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**MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE**

**&**

**HOMI BHABHA CANCER HOSPITAL, VARANASI**

**(TATA MEMORIAL CENTRE)**

**Notice Inviting Tender**

**Tenders invited for Supply of Cell Washer for Transfusion Medicine Department for HBCH&RC, Muzaffarpur and for MPMMCC, Varanasi.**

Tender No. : HBCH/MPMMCC-MZP/OT/08/KF

EMD : INR (₹)24000/-

Date of Publication : 22.05.2023

Last Date of Submission : 12.06.2023 up to 13:00 Hrs.

Opening of Technical Bid : 12.06.2023 from 14:30 Hrs.

**Tender notice for supply of Cell Washer for Transfusion Medicine Department for HBCH&RC, Muzaffarpur**

#  Last date of Submission: 12.06.2023 up to 13:00 hrs.

#  Tender Opening date: 12.06.2023 from 14:30 hrs.

#

# TENDER No. HBCH/MPMMCC-MZP/OT/08/KF Date: 22.05.2023

1. Sealed tenders are invited by **MPMMCC & HBCH** in two bid system i.e. **Part-I (Technical Bid)** & **Part-II (Financial Bid)** for supply of “**Cell Washer for Transfusion Medicine Department” at HBCH&RC, Muzaffarpur**.
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- B, C, D & E’ along with supporting documents) and ‘Part II- Financial Bid’ (as per format “Annexure -II) respectively and each to be submitted in separate envelopes.**

Sealed Envelopes of Both Part – I and Part – II tenders are to be sealed in separate envelope of suitable size & super-scribed ‘**Ref. No. HBCH/MPMMCC-MZP/OT/08/KF** addressed to the **“Director (MPMMCC/HBCH), Mahamana Pandit Madan Mohan Malaviya Cancer Centre, Sundar Bagiya, Near Nariya Gate, Varanasi (U.P.) – 221005 Ph. 0542 2575035, 2575032; Ext. No. 1132 &1134”** should reach Purchase Department on or before **12.06.2023 up to 13:00 Hrs.**

**The Part I- Technical Bid shall be opened at 14:30 hrs. on the same day i.e. on 12.06.2023.**

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

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

1. **Bid Security (EMD):** No tender will be accepted unless the full amount Ernest Money Deposit of **₹ 24000/- (Rupees Twenty-Four Thousand Only)** paid. The Earnest Money Deposit must be paid by Demand Draft/Bankers Cheque drawn in favor of “Mahamana Pandit Madanmohan Malaviya Cancer Centre” payable at Varanasi, to be attached along with Technical-Bid or submit the EMD amount at cash counter of MPMMCC & obtain receipt from cash counter. **Original EMD** receipt must be enclosed along with the tender document (Technical-Bid Part-I). The EMD Receipt number/DD No. and 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 Government of India under GFR.**

1. **Bid Security Declaration:** The tenderer has to submit the “Bid Security Declaration” as per ANNEXURE ‘B’ attached in the tender document.
2. No tender will be accepted unless the Bid Security Declaration is enclosed along with **Part I- Technical Bid** of tender document.
3. **Pre-Qualification Criteria:**
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. The bidder should be competent enough to deal with the business of the tendered item technically and financially and should have adequate man-power having prescribed qualification (Skilled & Technical) required for managing the business.
6. Bidder should be the manufacturer/authorized dealer/Distributor. Supporting documents for the applicable category required to be submitted and Letter of authorization from manufacturer for the same should be submitted.
7. Tenderer must provide evidence of having supplied government hospital / reputed private hospital/reputed organizations in India similar nature of items in the last 03 years and the copy of the same should be submitted.
8. Tenderer must provide the copy of profit & loss A/c and Balance Sheet of the company of last 03 year.
9. The tender document must be accompanied by copy of PAN, ITR, Certificate of registration of firm/ company registration, GST registration Certificate.
10. 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 percentage of local content for the quoted products must be indicated (refer purchase preference policies of the government pg. no. 7-10)

**9.1** Tenderer has to submit certificate of compliance of clause for **Make in India** Status placed at **Annexure I**.

