



MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE

&

HOMI BHABHA CANCER HOSPITAL, VARANASI

(TATA MEMORIAL CENTRE)

Notice Inviting Tender

Tender invited for Supply of Drugs and Surgicals at MPMCC/HBCH, Varanasi.

Tender No.	: HBCH/MPMMCC/DISP/LP/Med & Surg/2025
EMD Amount	: ₹ 40,000/-
Date of Publication	: 14.02.2025
Date of Prebid meeting	: 27.02.2025 at 3:00 p.m.
Last Date of Submission	: 07.03.2025 till 1:00 p.m.
Opening of Technical Bid	: 07.03.2025 at 3:00 p.m.

**HOMI BHABHA CANCER HOSPITAL & MAHAMANA PANDIT MANDANMOHAN MALVIYA CANCER CENTRE
(TATA MEMORIAL CENTRE)**

(A grant-in-Aid Institute under the Department of Atomic Energy, Govt. of India)

HBCH: Old Loco Colony, Shivpurwa, Varanasi, Uttar Pradesh 221002 Ph. 0542 2225022, 2224922, Ext- 187 website: www.tmc.gov.in
MPMMCC: Sundar Bagiya, Near Nariya Gate, Banaras Hindu University Campus, Varanasi (U.P.) – 221005 Ph. 0542 2575035, 2575032,

Tender notice for supply of “DRUGS AND SURGICALS” at HBCH/MPMMCC, Varanasi

Last date of Submission: - 07.03.2025 till 13:00 hrs.

Tender Opening date: 07.03.2025 from 15:00 hrs.

TENDER No. - HBCH/MPMMCC/DISP/LP/Med & Surg/2025

Date: - 14.02.2025

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 **Drugs and Surgical**.
2. The said tender should be submitted in **two parts** i.e. ‘**Part I-Technical Bid**’ (as per the formats attaches as ‘**Annexure -I**’, ‘**Annexure- A, B, C & D**’ 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/DISP/LP/Med & Surg/2025**’ 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. 1136, 1142**” should reach Dispensary Purchase Department on or before 07.03.2025 **up to 13:00 Hrs.**
The Part I- Technical Bid shall be opened at 15:00 hrs. on the same day i.e., on 07.03.2025
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.
5. **No tender will be accepted unless the full amount of Earnest money deposit (2% of the total tender value) of Rs 40,000/- (Forty thousand rupees) paid. The earnest money deposit paid by Demand draft/Bankers’ cheque/Bank Guarantee drawn in favour of “Mahamana Pandit Madanmohan Malviya Cancer Centre” payable at “Varanasi” and to be submitted along with tender documents (Technical Bid Part – I) or the Cash may be submitted at Cash counter, MPMMCC, Varanasi and obtain receipt from cash counter. Original EMD receipt must be enclosed along with tender document (Technical Bid Part- I). The EMD receipt number/BG/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/BG No./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

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

6. **Bid Security Declaration:** The tenderer has to submit the “Bid Security Declaration” as per ANNEXURE ‘A’ attached in the tender document.
7. No tender will be accepted unless the Bid Security Declaration is enclosed along with **Part I- Technical Bid** of tender document.
8. **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. Valid drug license for retail /wholesale chemists as per Drugs & Cosmetics Act, Registration under department of food safety and drug administration, Government of Uttar Pradesh.
 - 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.

