TENDER DOCUMENT

FOR

Supply installation and commissioning of EPABX system at various hospitals of ACCF across Assam

TENDER NO: ACCF/EPABX/2022-23/49   Dated: 05/07/2022

Issued by:

ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,
Guwahati – 781022, Assam Tel: +91-9085202020
E: procurement@accf.in |W: www.assamcancercarefoundation.org

ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,
Guwahati – 781022, Assam
Email: procurement@accf.in |W: www.assamcancercarefoundation.org

Tender No. ACCF/EPABX/22-23/49   **Dated: 05/07/2022**

NOTICE INVITING TENDER
e-Tender is being issued inviting bids following two bid system (separately for online technical and financial bid) from eligible parties by the under-signed for supply of item(s) as given below.

1. SCHEDULE OF EVENTS

Date of issue of the RFP	05/07/2022
Pre-Bid Meeting	11/07/2022 at 14:30 Hrs at ACCF Office/ MS Teams IDwill be published in ACCF Website www.assamcancercarefoundation.org
Last date and time of Proposal submission (Online)	26/07/2022 till 1500 Hrs
Last date and Time for submission of hard copies of key documents.	26/07/2022 till 1600 Hrs
Date & Time for opening of technical proposal	After 1 hr from last date and time of bid submission.
Date & Time for opening of financial proposal	To be notified once the technical proposal evaluation is complete.
Address for Communication	**ASSAM CANCER CARE FOUNDATION** 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91-9998515371, E: procurement@accf.in| W: www.assamcancercarefoundation.org
RFP Processing Fee (non-refundable)	**Rs 500/- (Rupees Five Hundred)** only. To be deposited in the e-Procurement portal only.
Bid Security/EMD	**Rs 25,000 (Rupees Twenty-Five Thousand)** only. To be deposited in the e-Procurement portal only.
Performance Security	**5 % (Five p.c.) of the total value of the contract** excluding GST, **if any within 15 days of issue of "Letter of Intent"** in the form of Bank Guarantee/Fixed Deposit Receipt (lien marked)/ Online Transfer (NEFT/FTGS)/Demand Draft, issued by any scheduled commercial bank under RBI, having branch in Guwahati, drawn in favour of "**Assam Cancer Care Foundation" (Account No. 37754113832, IFSC: SBIN0003030).**

Supply installation & commissioning at locations of ACCF	1) Dibrugarh 2) Barpeta 3) Lakhimpur 4) Kokrajhar 5) Jorhat 6) Tezpur 7) Darrang
Delivery Timelines	The successful bidder shall complete the supply installation and commissioning within **45 days** from date of confirmed **LOI/WO.**

Note:

(i) The above timelines are indicative, and ACCF reserves the right to change the timelines as per the requirement.

(ii) In the event of any of the above-mentioned bidding dates being declared as a holiday for the Proposal Inviting Entity then the event or activity shall be postponed to the next working day at the appointed time.

(iii) All applicants must furnish Bid Security and Processing Fee of the amount and in the manner as asked for. Proposal without Bid Security & processing Fee shall be liable for rejection summarily.

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-s/d-
**Head Procurement
Assam Cancer Care Foundation
Guwahati, Assam**

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Table of Contents

2. DISCLAIMER

2.1. This RFP is issued by Assam Cancer Care Foundation ("ACCF" or "Client")

2.2. The information contained in this RFP document or information that may be subsequently provided to the interested applicants ("Applicant" or "Bidder" or "Tenderer"), whether verbally or in documentary or any other form by or on behalf of Client or any of their authorized employees or advisers or representatives, would be subject to the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

2.3. This RFP is neither an agreement nor an offer by the Client to the prospective Applicant or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation and submission of their Proposals pursuant to this RFP.

2.4. This RFP includes statements, which reflect various assumptions and assessments made by the Client in relation to the scope of work contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.

2.5. This RFP may not be appropriate for all persons, and it is not possible for the client and its employees, advisor or consultant to consider the objectives, technical expertise and particular needs of each party who needs or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or entirely correct. Each prospective Applicant should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

2.6. Information provided in this RFP to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2.7. The Client, its employees, advisers, and representatives make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP.

