

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Tender Document

Sr No.	Description
A	Notice Inviting Tender (NIT)
B	Instructions for Filling E-Tender
C	Instructions to Supplier
D	Vendor Capability Form
E	Technical Specifications
F	General and Special Conditions of the Tender
G	Format of Letter of authorization from the Original Equipment Manufacturer (OEM)
H	Undertaking for installation, commissioning and providing training to the nominated staff and replacement of spare parts / consumables and supply thereof during the warranty as well as maintenance contract period.
I	Disclosure of existing customers to whom supply of equipment / service made available in India.
J	Compliance required against O.M. dated 23.02.2023 issued by Ministry of finance w.r.t amendment of General Financial Rules.
K	Format of Notary Affidavit on Non-Judicial Stamp paper of Rs. 100.00
L	MSME Status
M	Startup Status
N	Make in India Status
O	Bank Details for Refund of EMD
P	Details to raise Purchase Order
Q	Terms for arriving lowest commercial bid
R	Instructions about filling the financial offer form (Part-II)

For TATA MEMORIAL HOSPITAL

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial No. A

Notice Inviting Tender (NIT)

The Director, Tata Memorial Centre, Dr. Ernest Borges Marg, Parel, Mumbai – 400012 invites tender in two parts from Original Equipment Manufacturers, (OEM) or Authorized Agent/Distributor for “Supply Installation, Commissioning & Maintenance of Medical equipment as per below mentioned details: -

Tender Number		TMH/ACT/2026-27/CPU/CP/0001
Tender Date		30.04.2026
Name of the Equipment and Qty		“Robotic Surgical System” Qty 01 No. for Operation Theatre Dept. ACTREC (Equipment’s for Women & Children & Hematolymphoid Unit)
Mode of Tendering		E-Tender Two- Part Global Tender
Tender Processing Fee		Nil.
EMD		Rs. 45,00,000/- (Rs. Forty Five Lacs Rupees only) (Under the Account no. 3568) to be submitted in the form of Account Payee Demand Draft, Insurance Surety Bonds, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial banks in favor of “Tata Memorial Centre” payable at Parel Mumbai – 400012 to be enclosed in a sealed envelope. OR Account Payee Demand Draft or Bankers Cheque to be deposited at Homi Bhabha Building Cash Counter, First Floor, TMH and receipt to be enclosed in a sealed envelope (refer NOTE below for details) Tenderer’s who are registered with NSIC/SSI/MSME are exempted from paying EMD provided they upload photocopy of registration certificate. If EMD is not submitted and registration certificate copy is not uploaded the tender/ bid shall be disqualified.
Tender Documents for download and view		On website https://eprocure.gov.in/eprocure/app . Information of said tender is also available on our website https://tmc.gov.in for viewing only.
Pre Bid Meeting		Pre-Bid Meeting will be held on 07.05.2026 at 11.30 a.m. at Digital Library Conference room, Main Building Ground Floor, TMH. Queries from vendors should reach Biomedical Engineering and Central Purchase Dept. before 2 working days from the date of pre-bid meeting. Please send your queries to the following email addresses.

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

		cpu@tmc.gov.in , ambresb@tmc.gov.in , padavemm@tmc.gov.in , biomedicalengg@tmc.gov.in
Due date and time of online submission of tender		On 01.06.2026 till 03.00 p.m.
Date of time of online opening of Technical Bid		On 02.06.2026 from 03.30 p.m. onwards
Tender Validity		2 years from the date of technical Bid opening
Delivery Site		Advanced Centre for Treatment, Research and Education in Cancer (ACTREC) Sector 22, Utsav Chowk - CISF Rd, Owe Camp, Kharghar, Panvel, Maharashtra 410210

The bidder may contact the following officials for any clarifications required:

1. For Tender Technical Specifications:-
Bio-Medical Engineering Tel No.: 022-24177000 Extn. 7237, 4287, 4288, 7317
2. For Commercial / Financial Terms
JCFA, TMC Tel No. 022-24177000 Extn. 4621
3. For e-Tender Procedure clarifications and other tender related queries:
Central Purchase Unit at Tel No. 022-24177000 Extn.7315, 7316, 4086

All above clarification if any, may be sent to email id: cpu@tmc.gov.in, ambresb@tmc.gov.in, padavemm@tmc.gov.in

TMC shall not be responsible in any manner for whatsoever reasons, for delayed upload of the tender/ late submission of the tender/ late submission of EMD.

For Tata Memorial Hospital

Serial No. B

Instructions for Filling E- Tender

1. Before filling up the e-tender, read all instructions, tender terms and conditions properly.

The contract of supply will be governed by these terms and conditions. Your digital signature will indicate that you have read and accepted all the conditions and undertake to abide by these conditions unless specifically denied/mentioned by you in your offer.

- 1.1. On behalf of Director, Tata Memorial Centre, Dr. Ernest Borges Road, Parel Mumbai-400012. (hereinafter referred to as the Purchaser) invites electronic tenders (e-tender) for the supply of item as set forth in the "Notice Inviting Tender" and "Item Details/Technical offer form" page and "Financial Rate Page screen/Financial offer form" is attached with each electronic tender. The contract, if placed, shall be governed by (i) the latest version of TMC Terms and Conditions of Contract, (ii) Instructions to tenderers for e-tenders (iii) General and special conditions which are available at the respective links on the e-procurement site <https://eprocure.gov.in/eprocure/app>.
- 1.2. It will be presumed that the firms who have submitted the e-bid along with EMD and have gone through all the terms and conditions of tender thoroughly and accept TMC conditions of contract, and there is no deviations in their quotations.
- 1.3. Technical offer form (Part I) inclusive of technical specifications/Scope of supply and compliance form (separately available on <https://eprocure.gov.in/eprocure/app> for view & online submission). **Tenderers/Bidders should not disclose price or any other charges in Part-I. Also no price or any other charges details shall be uploaded in Part-I**
- 1.4. No Financial Bid or any indication towards quoted prices should be included in Part-I offer.
- 1.5. Financial offer form (Part-II) (separately available on <https://eprocure.gov.in/eprocure/app> for view & online submission). **Financial offer shall be submitted only in online mode as per financial offer form (Part-II). Hard copy of Financial Offer shall not be considered.**
- 1.6. Manual offers shall NOT be accepted against E-Tenders, even if they are submitted on the Firm's letter head/any other form acquired or downloaded and submitted in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

