



**MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE**

**&**  
**HOMI BHABHA CANCER HOSPITAL,**  
**VARANASI**

**(TATA MEMORIAL CENTRE)**

**Notice Inviting Tender**

**Tenders invited for Supply of “Automated Nucleic Acid Extractor 2 nos (one for DNA & one for RNA)” on Reagent Rental Basis for contract period of 02 years plus 03 years extendable (yearly basis subject to be satisfactory service) for Haematopathology Dept. at Mahamana Pandit Madanmohan Malaviya Cancer Centre (MPMCC) & Homi Bhabha Cancer Hospital (HBCH), Varanasi.**

Tender No.:	HBCH/MPMCC/RR/OT/82/KF
Date of Publication:	12.03.2024
EMD:	INR (₹) 90,000.00/-
Last Date of Submission:	03.04.2024 up to 13:00 Hrs.
Opening of Technical Bid:	03.04.2024 from 14:30 Hrs.



**Tender notice for supply of “Automated Nucleic Acid Extractor-2nos. (one for DNA & one for RNA)” on Reagent Rental Basis” for contract period of 02 years plus 03 year extendable (yearly basis subject to be satisfactory service) for Haematopathology Dept. at MPMCC/ HBCH, Varanasi.**

Last date of Submission: 03.04.2024 up to 13:00 hrs.

Tender Opening date: 03.04.2024 from 14:30 hrs.

TENDER No. HBCH/MPMCC/RR/OT/82/KF

Date: 12.03.2024

1. Sealed tenders are invited by MPMCC & HBCH in two bid system i.e. **Part-I (Technical Bid) & Part-II (Financial Bid)** for supply of “AUTOMATED NUCLEIC ACID EXTRACTOR - 2nos (one for DNA & one for RNA)” on Reagent Rental Basis for contract period of 02 years plus 03 years extendable (yearly basis subject to be satisfactory service) Hematopathology Department at HBCH/MPMCC, 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- B, C, D, E, F, G, & H’ 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/MPMCC/RR/OT/82/KF’ addressed to the “Director (MPMCC/HBCH), Mahamana Pandit Madan Mohan Malaviya Cancer Centre, Sundar Bagiya, Near Nariya Gate, Varanasi (U.P.) – 221005 Ph. 0542 2575035, 2575032; Ext. No. 1131” should reach Purchase Department on or before 03.04.2024 up to 13:00 Hrs.

**The Part I- Technical Bid shall be opened at 14:30 hrs. on the same day i.e. on 03.04.2024.**

3. 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.
4. 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.**

5. **Bid Security Declaration:** The tenderer has to submit the “Bid Security Declaration” as per ANNEXURE ‘B’ attached in the tender document.
6. No tender will be accepted unless the Bid Security Declaration is enclosed along with **Part I- Technical Bid** of tender document.
7. **Pre-Qualification Criteria:**
  - a) The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
  - b) 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.
  - c) 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 & specific to the tender should be submitted.
  - d) Tenderer must provide evidence of having supplied government hospital / reputed private hospital/reputed organizations in India similar nature of items in the last three years and the copy of the same should be submitted.
  - e) Tenderer must provide the copy of profit & loss A/c and Balance Sheet of the company of last 03 years.



- f) The tender document must be accompanied by copy of PAN, ITR, Certificate of registration of firm/ company registration, GST registration Certificate.
8. 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**.
1. Self-attested copy of **Annexure E** 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 E**, clause A VII. – Bidder to confirm
  3. Certification as per last paragraph of **Annexure E** Mandatory conditions to be satisfied by any bidder
9. 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 H**.
10. 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 F**.
11. If applicable, Tenderer has to submit certificate of compliance of clause for **Start-up India** Status placed at **Annexure G**.
12. 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
13. **Performance Security:** The successful tenderer will have to enter into a contract for supply of “**Automated Nucleic Acid Extractor- 2nos.(one for DNA & one for RNA)**” on Reagent Rental Basis, A Performance Security deposit of 3% of total of reagents 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.
14. **Scope of work:**  
Scope of supply should include supply of “**Automated Nucleic Acid Extractor-2 nos. (one for DNA & one for RNA)**” on Reagent Rental Basis against purchase order/s as per technical specifications, quantity, delivery place (FOR: Destination i.e. HBCH, Varanasi & delivery schedule indicated in the respective purchase order & provide GUARANTEE /technical support for throughout contract period.
- Further the for required reagents RATE CONTRACT on the approved rates will be issued for period of two years & supplies of reagents should be made against the respective Purchase Orders.
15. The damages if occurred to the items/equipment’s/reagents 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.
16. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
17. **GUARANTEE/WARRANTY (If applicable):** The materials offered shall be guaranteed / warranted for satisfactory performance for a period of 24 months/up to the contract period 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 warranty for a period of 24 months/up to the contract period 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.