1. Latest Government of India guidelines on “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & Subsequent amendments from time to time will be applicable. The copy of valid UAM/URC must be submitted if available (refer purchase preference policies of the government pg. no. 11-12).

**10.1** If applicable, Tenderer has to submit certificate of compliance of clause for **MSME** Status placed at **Annexure G.**

1. If applicable, Tenderer has to submit certificate of compliance of clause for **Start-up India** Status placed at **Annexure H.**
2. Latest Government of India guidelines on “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & Subsequent amendments from time to time will be applicable. The copy of valid UAM/URC must be submitted if available.
3. 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 F.**
	* + 1. Self-attested copy of **Annexure F** Mandatory conditions to be satisfied by any bidder from a country which shares a land border with India. – Bidder to confirm
			2. Certificate of compliance of clauses of **Annexure F**, clause A VII. – Bidder to confirm
			3. Certification as per last paragraph of **Annexure F** Mandatory conditions to be satisfied by any bidder
4. **Performance Security:** The successful tenderer will have to enter into a contract for supply of “**Cell Washer for Transfusion Medicine Department”**, A Performance Security deposit of 3% of Contract Value (including GST) to be paid either through DD or in the form of Bank Guarantee to be given for satisfactory performance for the period of Guarantee/ warranty + 03 months.

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

Those vendors who have paid Security deposit/Performance bank guarantee must be taken back by the vendor within 3 months of expiry period. If not collected within 3 months the expired Bank Guarantee shall be destroyed.

1. Scope of work:

Scope of supply should include supply of “Cell Washer for Transfusion Medicine Department” against purchase order/s as per technical specifications, quantity, delivery place (FOR: Destination i.e. HBCH&RC, Muzaffarpur) & delivery schedule indicated in the respective purchase order & provide warranty of 02 Years + AMC/CAMC for 08 years (after warranty).

1. The damages if occurred to the items/equipment’s during transit up to its supply shall be taken care 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.
2. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
3. **GUARANTEE/ WARRANTY:** The materials offered shall be guaranteed / warranted for satisfactory performance for a period of 24 months from the date of supply & acceptance OR installation (if applicable) whichever is later, against manufacturing defects, bad workmanship, faulty materials, etc.
* **Guarantee/Warranty period and terms of guarantee/warranty including accessories, details of preventive / periodic maintenance, frequency and task description must be specified.** Vendors are required to provide 2 years’ warranty from the date of supply & acceptance OR installation & commissioning (if applicable) whichever is later of item/product/equipment, tenders not confirming to this clause are liable to be rejected.
* Spares: If required for any of the item, 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 if CAMC is applicable prices should be frozen for the next 08 years.
* 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.
1. **CMC (Comprehensive Maintenance Contract)**
2. Bidders are required to quote AMC & CAMC rates (in % only) for respective items for providing AMC @maximum upto 2% per annum **//** CAMC @ maximum upto 5% per annum for 8 years on Basic Equipment Cost after warranty (quote in % only). The (%) Rates of AMC/CAMC for the prescribed period to be shown separately in price bid.
3. In case if the respective columns/row of AMC/CAMC are left blank in the prescribed price bid format it shall be considered as free of cost.
4. Tender Inviting Authority reserves the right to place order with AMC or CAMC OR without AMC/CAMC.
5. **Supply & Declaration:** Suppliers must submit written declaration for their respective supplies that “everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be completed enough to carry out the experiments, as specified in the tender document.” If item fails, the same shall be replaced free of cost including all the applicable charges (shipping cost both ways).

  **Supply must be done within stipulated time period from the date of delivery of the item/ equipment as specified in the purchase order.**

1. **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 bided the lowest evaluated quotation price.

* 1. Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
	2. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
1. Normal comprehensive warranty/guarantee and CMC (if applicable) shall be applicable to the supplied goods as per Annexure-I (if mentioned).
2. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
3. The bidder will be responsible for 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.
4. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description/specifications/quality.
5. 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.
6. The Director, MPMMCC/HBCH 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, MPMMCC/HBCH on enquiry will disclose the reasons for rejecting a tender or non-issuing a tender document.
7. If a firm quotes “NIL” charges / consideration, the bid shall be treated as unresponsive and will not be considered.