2. E-Tender NIT documents must consist of:

- 2.1. Notice Inviting Tender (NIT)
- 2.2. Instructions for Filling E-Tender
- 2.3. Instructions to Supplier
- 2.4. Vendor Capability Form
- 2.5. Technical Specifications
- 2.6. General and Special Conditions of the Tender
- 2.7. Format of Letter of authorization from the **Original Equipment Manufacturer (OEM)**
- 2.8. **Undertaking** for installation, commissioning and providing training to the nominated staff and replacement of spare parts / consumables and supply thereof during the warranty as well as maintenance contract period.
- 2.9. Disclosure of existing customers to whom supply of equipment / service made available in India.
- 2.10 Compliance required against O.M. dated **23.02.2023** issued by Ministry of finance w.r.t amendment of General Financial Rules.
- 2.11 Format of Notary Affidavit on Non-Judicial Stamp paper of Rs. 100.00
- 2.12 MSME Status
- 2.13 Startup Status
- 2.14 Make in India Status

- 2.15 Bank Details for Refund of EMD
- 2.16 Terms for arriving lowest commercial bid
- 2.17. Instructions about filling the financial offer form (Part-II)

3. Filling of e-Tenders

- 3.1. Tender should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online.
- 3.2. Tenderer must fill-in the Technical offer form, financial offer form and attach scanned copy of duly filled documents as asked in the NIT.
- 3.3. All the mandatory fields of the Technical offer form and Financial offer form (i.e. Price Bid) including basic rate, all taxes and duties (including maximum percentage of GST (SGST / CGST / IGST) or any other taxes/duties which may become applicable during the currency of the contract, freight upto destination and any other charges have to be filled up by the vendor. The unit of rate shall be as indicated in the tender schedule and cannot be altered by the vendor. All inclusive rates shall be automatically calculated by the system and shown on the vendor before submission of offer.
- 3.4. Tenderer should show discount in the financial offer form (i.e. Price Bid) only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position i.e. rate quoted without any conditions attached (viz. Discount/Rebates having linkages to quantity, payment, inspection agency, destination, delivery place etc.) will only be considered for evaluation purpose. In other words, discounted rates linked to quantities, prompt payment etc. will be ignored for determining inter-se position. Purchaser, however reserves the right to use the discounted rate/rates considered workable and appropriate, for counter offer to the successful tenderers.
- 3.5. Tenders should show discount in % in the discount column and conditional discount will not be considered.
- 3.6. Tenderer should accept all TMC conditions of contract. Any condition not in conformity with TMC conditions of contract shall not be accepted and will be rejected.
- 3.7. Delivery is required to be made to the Stores Department, as mentioned in NIT (Instructions to supplier) after due Security check. Any deviation from the same may be considered as commercially unresponsive and the offer will be rejected.
- 3.8. Manufacturer's name and address and Brand of the stores offered must be stated. Otherwise offers are liable to be rejected.
- 3.9. Financial bid to be submitted ONLINE ONLY and hard copy are NOT to be submitted.

4. Assistance to Bidders:

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender on following email ids:- cpu@tmc.gov.in, ambresb@tmc.gov.in, padavemm@tmc.gov.in,
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- iii. Guidelines for hassle free Bid Submission are available at https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf **for submission of bid.**
- iv. The Tenderers are required to quote in the same rate units (Numbers /Kgs./Sets /Mtrs /Boxes etc) as given in the tender schedule. Any deviation in this aspect will make the offer to be summarily ignored.
- v. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk
 - l. Help Desk Number
 - 1) 0120-4001 002
 - 2) 0120-4001 005

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

- 3) 0120-6277 787
ii. Email Support:
1) Technical - support-eproc@nic.in
2) Policy Related - cphp-doe@nic.in

It is the vendor's responsibility to submit all relevant and applicable documents as the case may be. The offer shall be technically evaluated only if all the relevant and applicable documents are uploaded, failing which TMC reserves the right to reject the offer.

5. Filling the compliance form:

Vendor is advised to complete the "Compliance column" mentioned in the Technical Offer Form. Compliance column may be filled with relevant data, figures, range etc. as applicable in 'remark' column instead of just mentioning "YES / NO / Complied"

6. Tender/Bid Submission

- 6.1. E-tender with the relevant documents must be uploaded and digitally signed with the digital signature of the preauthorized personnel of the tenderer already registered with the <https://eprocure.gov.in/eprocure/app>. **Digital signature used must be Class III with obtained from G.O.I. Approved Certifying Authority.**
- 6.2. Bid received only in the form of electronic mode available on the web site <https://eprocure.gov.in/eprocure/app> will be considered.
- 6.3. The e-procurement system does not permit submission of any offer after the closing date and time of that e-tender. Hence there is no scope of any Late/delayed offers in the online bidding process.