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- c) Bidder should be the Chemist/Pharmacy retailer/Wholesaler/ Online Pharmacy with valid license. Supporting documents for the applicable category required to be submitted.
- d) Tenderer must provide the copy of profit & loss A/c and Balance Sheet of the company of last (03) three financial years
- e) Income tax returns for last 3 years.
- f) The tender document must be accompanied by copy of PAN, ITR, Certificate of registration of firm/ company registration, GST registration Certificate.
- g) The supplier must have branch shop within 25 km radius from this hospital. The complete name, addresses, phone no, e-mail, Fax no, etc of the branch shop /must be enclosed
- 9 SECURITY DEPOSIT** • The selected bidder will be required to deposit Rs 60,000/- (**Sixty Thousand rupees only**) as a Security Deposit (3% of the total tender value) through a D.D in favour of **Mahamana Pandit Madanmohan Malviya Cancer Centre payable at “Varanasi”/Bank Guarantee/ Cash may be submitted at Cash counter, MPMMCC, Varanasi and obtain receipt from cash counter** • Security Deposit will only be discharged after satisfactory performance in all respect of the contract. No interest will be paid on the Security Deposit. • Security Deposit will be forfeited in cases of Unsatisfactory Performance • Security deposit should be taken back by bidder within 2(two) months from date of completion of contract • If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Director MPMMCC/HBCH, Varanasi shall be entitled to make other arrangements at the risk and expense of the contractor.
- 10 Scope of work:**
Scope of supply should include supply of Drugs and Surgical to Homi Bhabha Cancer Hospital and Mahamana Pandit Madan Mohan Malviya Cancer Centre, Varanasi against Local Purchase prescriptions for staff /Indents/POs. The drugs and surgical items which are not supplied by the Rate contract and Non rate contract vendors will also be procured through local purchase.
Note: The bulk order will be placed only at the time of emergency, not on a regular basis. The regular orders will be on a local purchase prescription (The drugs/Surgical which are not available at the hospital) basis for the staff and their dependents.
- 11 TERMINATION OF CONTRACT:** (i) In case of the unsatisfactory performance of the Empaneled Chemist, the Director MPMMCC/HBCH has right to terminate the contract by giving one-month notice. In such case the Security deposit will be forfeited. (ii) Either of the party can terminate the contract with 1-month notice without assigning any reason
- 12 VALIDITY OF CONTRACT**
The contract/tender if awarded shall be valid initially for one (01) Year in case of rate contracts(as the case may be) subject to continuous satisfactory performance and failure on this aspect by the contractor, the competent authority will reserve the right to terminate the contract .The period of the contract can be extended for further period of one year or the part thereof at the discretion of the competent authority on the same terms and conditions, while accepting the tender subject to the continuous satisfactory performance.
- 13 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/ instrument as specified in the purchase order.

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14 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.

- 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.
- 15** 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.
- 16** The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
- 17** 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.
- 18** 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.
- 19** If a firm quotes “NIL” charges / consideration, the bid shall be treated as unresponsive and will not be considered.

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SPECIAL TERMS & CONDITIONS OF THE TENDER

DISCOUNT CONDITIONS

- The acceptance of tender will be on the basis of discount offered by the bidder on the Maximum Retail Price (M.R.P.) of items which is printed on the packing/flaps/bottles. No additional payment (e.g. taxes, cess, duties, transportation charges etc.) over and above the discounted price will be admissible.
- Tampering on the printed MRP of the manufacturer, by the bidder / chemist by use of stickers or any other means will not be accepted and will be rejected, in addition to putting the bidder in administrative actions as deemed fit. The decision of the competent authority in this regard will be final and will be binding on the bidder.

COLLECTION OF PRESCRIPTION /INDENT/POs FOR SUPPLY

- The local purchase Prescriptions/Indents /Purchase Orders should be collected by the approved bidder or his authorized representative from pharmacy **Sales Counter** or through online mode on working days between Monday to Friday at 5 PM and on Saturday and Sunday at 2 PM.

DELIVERY TERMS

- Medicines needed on an Emergency/Urgent basis shall be supplied within 1 hour of the request for the same. On no account should there be a delay or refusal by the local chemist to supply the drugs ordered.
- **The Local Purchase Prescription/Indent /POs will be collected on Monday to Friday at 5 PM and on Saturday and Sunday at 2 PM. The delivery of the items is required to be supplied within the next day at 2 PM at the MPMMCC Pharmacy.**
- Bidder should furnish details of local address along with phone no/mobile no and valid e-mail ID and the shop should be preferably within 25 kms radius of this hospital for timely supply of emergency medicines.
- In case urgent need, Local chemists have to supply the drugs immediately to the hospital. (Availability of 24*7)
- On Sunday/Holidays, emergency orders may be placed

Returns and Rejected supply: Rejected supply will be returned by the hospital store to the supplier at their cost and risk within 7days from their receipt. If the medicines supplied are patient specific, and the said patient expires or an unavoidable circumstance, the said medicines shall be returned at your own risk. The drugs and surgical will be returned to the local chemist within seven days from the receipt of the drugs and surgical in certain circumstances like change in the treatment plan or due to any other suitable reasons.