 **Other Terms & Conditions:**

1. **Delivery & Installation:** The successful bidder should strictly adhere to the following delivery schedule supply, installation & commissioning (if applicable) should be effective within **Two Week** from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise Liquidation Damages will be imposed as per clause no. 2. Purchase order will be placed as required by consignee
2. **Penalty:** If the suppliers fails to deliver and place any or all the Equipment or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.
3. **Right of Acceptance:** HBCH/MPMMCC reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. HBCH/MPMMCC also reserves the rights to accept all the items/equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.
4. **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.
5. **Risk Purchase & Recovery of sums due:**
* Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'non-compliance' or 'breach of contract' and the order in part of full be arranged from 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.
* The amount will be recovered from any of his subsequent / pending bills or security Deposit.
* 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.
1. **Communication of Acceptance:**

 HBCH / MPMMCC, Varanasi reserves all right to reject any tender including of those tenderers who fails 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.

#### 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 the 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.

1. **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, act of 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 party to other within 21 days from the date of occurrence thereof, neither party hall 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, that 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.

1. **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.

1. **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 of HBCH/MPMMCC, Varanasi, which will be at liberty to refuse if thinks fit. The tender is not transferable.

1. **REPEAT ORDER:**

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

#### Right to call upon information regarding status of contract:

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

1. **L1 will be decided items rate FOR HBCH/MPMMCC, Varanasi.**
2. Rate wise comparison of the quotes will be made and Lowest Qualified Bidder for each item will be determined on Total Landed Cost basis.
3. In this context, 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.
4. **Terms of payment:**

 100% payment within 45 Days will be released after the successful supply & acceptance, installation, commissioning & training (if applicable) by consignee and submission of 3% Performance Bank guarantee for a warranty period plus three months from date of installation.

OR

In respect of plant, machinery and equipment 80% payment within 30 Days against delivery at purchase’s site and preliminary inspection and balance 20% after erection, commissioning and final acceptance and submission of 3% Performance Bank guarantee for a warranty period plus three months from date of installation.

 No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

 **For payment supplier should submitted following documents.**

*(a) Three copies of Invoice.*

*(b) Packing list/delivery challan.*

 *(c) Any other documents, if required.*

* + 1. **GSTs (Goods & Service Tax): -**
* *GST* rates applicable on your quoted item may please be informed.
* In the event of increase/decrease in GST, detailed justification and supporting evidence may be submitted for our consideration.
* HSNCode for relevant item should be clearly mentioned.
	+ 1. **Fall Clause:**
1. 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.
2. If at any time during the period of contract, the prices of tendered items are reduced or brought down by any law or Act of the Central of 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 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 after wards.

(C) If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt. /DGS&D and Pubic 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’s supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

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.

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

18) Rules and regulations of the tender will be the part of contract.

**19) DEVIATIONS:** 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 reasons.

20) Non-compliance of any of these conditions or any of the conditions mentioned in the documents renders the purchaser to blacklist the supplier along with appropriate legal action.

21) **Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to the 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. Sole arbitrator will be appointed by the Director, HBCH/MPMMCC, Varanasi. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having 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 Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

1. **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.

**PURCHASE OFFICER**

**PURCHASE PREFERENCE POLICIES OF THE GOVERNMENT**

* + - 1. TMC (HBCH/MPMMCC) reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies /Directives:
1. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017 “ (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT- Public Procurement Section) as revised from time to time.
2. Bidders from Micro and /or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
3. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F. 20/2/2014-PPD dated 25.07.2016 and subsequent clarifications from time to time; and /or
4. Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the Tender.
5. **Public Procurement (Preference to Make in India), Order 2017- Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5,10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P45021/2/2017 -B.E.-II dated 29.05.2019 and Order NO.P-45021/2/2017 - B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017” dated 16.09.2020 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions**: For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

*'L 1*' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*'Margin of purchase preference*' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

*'Nodal Ministry'* means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

*'Procuring entity*' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'*Works*' means all works as per Rule 130 of GFR- 2017, and will also include ‘*turnkey works'*.

