both institutes MPMMCC & HBCH were formally inaugurated by Hon'ble Prime Minister, Shri Narendra Modi Ji on Tuesday, the 19th of February 2019, in the presence of the Hon'ble Governor of Uttar Pradesh, Shri Ram Naik, Hon'ble Chief Minister of Uttar Pradesh, Shri Yogi Adityanath; the Secretary, Department of Atomic Energy, Govt. of India, Dr. K.N. Vyas; Head, Tata Trusts, Shri Ratan Tata; Vice-Chancellor (Banaras Hindu University), Mr. Rakesh Bhatnagar; and, the Director Tata Memorial Centre, Dr. R.A. Badwe. The Hon'ble Prime Minister also unveiled the book on this inaugural occasion, "Where Light Enters the Earth" on the Temples of Healing & Tributaries of Trust, curated by Ms. Nishu Singh Goel.

MPMMCC has been named in the honor of Pandit Madan Mohan Malaviya (1861-1946), an Indian educationalist, who strived to promote modern education among Indians and eventually co-founded the Banaras Hindu University (BHU) at Varanasi in 1916.

2. OBJECTIVE

The institute (MPMMCC/HBCH) invites offer from experienced and eligible entities (herein referred to as "Bidder" or "Vendor") to provide a Comprehensive Annual Maintenance Contract of IBM AS400 server with license renewal and support services HBCH, Varanasi for the period of 1 year.

All offers of the Bidders shall be unconditional and once accepted whether with or without modifications by the institute shall be binding between the institute and such Bidder.

The institute will not accept any deviations from the terms and conditions specified in the tender.

Bidders are requested to take note of the following instructions while filling out the Tender form for the submission of Technical and Commercial offers:

3. The tenderer should furnish the full contact details such as recent phone nos., mobile nos., email id, mailing address, and office address which will be in operation for a period of two years. HBCH/MPMMCC will send all communication preferably by e-mail. Non-receipt of communication will not be our responsibility. So, the tenderer must ensure the correct and operational email ID and phone number. If any changes in contact details, then ensure to submit them to HBCH/MPMMCC.
4. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.

5. No quotations would be accepted by E-mail and only hard copies will be accepted.
6. The bidder should be competent enough to deal with the business of the tendered item technically and financially and should have adequate manpower having prescribed qualifications (Skilled & Technical) required for managing the business.
7. The bidder should have the necessary license under the prevailing laws of the land and be competent to undertake the import and export process of goods and services.
8. The bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN and GST No.
9. The bidder should provide Service tax No. and License No. as may be required for manufacturing of items and/or import from foreign origin.
10. Experienced bidders should attach a certificate of their past experience in support of their capability in the field of dealing with the item tendered.
11. The successor/heirs in office will be responsible for the liabilities created by the bidder with respect to the items/services offered by the bidder.
12. The risk of loss in transit of the goods shall be the responsibility of the bidder.
13. The bidder will be solely responsible for the activities if found fraudulent on the part of the principal to cheat or swindling the Indian public by way of advance payment or breach of terms and conditions of L/C established for import of tendered item.
14. The bidder will be responsible for abiding by international laws including rules relating to packages etc. applicable to the item/services offered by the bidder.
15. The bidder will be responsible for the safe transit of the goods under proper goods insurance coverage and under standard conditions.
16. The supplier should have a team comprising experts of the line for erection, installation, commissioning, and maintenance of the equipment/article tendered for use in the public interest.
17. The 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 the normal course, the letter of intent will include the costs of the equipment and its installation.
18. The bid should be submitted on company letterhead and should be submitted duly signed by the authorized person.
19. Tender once submitted shall not be returned to the tenderer in the future.
20. Sub-contract is not allowed.

21. The Institute reserves the right not to disclose names and rates of successful tenderers.
22. The Institute will not be responsible for non-receipt of tender quotations within the specified date and time due to any reason including postal delay or holidays.
23. Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
24. "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.
25. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a) An entity incorporated, established, or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c) An entity is substantially controlled through entities incorporated, established, or registered in such a country.
 - 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.