Right of Acceptance:

The (purchaser) shall not accept the supply of damaged/ near expiry or expired items.

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SUPPLY OF MEDICINES

- The supplier will maintain sufficient stock of standard quality of medicines all the time to avoid inconvenience to the MPMMCC/HBCH beneficiaries.
- The supplier shall indicate batch number and name of manufacturer, date of manufacture, expiry date, and the quantity supplied against the order in indents at the time of supplying the drugs.
- The medicines/drugs to be supplied will be of standard quality. In case, it is found that any particular medicine's date has expired, or is substandard or spurious, the firm will be liable to be black listed for a period of 5 years from future participation in any TMC tender.
- The item will not be considered branded if other companies are providing the same drug in generic form or cheaper rates unless the hospital has placed demand for a particular brand.
- Items like Bandage, Gauze, Cotton, Disposable syringes and routine surgical & lab consumables will be treated as GENERIC. Under no circumstances the indented medicine would have to be substituted in case the Indent is of brand item otherwise the supply shall be treated as Generic Item.
- **Branded drugs:** are the drugs which are listed in leading pharmaceutical index books (like DRUG UPDATE, CIMS, DRUG TODAY etc.) or magazines. Otherwise, those drugs should be treated as GENERIC DRUGS.
***Anti-Cancer Drugs: These drugs should be either USP, BP or IP
- In case of failure or refusal by the supplier to supply the medicines to the hospital, the contract is liable to be cancelled at supplier's risk and cost. Any extra cost involved in arranging supplies from alternative source will be recovered from the original supplier.
- The chemist will be paid on M.R.P less discount (GST on packing and the delivery charges will be borne by the chemist) and no packing and delivery charges will be given.
- Tampering on the printed M.R.P. of the manufacturer by the local chemist by use of stickers or by any other means will not be accepted and will be rejected
- Medicines should be supplied on the next day by 2 p.m.
- On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.
- Life period: The life of goods supplied should not have crossed 1/6 th of its useful shelf life, before it is supplied to this hospital.

AVAILABILITY OF BIDDER-

- The bidder or his representative should be available / approachable for 24 hrs over phone for supply of drugs and dressings. In case of emergency requirement, if the order is placed for any item any time, the requisite item will have to be supplied immediately.

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- The contact telephone number and mobile number must be provided to the hospital authority for such purpose.

PRESENTATION OF BILLS:

The bill shall be printed and serially numbered Invoices /Credit bill with name & address of Chemist, valid Drug license no.: GST NO. Printed thereon. The bill shall show the summary of the total amount for each day for the net amount claimed. The bills will be submitted 10 days once. The purchaser reserves the right also to demand in any case, the original copies of the supplier's Invoices for the verification of the net trade price claimed by the contractor. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection/cancellation/delay in their processing of bills. Bills in which there is overwriting or erasing or use of white marker shall be rejected

PAYMENT: Payments of bills after submission in format and with all required documents will be done in 20 days from the date of presentation. However, no claim shall be made by the contractor/vendor against MPMMCC/HBCH in respect of interest or damage in case the pay money is delayed for any reason beyond the control of MPMMCC/HBCH. All Challan as well as the Bills are to be submitted strictly four copies along with the supply. Bill should be pre-receipted with application of revenue Stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection / cancellation / delay in processing of bills. All items / drugs / dressings should have adequate shelf life, when it is supplied to this hospital. Bidders are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.

PENALTY CLAUSE:

Recovery of sum due: Whenever any claim for the recovery arises against local chemist such recovery will be appropriated in part or whole from the subsequent bill payment or Security Deposit.

Risk Purchase (Items not available with chemist): In case of failure to supply all items as per Requisition/purchase order/specification/prescribed brand of item or failure to turn up to collect the orders from the hospital, it shall be treated as 'non-compliance' and 'breach of contract' and the order in part or full shall be arranged from alternative source(s) at the discretion of the competent authority and the difference in prices+ punitive charges of 5 % will be realized from the tenderer with whom contract is made by way of any of his subsequent/pending bills or security deposit

Late supply penalty:

In case the Empaneled Chemist fails to supply the ordered items in time and the Hospital/ Patient is forced to purchase the same from Local market, the difference in cost of such purchased item shall have to be borne by the Empaneled Chemist. Such difference of amount shall be deducted from any current or future bill of the Empaneled chemist.