7. Tender Opening

- 7.1. Electronic mode (e-tenders) will be opened only after stipulated closing date and time of the tender as shown on the <https://eprocure.gov.in/eprocure/app> website.
- 7.2. Vendor shall not be required to be present at TMH office for any e-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on the <https://eprocure.gov.in/eprocure/app> website after tender opening.
- 7.3. Date and Time of Opening Part II of the bid (financial bid) shall be intimated to the technically shortlisted vendor
- 7.4. All the participating vendors who have submitted valid electronic offers (e-tenders) can view their own offer details as well as the tender tabulation statement by clicking status button.
- 7.5. **TMC does not guarantee opening of the tenders immediately after the closing date and time due to reasons beyond its control and hence tenders may also be opened after the due date and time. It will however be ensured that no offers are submitted after tender closing date and time vendors cannot submit/modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual date and time.**
- 7.6. **Director, TMC** reserves the right to cancel, reduce or divide the contract on more than one source without assigning any reason for such action.

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

8. ELIGIBILITY OF THE TENDER DOCUMENTS

Tender may be declared as 'Unresponsive / not eligible' under following conditions:

1. Tenders submitted/uploaded after due date and time.
2. The tender validity is shorter than the required period as asked in the tender.
3. Required EMD has not been submitted.
4. The tenderer has quoted for goods without a valid certificate of authorization.
5. The tenderer has not agreed to give the required security deposit/performance bond as asked in the terms.
6. Against a schedule in the list of requirements, the tenderer has not quoted for the entire scope as specified in the schedule.
7. The tenderer has not agreed to special conditions of the tender.
8. Tenders with conditional offers.
9. The tenderer who has furnished incomplete, incorrect or misleading information.
10. At the time of opening of technical bid Part-I, if a tenderer has included price or any other charges in Part-I or has failed to upload Part-II separately.
11. The tenderer not fully complying with the warranty, AMC/CMC and Buyback (if any) clauses as per tender terms

Serial # C

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. TMC 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 TMC.
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. As per Rule 149(vii) of GFR, 2017 the reasonableness of the price should be ascertained. The vendor must submit purchase order of the similar equipment / services provided to any Government/ Non-Government organizations.
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 23.02.2023 issued by MoF w.r.t amendment of GFR.

A. Model Clauses for Tenders.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same 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 (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or jointventure falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. 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—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "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;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. 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. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been 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.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"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.]"

Model additional certificate by Bidder in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

17. The bidder will be responsible for all the consequences legal or administrative with regard to the persons involved in erection, installation, commissioning & maintenance for compensation in case of any damage occurred to them while execution of the work.
18. The bidder will be under obligation to intimate to institute in advance about the assistance to be extended by the institute without involvement of expenditure or at the cost of the bidder in connection with the process of erection installation and commissioning.
19. The bidder is responsible for installation and commissioning of the equipment without damaging infrastructural image/face of our building/installation site. Temporary destruction and re-construction of existing structure in connection with the site preparation and installation of the equipment will be the vendor's responsibility. Charges/expenses involved for the same shall be borne by the supplier. If any damage takes place while the work is in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work, the bidder shall make good the same at his own cost.
20. **The bidder should obtain clearance from structural consultant before starting the work (wherever applicable).**
21. The installation certificate will have to be issued by the team of the experts and it should be countersigned by the user or **Authorized person** and the date on which such certificate is countersigned 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. & the EMD receipt number and date**. (Not applicable in case of e-tender)
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. (Not applicable in case of e-tender)

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

- 26. Any change in policy decision made by the TMC management before awarding the Contract will be binding on the vendor.**
- 27. Conditional & incomplete offers will not be accepted.**
28. The Director, TMH / TMC 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. In such case of cancellation, the bidder will be refunded with the earnest money deposit without any payment of interest on production of original EMD receipt. The Director, TMC 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

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # D

**TATA MEMORIAL HOSPITAL
TATA MEMORIAL CENTRE
PAREL, MUMBAI 400 012**

VENDOR CAPABILITY FORM

Ref: Tender No:

Date:

1. Name of the Item / Work	
2. Due Date of the submission of the tender / Bid	
3. EMD Receipt No., Date & Amount	
4. Name / Title of the Bidder	
5. Full Address (Recent)	
a. Tel. No & Mobile No. (Recent)	
b. Fax (Recent)	
c. E-Mail (Recent)	
6. Name of the person authorized to deal / undertake business for and on behalf of the bidder	
d. Tel. No & Mobile No. (Recent)	
e. Fax (Recent)	
f. 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	

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

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	
a. Contact Person Name:	
b. Designation:	
c. Tel. No. & Mobile No.:	
d. Fax:	
e. E-Mail:	
13. Bank Details (Attached Cancelled Cheque):	
a. Bank Name, Branch & Address	
b. Bank Account No.	
c. IFSC Code	
d. MICR Code of the Bank	
e. Account Type	
14. Authority / Delegation / License No. & Date granted by the principal to the representative bidder	

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

15. PAN No.	
16. Registration No. granted by Central Excise Commissioner for Service tax	
17. GST No.	
18. HSN & SAC 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 TMC in past; if yes indicate the Purchase Order No. & Date	
24. Any other relevant information for submission	

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

I, certify that the above information is correct & true to the best of my knowledge and belief. Nothing has been concealed and fabricated and in case any information is found incorrect then I, the under signatory will be personally responsible.