1. **Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement.**
2. In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
3. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with

'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub para 3(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

1. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

 **3A. Purchase Preference**

1. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

* 1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
1. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
	1. In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
		1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
		2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
		3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
2. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

 **3B. Applicability in tenders where contract is to be awarded to multiple bidders** –

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
2. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
3. If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
4. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
5. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
6. **Minimum local content**: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' / 'Class-II local supplier' respectively
7. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

**6**.**Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

**7. Verification of local content**:

1. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
2. In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 7h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

1. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
2. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
3. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
	1. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

 **8A.** In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for

exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

**Public Procurement Policy for Micro and Small Enterprises (MSEs)**

**From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and**

**medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website** [**(http://dcmsme.gov.in/pppm.htm.aspx)**](http://dcmsme.gov.in/pppm.htm.aspx)**.**

1. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
2. The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/PSUs.
3. To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities.
4. Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment, the buyer shall be liable to pay compound interest to the

supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank. For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been setup in states.

1. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply aportion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders in case there are more than one MSEs within such price band.
2. Within this 25% (TwentyFivePercent) quantity, a purchase preference of four (4) per cents reserved for MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneurs (if they participate in the tender process and match the L1 price). However in event of failure of such MSEs to

iii) participate in tender process or meet tender requirements and L1 price four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneurs will be met from other MSEs. MSEs would be treated as owned by SC/ST entrepreneurs:

* + 1. In case of proprietary MSE, proprietor(s)shall be SC/ST;
		2. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
		3. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
			- 1. If sub contract is given to MSEs, it will be considered as procurement from MSEs.
				2. In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full / complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt.Procurement from MSEs.
				3. To develop MSE vendors so as to achieve their targets for MSEs procurement, Central Government Ministries / Departments / PSUs shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal. In order to develop vendors belonging to MSEs for Public Procurement Policy, the Ministry of MSME is regularly organizing State Level VDPs and National Level VDPs under the Procurement and Marketing Support Scheme. For enhancing participation of MSEs owned by SCs / STs / Women in Government procurement, Central Government Ministries/ Departments/ CPSUs have to take the following steps:
	1. Special Vendor Development Programmes / Buyer Seller Meets would be conducted by Departments / CPSUs for SC / STs and Women.
	2. Outreach programmes will be conducted by National Small Industries Corporation (NSIC) to cover more and more MSEs from SC/STs under its schemes of consortium formation and
	3. NSIC would open a special window for SCs/ STs under its Single Point Registration Scheme (SPRS).
	4. A National SC/ST hub scheme was launched in October, 2016, for providing handholding support to SC/ST entrepreneur which is being coordinated /implemented by the NSIC under this Ministry.
1. Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
2. This Policy is meant for procurement of only goods produced and services rendered by MSEs / Traders / distributors / sole agent / Works Contract are excluded from the purview of the policy.
3. **Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience - Prior Turnover criteria.**
4. The Government of India has announced “Startup India’ Initiative for creating a conducive environment for Startups in India.
5. Ministry of Micro, Small & Medium Enterprises (MSMEs) vide Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 has clarified that all Central Ministries/Departments/Central Public Sector Undertakings (CPUs) may relax condition of prior turnover and prior experience with respect of Micro and Small Enterprises (MSEs) in all public procurements subject to meeting of quality and technical specifications.
6. As per Rule 160(i) (a) of GFR, 2005 there is already a provision that the bidding documents should contain criteria for eligible and qualification to be met by the bidders such as minimum level of experience, past performance, technical capability, manufacturing facilities and financial position etc. In view of above, it is further clarified that all Central Ministries/Departments may relax condition of prior turnover and prior experience in public procurement to all Startups (whether MSEs or otherwise) subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR, 2005.
7. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment’s, etc.) where procuring entities may prefer the vendors to have experience rather than giving orders to new entities. For such procurements, wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/turnover for the Startups. (OM No.F.20/2/2014-PPD (Pt.) dated 20th September 2016.

