



TATA MEMORIAL CENTRE  
**ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC)**  
(A Grant-in-Aid institute under the Department of Atomic Energy, Govt. of India)  
Plot No-1 & 2, Sector 22 Kharghar, Navi Mumbai-410 210

## Notice inviting e –TENDER (NIT)

Director, Advanced Centre for Treatment Research & Education in Cancer (ACTREC), Tata Memorial Centre, Plot No-1 & 2, Sector 22, Kharghar, New Mumbai 410210, invites e-Tender in Single-part for the supply, installation and testing of the item/ equipment as per below mentioned details: -

<b>Tender Number</b>	<b>ACTREC/PUR/2023-2024/E-TENDER/32</b>
<b>Tender Date</b>	<b>08.08.2023</b>
<b>Name of the Item/Equipment</b>	<b>LED LIGHTING FIXTURES – Qty-20 Nos.</b>
<b>Mode of Tendering</b>	<b>E-tender, Single-Part</b>
<b>Tender Processing Fee to be paid</b>	<b>NIL.</b>
<b>EMD</b>	<p style="text-align: center;"><b>Rs.4000/-</b></p> <p>to be submitted in the form of:</p> <p>Demand Draft in favour of “Director, ACTREC” payable at Kharghar, Navi Mumbai – 410210 to be enclosed in a sealed envelope.</p> <p>OR</p> <p>Demand draft to be deposited at Cash Counter, Gr. Floor, Paymaster Shodhika Building, ACTREC 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</p>
<b>Dates of availability of Tender Documents for view and download</b>	<p style="text-align: center;">On 08/08/2023 from 14.00 hrs to 30/08/2023 upto 15.00 hrs</p> <p>on website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>Information of said tender is also available on website <a href="http://www.actrec.gov.in">www.actrec.gov.in</a> for view only.</p>



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Pre Bid Meeting	NIL
Due date and time of closing of online submission of tenders and submission of hard copies:	On 30/08/2023 – till 13.00 hrs.
Date and time of online opening of Technical Bid.	On 31/08/2023 from 15:00 hrs. onwards
Date of opening of Financial Bids of qualified bidders	Will be notified at a later date on the website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . website.
DELIVERY	Within 6 weeks from the date of Purchase Order

**NOTE:**

In addition to the uploading of all necessary documents on <https://eprocure.gov.in/eprocure/app>, tenderers/bidders are requested to submit hard copies of technical literatures, brochures and other such documents which are difficult to upload on the website due to large file size in following manner:

- 1<sup>st</sup> sealed envelope containing Technical literature, brochure, other relevant technical documents difficult to upload.
- 2<sup>nd</sup> sealed envelope containing above sealed envelopes.

All sealed envelopes should be super scribed with tender number, name of the item/equipment, due date of the tender. Properly sealed envelopes should reach at "Engineering Services Office, Room number KS 203, 2nd floor, Khanolkar Shodhika, ACTREC, Plot No- 1 & 2, Sector 22, Near Gurudawara, Kharghar, Navi Mumbai 410210 on or before the due date and time for closing the tender as mentioned above. Submission of only the hard copies; but not uploading the e-tender bid documents online on <https://eprocure.gov.in/eprocure/app> website on or before the due date and time shall disqualify the tender/bid. Similarly, uploading the e-tender bid documents online on <https://eprocure.gov.in/eprocure/app> website on or before the due date and time; but failing to submit EMD on or before the due date and time shall disqualify the tender.

**Following documents are attached herewith as a part of NIT:**

ANNEXURES	TITLES
A	Instructions for filling E-Tenders
B	Eligibility criteria for the tenderer/Bidder
C	Eligibility of the tender documents
D	General Terms and conditions of the tender
E	Special conditions of the tender
F	Instructions about filling the Financial Offer form (I)
G	Format of Vendor capability proforma to be duly filled, signed, stamped and to be uploaded with the technical bid Part-I
H	Technical offer form specifications (separate excel file attached)
I	Financial Offer –BOQ (separate excel file attached)
J	Format of NEFT/RTGS details to be duly filled, signed, stamped and to be uploaded with the technical bid
K	Format of Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- to be duly filled, signed, stamped and to be uploaded with the technical bid Part-I