The beneficial owner for the purpose of the above will be as under:
In the 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 persons, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint a 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;
- c) In the 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 persons, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- d) In the 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 persons, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- e) 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;
 - f) In the 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.
 - g) An Agent is a person employed to do any act for another or to represent another in dealings with a third person.
 - h) For works contracts, including Turnkey contracts the successful bidder shall not be allowed to sub-contract works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority.
26. The 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 executing the work.
27. The bidder will be under obligation to intimate the institute in advance about the assistance to be extended by the institute without the involvement of expenditure or at the cost of the bidder in connection with the process of erection installation and commissioning.
28. The installation/service certificate will have to be issued by the team of experts and it should be countersigned by the user or Authorized person the date on which such certificate is counter-signed will be the date from which the period of CAMC.
29. The bidder should ensure that the technical bid is complete in all respect and should be sealed in a separate cover and commercial/price Bid should be sealed in a separate cover and both the envelopes should be kept and sealed in a suitable size cover which should be super scribed with the name of the Tender No.
30. The bidder is also advised to ensure that the Commercial offer and the technical offer papers are signed by the authorized persons and a rubber stamp should be put wherever asked for.
31. The offers should be submitted within the scheduled time limits and delayed if any occurred in
32. submission on account of any reason whatsoever shall not be condoned and such delayed offers received late shall be liable for rejection.
33. The bidder or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
34. The bidder may contact the following relating to any of the items published in the Tender Notice;
- a. **Information Technology Dept. at Tel No: 0542 2225022-Ext 1112/1133 for Technical Clarification.**
 - b. **Purchase Dept. at Tel No.: 0542-2517699- Ext 1132 for any other Clarification.**

35. Any change in policy decision made by the HBCH/MPMMCC management before awarding the contract will be binding on the vendor.
36. **Conditional & incomplete offers will not be accepted.**
37. The Director, HBCH/MPMMCC reserves the right to cancel, add, reduce, or defer the purchase/work without assigning any reason thereof at any stage in the processing of tenders received and no claim on this behalf from any tender in any way shall be entertained/tenable/entitled for compensation in one way or the other. The Director, HBCH/MPMMCC on inquiry will disclose the reasons for rejecting a tender or non-issuing a tender document.

I certify that I have read the above instructions carefully and taken note of them

Date:

Signature

(Name of an authorized person for the bidder with a seal)

E. SERVICE LEVEL AGREEMENT (SLA)

SN	ACTIVITY	BIDDER ACCEPTANCE / REMARKS
1	The Bidder will take total responsibility for the fault-free operation of computer hardware and peripherals maintenance during the CAMC period of one year. The successful Bidder should sign Service Level Agreement (SLA) for a “Comprehensive Annual Maintenance Contract” of IBM server.	
2	The bidder has to provide hardware and software support, Upgrades, Updates, Security patches, and support from OEM for the entire solution during the CAMC period.	
3	<p>Bidder shall provide Comprehensive support during the CAMC period covering.</p> <ul style="list-style-type: none"> Onsite/off-site Engineer support for any maintenance, start-up/shutdown, and Backup activities as scheduled by Institute (MPMMCC/HBCH) during CAMC. (If required). Replacement/Repair of faulty hardware components covered under the scope and onsite engineer support for installation and configuration of replaced/repaired components. <p>In case Bidder fails to meet the above standards of maintenance, Bidder shall be liable for liquidated damages of Rs. 1000/ per day of downtime of the server.</p>	
4	Uptime commitment of 97% should be ensured for the entire systems covered under CAMC.	
5	It is the responsibility of the bidder to ensure that Institute (MPMMCC/HBCH) gets all necessary support from the OEM team to address technical issues for timely resolution.	