2.8. This RFP and the information contained herein are to be used only by the person to whom it is issued, and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this RFP, the confidentiality obligations under this RFP or subsequent tender or contract shall continue to be binding on and adhered to by the Applicant.

2.9. ACCF also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

2.10. ACCF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

2.11. The issue of this RFP does not imply that the client is bound to select an applicant or to appoint the selected applicant, as the case may be, and ACCF reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

3. ELIGIBILITY CRITERIA:

S.No.	Eligibility Criteria	Documentary Evidence Required
Entity		
3.1	The Bidder must be a single entity registered under applicable laws in India. The entity must have been in business for more than 3 years as on 31.03.2022. (Consortium and/or Joint ventures are not eligible)	Any one of the followings: 1. Self-attested copy of the Certificate of Incorporation 2. Self-attested copy of the Certificate Registration 3. Self-attested copy of the Partnership Deed
Financial Strength		
3.2	The Applicant must have achieved a minimum average annual turnover of Rs. 25 Lakhs during last three financial years (i.e, 2018-19,2019-20 and 2020-21. The Applicant should have a positive net worth as on 31st March 2021	Turnover Certificate by CA.
Work Experience		
3.3	The Applicant should have similar experience of installation and supply of 03 nos. EPABX SYSTEMS in the last five (5) years.	Self-attested copies of work orders and in support of this experience.
Registration and Accreditation		

3.4	The Applicants should be registered under relevant statutes including Income Tax Act, GST Act, (as applicable), valid manufacturing license and updated statutory clearances to operate in state of Assam	Self-attested copy of: - (a) GST RegistrationCertificate (b) PAN card (c) Valid Manufacturing license or Authorisation letter from OEM.
3.5	The Applicant/manufacturer should have the required Quality. Certification with respect to the service or the organization. Telecommunication Engineering Centre (TEC) Certification to be provided mandatorily.	Certificates from appropriate authorities to be enclosed in the Technical Bid.
Non-blacklisting or Debarment		
3.6	The Applicant should not have been blacklisted or debarred form participating in any bidding process by ACCF or any government, UN or public sector entity that is in force as on the due date for submission of Proposal. The Applicant including its owner or partner or director or office bearer or officials should not havebeen convicted by any court in last three years as onthe date of submission of the Proposal for any offence relating to fraud, misrepresentation, non- performance of contractual obligations, etc.	Declaration inline as per **Annexure 2**
Undertaking/ Declaration against OM F.No. 6/18/2018-PPD dated 23rd July 2020		
3.7	Bidders are requested to go through the OM No. F.No. 6/18/2019-PPD dated 23rd July 2020, issued from Ministry of Finance, Deptt. of Expenditure. The same is uploaded on the website of Ministry of Finance. Bidders should meet the requirements, as mentioned in the above OM, otherwise they will be disqualified. An undertaking at **Annexure-X** is required to be submitted	Declaration inline as per **Annexure-X**

Note: The decision of the ACCF (RFP Inviting Entity) regarding eligibility would be final and binding on   all Bidders. ACCF may seek clarifications from Bidders for satisfying itselfwith respect to the documents and submissions by the Bidders on the Eligibility Criteria.

4.   INSTRUCTION TO THE BIDDER

4.1 The Applicant is required to prepare and submit the complete proposal documents in theonline e Tender portal (i.e**., https://assamtenders.gov.in**) within due date of submission.

4.2 All documents including duly filled up forms, formats, instruments and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorised to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.

4.3 Proposal shall be typed or written in indelible ink and shall be signed by a person or person(s) duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initialed by the person or persons authorised to sign.

4.4 Proposals shall be digitally signed as per Class 3 digital certificate by a person or person(s) duly authorized to sign on behalf of the Applicant for online submission.

4.5 The Applicant is required to submit the hard copies of **selected key documents** of the technical proposal within due date of submission of the proposal. The hardcopies shall include following documents:

4.6 EMD (Bid Security) and Processing/Tender Document Fee. Payments to be made in the e-Procurement portal only.

4.7 Declaration as per Annexure-2

4.8 Original Power of Attorney Document or certified copy of the Board Resolution (in case of Company) authorizing the Signatory.