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<b>L</b>	Format for 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, to be duly filled, signed, stamped and to be uploaded with the technical bid
<b>M</b>	Format of Disclosure of existing customers to whom the supply of item/equipment / service was made available in India to be duly filled, signed, stamped and to be uploaded with the technical bid
<b>N</b>	Compliance required against OM dated 23.02.2023 issued by Ministry of Finance w.r.t amendment of General Financial Rules
<b>O</b>	MSME Status
<b>P</b>	Start-up Status
<b>Q</b>	Make in India Status
<b>R</b>	Declaration
<b>Separately available on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. for view &amp; online filing</b>	Technical offer form inclusive of Technical specifications/Scope of supply and compliance form (Annex-H)
	Financial offer form– Price Bid (Annex-I)

Tenderers/Bidders are requested to read carefully all above mentioned documents (Annex. A to R and Technical offer form & financial offer form) prior to submission of the e-tender. Information is asked to be filled in various formats should be properly filled and uploaded along with the tender/bid.

**The bidder may contact the following officials for any clarification required:**

- A. For Tender Technical Specifications: -
  - a. Mr.Vilas Khair, ACTREC. At Tel No.: 022-27405000 Extn-5111 / 022-68735000 –Extn-5111
- B. For Commercial / Financial Terms
  - a. Deputy Controller of Accounts at Tel No.: 022-27405021/ 022-68735021
- C. For e-Tender Procedure clarification and other tender related queries:
  - a. OIC, Engineering Services at Tel No.: 022-27405067 /022-68735067

All above clarification if any may be sent to email id:- [hkelkar@actrec.gov.in](mailto:hkelkar@actrec.gov.in), [engg.purchase@actrec.gov.in](mailto:engg.purchase@actrec.gov.in)

**ACTREC 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.**

OIC, Engg. Services  
**For ACTREC**



## INSTRUCTIONS FOR FILLING E-TENDERS

**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 be indicative 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, ACTREC, TATA MEMORIAL CENTRE, Plot No-1&2, Sector 22 Kharghar, Navi Mumbai Mumbai-410210 (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-ACTREC Terms and Conditions of Contract, (ii) Instructions to tenderer's for e-tenders (iii) General and special conditions which are available at the respective links on the TMC-ACTREC e-procurement site [www.actrec.gov.in](http://www.actrec.gov.in) and <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.

**2. E-Tender NIT documents consist of :**

- 2.1. Eligibility criteria for the tenderer/Bidder
- 2.2. Eligibility for acceptance of the tender documents
- 2.3. General Terms and conditions of the tender
- 2.4. Special conditions of the tender
- 2.5. Technical offer form inclusive of Technical specifications/Scope of supply and compliance form (separately available on <https://eprocure.gov.in/eprocure/app> for view & online submission).
- 2.6. Instructions about filling the Financial Offer form.
- 2.7. Financial offer form (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. Hard copy of Financial Offer shall not be considered.**
- 2.8. Format of Vendor capability proforma to be duly filled, signed, stamped and to be uploaded with the technical bid
- 2.9. Format of NEFT/RTGS details to be duly filled, signed, stamped and to be uploaded with the technical bid
- 2.10. Format of Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- to be duly filled, signed, stamped and to be uploaded with the technical bid
- 2.11. Format for 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, to be duly filled, signed, stamped and to be uploaded with the technical bid
- 2.12. Format of Disclosure of existing customers to whom the supply of item/ equipment / service was made available in India to be duly filled, signed, stamped and to be uploaded with the technical bid
- 2.13. Format of Compliance required against OM dated 23.07.2020 issued by Ministry of Finance w.r.t amendment of General Financial Rules
- 2.14. 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.

**3. Filling of e-Tenders**

- 3.1. Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online.
- 3.2. Tenderers 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 up to 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. Tenderers 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-ACTREC conditions of contract. Any condition not in conformity with TMC-ACTREC conditions of contract shall not be accepted and will be rejected.
- 3.7. Delivery is required to be made to the Stores Department, ACTREC 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. Offers should be valid for 180 days after closing date of tender. Any offer having lesser validity shall be deemed as commercially unresponsive and will be liable to be ignored.
- 3.10. E-Tender form is not transferable.
- 3.11. Tenderers must enrol with <https://eprocure.gov.in/eprocure/app> website for submitting the bid. Enrollment details are available on

#### **4. INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING**

##### **GUIDELINES FOR E-TENDERING:-Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

##### **1. REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> ) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.



- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that he do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

## **2. SEARCHING FOR TENDER DOCUMENTS**

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 1) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **3. PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "MySpace" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **4. SUBMISSION OF BIDS**

- 1) Bids shall be submitted online only at CPPP website : <https://eprocure.gov.in/eprocure/app>
- 2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 6) The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.





- 7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the SKY BLUE coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 8) Financial bid to be submitted ONLINE ONLY and hard copy are **NOT** to be submitted.
- 9) Tenderers are advised to upload their documents well in advance, to avoid last minutes' rush on the server or complications in uploading. ACTREC/TMC, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- 10) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 11) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 12) Hard copy of Technical Bid is to be submitted and endorsed at security main gate before last date of submission and must be signed with stamp/seal on all pages.
- 13) It may please be noted that both hard copy and soft copy of technical bid are required i.e uploaded version in CPPP website and Hard copy submission before due date and time. If agency unable to do so will be disqualified.
- 14) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 15) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 16) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 17) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 18) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.

## **5. 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:- [hkelkar@actrec.gov.in](mailto:hkelkar@actrec.gov.in), [engg.purchase@actrec.gov.in](mailto:engg.purchase@actrec.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](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



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Plot No-1 & 2, Sector 22 Kharghar, Navi Mumbai-410 210

**vi. Help Desk Number**

- 1) 0120-4001 002
- 2) 0120-4001 005
- 3) 0120-6277 787

**vii. EMail Support:**

- 1) Technical - support-eproc@nic.in
- 2) Policy Related - cppp-doe@nic.in

**5. Documents/Scanned copies in PDF format to be uploaded along with e-tender**

- 5.1. Technical bid in PDF format
- 5.2. Relevant technical literature, product brochure, catalogues etc.
- 5.3. NSIC/SSI/MSME registration certificate copy, if applicable.
- 5.4. Vendor capability proforma duly filled, signed and stamped as per format attached
- 5.5. NEFT/RTGS details Proforma as per format attached
- 5.6. Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- as per format attached
- 5.7. Format for 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, as per format attached
- 5.8. Format of Disclosure of existing customers to whom the supply of item/equipment / service was made available in India as per format attached
- 5.9. Name and address of all Partners/ Director of the firm on Company letter head.
- 5.10. GST / Registration Certificate copy.
- 5.11. Copy of the Factories Act Registration or Shops and Establishments Act Registration or Small-Scale Industries registration as applicable.
- 5.12. Last 3 years Income Tax Return duly acknowledged
- 5.13. Balance Sheet and Profit & Loss Account of the firm for the last three years duly certified by Chartered Accountant.
- 5.14. Copy of GMP license under schedule M , if applicable
- 5.15. Compliance against OM dtd. 23/07/2020 issued by Ministry of Finance w.r.t. amendment of General Financial Rules.

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-ACTREC reserves the right to reject the offer.

**6. Filling the compliance form:**

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 instead of just mentioning "YES / NO / Complied"

**7. Tender/Bid Submission**

- 7.1. 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.**
- 7.2. Tenderers may refer for NIT as soon as it is available in [www.actrec.gov.in](http://www.actrec.gov.in) website and <https://eprocure.gov.in/eprocure/app> website and upload their offer well in advance without waiting for closing date and time to avoid last minute hassles in their own computer system or communication line. ACTREC, Tata Memorial Centre is not responsible for non-participation of vendors due to any technical problems on the day of tender closing time.
- 7.3. Bids received only in the form of electronic mode available on the web site <https://eprocure.gov.in/eprocure/app> will be considered.
- 7.4. 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.