(Signature with Name of the Bidder, with Official Seal)

F. SCHEDULE OF QUANTITY

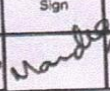

TENDER No. TMC/MPMMCC/IT/2023/NIT/20

SN	PRODUCT	MACHINE TYPE	MODEL	SERIAL
1	IBM AS400 Power 8 Server – Hardware AMC	8286	41A	6849AEX
		3573	L2U	78CE011
		7226	1U3	9517973
		7042	CR9	6874ABD
		7316	TF4	780059C
2	IBM AS400 Power 8 Server – Software Licenses & Support Services	8186	41A	6849AEX
		7042	CR9	6874ABD

Product code	HSN NO	Description
8286-41A	84715000	Sigma:8286 Model 41A 6-core 3.02 GHz POWER8 (One core activated), 64 Gb (2x 32GB) Memory, 8 x 283GB 15K RPM SAS SFF3 Disk Drive, 1 x SATA Slimline DVD-RAM Drive, 2 x 1400W Power System Unit, 2 x PCIe2 4-port 1GbE Adapter, 1 x PCIe DualX4 SAS Adapter, 1 x IBM i License Core Counter, 1 x Primary OS - IBM i, IBM i 7.3 Indicator, IBM RAIL Kit
3573-L2U	84717040	TS3100 Tape Library Express with 1 x Ultrium 7 Half-High Fibre Channel Drive, 5 x Ultrium 6 Data Cartridge (5-pack), 1 x Ultrium Cleaning Cartridge L1 UCC, 2 x 10 meter OM3 fiber cable (LC), 1 x 2.8m Power Cord 250V India, Attached to i5/OS or OS/400 System
7226-1U3	84717040	Multi-media Enclosure with 1 xHHLT07 SAS Tape Drive, 2 x Ultrium 7 Single Tape Cartridge, 1 x Ultrium Cleaning Cartridge, 1 x DVD-RAM SATA/SAS Drive Only, 3 x 5.5m Mini-SAS/Mini-SAS 1x Cable, 1 x Attached to i5 OS & OS/400 System, 1 x Rack Device to PDU Cord, 1 x 2.8 m (9 ft) Power Cords - 250V, 10A, India
7042-CR9	84715000	HMC 1:7042-CR9 Rack-mounted Hardw.Mgmt.Console
7316-TF4	85285200	Rack-Mounted Flat Panel Console Kit 1:7316 Model TF4
7014-T42	84733099	Rack 1:Rack Model T42
5722-WE2	9973	Web Enablement for i5/OS
5733-WQE	9973	IBM DB2 Web Query for i Express
5733-WQX	9973	IBM DB2 Web Query for i Registration
5770-AMT	9973	IBM Rational Application Management Tool Set for i
5770-BR1	9973	IBM Backup Recovery and Media Services for i
5770-PT1	9973	IBM Performance Tools for i
5770-QU1	9973	IBM Query for i
5770-SS1	9973	IBM i V7
5770-ST1	9973	IBM DB2 Query Manager and SQL Development Kit for i
5770-WDS	9973	IBM Rational Development Studio for i
TCT/Install	9973	One-time setup, Configuration and Installation and administrative training
5692-A6P	9973	SPO for AIX V6
5733-SP3	9973	Software Maintenance for i5/OS
5733-SPE	9973	Software Maintenance for i5/OS
5733-WE3	9973	IBM Web Enablement for i V1.1
5765-PVS	9973	PowerVM Standard Edition V2.2.
5770-SSA	9973	IBM i License (5770-SS1)
5770-SSC	9973	User Pricing (5770-SSC)
5770-XW1	9973	IBM i Access Family V7.3 (5770
5773-PVS	9973	PowerVM Standard Edition SW Ma
5773-RS3	9973	Initial Software Support 3 Year

TATA MEMORIAL CENTRE
MAHAMANA PANDIT MANDAN MOHAN MALVIYA CANCER CENTRE & HOMI BHABHA CANCER HOSPITAL
(A grant-in-Aid Institute under the Department of Atomic Energy, Govt. of India)

HBCH: Old Loco Colony, Shivpurwa, Varanasi, Uttar Pradesh - 221002 Ph. 0542 2225022, 2224922, Website: www.tmc.gov.in
MPMMCC: Sundar Bagiya, Near Nariya Gate, Banaras Hindu University Campus, Varanasi (U.P.) – 221005 Ph. 0542 2575035, 2575032.