Other Terms & Conditions:

- 1) **DISCOUNTS**– Prices quoted must be meaningful and measurable in the context. Discounts must be clearly shown in figures and words in Indian Percentage. Bidders should clearly specify whether discounts quoted are from MRP.
- 2) **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.

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- 3) **Validity of the bids:** The bids shall be valid for a period of **180 days** from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.
- 4) **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 and punitive charges of 5 % 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.
- 5) **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.
- 6) **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.
- 7) **Force Maieure:**
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 / MPMMCC, Varanasi party may, at least option to terminate the contract.
- 8) **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.
- 9) **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.
- 10) **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
- 11) **L1 will be decided items rate FOR HBCH & MPMMCC Varanasi**
The L1 will be decided on the basis of consolidated offer on all items mentioned from S No 1 to 3.

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Rate wise comparison of the quotes for all items will be made consolidate as per the weightage factor mentioned in the Price bid (Annexure II) and L1 will be determined accordingly. In this context, final decision of the committee will be binding to all and no claim in this regard can be entertained. Any decision in this regard by Director HBCH / MPMMCC, Varanasi shall be final.)

12) For payment supplier should submitted following documents.

- a) four copies of Invoice.
- b) Packing list/delivery challan.
- c) Any other documents, if required.

13) 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.

14) Fall Clause:

- a) Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
- b) If at any time during the period of 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.

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

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

17) 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.

18) 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.

19) 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.

20) Legal Jurisdiction:

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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.

Director

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. Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the item tendered.
7. The successor / heirs in office will be responsible for the liabilities created by the bidder in respect to the item / services offered by bidder.
8. The risk of loss in transit of the goods / services shall be the responsibility of the bidder.
9. 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.
10. The bidder will be responsible for safe transit of the goods under proper goods insurance coverage and under standard conditions.
11. 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.**
12. The bidder is 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.
13. 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.
14. The bidder or his authorized representative will be entitled to participate in the tender opening

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process to take note of the proceedings of disclosure.

15. The bidder may contact the following relating to any of the item published in Tender Notice;
 - a. **Dispensary Procurement cell at Tel No: 0542-2517699- Ext 1142, 1136 for any other clarification.**
16. **Any change in policy decision made by the HBCH/MPMMCC management before awarding the contract will be binding on the vendor.**
17. **Conditional & incomplete offers will not be accepted.**
18. 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:
seal**

Name of authorized person for bidder with

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Annexure – A

Bid Security Declaration
(On Letter Head of the Tenderer)

Tender No.

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:

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Annexure: B

TENDER ACCEPTANCE LETTER

Date:

To,
The Director,
MPMMCC,
Sunder Bagiya, Near Nariya Gate,
Varanasi - 221005

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: - Supply of Drugs & Surgical items

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 have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.tmc.gov.in 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 hereby certify that I have read the entire terms and conditions of the tender documents from Page No. 1 to 19 (including all documents like annexure(s), schedule(s), etc..), which form part of the contract agreement and I 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 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,

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Annexure: C

VENDOR CAPABILITY FORM (APPLICATION)

Ref: Tender No:

Date:

1 Name of the Item / Work	
2. Due Date of the submission of the tender.	
a. Receipt No. for EMD Amount and Date	
3. Name / Title of the Bidder	
b. Full Address (recent)	
	E-Mail (recent)
	Tel. No & Mobile No. (recent)
	Fax (recent)
4. 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)
5. 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
6. Main business of the bidder whether Manufacturer, Business Distributor, Wholesale Dealer, Retail trader or Service Agent	

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7. Authorized Area of operation in India	
08. Name of the Principal Organization / Company for and on behalf working in India	
09. Origin of the Principal Organization / Company	
10. Address of the Principal Organization / Company	
	Tel. No. & Mobile No.
	Fax
	E-Mail
11. Name & Address of the Bankers along with Bank Account No. and IFSC code of the bidders.	
12. Authority / Delegation / License No. & Date granted by the principal to the representative bidder	
13. PAN No.	
14. Registration No. granted by GST	
15. GST/CGST/SGST NO.	
16. HSN code of the product	
17. Import / Export Code No.	
License No. for import	
18. No. of manpower employed by the bidder	a. Scientific b. Technical
	c. Administrative d. Finance
19. Support facility instrumentNo.	