**8. Tender Opening**

- 8.1. 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.
- 8.2. Vendor shall not be required to be present at ACTREC 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.
  - 8.2.1. Date and Time of Opening of the bid (financial bid) shall be intimated to the technically shortlisted vendor through corrigendum via <https://eprocure.gov.in/eprocure/app> website.
- 8.3. 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.
- 8.4. **TMC-ACTREC 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 alternation, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual date and time.**
- 8.5. Officer authorized on behalf of the Director, TMC/ ACTREC does not bind himself/ herself to accept the lowest or any other offer and reserves the right to cancel, reduce or divide the contract on more than one source without assigning any reason for such action



## **ELIGIBILITY CRITERIA FOR THE TENDERER/BIDDER**

Tenderers/Bidders confirming the following criteria will be eligible to participate in the e-tender (Single Bid)

1. The tenderer/Bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
  2. The tenderer/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.
  3. The tenderer/Bidder should have necessary license under the prevailing laws of the land and competent to undertake import and export process of goods and services.
  4. The tenderer/Bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN and TAN Number.
  5. The tenderer/Bidder should not have been blacklisted /debarred from participating in the tender, either in government departments or in public sector undertaking
  6. The tenderer/bidder should either be a manufacturer, or, 100% subsidiary of a foreign manufacturer in India, or, sole authorized distributor of the manufacturer, or, one of the direct authorized distributors of the manufacturer.
  7. Providing 'GST Registration No.' in the vendor capability form is must for tenderer / bidder.
  8. Eligibility criteria as per OM No.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(GFR), 2017 (Copy uploaded separately)
- 8.1 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.
- 8.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 8.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
- 8.3.1 An entity incorporated, established or registered in such a country; or
  - 8.3.2 A subsidiary of an entity incorporated, established or registered in such a country; or
  - 8.3.3 An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - 8.3.4 An entity whose beneficial owner is situated in such a country; or
  - 8.3.5 An Indian (or other) agent of such an entity; or
  - 8.3.6 A natural person who is a citizen of such a country; or
  - 8.3.7 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 8.4 The beneficial owner for the purpose of (iii) above will be as under:



- 8.4.1. 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-**

8.4.1.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;

8.4.1.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;

- 8.4.2 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;
- 8.4.3 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;
- 8.4.4 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;
- 8.4.5 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.
- 8.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 8.6 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- 8.7 If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution
- 8.8 Applicable, if scope of requirement includes Turnkey: 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.

**NOTE:**

**Bids of tenderers/bidders not confirming to any of the above mentioned criteria are liable to be rejected.**



## **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 not agreed to give the required security deposit/performance bond as asked in the terms.
5. Against a schedule in the list of requirement, the tenderer has not quoted for the entire scope as specified in the schedule.
6. The tenderer has not agreed to special conditions of the tender.
7. Tenders with conditional offers.
8. The tenderer who has furnished incomplete, incorrect or misleading information.
9. The tenderer not fully complying with the warranty and AMC/CMC clauses as per tender terms.