Signature

Date:

Name of authorized person for bidder with seal

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # E

**Technical Specification of “Robotic Surgical System” Qty 01 No. for Operation Theatre Dept.
ACTREC are attached separately.**

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # F

**TATA MEMORIAL HOSPITAL
TATA MEMORIAL CENTRE
DR ERNEST BORGES MARG
PAREL, MUMBAI 400 012**

GENERAL & SPECIAL CONDITIONS OF THE TENDER

1. The technically suitable offers shall be shortlisted and the commercial bid will be opened of such technically successful bidders only.
2. The concept of lowest commercial offer will be accepted subject to techno suitability
3. The successful bidder will have to enter into an Agreement for the contract of supply, installation, commissioning and maintenance of the equipment including the supply and availability of the spare parts.
4. The bidder will also be under obligation to submit the technical specifications & Compliance of the specified item not only in the form of hard copy but also on CD detailing on the left side components and their technical specifications in the prescribed format. (not applicable in case of e-tender)
5. A complete product catalogue, literature/publication/user information paper should be submitted/uploaded in the Technical Bid along with the design, drawing etc. including the weight, volume and size of the 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.
7. The bidder will have to submit/upload 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.
8. 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.
9. Compliance of National standards of the country of origin of the manufacturer should be certified by the bidder.
10. Literature/Certificate containing the information of the life of the equipment should also be submitted/uploaded. This criteria is very important and to be noted as a special condition for the tender acceptance.
11. 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.
12. **In case of supply of defective equipment, the Principal Company/ Indian agent shall be under obligation to replace the entire equipment at their cost.**

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

13. The Indian agent / supplier shall be under obligation to ensure that the delivery of the item / equipment shall be treated as completed only on installation of the equipment on site/place decided by the hospital and commissioning is done at the entire satisfaction of the authorized officer / user scientist. In case the equipment or the item is to be shifted from the place on which it was off-loaded to the site of installation & commissioning, it shall be the responsibility of the agency and no cost in this regard shall be payable by the hospital.
14. The principal supplier or their Indian agent shall be responsible for making the consumable / spares available throughout the life of the equipment at the prescribed discounted rate as may be mutually agreed by the user and denial or non-supply of required consumable / spares shall render the Indian agent liable for liquidated damages under the contract.
15. Technical strength of the bidder for providing supply, installation and commissioning and maintenance thereafter will be the one of the most important criteria for technical suitability.
16. The bidder has been authorized to inspect the site for installation of the equipment without payment of visiting fees to the Institute before submitting its tender, if found necessary, with prior permission. Bidder must be willing to demonstrate equipment functioning to the users at the bidders cost.
17. The compliance report shall be properly filled up and duly signed. In the absence of compliance report tender will be disqualified and is liable to be reject.
18. **Complete and detailed information should be provided in respect of each point specified in the technical specifications. Technical bids that are not complying the tendered technical specifications in any respect are liable to be rejected.**
19. Each and every page of the technical offer as well as the commercial offer to be uploaded separately should be signed and sealed. No overwriting is permissible and such document having correction is liable to be rejected.
20. If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator which shall be mutually appointed by both the parties. Award given by such sole arbitrator shall be final and binding on both the parties. The arbitration shall take place in Mumbai and language used shall be English. The Arbitration and Conciliation Act, 1996 and the Rules framed there under shall apply.
21. The Indian supplier on behalf of its Principal supplier / manufacturer of foreign origin shall be under obligation to inform the user from time to time about the innovations / changes made by the manufacturing company in the technique or the program of software to be used in the equipment by way of advancement and will be free to suggest for adoption of the changes at the lowest expenditure as may be acceptable to the users.
22. The damages if occurred to the item / equipment during transit up to its installation and commissioning shall be taken care by the supplier / Indian agent either himself or through second party obligation by way of goods insurance to be arranged with a reputed goods insurance company preferably Indian company. In case an insurance policy taken from insurance company of foreign origin that shall be the responsibility of the supplier / agent and no obligation will be there on the part of the purchaser and every step whatever is required to be taken shall be initiated and taken by the agent. The vendor has to arrange **Insurance till installation and commissioning of the equipment.**
23. **Forfeiture of the EMD:** If for any reason whatsoever any bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of intent /work Order, Purchase order, refuses to execute the work order/ Purchase order or furnish the Security deposit and Performance Guarantee for

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

faithful Performance of the contract within the stipulated time, the amount of EMD is liable to be forfeited by TMC.

24. 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.

Refund of E.M.D.:

a) EMD of the successful tenderer shall be refunded after the security deposit as called for the contract is furnished.

b) EMD furnished by all unsuccessful tenderers will be returned as early as possible after the expiry date of validity of their offer but not later than 30 days of award of the contract.

The vendor who is registered with MSME/SSI/NSIC is exempted from payment of EMD. The vendor should enclose the photo copy of MSME/ SSI /NSIC certificate.

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

Part I Technical Bid

26. The bid should also include the following:
- a. PAN No., Income Tax details, GST No.,
 - b. Profit & Loss a/c & Balance Sheet of the company for 03 years.
 - c. Income Tax Return of the firm for 3 years
 - d. Certificate of Incorporation / shop and Establishment License / Deed of partnership / any Registration Certificate.
 - e. Complete Literature of the Product offered.
 - f. Latest Letter of Authority from the manufacturer if the supplier is dealer or agent of the firm.
 - g. Vendor Capability Form duly filled in.
 - h. Declaration from foreign agency whether they have a Permanent Establishment or dependent agent in India or not. (If applicable)
 - i. TRC (Tax Residential Certificate) of foreign party (Principals) (If applicable)
 - j. Certificate of country of origin of the goods and services offered, to be confirmed by a certificate of origin at the time of shipment.
 - k. Certification regarding Make in India (MII) as per OM dated **P-45021/2/2017-PP (B.E-II) dated 15/06/2017, as amended from time to time and as applicable on the date submission of tender.**
 - l. Technical Compliance Sheet. (Vendors are advised to complete the "Compliance column" mentioned in the Technical Offer Form. Compliance column may be filled with relevant data, figures, range etc. as applicable in 'remark' column instead of just mentioning "YES / NO / Complied"
 - m. Notary Affidavit on non-Judicial Stamp paper of Rs. 100.00 (Format enclosed at Serial # K)
 - n. Bank Details for refund of EMD. (Format enclosed at Serial # O)
 - o. Details required to raise Purchase Order. (Format enclosed at Serial # P)
 - p. Undertaking for installation, commissioning and providing training to the nominated staff and replacement of spare parts / consumables and supply thereof during the warranty as well as maintenance contract period. (Format enclosed at Serial # H)
 - q. Disclosure of existing customers to whom supply of equipment / service made available in India. (Format enclosed at Serial # I)
 - r. MSME/NSIC Registration Certificate (Format enclosed at Serial # L)
 - s. Undertaking Regarding Startup status (Format enclosed at Serial # M)