#### **18. 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.**

#### **19. 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 to cancel the bidding process and reject all quotations at any time prior to the award of contract.
  - b. 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.
20. Normal comprehensive warranty/guarantee and CMC (if applicable) shall be applicable to the supplied goods as per Annexure-I (if mentioned).
  21. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
  22. 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.
  23. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
  24. If the Vendor Capability Proforma provided and the documents required as mentioned are not submitted, MPMCC/HBCH reserves the right not to accept the offer.
  25. The Director, MPMCC/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, MPMCC/HBCH on enquiry will disclose the reasons for rejecting a tender or non-issuing a tender document.
  26. **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.

The supplier will be required to give the guarantee towards the performance of the equipment during the warranty period and in case of Comprehensive maintenance contract period for maintaining the equipment in good working condition for a period of at least 300 days out of a period of 365 days a year (i.e. 95% uptime) 24X7. The ten hours non-functioning of the equipment or any part thereof will be considered as one day down time. Total 3000 hours in a year will be considered as Uptime guarantee. Working time is 8.00 a.m. to 6.00 p.m. on week days and 8.00 a.m. to 4.00 p.m. for Saturdays. The equipment shall be fully functional as part of the uptime and if it is partly functional it shall be considered as downtime and deduction shall be made on Pro-rata basis i.e. if the equipment is 70% functional 30% downtime shall be applicable. The decision of the MPMCC/HBCH management or its representative in determining the % of the downtime shall be final and binding. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 95% guaranteed uptime i.e. all features as per specifications in purchase order should be functional for uptime. The supplier / agent shall be required to pay a penalty for every day 0.1% of the total cost of equipment per day per machine excluding 150 hours permissible downtime. This rate shall increase commensurate with the rate increase of CMC. If the number of days downtime in each period of 365 days is more than the downtime permissible (which is to be calculated as defined above), the delay for not bringing the equipment in functioning order in any way, directly or even partially will be attributable to the firm. The bidder should provide the details of preventive maintenance to be undertaken through the year. Preventive maintenance to be done on holidays only. Preventive maintenance and breakdown will not be clubbed. The quarterly CMC bills should be raised at the end and to be supported by preventive maintenance report / breakdown reports, downtime if any and duly signed by Head, user department and will be paid at the end of every quarter only.

- 3) **Right of Acceptance:** HBCH/MPMCC 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/MPMCC 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.
- 6) **Communication of Acceptance:** HBCH / MPMCC, 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.



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

11) **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.

12) **Right to call upon information regarding status of contract:**

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

13) **L1 will be decided items rate FOR HBCH/MPMCC, Varanasi.**

Rate wise comparison of the quotes will be made and L1 Grading will be done based on the cost per test (CPRT) accordingly. 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 / MPMCC, Varanasi shall be final.

14) **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. 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 submit following documents.**

- Three copies of Invoice.
- Packing list/delivery challan.
- Any other documents, if required.



**15) 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.
- HSN Code for relevant item should be clearly mentioned.

**16) Fall Clause:**

- a) Prices charged for supplies under 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 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 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 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'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.

**22. 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**



### 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>).

- i) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
- ii) The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/PSUs.
- 1) 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.
- 2) 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.
- 3) 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 apportion 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.
- 4) Within this 25% (Twenty Five Percent) 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:
  - a) In case of proprietary MSE, proprietor(s) shall be SC/ST;
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
  - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
- d. If sub contract is given to MSEs, it will be considered as procurement from MSEs.
- e. 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.
- f. 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:
- a) Special Vendor Development Programmes / Buyer Seller Meets would be conducted by Departments / CPSUs for SC / STs and Women.
  - b) 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
  - c) NSIC would open a special window for SCs/ STs under its Single Point Registration Scheme (SPRS).
  - d) 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.
- vii. 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.
- viii. 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.**

1. The Government of India has announced “Startup India’ Initiative for creating a conducive environment for Startups in India.
2. Ministry of Micro, Small & Medium Enterprises (MSMEs) vide Policy Circular No. 1(2)(1)/2016-MA dated 10<sup>th</sup> 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.
3. 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.
4. 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 20<sup>th</sup> 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
  - I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
  - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.



- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - 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:

- 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-

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - "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;
- 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;
  - 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;
  - 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;
  - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI For works contracts, including Turnkey contracts the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

- 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.
- 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.
- 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.
- 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;
  - a) **Hematopathology Department at Tel No: 0542 2225022-Ext 3330 for technical clarification.**
  - b) **Bio-Medical Engineer at Tel No: 0542-2517699- Ext 1217 for technical clarification.**
  - c) **Purchase Dept. at Tel No.: 0542-2517699- Ext 1131 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/RR/OT/82/KF

Sr. No.	Items Description	Total tentative requirement	Technical Specifications
1	Automated Nucleic Acid Extractor for DNA	01 No.	Annexure 'A1'
1.1	Reagents for Automated Machine for Nucleic Acid Extractor (DNA)	For 2 Years	
2	Automated Nucleic Acid Extractor for RNA	01 No.	
2.1	Reagents for Automated Machine for Nucleic Acid Extractor (RNA)	For 2 Years	

NOTE:

1. The above-mentioned quantities are tentative only; the supply orders of respective items will be given as per actual requirement of the hospital.
2. Delivery against the supply order of at the required location i.e. FOR: Destination i.e. HBCH, Varanasi should be made within 20 days of Order/s.
3. Submission of technical compliance sheet for offered item/s as per Annexure A1 for "AUTOMATED NUCLEIC ACID EXTRACTOR -2 nos. (One for DNA & one for RNA)" is mandatory for consideration & Technical evaluation of the offer.
4. A complete product catalogue, literature/publication/user information paper should be submitted in the Technical Bid along with the design, drawing etc. including the weight, volume and size of the equipment.
5. The bidder may separately quote and submit for other variants including those which are working in progress and likely to be marketed in the next couple of years, if they satisfy the requirement for the specified item / equipment.
6. The bidder will also have to certify that the equipment proposed to be supplied is not obsolete and that no new variants are likely to be marketed in the next 2 years. Vendor is responsible to maintain the equipment till the end of its life.

The bidder will be under obligation to provide training free of charge to the person/s deputed by the hospital for learning of operations and techniques and maintenance thereof in India or abroad as the case may be. The drawing schedule has to be specified in the technical bid.

7. Literature/Certificate containing the information of the life of the equipment should also be submitted. This criterion is very important and to be noted as a special condition for the tender acceptance
8. The replacement of defective parts during the warranty period shall be sole responsibility of the supplier and the Indian agent will be solely responsible for replacement at their cost including the down time liquidation damage, customs duty, if applicable etc. be noted as a special condition of the tender.
9. Replacement of 10% of spare parts in a period of first year will amount to the supply of defective equipment and the Principal Company / Indian agent shall be under obligation to replace the entire equipment at their cost.
10. The bidder will have to submit the certificate of Disclosure stating that the Model has been supplied to the users with their details i.e. Name, Address and Tel. No. & E-Mail.



ANNEXURE 'A1'

**Technical Specification of "Automated Nucleic Acid Extractor-2 nos. (one for DNA & one for RNA)" on Reagent Rental Basis for contract period of 02 years plus 03 year extendable (yearly basis subject to be satisfactory service) for Hematopathology Department at HBCH/MPMCC Varanasi**

**TATA MEMORIAL CENTRE  
 Homi Bhabha Cancer Hospital, Varanasi  
 ( Molecular Hematopathology)**

Sr No	Technical Specifications Of: Automated Machine for Nucleic Acid Extraction by Spin Column Technology or bead based chemistry or equivalent	Spin	Quantity : 2 nos
<b>Scope of supply</b>			
A)	Name of the Vendor :		
B)	Name of the Manufacturer :		
C)	Name of the Model:		
D)	Year of Introduction Internationally		
E)	Year of Introduction in India		
<b>Technical Specifications / Scope of Supply</b>			
<b>Quote for Reagent Rental Basis</b>			
1	<b>Automated DNA Extraction and Purification System, complete as per below mentioned configuration and specifications:</b>		
2	System should be manufactured with the latest state of the art technology and should be capable of extracting and purifying DNA, RNA, protein, viral nucleic acids on the same platform from various sample types like Human Whole blood, Buffy Coat, Serum, Plasma, Tissues, cells, dried blood spots etc. using <b>spin column technology or bead-based chemistry or equivalent.</b>		
3	Complete, ready to use system should be quoted and supplied, which should include all standard and essential accessories and attachments, necessary hardware and software platforms, Built-in touchscreen cum controller, startup kit, reagents and consumables, plasticware, etc.		
4	It should be a system with availability of specialized reagents and kits specially manufactured for extracting and purifying Genomic DNA, RNA, bacteria and viral nucleic acids on the same platform from various sample types		
5	<b>Construction</b>		
6	System should be a benchtop model, well protected and covered with the shield. Access to the workbench should be through a openable door.		
7	Equipment should have an on-board touch screen cum controller to control all the functions of the system.		
8	System should also have a facility to connect it to a network/LAN and external PC.		
9	specify whether option for barcode reader to identify specific labware, type of sample holder, etc. is available		
10	For safety and avoiding mistakes, Labware and accessories should fit onto the worktable only in the correct orientation. In addition, a fully automated load check should be present so that samples, reagents, and labware gets correctly loaded.		
11	<b>Performance:</b>		
12	Sample processing capacity: >20 samples simultaneously.		
13	Should have in-built UV sterilization		
14	<b>Software</b>		