## **GENERAL TERMS AND CONDITIONS OF THE TENDER**

1. The tenderer/bidder should furnish complete 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-ACTREC 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-ACTREC.
2. The successor / heirs in office will be responsible for the liabilities created by the tenderer / bidder in respect to the item / services offered by tenderer/bidder
3. The tenderer/bidder will be under obligation to upload the technical specifications & Compliance of the specified item as asked in the tender documents
4. A complete product catalogue, literature/publication/user information paper should be uploaded / submitted along with the Technical Bid along with the design, drawing etc. including the weight, volume and size of the item/ equipment.
5. The tenderer/bidder may separately quote and submit for other variants including those which are working in progress and likely to be marketed in the next couple of years, if they satisfy the tender specifications/requirement for the specified item / equipment.
6. The tenderer/bidder will also have to certify that the item/equipment proposed to be supplied is not obsolete and that no new variants are likely to be marketed in the next 2 years.
7. The tenderer/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.
8. Compliance of National standards of the country of origin of the manufacturer should be certified by the tenderer/bidder.
9. The risk of loss in transit of the goods / services shall be the responsibility of the tenderer/bidder.
10. The tenderer/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 tenderer/bidder will be responsible for abiding the international laws including rules relating to package etc. applicable to the item / services offered by the tenderer/bidder.
12. The tenderer/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 tenderer/bidder will be responsible for safe transit of the goods under proper goods insurance coverage and under standard conditions.
14. The tenderer/bidder 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. Turnkey – Turnkey Site preparation requirements (wherever applicable) will be discussed after finalizing equipment with the vendor. Vendor to inspect the site before submitting the offer. Vendor to specify the scope considered. Scope should be supported with architectural interior and services drawings.
16. The tenderer/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 item/equipment. In normal course the letter of intent will include the costs of the item/ equipment and its installation.
17. The tenderer/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 tenderer/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 tenderer/bidder is responsible for installation and commissioning of the item/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 item/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 tenderer/bidder shall make good the same at his own cost.
20. The tenderer/bidder should obtain clearance from structural consultant before starting the work (wherever applicable).
21. The installation certificate will have to be issued by the team of the experts and it should be countersigned by the user or Authorized person and the date on which such certificate is counter signed by will be the date from which period of warranty commence.
22. The successful tenderer/bidder will have to enter into an Agreement for the contract of supply, installation, commissioning and maintenance of the item/ equipment including the supply and availability of the spare parts.
23. Performance Bank Guarantee: Within 15 days from the date of issue of Purchase Order, successful tenderer/bidder shall submit the Performance Guarantee for an amount of Three (3) per cent of the Purchase Order value a by way of submission of Bank Guarantee and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
24. 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 item/equipment on site/place decided by ACTREC 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 ACTREC.
25. The principal supplier or their Indian agent shall be responsible for making the consumable / spares available throughout the life of the item /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.
26. 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.
27. If the tenderer/bidder is not capable of quoting particular item/ items, tenderer/bidder should clearly mention in the Technical bid in the compliance report.
28. The tenderer/bidder has been authorized to inspect the site for installation of the item/equipment without payment of visiting fees to the Institute before submitting its tender, if found necessary, with prior permission.
29. If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitration which shall be appointed by the Director, ACTREC and in case such person is not acceptable to the supplier, Director-TMC shall be the final and sole arbitrator who shall undertake the exercise of arbitration to resolve the dispute and such award as may be given by Director-TMC shall be final and binding on both the parties.
30. 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.
31. 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 item/ equipment.
32. Those tenderer/bidder 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.



33. The tenderer/bidder having their warehouses/service center and facilitation center in the city of Navi-Mumbai / Mumbai will be desirable and advantageous for attending the calls to reduce the down-time
34. Forfeiture of EMD: If for any reason whatsoever any bidder withdraws his bid at any time prior to expiry of the validity period or or amends the submitted bid or impairs or derogates from the bid in any respect within the period of validity of the bid or if it comes to notice that the information/documents furnished in the bid is/ are incorrect, false, misleading or forged; without prejudice to other rights of TMC or after issue of the letter of Intent/Contract, Purchase Order, refuses to execute the Purchase Order or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited
35. Arbitration: If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator, to be appointed by the Director, ACTREC and the contractor/vendor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of TMC. In case such person is not acceptable to the Contractor/Vendor, Director, ACTREC shall be the final and sole arbitrator and award given by him shall be final and binding on the parties.
36. Governing Law: The Law in force in India, from time to time shall only have application, and the courts in Mumbai shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract
37. Scope of supply should include supply of items/ equipment against purchase order/s as per technical specifications quantity, delivery place (FOR: Destination i.e. TMC-ACTREC, Kharghar, Navi Mumbai & delivery schedule indicated in the respective purchase order & provide warranty of 3 years)
38. The contract entrusted to the successful companies will be subject to "Force Majeure" clause as per section 56 of the Indian Contract ACT
39. The company must clearly understand that the contract is liable to be terminated in the following circumstances without giving any notice and at no cost to TMC:
  - Failure to supply goods for more than one month after the due date of supply.
  - Failure to abide by the rules, terms and conditions of the contract.
  - Termination of agency agreement between the vendor and his principals.
  - Information obtained from other sources regarding prosecution under any of the tax laws or the FDA Act.
40. Insolvency etc.: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, TMC-ACTREC shall have the power to terminate the contract without any prior notice.
41. Repeat Order: The Hospital has right to place Order with mutual acceptance contractor/supplier for an additional quantity equal to 100% of the original Order with the successful bidders at same rates, terms & conditions within a period of 01 Year from the date of Order or during the currency of the Order
42. Saving Clause: No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.
43. Any change in policy decision made by the TMC management before awarding the Contract will be binding on the vendor
44. In case of supply of defective item/equipment the Principal Company/ Indian agent shall be under obligation to replace the entire equipment at their cost.
45. The Director, ACTREC reserves the right of cancellation, adding, reducing or deferring the purchase without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. The Director, ACTREC, on enquiry, will disclose the reasons for rejecting a tender or non-issuing a tender document.