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

- t. Compliance required against O.M. dated **23/02/2023** issued by Ministry of finance w.r.t amendment of General Financial Rules. (Format enclosed at Serial # J)
- u. Notice Inviting Tender (NIT) should be duly signed and stamped by the vendor.

27. Qualifying Requirements exemption

1. All micro and small enterprises (MSEs) falling within the definition as per MSMED Act are exempted from meeting the qualification criteria in respect of Prior Experience, Prior Turnover, subject to meeting of quality and technical specifications.
2. All Startups (Whether MSEs or otherwise) falling within the definition as per Gazette notification GSR 501 (E), date 23-05-2017 are exempted from meeting the qualification criteria in respect of Prior Experience - Prior Turnover, subject to their meeting of quality and technical specifications. However, the bidder is required to upload the "Certificate of Recognition" issued by Department of Industrial Policy and Promotion.
3. The " Public Procurement (Preference to Make in India) order 2017" issued by Department of Industrial Policy and Promotion (now Department for Promotion of Industry and Internal Trade, DPIIT), Ministry of Commerce and Industry, Government of India vide No- P-45021/2/2017-PP (B.E-II) dated 15/06/2017, as amended from time to time and as applicable on the date submission of tender, herein after referred as PPP-MII Order 2017" is applicable for participation in this tender. Accordingly, only those bidders eligible as per "PPP-MII Order 2017" shall be considered for this tender. The bidders are required to upload relevant documents as per the "PPP- MII Order 2017 " along with their bid to avail benefits of this Order.

28. PURCHASE PREFERENCE POLICIES OF THE GOVERNMENT

TMC reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies /Directives:

1. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017 "(MII) of Department for Promotion of Industry and Internal Trade, (DPIIT- Public Procurement Section) as revised from time to time.
2. Bidders from Micro and /or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
3. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F. 20/2/2014-PPD dated 25.07.2016 and subsequent clarifications from time to time; and /or
4. Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the Tender.

29. Public Procurement (Preference to Make in India), Order 2017- Revision; regarding.

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

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

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

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

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

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. **Definitions:** For the purposes of this Order:

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

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

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

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

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

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

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

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

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

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not Covered by sub para 3(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

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

3A. Purchase Preference

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

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

- I. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- II. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

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

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

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' / 'Class-II local supplier' respectively

5. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

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

7. Verification of local content:

a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

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

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

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

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

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

- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
- ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

8. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting

suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

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

30. Public Procurement Policy for Micro and Small Enterprises (MSEs)

- i) 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>).
 - ii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
 - iii) 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 a portion of requirement by bringing

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

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 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.
- iv. If sub contract is given to MSEs, it will be considered as procurement from MSEs.
- v. 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.
- vi. 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.

31. 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 10th March, 2016 has clarified that all Central Ministries/Departments/Central Public Sector Undertakings (CPUs) may relax condition of prior turnover and prior experience with respect of Micro and Small Enterprises (MSEs) in all public procurements subject to meeting of quality and technical specifications.
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 20th September 2016.

PART II COMMERCIAL BID

32. **In the price bid tenderers should ensure to quote the prices in the prescribed form. If a firm quotes "Nil" charges / consideration, the bid shall be treated as unresponsive and will not be considered. (As per Rule 173 (i) (h) of General Financial Rules 2017).**

33. **Mode of Payment:**

a) Terms of payment for offer in INR: In respect of plant, machinery and equipment 80% payment against delivery at purchase's site and preliminary inspection and balance 20% after erection, commissioning and final acceptance and submission of 5% Performance Bank guarantee for a warranty period plus three months from date of installation.

b) Terms of payment for offer in foreign currency: Unconfirmed irrevocable letter of credit for 100% payment. All bank charges within India to buyer's account and Outside India it will be on the sellers account. 90% payment will be released through Letter of Credit on receipt of all required original documents. Balance 10% payment will be released on i) successful installation and commissioning ii) acceptance and certification by the user dept. and iii) submission of 5% performance bank guarantee in INR for warranty period plus three months from date of installation. (In Case of Global Tender)

Performance Bank Guarantee: Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial bank.