**Instructions to Suppliers**

Suppliers are requested to take note of the following instructions while filling the Tender form for submission of Technical and Commercial offer:

1. The tenderer should furnish the full contact details such as recent phone nos., mobile nos., email id, mailing address, office address which will be in operation for a period of two years. HBCH/MPMMCC will send all communication preferably by e-mail. Non-receipt of communication will not be our responsibility. So tenderer must ensure correct and operational email ID and fax Nos. If any changes in contact details then ensure to submit to HBCH/MPMMCC.
2. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
3. The bidder should be competent enough to deal with the business of the tendered item technically and financially and should have adequate man-power having prescribed qualification (Skilled & Technical) required for managing the business
4. The bidder should have necessary license under the prevailing laws of the land and competent to undertake import and export process of goods and services.
5. 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.
6. The bidder should provide Service tax No. and License No. as may be required for manufacturing of item and/or import from foreign origin.
7. Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the item tendered.
8. The successor / heirs in office will be responsible for the liabilities created by the bidder in respect to the item / services offered by bidder.
9. The risk of loss in transit of the goods / services shall be the responsibility of the bidder.
10. The bidder will be solely responsible for the activities if found fraudulent on the part of principal to cheat or swindling the Indian public by way of advance payment or breach of terms and condition of L/C established for import of tendered item.
11. The bidder will be responsible for abiding the international laws including rules relating to package etc. applicable to the item / services offered by the bidder.
12. The bidder will be responsible for ensuring that the international standards before the consignment of the item is dispatched from the godown of manufacturer of foreign origin to deliver into India at the place of the user.
13. The bidder will be responsible for safe transit of the goods under proper goods insurance coverage and under standard conditions.
14. The supplier should have a team comprising of experts of the line for erection, installation, commissioning and maintenance of the equipment/article tendered for use in the public interest.
15. 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 normal course the letter of intent will include the costs of the equipment and its installation.
16. Eligibility criteria as per OM Dated 23.07.2020 (Copy uploaded separately) issued by MoF w.r.t amendment of GFR
17. 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.
18. "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.
19. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
20. An entity incorporated , established or registered in such a country; or
21. A subsidiary of an entity incorporated , established or registered in such a country; or
22. 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.

1. 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.

1. 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 execution of the work.

18.    The bidder will be under obligation to intimate to institute in advance about the assistance to be extended by the institute without involvement of expenditure or at the cost of the bidder in connection with the process of erection installation and commissioning.

19. The bidder is responsible for installation and commissioning of the equipment without damaging infrastructural image/face of our building/installation site. Temporary destruction and re-construction of existing structure in connection with the site preparation and installation of the equipment will be the vendor’s responsibility. Charges/expenses involved for the same shall be borne by the supplier. If any damage takes place while the work is in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work, the bidder shall make good the same at his own cost.

20. **The bidder should obtain clearance from structural consultant before starting the work (wherever applicable).**

21. The installation certificate will have to be issued by the team of the experts and it should be countersigned by the user or **Authorized person** and the date on which such certificate is counter signed by will be **the date from which period of warranty commence**.

22.    The bidder should ensure that the technical bid complete in all respect should be sealed in a separate cover and commercial/price Bid should be sealed in separate cover and both the envelopes should be kept and sealed in a suitable size cover which should be super scribed with name of the equipment, **tender No.**

23. The bidder are also advised to ensure that the Commercial offer and the Technical offer papers are signed by the authorized persons and rubber stamp should be put wherever asked for.

24. The offers should be submitted within the scheduled time limits and delay if any occurred in

submission on account of any reason whatsoever shall not be condoned and such delayed offers received late shall be liable for rejection.

25. The bidder or his authorized representative will be entitled to participate in the tender opening

process to take note of the proceedings of disclosure.

26. The bidder may contact the following relating to any of the item published in Tender Notice;

1. **Dept. of Surgical Oncology Department at Tel No: 0542 2225022-Ext 1217 for technical clarification.**
2. **Purchase Dept. at Tel No.: 0542-2517699- Ext 1132 for any other clarification.**

**27. Any change in policy decision made by the HBCH/MPMMCC management before awarding the contract will be binding on the vendor.**

**28. Conditional & incomplete offers will not be accepted.**

29.    The Director, HBCH/MPMMCC reserves the right of cancellation, adding, reducing or deferring the purchase without assigning any reason thereof at any stage in the processing of tenders received and no claim in 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 enquiry 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.