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**Annexure E**

**SPECIAL CONDITIONS OF THE TENDER**

1. 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.
2. Technical strength, expertise in after sales service and application support of the tenderer/bidder will be the one of the most important criteria for technical suitability.
3. Tenderer/bidder should clearly mention about compliance of the warranty and AMC terms in the technical bid as specified in the technical offer form. Bids not fully complying with the warranty and AMC terms are liable to be disqualified.
4. After opening of the Technical bid, 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/Principle 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 ACTREC 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).
5. Compliance column should be filled with relevant data, figures, range etc. as applicable. Do not just mention "YES / NO / Complied. Provide relevant supportive information, publications, catalogue, etc.
6. Tenderer/bidder are required to provide list of current installations in India and or abroad (in the last 2-3 years) of the quoted item. Contact details of the end users like name of the end user, Organization name, contact email ID, tel. no. etc. should be provided along with the technical bid.
7. Past experience of the bidders in terms of quality of supplied item/ equipment, after sales service and application support will be taken into consideration. Bidders who has unsatisfactory past experience in last 2-3 years, in terms of quality of supplied item/equipment, after sales service and application support, bids of such bidders may liable to be rejected.
8. **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 ACTREC. To get an idea about unloading site and proposed installation site, bidder may visit the site before submitting the tender.**
9. Complete and detailed information should be provided in respect to each point specified in the specifications. Technical bids that are incomplete in any respect are liable to be rejected. Provide relevant supportive information, publications, catalogue, etc. Bidders providing misleading or wrong information are liable to be rejected. All technical claims should be printed in the technical brochure of the items/equipment.
10. Literature/Certificate containing the information of the life of the item/equipment should be submitted. 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 the 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, octroi if applicable etc. be noted as a special condition of the tender.
12. Replacement of 10% of spare parts in a period of first year will amount to the supply of defective items/equipment and the Principal Company / Indian agent shall be under obligation to replace the entire item/equipment at their cost.
13. If the item/ equipment is repaired under warranty by replacing any spare part and later if re-occurrence of problem of same nature occurs and need for replacement of same spare part arises, it is also should be covered under warranty.
14. The lowest financial offer amongst the technically qualified offers will only be considered for further process.
15. To arrive at L1 vendor/ lowest offerer – Total cost of the goods inclusive of all items as per mentioned in the scope of supply, inclusive of all applicable duties/ taxes/ transportation charges, installation charges, other statutory levies and inclusive of cost towards Warranty



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16. Buyback price is also taken into account while calculating L1, if specifically asked for. Buyback price should be quoted separately so that in case of a decision not to buyback any of them the same can be effected. TMC reserves the right to accept buyback for all or any of the existing item/ equipment. (If applicable)
17. Network – The requirement of network facility is different for every item/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.(If applicable)
18. TMC – ACTREC reserves the right to purchase all OR any of the quantities tendered.
19. Rules & regulations of TMC will be part of contract.