34. **Warranty: Warranty and post warranty AMC / CMC.**

- a) Vendors are required to provide warranty as mentioned in the technical specifications (technical offer Part-I). Initiation of warranty shall begin from the date of successful installation and commissioning of the equipment.
- b) Warranty period and terms of warranty including accessories, details of preventive / periodic maintenance, frequency and task description must be specified.
- c) Vendor should offer AMC / CMC as asked in the technical specifications (technical offer Part-I)
- d) Tenderer should clearly indicate compliance to these terms technical specifications (technical offer Part-I). Tenders not confirming to this clause are liable to be rejected

35. **Penalty Clause:**

The supplier and / or its Indian agent will be required to maintain the equipment and all its bought-out items (including software updates and various licenses) used for the functionality of the system in good working condition during the warranty/ CMC period with 95% uptime guarantee. Equipment shall be fully functional to be considered as the uptime. In case of partial functionality, the proportion of functionality shall be determined and downtime shall be adjusted by such proportion (i.e. if the equipment is 70% functional, 30% downtime shall be applicable). In cases where it is not possible to definitely determine the proportion of functionality, the downtime shall be considered as 100%. The decision of the TMC management or its representative in determining the % of the downtime shall be final and binding. Essential period to shut down the equipment entirely or partially during warranty/CMC period shall also be included in the downtime while calculating the guaranteed uptime i.e. all features as per specifications in purchase order should be functional for uptime. The penalty applicable for downtime shall be calculated on an hourly basis and will be at the rate of 0.004% per hour (0.1% per day) of the total cost of the equipment (excluding works), during and up to the period of warranty/ CMC. There shall be a permissible down time of 360 hours per year, beyond which the down time penalty will be applicable. However, in case of the downtime exceeding seven days (i.e. 168 hrs) at a stretch, the downtime beyond these 168 hours will be considered for calculation of downtime penalty. The levy of this penalty shall be at the discretion of director TMC irrespective of the overall up time of the equipment throughout the period of the warranty or CMC. This clause is to ensure maximum uninterrupted service to patients and hence Director, TMC's decision in enforcing / invoking this clause will be final and binding for all. For CMC, W.O. issued by TMC shall be final as per D.A.E. Norms. TMC & its units shall not sign separate legal contract as per vendor's format.

36. **Spares parts:**

The supplier/Indian agent will be under obligation to provide the price list of all the spare parts required to be replaced after warranty period and should clarify that the rates indicated in the price list shall be applicable for the period of 1 year after the warranty period 2 years.

37. **Consumables:**

- a. **Consumables as may be required for installation, commissioning, start up and trial runs shall be supplied by the supplier with the equipment without any extra charges.**
- b. **The price list of such consumables which shall be required for running of the equipment thereafter shall be submitted with validity for the period of 2 years warranty.**

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

c. Consumables not covered under CMC shall be listed separately and price in INR or foreign currency shall be indicated during the period of 2 years warranty.

38. Liquidated damages:

While granting extension of the delivery period, where the delivery of stores or any installment thereof is accepted after expiry of the original delivery period, the CA may recover from the contractor, as agreed, the LD a sum equivalent to 0.5 (half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (ten) per cent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract.

39. Extension: Tender may be extended for a period of maximum 5 years depending upon performance of the tenderers and mutually agreed terms and conditions

40. The amount / % rate of taxes as may be levied should be indicated separately in the commercial offer.

41. The term "without charges or free of cost" will imply as providing goods or services to the purchaser at no extra charges/cost including tax liability thereon and that the tax exemption will not be provided.

42. The bidders having their warehouses/service center and facilitation center nearby will be desirable and advantageous for attending the calls to reduce the down-time.

43. Network (**if any**) – The requirement of network facility is different for every equipment. Please attach the separate annexure as per the requirement of installation site and vendors to visit the site before submission of tender documents. We need open network facility that has free talk with all available machines.

44. **Please quote all the models including state of the art. Bidder not quoting their high-end model shall be rejected.**

45. **Bidders are advised to upload price bid available on <https://eprocure.gov.in/eproc>**

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

47. Director, TMC reserves the right to accept the any option that is either outright purchase or reagent rental.

48. Conditional & incomplete offers will not be accepted.

49. Offers with conditions / ambiguity shall be liable to be rejected.

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

51. Tenderers having a services center locally will be preferred.

52. **The tenderer /contractor/company should furnish along with tender an affidavit duly notarized on Non judicial stamp paper of Rs.100/- affirming as under:**

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

1. Confirming that no case pending against the Proprietor/Partners/Directors of the Tenderer as the case may be and that no time they have been convicted of an offence by any court of law or regulatory authority under the prevention of corruption Act, 1988 or the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to Public Health as part of execution of a Public Procurement Contract.
2. That the Tenderer has not been debarred/blacklisted/penalized by any Court of law/Public or Private Hospital or State Government/Union Territory/Government of India/Government Organization /Government Health Institution during any of the last three years.
3. Undertake to disclose the details of the Court case, if any pending against Proprietor/Partners/Director, TMC reserves the right to reject the tender without assigning any reason thereof. If the Tenderer fails to submit such information and during the tenure of contract if such information reveals, that shall invite legal action and black-listing as well.
4. That the firm has deposited up to date GST and Income Tax. (Upload scan copy of clearance / Return certificate).
5. 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. Rates have been checked by me / us and if approved I shall supply that item in the specified period.

N.B. The affidavit must be as per the details mentioned above. Any change in the text matter is not accepted and TMH reserves the right to reject such offers.