4.9 The Applicant can submit above hard copies either through courier or by hand (with acknowledgement) in the address given below. Non-submission of hard copies within due date and time shall be liable for bid rejection.

> To,
> **The Chief Operating Officer,**
> ASSAM CANCER CARE FOUNDATION
> 3rd floor, V.K. Trade Centre, G.S. Road,
> Opp. Down Town Hospital,
> Guwahati-781022, Assam.

4.10 General guidance for e-Tendering Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractor/bidders to participate in e-Tendering.

4.11 Registration of Contractor/bidder

Any contractor/bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through online bidder enrollment in https://assamtenders.gov.in (the web portal of Assam Govt. eTendering). The contractor/bidder/bidder is to click on the Online Bidder Enrollment link for creating their account and register their login Id and Password.

4.12 Digital Signature certificate (DSC)

Each contractor/bidder is required to obtain a Class-III Digital Signature Certificate (DSC) (only signing certificate is required) for submission of tenders

4.13 Downloading of Bid Documents: The contractor/bidder/bidder can download NIT & Bidding Documents from https://assamtenders.gov.in. There is also different search method for searching of published tenders. For downloading the tender documents or to view the information of a tender Digital Signature Certificate is not mandatory. DSC is mandatory only to submit the Bid.

4.14 Participation in more than one work: A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

4.15 Seeking Clarification: Bidders have to ask any kind of clarification through "Seek Clarification" Tab available at https://assamtenders.gov.in. Clarification asked through any other mode will not be accepted.

4.16 Amendment of Bidding Documents:

a. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website https://assamtenders.gov.in under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have moved this tender to their "My Tenders" area.

b. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case of any

addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document.

c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.

d. In case a bidder has already submitted the bid before corrigendum & he/she will be allowed to resubmit the updated bid again without any additional cost of EMD. In that case his updated bid shall be taken for evaluation.

4.17 Submission of Tenders.

General process of submission, Tenders are to be submitted online through the website https://assamtenders.gov.in. The tender is a two cover system and the bidder has to upload their documents as specified in each cover (folder), the first folder is for Technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The documents uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal The Technical proposal should contain scanned copies of the following further two covers (folders).

A-1. Statutory Cover Containing (Please make a list of required documents)

i) Technical Documents

ii) Eligibility Documents

Note: - Failure of submission of any of the above mentioned documents will render the tender liable to be summarily rejected for both statutory & non statutory cover.

B. Financial proposal

i. The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document. The bidder has to download the given format ("BoQ", a .xls file) from the respective tender published at https://assamtenders.gov.in, enter rate into the specified cell and upload the same into the folder named "BOQ" on the website https://assamtenders.gov.in at the appropriate place.

ii. Don't try to rename the file. After entering the rates only save (don't use "Save as" option) and upload it. Important: The Price Schedule are to be uploaded only in e-procurement portal; no hard copy of the same is required to be submitted. Bidder shall quote rate per piece and for destination specified in the bid.

4.18 Withdrawal of Bid

Bidder can withdraw their bids before online bid submission closing date. But after online withdrawal, System will not allow that bidder to participate in the same tender again.

4.19 Resubmission

Bidder can resubmit there bids more than one number of time before the online bid submission closing date and time. In that case his updated bid shall be taken for evaluation.

4.20 Help Desk

Help Desk numbers for any kind of support related to e-Procurement:
Local Language Support: 1800 2121 18866(Ext. 2)
0361 - 234 7144, 223 7188 (9:30 am to 5:30 pm)
(Language: Assamese/Bengali/Hindi/English)
24 x 7 Help Desk Number: 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787.
International Bidders are requested to prefix 91 as country code.
(Language: Hindi/English)
e-Procurement Project Manager: 6901 007390

5. BID OPENING AND EVALUATION.

5.1 It may be noted that when the Bid shall be opened online on the date and time scheduled for Bid opening, only the technical bids will be opened.

5.2 It is mandatory to quote all items mentioned in schedule of requirement. Each quoted item shall be checked against given technical specifications. Tender will be evaluated with reference to various

criteria of technical bid. Only those bidders who fulfill both technical (Specification, Warranty, Quality of the product offered) and eligibility criteria shall be shortlisted for price bid opening.