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



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**Annexure F**

**INSTRUCTIONS ABOUT FILLING THE FINANCIAL OFFER FORM (I)**

1. Financial offer form (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
2. The detailed price of the item/equipment should be quoted in Financial offer of the tender: The offer would be DDP–ACTREC, Kharghar, Navi Mumbai as per the International Commercial Terms, applicable at present. All essential spares, consumables, labour and any other incidental costs required for delivering the item/equipment up to the site of installation and for the startup of the item/equipment must be included in the commercial bid.
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 160 (xiv) of General Financial Rules 2017 vide DAE letter No. 1/5(3)/2012-Budget/ 2483 dated February 20, 2014).**
6. **Warranty & post warranty AMC:**
  - a. **Vendors are required to provide warranty as per mentioned in the technical offer Part-I. Initiation of warranty shall begin from the date of successful installation and commissioning of the item/ equipment.**
  - b. Warranty period and terms of warranty including accessories, details of preventive / periodic maintenance, frequency and task description must be specified.
  - c. 2 numbers of Preventive maintenance visits and breakdown visits as and when needed should be undertaken during warranty and free AMC period.
  - d. **Vendors should offer AMC or CMC as per asked in the technical offer form part-I**
  - e. Tenderer should clearly indicate compliance to these terms in the technical bid. Tenders not confirming to the clause are liable to be rejected
7. **Validity:** The tendered offer must remain valid at least for a period of **six months (180 days)** from the date of the opening of the tender.
8. **Mode of Payment:**
  - a. **Terms of payment for offer in INR:**
    1. **Plant, machinery and equipment:** 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 3% Performance Bank guarantee for a warranty period plus three months from date of installation
    2. **Performance Bank Guarantee:** Performance Security may be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Nationalized /Commercial Bank or Bank Guarantee from a Nationalized/Commercial bank.
    3. **For Remaining Items (Except Plant, machinery and equipment):** Full payment after receipt and acceptance of the stores within 30 days from the date of supply.
9. **Uptime Guarantee period:**

The supplier and/or its Indian agent will be required to give the guarantee towards the performance of the item/equipment during the warranty period and in case of comprehensive annual maintenance contract period for maintaining the equipment in good working condition for a period of at least 347 days out of a period of 365 days a year (i.e. 95% uptime) 24X7. The eight hours non-functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 95% guaranteed uptime. If the number of days downtime in each period of 365 days is more than the downtime permissible (which is to be calculated as defined above), the supplier / agent shall be required to pay a penalty for every day 0.1% of the invoice value per day. The delay for not bringing the equipment in functioning order in any way, directly or even partially will be attributable to the firm. The bidder should provide the details of preventive maintenance to be undertaken through the year. The bills should be raised every month and will be paid every quarterly.





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10. **Liquidated damages:** In event of failure to supply within the stipulated delivery period, the purchaser reserves the right to levy liquidated damages @ 2% per month or part thereof for the delayed supplies.
11. The amount / rate of taxes as may be levied should be indicated separately in the financial offer.
12. 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.



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**Annexure G**

<b>TATA MEMORIAL CENTRE</b>	
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Plot No.1& 2, Sector No.22, Kharghar, Navi Mumbai – 410210	
State: Maharashtra, INDIA	
<b><u>VENDOR CAPABILITY FORM</u></b>	
<b>Ref: Tender No: ACTREC/PUR/2023-2024/E-TENDER/29</b>	
Name / Title of the Bidder	
Due Date of the submission of the tender/ Bid.	
Name of the Item / Work	
Full Address (recent)	
E-Mail (recent)	
Tel. No & Mobile No. (recent)	
Fax (recent)	
Name of the person authorized to deal / undertake business for and on behalf of the bidder	
Tel. No & Mobile No. (Recent)	
Fax (Recent)	
E-Mail (Recent)	
Legal entity of the bidder whether Firm / Society / Company / Other entity	
a. Registration No.	
b. Authority with whom registered	
c. Licence No. granted by for	
Main business of the bidder whether Manufacturer, Business Distributor, Wholesale Dealer, Retail trader or Service Agent	
Authorized Area of operation in India	
Name of the Principal Organization / Company for and on behalf working in India	
Origin of the Principal Organization / Company	
Address of the Principal Organization / Company	
Tel. No. & Mobile No.	