53. Tenders / offers with conditions like discount / rebate / waiving off some charges etc. Subject to some condition will not be considered.
54. Item / Equipment quoted should not be a second hand/refurbished/on verge of obsolescence / outdated model. Similarly, after award of contract, the item supplied should be a newly manufactured item and not the old item already manufactured and stocked for more than 1 month.
55. Tenderer/bidder should clearly mention about compliance of the warranty and AMC/ CMC terms in the technical bid (Part-I) as specified in the technical offer form Part -I. Bids not fully complying with the warranty and AMC/ CMC terms are liable to be disqualified.
56. After opening of the technical bid (Part-I), Physical demonstration of the quoted model may have to be shown / arranged by the bidder, if requested by the Institute. Physical demonstration may be shown at one of the end user's site/ principal company's application lab/manufacturing site located in Mumbai/Navi Mumbai/Thane cities. If there are no installations of the quoted model in Mumbai/Navi Mumbai/Thane cities, then the quoted model may have to be brought in at TMC for demo purpose within 15 days from the date of request. Physical Demonstration may be requested to confirm the availability of any or all technical features as mentioned/stated in the technical bid. Physical Demonstration will also be a part of technical evaluation process. If the bidder does not comply, such bids are liable to be rejected. (Demonstration of quoted model is to be shown and not the demonstration of similar models with different technical specifications and features).
57. Unpacking and shifting the consignment to the installation site is to be included in the scope of supply. Bidder should take responsibility to lift/shift the consignment from the unloading site to the installation site. Additional manpower if needed for shifting/lifting etc., bidder has to arrange for the same at no cost to TMC. To get an idea about unloading site and proposed installation site, bidder may visit the site before submitting the tender.

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

58. **As per para 7.5.3 of Manual of Procurement of Goods: Variation of Quantities at the time of Award**

At the time of awarding the contract, the quantity to be procured must be re-judged based on the current data, since the ground situation may have very well changed. The tendered quantity can be increased or decreased by 25% (twenty-five) per cent for ordering, if so warranted.

59. **Force Majeure Conditions:**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

I certify that I have gone through the above stated general as well as special terms and conditions of the tender and taken note of them for compliance in Toto.

Signature

Date:

Name of authorized person for bidder with seal

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # G

Letter of Authority Valid from The Principal to the Indian agent duly signed, executed and stamped.

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 operations in India.

It is also certified that our representation and operations in India is done & executed by
M/s. _____ which is an organization constituted under the
provisions of _____ and having their registered office at
_____ who has been fully authorized by us to act as 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 for the period of the currency of warranty and **thereafter Comprehensive Maintenance
Contract period.** They have also been authorized to negotiate the rate for allowing special discount to the
hospital.

Signature

Date:

Name of authorized person for bidder with seal

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # H

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

UNDERTAKING

To,
The Director,

1. I, the under signatory hereby undertake to supply, install and erect, testing & commissioning and maintenance of the equipment namely _____ for _____ and on behalf of bidder on agreed terms and conditions as have been stipulated and mentioned in the Purchase order on acceptance of my offer for the above equipment / item.
2. I, the undersigned also hereby undertake to ensure and promise to provide the spare parts within reasonable time for operation of the aforesaid equipment without any charge during the warranty period of two year and thereafter I will make available all the spare parts and consumables during the period of **Comprehensive Maintenance Contract** at least for the period of 8 years from the date of completion of the warranty period. TMC shall not be liable for any additional financial implication towards spare parts and consumables during the period of Comprehensive Maintenance Contract, except the agreed upon CMC charges.
3. Further also, I undertake to assure and promise to provide technical operational training to the scientific and technical staff members of the user Institute without any charge after commissioning of the equipment and condition thereof. In case training experts are not available in India the necessary operational training not exceeding to one week shall be arranged by the manufacturing company of the equipment in the manufacturing / assembling unit of the equipment in the foreign country of origin.

Signature

Date:

Name of authorized person for bidder with seal

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # I

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

Schedule of disclosure of existing customers to whom supply of similar equipment / service made available in India

CERTIFICATE

This is to certify that M/s. _____ having manufacturing factory / unit at _____ and having registered office at _____ is a company registered and incorporated company under the Law of the land of _____, is our principal company manufacturing the equipment namely _____. The said equipment has been supplied, installed and successfully commissioned with the users as are listed with their addresses in annexure hereto.

This is also to certify that we have not supplied above named equipment of identical description (i.e. same nature, class, specifications, warranty, quantity and other commercial terms and conditions) to any of the users in India at the cost less than the price quoted by us to Director, TMH / Director, TMC within the period of last six months.

Signature

Date:

Name of authorized person for bidder with seal

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # J

Format of Compliance required against O.M. dated 23.02.2023 issued by Ministry of finance w.r.t amendment of General Financial Rules.

(To be printed & executed on Letter head of the bidder and also required details to be filled like Tender No, Offer No and if applicable, evidence of valid registration by the Competent Authority shall be attached)

To,
The Director,
Tata Memorial Centre
Parel, Mumbai 400012.

Sub: Compliance against OM No.F. 7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance with respect to **Amendment to Rule 144 (xi) of the General financial Rules (GFRs), 2017 and Order No.F. 7/10/2021-PPD (1) dated 23/02/2023 issued by Ministry of Finance with respect to Restrictions under Rule 144(xi) of General Financial Rules (GFRs), 2017**

Ref:

1. OM No. F. 7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance with respect to **Amendment to Rule 144(xi) of the General financial Rules (GFRs), 2017.**
2. **Order No.F. 7/10/2021-PPD (1) dated 23.02.2023** with respect to Restrictions under Rule 144(xi) of General Financial Rules (GFRs), 2017
3. Your Tender No-.....
4. Our Offer Ref No-----

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been 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.]"