 **Signature**

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

**Annexure ‘A’**

**Schedule of Quantity**

**TENDER No. HBCH/MPMMCC-MZP/OT/08/KF**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.**  | **Items Description** | **Total tentative requirement**  | **Technical Specifications** |
| **1** | **Cell Washer**  | 1 No.  | **Annexure ‘A1’** |

**Note:**

1. **The above-mentioned quantities are tentative only; the supply orders of respective items will be given as per actual requirement of respective hospital/s (HBCH & RC, MUZAFFARPUR).**
2. **Delivery against the supply order of respective item/s at the required location i.e. HBCH & RC, MUZAFFARPUR, will be made within 15 days of Order/s.**
3. **If 2 years Warranty, + AMC@ maximum upto 2% per annum & CMC @ maximum upto 5% per annum for 8 years on Basic Equipment Cost after warranty (quote in % only) and buyback values (if applicable) are not mentioned, then offer will be disqualified.**
4. **Submission of technical compliance sheet for offered item/s as per Annexure A1 for Cell Washer for Transfusion Medicine Department is mandatory for consideration of Offer.**

**Annexure ‘A1’**

****Technical Specification of Cell Washer for Transfusion Medicine Department

****

**ANNEXURE ‘B’**

**Bid Security Declaration**

(On Letter Head of the Tenderer)

Tender No. **HBCH/MPMMCC-MZP/OT/08/KF**

 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, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Tender / Work: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. 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 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 of the bidder and seal

 Name of authorized person

& Address for correspondence

Tel/ Mobile No.

##### **ANNEXURE ‘D’**

##### **MANUFACTURER’s / PRINCIPAL’s AUTHORIZATION FORM**

To

Purchase Officer,

Homi Bhabha Cancer Hospital &

Mahamana Pandit Madan Mohan Malaviya Cancer Centre,

Varanasi

Dear Sir,

TENDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_who are Established and reputable

manufacturers of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having Factories at \_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_, hereby Authorize Messrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of agents) to bid, negotiate and

conclude the contract with you against Tender No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the above goods manufactured by us. No company or firm or individual other than Messrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Yours faithfully,

(Name)

For and on behalf of Messrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of manufacturers)/ Principal.

**ANNEXURE ‘E’**

**VENDOR CAPABILITY FORM (APPLICATION)**

**Ref: Tender No: Date:**

|  |  |
| --- | --- |
| 1 Name of the Item / Work  |  |
| 2. Due Date of the submission of the tender. |  |
| 3. Receipt No. for EMD Amount and Date  |  |
| 4. Name / Title of the Bidder |  |
| 5. Full Address (recent)  |  |
|  |
|  |
| E-Mail (recent) |
| Tel. No & Mobile No. (recent) |
| Fax (recent) |
| 6. Name of the person authorized to deal / undertake business for and on behalf of the bidder |  |
|  |
|  |
|   | Tel. No & Mobile No. **(Recent)** |
| Fax **(Recent)** |
| E-Mail (**Recent)** |
| 7. 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  |
| 8. Main business of the bidder whether Manufacturer, Business Distributor, Wholesale Dealer, Retail trader or Service Agent |  |
|  |
|  |
|  |  |
| 9. Authorized Area of operation in India |  |
|  |
| 10. Name of the Principal Organization / Company for and on behalf working in India |  |
|  |
|  |
| 11. Origin of the Principal Organization / Company |  |
| 12. Address of the Principal Organization / Company  |  |
|  |
|  |
| Tel. No. & Mobile No.  |
| Fax |
| E-Mail  |
| 13. Name & Address of the Bankers along with Bank Account No. and IFSC code of the bidders. |  |
|  |
|  |
| 14. Authority / Delegation / License No. & Date granted by the principal to the representative bidder  |  |
|  |
| 15. PAN No.  |  |
| 16. Registration No. granted by GST |  |
| 17. GST/CGST/SGST NO.  |  |
| 18. HSN code of the product |  |
| 19. Import / Export Code No. |  |
|  License No. for import |  |
| 20. No. of manpower employed by the bidder | a. Scientific b. Technical |
| c. Administrative d. Finance |
|  |  |
| 21. Support facility equipment No. |  |
| 22. 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 |  |
|  |
|  |
| 23. Whether supply of any item / service to MPMMCC/HBCH in past; if yes indicate the Purchase Order No. & Date |  |
|  |
|  |
|  |
| 24. 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.