5.3 The price bids of the technically qualified bidders shall only be opened and then price comparison shall be made to determine L1 (lowest) price for the tendered item. The bidder having the lowest qualified quote shall be declared as the preferred bidder. The bidder is supposed to quote the best of its products against the item tendered. **No bidder is allowed to quote alternative product or price against any item. Qualified L1 quote is one which fulfills all the criteria of bid. However, there could be any other unforeseen circumstances which may lead to disqualification of L1 bidder, in such cases, L1 bidder shall be disqualified and L2 bidder becomes L1 and may be considered for award of contract.**

5.4 Any amendment or correction to the bid document shall be published in the website https://assamtenders.gov.in or/and at www.assamcancercarefoundation.org. No individual communication shall be made.

5.5 Technical bids of all bidders received within due date and time will be opened and the bidder(s) may choose to participate in the bid opening through their authorised representatives. Any complaint against any technical bid are to be raised before the Technical Evaluation Committee at the meeting or before the financial bid opening in writing and after which ACCF shall not be liable to entertain any complaint.

5.6 **Confirmation to Technical Specification:** The bid shall be liable for cancellation in case the product offered in the bid fails to comply with the required technical specifications as stipulated in Section-IV. The bidder is required to submit along with the technical bid the statement of technical compliance of the product offered as per the format give in **Annexure-VI**.

5.7 The bidder shall also submit the relevant authentic literature or brochure of the model released/issued by the manufacturer on the item offered in the bid, for reference and evaluation.

5.8 The bidder shall complete the Price bids showing the price quoted for the item in the format given in Annexure-X and submit separately in a sealed envelope. Any modification in the price bid format is not allowed.

5.9 To assist in the examination, evaluation and comparison of bids, ACCF may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

5.10 Preliminary Examination: ACCF will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Tender Fee and EMD have been furnished, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.

5.11 The Bidder who is a dealer or distributor of the manufacturer of the product being offered by it has to submit general authorization for sale issued by the Manufacturer. Without this document, bid shall be summarily rejected. The Bid without authorization from the manufacturer as dealer or distributor shall be treated as non-responsive and shall be rejected.

5.12 **Bid Validity:** The bid shall remain valid for 120 days after date of bid opening. A bid having shorter validity period shall be rejected summarily. In exceptional circumstances, ACCF may solicit the bidder's consent to an extension of the period of tender validity. The request and the responses thereto shall be made in writing. The EMD (bid security) validity as provided under Clause 5 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

5.13 Any bid without the required Tender Fee and EMD will be summarily rejected by ACCF, as non-responsive. Proof of online EMD are required to be submitted on or before the due date & time of bid submission along with Technical Bid.

5.14 The EMD amount of the unsuccessful bidders shall be returned within 45 days of signing of contract with the successful bidder.

5.15 The successful bidder's EMD (bid security) will be discharged /returned upon the bidder executing the contract and after furnishing the Performance Security of requisite amount i.e. 5% of the contract value (including Taxes).

5.16 **ACCF's right to accept any bid and to reject any or all bids**: ACCF reserves the right to accept or reject any bid and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for ACCF's action.

5.17 Signing of Contract: After financial evaluation, ACCF shall notify (Notice of Award) the successful bidder within the period of bid validity, that its bid has been accepted along with the contract forms as provided in the bidding documents in Annexure-XIV, incorporating all agreements between the parties. The successful bidder, within 5 (five) working days of receipt of the Notice of Award, shall furnish the performance security amount and sign the contract. In case the bidder is a proprietary firm it has to be signed by the Proprietor. In other cases, it has to be signed by the authorized signatory. In case of an authorised signatory signing the bid or the contract, the bidder has to submit the original Power of Attorney duly authorized for signing.

6. PERFORMANCE SECURITY:

6.1 Within 15 days of the receipt of '**Letter of Intent**' from the Purchaser, the successful bidder (Supplier) shall furnish the Performance Security and sign the contract. Performance Security shall be for an amount of 5% (Five percent) of the order value (Excluding Tax), **valid for 30 months**.