HARDWARE CONFIGURATION DETAILS										
Customer : HBCH			PO Number : A505357A							
Sr No.	Machine		Description (Machine / Feature)	Serial Number	Quantity	Install Date				
	Type	Model								
1	8286	41A	NEW TMH:8286 Model 41A	6849AEX	1	20/04/2018				
		5735	8 Gigabit PCI Express Dual Port Fibre Channel Adapter		2					
		5771	SATA Slimline DVD-RAM Drive		1					
		5899	PCIe2 4-port 1GbE Adapter		2					
		5901	PCIe Dual-x4 SAS Adapter		1					
		6458	Power Cord 4.3m (14-ft), Drawer to IBM PDU (250V/10A)		4					
		EB2M	AC Power Supply - 1400W for System Unit (200-240 VAC)		2					
		ECW0	Optical Wrap Plug		2					
		EJ0P	Storage Backplane 18 SFF-3 Bays/DVD Bay/Dual IOA with Write Cache		1					
		EJ0Z	SAS Ports/Cabling for Dual IOA RackPlane		1					
		EJT9	Front Bezel for 18-Bay BackPlane		1					
		EJTN	Rack-mount Rail Kit		2					
		EM92	32 GB DDR4 Memory		1					
		EPX0	6-core 3.02 GHz POWER8 Processor Card		6					
		EPY0	One Processor Core Activation for #EPX0		8					
		ESDA	283GB 15K RPM SAS SFF-3 Disk Drive (IBM i)		1					
		EU19	Cable Ties & Labels							
		2	3573		L2U		T53100 Tape Library Express	78CE011	1	20/04/2018
					6013		13m LC/LC Fibre Channel Cable		2	
8002	Ultrium Cleaning Cartridge L1 UCC			1						
8448	Ultrium 7 Half-High Fibre Channel Drive			1						
8605	Ultrium 6 Data Cartridge (5-pack)			5						
9845	2.8m Power Cord 250V India			1						
AGGG	Shipping and Handling - Charge			2						
AGK1	10 meter OM3 fiber cable (LC)									
3	7226			1U3	Multi-media Enclosure	9517973	1		20/04/2018	
		1420	DVD-RAM SATA/SAS Sled w/1-DVD-RAM Drive	1						
		1422	DVD-RAM SATA/SAS Drive Only	1						
		8002	Ultrium Cleaning Cartridge	1						
		8441	HHLT07 SAS Tape Drive	1						
		8704	Ultrium 7 Single Tape Cartridge	2						
		9845	2.8 m (9 ft) Power Cords - 250V, 10A, India	1						
		9848	Rack Device to PDU Cord	1						
		AGGH	Shipping and Handling - Charge							
		4	7042	CR9	HMC 1:7042 CR9 Rack-mounted Hardw.Mgmt.Console		6874ABD	1		20/04/2018
3740	Second 7.2K RPM SFF SATA Disk Drive			1						
6577	Power Cable - Drawer to IBM PDU, 200-240V/10A			1						
7802	Ethernet Cable, 15m, Hardware Management Console to System Unit			1						
ESC3	Shipping and Handling									
5	7316	TF4	Rack-Mounted Flat Panel Console Kit 1:7316 Model TF4	NA	1	20/04/2018				
		8880	USB Travel Keyboard with Cable, US English		1					
		ESC3	Shipping and handling							
6	7014	T42	Rack 1:Rack Model T42	NA	1	20/04/2018				
		6069	Front door (Black) for High Perforation (2m racks)		1					
		6098	Side Panel (Black)		2					
		6656	PDU to Wall Powercord 14', 200-240V/32A, UTG0247, IEC309 P+N+G		1					
		EPTM	High Function 12xC13 PDU: Switched, Monitoring (base option with new 7014)		1					
		EPTN	High Function 12xC13 PDU: Switched, Monitoring		1					
		ESC1	Rack Shipping and Handling - A							
For IBM				For Customer						
Name	Sign	Date	Name	Sign	Date					
Navin Sharma		23/04/2018	Mr Pravin Kalsekar		23/04/2018					
			Mr Manoj Chavan							

Note: The above table is submitted for the estimation of the cost for CAMC for the period of one years.