15	On board/integrated software should be provided, which would do all functions like equipment initialization, setting up protocols, equipment programming, real time display of protocol progress, flashing system errors, keeping system logs, managing users, data import/export, etc.		
16	Should have predefined and preinstalled protocols for purification of RNA, genomic DNA, plasmid DNA, viral nucleic acids, and proteins, plus DNA and RNA cleanup.		
17	<b>Startup Kit and other accessories to be supplied :</b>		
18	Startup kit should be supplied which may include calibration standards, sufficient numbers of sample racks, tip racks, reagent tray, tips, set of reagent bottles etc. consumable and reagents, etc. needed for initial installation, commissioning, testing and calibration purpose.		
19	Any other essential accessories to run the machine		
20	Should have installation in > 500 bedded reputed hospitals in oncology setup.		
20	<b>Quote optionally for the following items:</b>		
*	IQ/OQ charges		
*	Calibration and validation charges.		
*	Necessary spares recommended to keep in stock		
*	Costs of various kits		
*	Any special accessory, attachment that may enhance performance of the equipment.		
21	<u>Input power supply requirements:</u> 240 V AC $\pm$ 10 %, 50 Hz, single phase		
22	Service support should be available in less than 24 hrs.		
22	Warranty: 2 years-on site		
23	Machine maintenance, calibration &/or validation and preventive maintenance will be taken care by the company for entire tenure of contract period (i.e during warranty and after warranty).		

- \* **Only Yes or No** should be mentioned in compliance report and additional information should be in remarks column.
- \* If any of the above conditions wherever applicable are not adhered to, TMC reserves right to reject the offer even after finalizing the contract.
- \* Please mention whether UPS/Stabilizer/R.O is required for the equipment. If so should be included
- \* TMC has the right to ask for the replacement of machine or reject the contract if more than 10 major breakdown will happen in the machine during first three months.
- \* Should provide all the related documents for the verification of compliance that will be filled in respect of quoted model (example Catalogue of mentioned model)

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**



**MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE  
& HOMI BHABHA CANCER HOSPITAL**  
महामना पंडित मदन मोहन मालवीय कैंसर सेंटर एवं होमी भाभा कैंसर अस्पताल  
(Units of TATA MEMORIAL CENTRE / टाटा स्मारक केंद्र की इकाईयां)  
DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA / परमाणु ऊर्जा विभाग, भारत सरकार  
VARANASI, UTTAR PRADESH - 221005 / वाराणसी, उत्तर प्रदेश - २२१००५



**ANNEXURE 'B'**

**Bid Security Declaration**  
**(On Letter Head of the Tenderer)**

Tender No. **HBCH/MPMMCC/RR/OT/82/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 No. **HBCH/MPMMCC/RR/OT/82/KF**

**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. 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'

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 MPMCC/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 'E'

TENDER No. HBCH/MPMMCC/RR/OT/82/KF.

(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)

- A. The tender shall be governed by the following terms and conditions:
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority 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: -
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - 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:
- 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-
    - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
    - "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;
  - 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;
  - 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;
  - 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;
  - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.



- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. 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.
- VII. 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.
- 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 order, registration shall not be a relevant consideration during contract execution.
- B. 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:-



**MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE  
& HOMI BHABHA CANCER HOSPITAL**  
महामना पंडित मदन मोहन मालवीय कैंसर सेंटर एवं होमी भाभा कैंसर अस्पताल  
(Units of TATA MEMORIAL CENTRE / टाटा स्मारक केंद्र की इकाईयां)  
DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA / परमाणु ऊर्जा विभाग, भारत सरकार  
VARANASI, UTTAR PRADESH - 221005 / वाराणसी, उत्तर प्रदेश - २२१००५



**ANNEXURE 'F'**

**TENDER No. HBCH/MPMMCC/RR/OT/82/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:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others :.....
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) 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**



**MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE  
& HOMI BHABHA CANCER HOSPITAL**  
महामना पंडित मदन मोहन मालवीय कैंसर सेंटर एवं होमी भाभा कैंसर अस्पताल  
(Units of TATA MEMORIAL CENTRE / टाटा स्मारक केंद्र की इकाईयां)  
DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA / परमाणु ऊर्जा विभाग, भारत सरकार  
VARANASI, UTTAR PRADESH - 221005 / वाराणसी, उत्तर प्रदेश - २२१००५



**ANNEXURE 'G'**

**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 'H'

(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'

**AUTHORIZATION LETTER**

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

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

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

The Indian agent M/s \_\_\_\_\_ has also been authorized to provide after sales services, supply spare parts and consumables on the authorized rates as indicated in the price list of the company. They have also been authorized to negotiated the rate for allowing special discount to the hospital.

**Signature**

**Date:**

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



**ANNEXURE – I**

**PART I – TECHNICAL BID**

**TENDER No. HBCH/MPMMCC/RR/OT/82/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	<b>Automated Nucleic Acid Extractor for DNA</b>	<b>01 No.</b>		
1.1	<b>Reagents for Automated Machine forNucleic Acid Extractor (DNA)</b>	<b>2 years</b>		
2	<b>Automated Nucleic Acid Extractor for RNA</b>	<b>01 No.</b>		
2.1	<b>Reagents for Automated Machine forNucleic Acid Extractor (RNA)</b>	<b>2 years</b>		

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 A1 for **AUTOMATED NUCLEIC ACID EXTRACTOR -2 nos (one for DNA & one for RNA)** 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.	Earnest Money deposit of <b>Rs 90,000.00</b> in form of DD/Bankers Cheque drawn in favor of “Mahamana Pandit Madanmohan Malaviya Cancer Centre”, payable at Varanasi OR submitted at MPMCC, cash counter.	Enclosed ..... Yes/No DD/Receipt No. ...., Date: ..... Bank Name: .....
2.	Bid Security Declaration (as per format at Annexure B)	Copy Enclosed ..... Yes/No
3.	Bidder Category i.e. Manufacture /Distributor /Dealer / Trader/Supplier <b>relevant document should be Submitted.</b>	..... Copy Enclosed ..... Yes/No
4.	Copy of PAN, duly signed & stamped.	i) PAN No..... ii) Copy of Certificate Enclosed ..... Yes/No
5.	Copy of GST Registration Certificate, duly signed & stamped, clearly mentioning the GSTIN number.	ii) 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 (Annexure-C)	Enclosed ..... Yes/No
10.	Mandatory Conditions to be satisfied by any bidder from a country which shares a landborder with India <b>in the format enclosed at Annexure E.</b>	Enclosed ..... Yes/No
11.	Make in India Status (Annexure H) if applicable	Enclosed ..... Yes/No
12.	MSME Status (Annexure F) if applicable	Enclosed ..... Yes/No
13.	Start-up India (Annexure G) if applicable	Enclosed ..... Yes/No
14.	Authorization Letter (Annexure I) if applicable	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

TENDER No HBCH/MPMMCC/RR/OT/82/KF

**(COMMERCIAL BID)**

The details of the price bid of the equipment should be quoted in part II of the tender in a separate sealed envelope

Name of the Vendor: \_\_\_\_\_

Name of Equipment: Automated Nucleic Acid Extractor- 2nos. (One for DNA & one for RNA) on Reagent Rental Basis

Model: \_\_\_\_\_

Make: \_\_\_\_\_

S. No.	Items Description /specification	Required Qty.	Unit Rate (Basic Price) (INR)	GST % & GST Value (INR)	TOTAL Unit Price (INR)
1	AUTOMATED NUCLEIC ACID EXTRACTOR (for DNA) on Reagent Rental basis (As per technical specifications at Annexure A1)	01 No.	XX	XX	XX
2	AUTOMATED NUCLEIC ACID EXTRACTOR (for RNA) on Reagent Rental basis (As per technical specifications at Annexure A1)	01 No.	XX	XX	XX

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

**For Reagent Rental:**

\* L1 Grading will be done based on the cost per test & CPRT

**List of consumables and reagents required:**

S. No.	Name of Reagents/ Consumables, etc.	Pack Size	Unit Rate (Rs.)	GST% & Amount (Rs.)	Test per pack	Cost per test	CPRT	MRP (Rs.) without GST

**Note:**

- A) The quoted rate should be for: Destination i.e. for supply of items up to Stores, HBCH/MPMMCC, Varanasi
- 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.
- D) The Price Bid shall contain price for supply at HBCH/MPMMCC, Varanasi 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).

Signature of the Bidder and Seal