Signature

Name of authorized person for bidder with seal

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # K

Tender No.:

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

1. Confirming that no case pending against the Proprietor/Partners/Directors of the Tenderer as the case may be and that no time they have been convicted of an offence by any court of law or regulatory authority under the prevention of corruption Act, 1988 or the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to Public Health as part of execution of a Public Procurement Contract.
2. That the Tenderer has not been debarred/blacklisted/penalized by any Court of law/Public or Private Hospital or State Government/Union Territory/Government of India/Government Organization /Government Health Institution during any of the last three years.
3. Undertake to disclose the details of the Court case, if any pending against Proprietor/Partners/Director, TMC reserves the right to reject the tender without assigning any reason thereof. If the Tenderer fails to submit such information and during the tenure of contract if such information reveals, that shall invite legal action and black-listing as well.
4. That the firm has deposited up to date GST and Income Tax. (Upload scan copy of clearance / Return certificate).
5. 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. Rates have been checked by me / us and if approved I shall supply that items in the specified period.

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # L

(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:

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

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # M

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

Start-up Status

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.

Signature

Name of authorized person for bidder with seal

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # N

(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

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # O

BANK DETAILS FOR REFUND OF EMD

(Details to be filled by participant vendor)

***It is mandatory to fill following details for refund of EMD**

Name of Account holder :
Bank name and Branch :
Account Number :
IFSC code :
PAN Card Number :
Contact Person's Name :
Contact Person's Number :
Email address :

(Name, Signature and Company Seal)

Place:

Date:

(Please enclose copy of cancelled cheque)

***Kindly contact Purchase Dept. in case of any change in above Bank Detail**

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # P

Details Required to Raise Purchase Order

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

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

Signature

Date:

Name of authorized person for bidder with seal

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # Q

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

Name of the equipment: "Robotic Surgical System" Qty 01 No. for Operation Theatre Dept.
ACTREC

Total Cost for a period of 10 years.

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

1. **The total cost of equipment shall be calculated as under (As per Financial BOQ):**

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

- L1 will be based on Total cost of the entire system (Qty1 No) including accessories and other support equipment at landing cost at the respective centers i.e. Equipment cost, applicable taxes and duties, transportation, insurance charges, installation charges and testing and commissioning along with 2 years warranty cost + CMC cost of the entire system for 8 years post warranty.

In Case of Foreign Offer, To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable, to Indian Rupees as follow:

- i. Exchange rate will be taken at the prevailing rate of Custom Exchange Import Rate on the date of opening of financial bids.
- ii. Custom Duty and Allied Charges will be taken at the rate of 30%

Bid Currencies:

- a. The bidder supplying indigenous goods or already imported goods shall quote in only Indian Rupees (INR)
- b. For Imported goods, if supplied directly from abroad, prices shall be quoted in any freely convertible currency viz US Dollars (USD) or Euros (EUR) or Pound Sterling (GBP) or Yen (JPY). Exchange rate for conversion will be taken at the prevailing rate of Custom Exchange Import Rate of the date of opening of financial bids
- c. It is mandatory to quote "CMC" and "Turnkey cost" (If any) in Indian Rupees (INR) Only.

Custom Clearance:

For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The successful bidder is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of successful bidder. The supplier undertakes to fully cooperate to avoid any fine, demurrage or other charges and shall indemnify Consignee's i.e. TMH as the case may be, in case of any such failure. Transportation and Insurance of goods up to Consignee's Site and its successful installation and commissioning demonstration

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

(and training, if required) is also the responsibility of the successful bidder. All charges/ expenses incurred in this process will be borne by the successful bidder.

- **a. Custom Duty: The Purchaser will pay the Custom Duty wherever applicable. However, the custom duty, as applicable and paid will be reimbursed, at actual, on production of all relevant documents.**
 - **b. Import Licenses: The successful bidder or his Manufacturer shall arrange for all required import licenses under the prevailing laws of the land and competent to undertake import and export process of goods and services. Example: CDSCO Import License for Medical Devices In India.**

 - **Total cost shall mean and include all taxes, duties and levies by Government for qty. 1 No.**
2. If 2 years warranty, CMC per annum for 8 years after warranty and turnkey cost (If any) are not mentioned, then offer will be disqualified.
 3. Prices / discounts offered by the vendors must be unconditional and without ambiguity.
 4. Vendor must provide the detailed bifurcation of the quoted cost mentioned in financial BOQ.

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

6. TMC reserves the right to purchase all OR any of the quantities tendered.
7. Conditional & incomplete offers will not be accepted.
8. Rules and regulations of TMC will be the part of contract.

TATA MEMORIAL CENTRE
TATA MEMORIAL HOSPITAL
DR. ERNEST BORGES MARG PAREL,
MUMBAI 400 012 Tel: 022-24177000 Extn. 7315, 7316, 4086 Email: cpu@tmc.gov.in,
ambresb@tmc.gov.in, padavemm@tmc.gov.in

Serial # R

Instruction about filling commercial bid offer form (Part-II)

INSTRUCTIONS ABOUT FILLING THE FINANCIAL OFFER FORM (PART II)

1. Financial offer form (Part-II) (separately available on <https://eprocure.gov.in/eprocure/app>. for view & online submission). Financial offer shall be submitted only in online mode as per financial offer form (Part-II)
 2. The detailed price of the equipment and optional items should be quoted in Financial offer Part -II of the tender. L1 bidder has to submit detailed bifurcation of the cost.
 3. Format of the financial offer form (in EXCEL FORMAT) is provided on the CPPP Portal. Bidders are required to fill in the relevant information as per instructions given in the financial offer form.
 4. **In the price bid/financial offer form, tenderer/bidder should ensure to quote the prices in the prescribed format. In the price bid, only figures should be typed without using any separators, commas, other signs, letters, etc.**
 5. **If a tenderer/bidder states /quotes wording such as 'N.A'. Or '—' or 'N/A' or 'Not Applicable' or "Nil" charges etc. in price bid, then the bid shall be treated as unresponsive and will not be considered. (As per Rule 173 (i) (h) of General Financial Rules 2017).**
-