Submission of technical compliance sheet for offered item/s as per Annexure A for “CAMC OF IBM AS400 SERVER WITH LICENSE RENEWAL AND SUPPORT SERVICES HBCH, VARANASI.” is mandatory for consideration & technical evaluation of the offer.

(Signature with Name of the Bidder, with Official Seal

ANNEXURE 'A'

✓ **BIDDERS' PRE-QUALIFICATION CRITERIA (TO BE SUBMITTED WITH THE TECHNICAL BID)**

SN	QUALIFICATION	COMPLIANCE (Y/N)	DOCUMENT REQUIRED	REMARKS
1	Bidder should be a Registered company in India under the Companies Act, of 1956.		Photocopy of certificate of registration to be submitted.	
2	Bidder should be the manufacturer/authorized dealer/Distributor/Trader/Supplier. Supporting documents for the applicable category required to be submitted and Letter of authorization from manufacturer for the same should be submitted. Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No or OEM authorization form for reseller with complete details required to be furnished along with the bid.		Please submit the MAF from OEM (M/s IBM)	
3	The bidder should have at least a running contract for similar nature of work. CAMC of IBM AS 400 Servers should be in Central Govt. Institute/State Govt. Institute/ /Reputed Educational/ Government Hospital / Reputed Private Hospital /Organization in India. Single work of 8 Lakh or two work of 5 Lakh each and three work of 4 Lakh each.		Submit a copy of Work order / Purchase order	
4	Bidder should have an annual turnover of at least Rs. 10 Lakh (Ten Lakh) for each of the at least 3 (three) financial years among 2019-20, 2020-21, 2021-22 and 2022-23.		CA Certified Profit & Loss A/c & Balance Sheet and CA Certificate for annual turnover.	
5	The Vendor to confirm that the bid is not submitted in Consortium as well as Subcontracting		Declaration in this regard by the authorized signatory of the Responder. (On Letter Head)	
6	The firm should not be blacklisted by any Central Govt./ State Govt. /PSU /Govt. Bodies/ IITs & IIMs/Reputed/ Govt. Hospital Educational Institutes in India.		Declaration (On Letter Head)	

(Signature with Name of the Bidder, with Official Seal)

FORM 'A' (Experience & Running Contracts)

Sr.No	Name of Organization	Address	Contact Details	Experience for 3 Years		Nature of Experience
				To Date	From Date	
1						
2						
3						
4						
5						
6						
7						
8						

FORM 'B' (Turnover and Profitability)

Sr. No	Financial Year	Profit	Loss	Annual Turnover	Total Turnover
1					
2					
3					
4					
5					
6					
7					

FORM 'C' (Escalation Matrix)

Sr. No	Name of Person	Designation	Contact Number	E-Mail Id	Triggers When
1					
2					
3					
4					
5					

ANNEXURE 'B'

BID SECURITY DECLARATION

(On Letter Head of the Tenderer)

TENDER No. TMC/MPMMCC/IT/2023/NIT/20

We hereby declare and accept that if 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 fail to submit the performance security before the deadline defined in the NIT, we agree for suspension for a period of TWO years from participating in GeM and in any tender of your Institute which shall be binding on us and we shall not appeal against the same.

Date:

Sign of Authorized Signatory

Name:

Designation:

Seal:

ANNEXURE 'C'

TENDER ACCEPTANCE LETTER

(TO BE GIVEN ON COMPANY LETTER HEAD)

Date:

To,
The Director
Mahamana Pandit Madan Mohan Malviya Cancer Centre &
Homi Bhabha Cancer Hospital, Varanasi, Uttar Pradesh 221005.