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

**Signature**

## **ANNEXURE ‘F’**

**(On Letter Head of the Tenderer)**

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

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

1. The tender shall be governed by the following terms and conditions:
	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 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.
	2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
	3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
		1. An entity incorporated, established or registered in such a country; or
		2. A subsidiary of an entity incorporated, established or registered in such a country; or
		3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
		4. An entity whose beneficial owner is situated in such a country; or
		5. An Indian (or other) agent of such an entity; or
		6. A natural person who is a citizen of such a country; or
		7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
	4. The beneficial owner for the purpose of (iii) above will be as under:
2. 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 percent 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;
4. 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 or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
5. 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;
6. 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.
	1. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
	2. 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.
	3. Certificate regarding compliance: **A certificate shall be provided by bidders in the tender documents regarding their compliance with these clauses**. If such 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 law.
	4. 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 order, registration shall not be a relevant consideration during contract execution.
7. Not with standing 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 ‘G’**

**TENDER No. HBCH/MPMMCC/OT/03/KF**

**(To be submitted if applicable for the tenderer & To be printed & executed on Letter head of the supplier company / Indian agent)**

**MSME STATUS**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following & certificate for the same is attached:

1. We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others :……………
2. We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
3. Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):…………….

**Signature**

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

**ANNEXURE ‘H’**

**TENDER No. HBCH/MPMMCC/OT/03/KF**

**START-UP STATUS**

**(To be submitted id applicable for the tenderer & To be printed & executed on Letter head of the supplier company / Indian agent)**

We confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade-DPIIT & certificate for the same is attached.

**Signature**

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

**ANNEXURE ‘I’**

**TENDER No. HBCH/MPMMCC/OT/03/KF**

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

**MAKE IN INDIA STATUS**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

**(a) Self-Certification for the category of suppliers:**

(Provide a certificate from statutory auditors/ cost accountant for Class-I or Class-II Local Suppliers). (Provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.

Details of local content and location(s) at which value addition is made are as follows:

|  |  |
| --- | --- |
| Local Content and %age |  |
| Location(s) of value addition |  |

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

|  |  |
| --- | --- |
|  | Class-I Local Supplier/ |
|  |
|  | Class-II Local Supplier/ |
|  |
|  | Non-Local Supplier |

**(b) We also declare that**

There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

**Signature**

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

 **Annexure – I**

#  PART I – TECHNICAL BID

**TENDER No. HBCH/MPMMCC-MZP/OT/08/KF**

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 in the compliance report if the tenderer not mentioned anything then management is free to presume that it is inclusive of the cost quoted by the tenderer.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Item Description** | **Qty.****(Approx.)** | **Item Offered /Quoted****(Yes/No)** | **Dully filled Technical Compliance sheet for technical specification as per Annexure A submitted (Yes/No)** |
| 1 | Cell Washer for Transfusion Medicine Department | 1 Nos. |  |  |
| **1.1** | **AMC@ maximum upto 2% per annum & CAMC @ maximum upto 5% per annum on Basic Equipment Cost** | **for 8 Years** |  |  |

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

*Submission of technical compliance sheet for offered item/s as per Annexure A for* ***Cell Washer for Transfusion Medicine Department*** *is mandatory for consideration & Technical evaluation of the offer.*