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20. 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	
21. Whether supply of any item / service to MPMCC/HBCH in past; if yes indicate the Purchase Order No. & Date	
22. 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

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Annexure D

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

1. Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
2. That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 5 years.
3. That the firm has deposited up to date GST and Income Tax. (Upload scan copy of clearance / Return certificate).
4. That the rates quoted by the firm are the lowest and not higher than the wholesale market rates /quoted in any other Institution or Hospitals for the quoted product of identical description (i.e . same nature, class, specifications, warranty, quantity and other commercial terms and conditions). Rates have been checked by me / us and if approved I shall supply that items in the specified period.

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Annexure – I

PART I – TECHNICAL BID

TENDER No.

S No	Particulars	Weightage factor	Item offered Yes /No
1	Generic Medicines	0.2	
2	Branded Medicines	0.7	
3	Surgical Consumables	0.1	

S NO	Compulsory Documents	Submitted Yes/No
1	Valid drug license for retail /wholesale chemists as per Drugs & Cosmetics Act,	
2	Registration under department of food safety and drug administration, Government of Uttar Pradesh.	
3	Pan Certificate/ Latest GST registration certificate/ Valid trade license certificate	
4	Income tax returns for last 3 years	
5	profit & loss A/c and Balance Sheet of the company of last (03) three financial year	
6	The supplier must have branch shop within 25 km radius from this hospital. The complete name, addresses, phone no, e-mail, Fax no etc of the branch shop /must be enclosed	

NOTE:

- The Technical Bid will be rejected if the requisite information/documents have not been furnished by the bidder as detailed above
- 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.
- The Bidder Should quote their offer for the all the items, otherwise the bidder will be disqualified.

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Please furnish the following details in the given proforma.

Sl. No.	Documents/Details	Compliance (Details & Yes/No)
1.	Earnest Money deposit (EMD) in form of DD/ Bankers Cheque/FDR drawn in favour of "Mahamana Pandit Madanmohan Malaviya Cancer Centre" payable at Varanasi OR submitted at MPMMCC Cash counter. OR EMD Exemption Certificate	Copy Enclosed Yes/No
2	Bid Security Declaration (as per format at Annexure A)	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.	i) PAN No..... ii) Copy of Certificate EnclosedYes/No
5	Copy of GST Registration Certificate, duly signed & stamped, clearly mentioning the GSTIN number.	i) Copy of Certificate EnclosedYes/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	Tender Acceptance Letter in the format enclosed at Annexure-B	Enclosed Yes/No
9.	Vendor Capability form (Annexure C)	Enclosed Yes/No
10.	Format of Notary Affidavit on Non- Judicial Stamp Paper of Rs.100/- (Annexure D)	Enclosed..... Yes/No
11.	Annexure I – Technical Bid	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

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Annexure -II

PART II (COMMERCIAL BID)

TENDER No.

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

Sr. No	Particulars	Weightage factor	% of discount quoted on MRP (Inc. of taxes). To be entered by the bidder. In figures
1	Generic Medicines	0.2	
2	Branded Medicines	0.7	
3	Surgical Consumables	0.1	

- A) The quoted rate should be **FOR: Destination i.e.** Homi Bhabha Cancer Hospital and Mahamana Pandit Madan Mohan Malviya Cancer Center, for the period of one year from the date of commencement of contract subject to extension of the contract for another one year.
- B) This is a fixed price tender. Any request for rate revision till currency of Contract shall not be considered.
- C) The bidder should quote their rates for all the items as mentioned from S No 1 to 3. Otherwise their bids are liable to be rejected.
- D) The currency of all quoted rates shall be in Indian Rupees. All payment shall be made in Indian Rupees.
- E) The acceptance of tender will be on the basis of discount offered by the bidder on the Maximum Retail Price (M.R.P.) of items which is printed on the packing/flaps/bottles. No additional payment (e.g. taxes, cess, duties, transportation charges etc) over and above the discounted price will be admissible.
- F) The LI will be decided on the basis of consolidated offer based on weightage factors mentioned in the abovementioned table on all items mentioned from S No 1 to 3.

Signature of the Bidder and Seal