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Sir,

I/We have read the General and Special Terms and Conditions of the contract given above. I /We agree to abide by them.

1. I/ We have downloaded/obtained the tender document(s) for the above-mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s) and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with HBCH/MPMMCC, Varanasi, and/or prosecuted as per laws.
2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc...), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of the above-mentioned tender document(s) / corrigendum(s) in its totality/entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature with Name of the Bidder, with Official Seal)

ANNEXURE 'D'

VENDOR CAPABILITY FORM (APPLICATION)

TENDER No. TMC/MPMMCC/IT/2023/NIT/20

Date:

Name of the Item / Work:	
Due Date of the submission of the tender.	
Receipt No. for EMD Amount and Date	
Name / Title of the Bidder	
Full Address (recent)	
E-Mail (recent)	
Tel. No & Mobile No. (recent)	
Fax (recent)	
Name of the person authorized to deal/undertake the 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. License No. granted by	for

TATA MEMORIAL CENTRE
MAHAMANA PANDIT MANDAN MOHAN MALVIYA CANCER CENTRE & HOMI BHABHA CANCER HOSPITAL
(A grant-in-Aid Institute under the Department of Atomic Energy, Govt. of India)

HBCH: Old Loco Colony, Shivpurwa, Varanasi, Uttar Pradesh - 221002 Ph. 0542 2225022, 2224922, Website: www.tmc.gov.in
MPMMCC: Sundar Bagiya, Near Nariya Gate, Banaras Hindu University Campus, Varanasi (U.P.) – 221005 Ph. 0542 2575035, 2575032.

The 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 along with Bank Account No. and IFSC code of the bidders.	<div>Account No:</div> <div>IFSC Code:</div>
Authority / Delegation / License No. & Date granted by the principal to the representative bidder	
PAN No.	
Registration No. granted by GST	
GST/CGST/SGST NO.	

HBCH: Old Loco Colony, Shivpurwa, Varanasi, Uttar Pradesh - 221002 Ph. 0542 2225022, 2224922, Website: www.tmc.gov.in
MPMMCC: Sundar Bagiya, Near Nariya Gate, Banaras Hindu University Campus, Varanasi (U.P.) – 221005 Ph. 0542 2575035, 2575032.

HSN code of the product	
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.	
Whether supply of any item/service to MPMMCC/HBCH 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 with Name of the Bidder, with Official Seal

ANNEXURE 'E'

(On Letter Head of the Tenderer)

**MANDATORY CONDITIONS TO BE SATISFIED BY ANY BIDDER FROM A COUNTRY THAT
SHARES A LAND BORDER WITH INDIA**

(This annexure is to be signed and stamped and submitted by the Bidder along with the bid)

- A.** The tender shall be governed by the following terms and conditions:
- I.** Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Order (Public Procurement No.1) F.No.6/18/2019-PPD Dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division and as amended from time to time. Such registration should be valid at the time of submission and acceptance of bids.
- II.** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III.** "Bidder from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. 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
- IV.** The beneficial owner for the purpose of (iii) above will be as under:
1. In the 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 persons, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint a 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;

2. In the 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 persons, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In the 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 persons, has ownership 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 the 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 a third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. Certificate regarding compliance: A certificate shall be provided by bidders in the tender documents regarding their compliance with these clauses. If such a certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with the law.
- VIII. Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/placement of the order, registration shall not be a relevant consideration during contract execution.
- B. Notwithstanding above, the terms and conditions mentioned above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developing projects. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is 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.]"

Dated:

Authorized Signatory:

Name: -

Designation: -

Seal: -

ANNEXURE – ‘I’

PART I – TECHNICAL BID

TENDER No. TMC/MPMMCC/IT/2023/NIT/20

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

SN	ITEM NAME	QUANTITY	ITEM OFFERED / QUOTED (YES/NO)	DULLY FILLED COMPLIANCE SHEET PER ANNEXURE ‘A’ SUBMITTED (YES/NO)
1	IBM AS400 Power 8 Server – Hardware AMC	01		
2	IBM AS400 Power 8 Server – Software Licences & Support Services	01		

Note: Please quote only YES OR NO for the offered item & do not quote the prices in the technical Bid in case the price is quoted in the Technical Bid the said offer will be summarily rejected.