**Please furnish the following details in the given proforma.**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Documents/Details** | **Compliance****(Details & Yes/No)** |
| 1 | EMD INR (₹) 24000/- in form of DD, in the favour of “Mahamana Pandit Madan Mohan Malaviya Cancer Centre” payable at Varanasi | Enclosed ……………………………………………. Yes/No |
| 2. | Bid Security Declaration (as per format at Annexure B)  | Copy Enclosed …………………………………… Yes/No |
| 3 | Bidder Category i.e., Manufacture /Distributor /Dealer / Trader/Supplier **relevant document should be Submitted.** | ………………………………………………………….Copy Enclosed …………………………………… Yes/No |
| 4 | Copy of PAN, duly signed & stamped.  | ) PAN No……………………............................ ii) Copy of Certificate Enclosed …………..Yes/No |
| 5 | Copy of GST Registration Certificate, duly signed & stamped, clearly mentioning the GSTIN number.  | i) Registration No……………………............................ ii) Copy of Certificate Enclosed …………..Yes/No |
| 6 | Copy of profit & loss A/c and Balance Sheet of the company of last 03 Financial Years. | Copy Enclosed …………………………………… Yes/No |
| 7 | Copy of ITR of last 03 Financial years. | Copy Enclosed …………………………………… Yes/No |
| 8 | Evidence for supply of similar nature of items in the last three years to government hospital / reputed private hospital/reputed organizations in India. | Copy Enclosed …………………………………… Yes/No |
| 9 | Tender Acceptance Letter in the format enclosed at Annexure-C | Enclosed ……………………………………………. Yes/No |
| 10 | Mandatory Conditions to be satisfied by any bidder from a country which shares a land border with India **in the format enclosed at 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 legal suppressed, and /or found false and incorrect, the under signatory will be personally responsible for the consequences, and that the tender is liable to be rejected summarily without assigning any reason.

**Signature of the Bidder and Seal**

**Annexure -II**

**PART II (COMMERCIAL BID)**

**TENDER No. HBCH/MPMMCC-MZP/OT/08/KF**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Items Description /specification** | **Qty** | **Unit Rate (Basic Price)****(INR)** | **GST %****& GST Value****(INR)** | **TOTAL Unit Price** **(INR)** |
| **1** | **Cell Washer** **(Technical Specification as per Annexure A1)****(Warranty for 02 Years)**  | **1 No.** |  |  |  |
|  |  | **--** | **--** | **--** | **--** |
| **1.1** | **AMC/CAMC Charges for Cell Washer (after warranty period)**  |  |  |  |  |
| **A** | **Yearly % rate for AMC** | **For 08 Years** | **………..……%** |  |  |
| **B** | **Yearly % rate for CAMC**  | **For 08 Years** | **………..……%** |  |  |

**Note:**

1. The quoted rate should be FOR: Destination i.e., for supply of items up to Stores, **HBCH&RC, Muzaffarpur**.
2. This is a fixed price tender. Any request for rate revision till currency of Contract shall not be considered.
3. The currency of all quoted rates shall be in Indian Rupees. All payment shall be made in Indian Rupees.
4. The Price Bid shall contain price for supply at **HBCH&RC, Muzaffarpur** along with mentioning complete breakup i.e. Basic Price, applicable GST along with HSN Code, as per the format at Annexure –II (Price Bid).

(If zero ‘0’ OR ‘– ‘is quoted in GST Column; Basic Price would be deemed to be including supply & Installation (if applicable) and GST.

1. Bidders are required to quote AMC & CAMC rates (in % only) for respective items for providing AMC @maximum upto 2% per annum **//** CAMC @ maximum upto 5% per annum for 8 years on Basic Equipment Cost after warranty (quote in % only). The (%) Rates of AMC/CAMC for the prescribed period to be shown separately in price bid.
2. In case if the respective columns/row of AMC/CAMC are left blank in the prescribed price bid format it shall be considered as free of cost.
3. Tender Inviting Authority reserves the right to place order with AMC or CAMC OR without AMC/CAMC.
4. **If 2 years Warranty, + AMC@ maximum upto 2% per annum & CMC @ maximum upto 5% per annum for 8 years on Basic Equipment Cost after warranty (quote in % only) and buyback values (if applicable) are not mentioned, then offer will be disqualified.**