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Fax	
E-Mail	
Name & Address of the Bankers of the bidders.	
Authority / Delegation / Licence No. & Date granted by the principal to the representative bidder	
PAN No.	
TAN No.	
GST No.	
Import / Export Code No.	
License No. for import	
No. of manpower employed by the bidder	
a. Scientific	
b. Technical	
c. Administrative	
d. Finance	
Support facility equipment No.	
Experience of the bidder in dealing with the tendered item.	
Whether supply of any item / service to TMC in past; if yes indicate the Purchase Order No. & Date	
Any other relevant information for submission	
Certified that the above information is correct & true to the best of my knowledge and belief. Nothing has been concealed and fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible.	
	<b>Signature and seal</b>



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Annexure H

**Technical Specification of Led Lighting Fixtures, Qty- 20 Nos. is  
attached separately on CPP Portal**



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ANNEX-I

**Financial Bid (BoQ) of Led Lighting Fixtures, Qty-20 Nos. is attached separately on CPP Portal-Single Bid Financial Bid (BoQ) of Led Lighting Fixtures, Qty- 20 Nos. is attached separately on CPP Portal-Single Bid**





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**Annexure J**

**NEFT FORM FORMAT**

**APPLICATION FORM FOR DEPOSITING PAYMENT AGAINST BILLS IN BANK ACCOUNT BY ELECTRONIC  
CLEARING SERVICE / NEFT**

1)	Name of the Vendor	
2)	Vendor Address & Other Particulars	
a)	PAN NO.	
b)	GST NO.	
d)	Mobile No.	
e)	Email ID	
3)	Account Holder's Name ( <b>Title of the Account</b> )	
4)	Bank Account No.	
5)	Bank Name, Branch & Address	
6)	9-Digit MICR code of the bank	
7)	Account type ( <b>SB/CURRENT</b> )	
8)	IFSC Code ( <b>attach xerox copy of cheque</b> )	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete information, I would not hold the user institution responsible. I agree to discharge the responsibilities as a participant under the scheme.

\_\_\_\_\_  
**Signature of the Vendor with seal.**

Certified that the particulars furnished above are correct as per our records.

\_\_\_\_\_  
**Signature of the authorised official from the bank.**

**Bank stamp :**

**Date :**

**Note: Xerox copy of cheque may be attached, without which the form will not be accepted.**



TATA MEMORIAL CENTRE  
**ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC)**  
(A Grant-in-Aid institute under the Department of Atomic Energy, Govt. of India)  
Plot No-1 & 2, Sector 22 Kharghar, Navi Mumbai-410 210

**Annexure K**

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

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



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**Annexure L**

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

**UNDERTAKING**

To,  
The Director,  
Advance Centre for Treatment Research & Education in Cancer  
Kharghar, Navi Mumbai – 410210.

1. I, the under signatory hereby undertake to supply, install and erect, testing & commission and maintenance of the item/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 assure and promise to provide the spare parts within reasonable time for operation of the aforesaid item/ equipment without any charge during the warranty period of 3 years and thereafter I will make available all the spare parts and consumables on the agreed price during the period of annual maintenance contract at least for the period of 5 years from the date of completion of the warranty period at the negotiated rate allowing discount on the price list of the company, authenticated copy of which will be submitted for your record.
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**

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



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**Annexure M**

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

**Format of disclosure of existing customers to whom supply of item/ 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 the principal company manufacturing the item / equipment namely \_\_\_\_\_. The said item/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 item/ equipment to any of the users in India at the cost less than the price quoted by us to Director, ACTREC, within the period of last six months.

**Signature**

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



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**Annexure N**

*(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,  
Advance Centre for Treatment Research & Education in Cancer  
Kharghar, Navi Mumbai – 410210.

Sub: Compliance against OM F. No. 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(GFR), 2017

Ref:

1. OM F. No.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(GFR), 2017
2. Your Tender No-.....
3. 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**





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**Annexure O**

(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, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

**Signature**

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



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## **Annexure P**

**(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**



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**Annexure Q**

**(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:**

- 1) (Provide a certificate from on letterhead for Class-I or Class-II Local Suppliers).
- 2)
- 3) 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**



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**ANNEXURE R**

(On Company Letterhead)  
(Unconditional Acceptance of Tender T&Cs)

Tender Reference No.: ACTREC/ENGG-PUR/2023-24/E-TENDER

**Declaration**

I/We have read the Terms & conditions of the tender & same are unconditionally acceptable to me/us.

Name of the Bidders:

Contact person:

Address: .....

Telephone No:

Sign. of Authorized signatory

Name:

Designation:

Company Seal