(Signature with Name of the Bidder, with Official Seal)

TATA MEMORIAL CENTRE
MAHAMANA PANDIT MANDAN MOHAN MALVIYA CANCER CENTRE & HOMI BHABHA CANCER HOSPITAL
(A grant-in-Aid Institute under the Department of Atomic Energy, Govt. of India)

HBCH: Old Loco Colony, Shivpurwa, Varanasi, Uttar Pradesh - 221002 Ph. 0542 2225022, 2224922, Website: www.tmc.gov.in
MPMMCC: Sundar Bagiya, Near Nariya Gate, Banaras Hindu University Campus, Varanasi (U.P.) – 221005 Ph. 0542 2575035, 2575032.

Please furnish the following details in the given proforma.

Sr.No	Documents/Details	Compliance (Details & Yes/No)
1	Bid Security Declaration (as per the format in Annexure 'B')	Copy Enclosed Yes/No
2.	Bidder Category i.e., Manufacturer /Distributor /Dealer / Trader/Supplier relevant document should be Submitted.	Copy Enclosed Yes/No
3	Copy of PAN, duly signed & stamped.	i) PAN No..... ii) Copy of Certificate EnclosedYes/No
4	Copy of GST Registration Certificate, duly signed & stamped, clearly mentioning the GSTIN number.	i) Registration No..... ii) Copy of Certificate EnclosedYes/No
5	Copy of profit & loss A/c and Balance Sheet of the company for the last 03 Financial Years.	Copy Enclosed Yes/No
6	Copy of ITR of last 03 Financial years.	Copy Enclosed Yes/No
7	Evidence for the supply of similar nature of work in the last three years to government hospitals / reputed private hospitals/reputed organizations in India.	Copy Enclosed Yes/No
8	Tender Acceptance Letter in the format enclosed in Annexure 'C'	Enclosed Yes/No
9	Mandatory Conditions to be satisfied by any bidder from a country that shares a landborder with India in the format enclosed in Annexure 'E'.	Enclosed Yes/No

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

(Signature with Name of the Bidder, with Official Seal)

ANNEXURE – ‘II’

PART II – COMMERCIAL BID

TENDER No. TMC/MPMMCC/IT/2023/NIT/20

*The details of the price of the items should be quoted in Part II of the tender in a separate sealed envelope.

CAMC OF IBM AS400 SERVER WITH LICENCE RENEWAL AND SUPPORT SERVICES AT HBCH FOR THE PERIOD OF ONE YEAR					
SN	ITEM	ITEM DESCRIPTION	AMOUNT (Rs.)	GST (Rs.)	TOTAL AMOUNT (Rs.)
1	CAMC of IBM AS400 Power 8 Server for the period of one year	Server's Hardware & Software licenses and Support Services for preventive maintenance, troubleshooting, configuration, restoration from backup, etc.			
GRAND TOTAL AMOUNT (Rs.)					
GRAND TOTAL AMOUNT (INCLUDING GST) IN WORDS:					

L1 bidder will be decided based on the total amount quoted for all items.

The billing of the item shall be started when items come under the CAMC on a pro-rata basis.

Note:

- A) The quoted rate should be FOR: Destination i.e., **MAHAMANA PANDIT MADAN MOHAN MALVIYA CANCER CENTRE**, BHU CAMPUS, Varanasi, Uttar Pradesh 221010.
- B) This is a fixed-price tender. Any request for rate revision till currency of Contract shall not be considered.
- C) The currency of all quoted rates shall be in Indian Rupees. All payment shall be made in Indian Rupees.

(Signature with Name of the Bidder, with Official Seal)