6.2 However, if the supplier fails to execute the order or fails to perform the services as per the contract in addition to other penal actions, the performance security shall be liquidated & the amount shall be forfeited.

6.3 Failure of the successful bidder to comply with the requirement**s** shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD (bid security), in which event ACCF may decide to award the contract to the next lowest evaluated bidder or call for new bids.

6.4 The proceeds of the Performance Security shall be taken by ACCF as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

6.5 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
(i) Demand Draft or Bankers Cheque issued on any scheduled commercial bank in favour of Assam Cancer Care Foundation payable at Guwahati.
(ii) Fixed Deposit Receipt with lien marked in favour of Assam Cancer Care Foundation.

(iii)   Bank Guarantee (in the prescribed proforma issued by any scheduled commercial bank having branch in Guwahati).

7.   ISSUE OF CONTRACT AND DELIVERY SCHEDULE:

7.1   Rates shall be valid for 12 months from the date of acceptance of tender or from the date of signing of agreement whichever is later. Qty mentioned at NIT Clause 2 is approximate and can increase or decrease. Contract shall be issued by ACCF, within above 12 months period, as & when required, after the contract is signed with the preferred bidder in the prescribed format. ACCF reserves the right to place the order. During the rate validity period, accepted rates will not vary and Supplier is bound to supply the contracted items at the accepted rate. The Supplier shall complete the delivery of the entire ordered quantity as mentioned at NIT Clause 2 from the date of issue of Contract. Validity of Rates can be increased by another 3 months on mutual consent. Qty as mentioned at NIT Clause 2 can be increased/decreased by 25%.

8.   INSPECTION AND TESTING:

8.1   ACCF shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ACCF shall notify the Supplier in writing of the identity of any of its representatives for this purpose. The inspections and tests may be conducted on the premises of the supplier, at point of delivery and/or at the goods final destination.

9.   WARRANTY:

9.1   The supplier must warrant that the goods supplied under the contract are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier must further warrant that the goods supplied under the contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the ACCF's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods.

9.2   The warranty coverage shall be as per the period mentioned in the Technical Specification. ACCF shall notify the Supplier in writing of any claims arising under this warranty.

9.3   Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the ACCF for the replaced parts/goods thereafter.

9.4   If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, ACCF may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the Contract may have against the supplier under the contract.

9.5   The warranty for defective parts will begin de novo from the date of replacement.

10.   REASONABLENESS AND FIRMNESS OF CONTRACT PRICE:

10.1 The bidder shall certify that the rates quoted are not higher than the rate it has quoted and supplied to any institution in the country, for the same/equivalent item (make, model and specification).

10.2 During the period of the validity of rates, if the price of the item is reduced due to any reason including any Law or Act of the Central/State Government, the Supplier shall be statutorily bound to intimate the reduced rates immediately to ACCF and shall charge the reduced rates. ACCF is empowered to unilaterally effect such reduction as is necessary in rates, in case the Supplier fails to notify or fail to agree to such reduction of rates.

10.3 Subject to the condition stipulated above, the prices shall remain firm (unchanged) throughout the contract period and on no account any increase in price shall be entertained till completion of the contract period.

10.4 The Bidder(s) will not be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by them. The representation of any Bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

11. Attempt to Influence Tender Decisions:

11.1 No bidder shall contact any official or representatives of ACCF other than in writing and as per the terms & conditions of this tender, on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a bidder to influence the bid evaluation, bid comparison or contract awarding decisions shall result in the rejection of the bid and debarment from participation in any bid issued by ACCF for a period of three years from the date of such debarment notice.

12. Statutory Taxes/ Duties:

12.1 In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to statutory act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

12.2 However, the same shall not be borne by ACCF in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.

12.3 Further, in case the bidder has been enjoying duty/tax exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if duty/tax becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by ACCF.

13. Penalty for Delay & Non-performance:

13.1 The supply of entire quantity of the ordered item(s) has to be completed within the delivery period as given in NIT Clause 2. In case of delay, penalty @ 1%(one percent) of delayed value of

goods per week of delay or part thereof subject to maximum of 5%(five percent) of the total order of value shall be imposed on the supplier. Upon reaching maximum penalty, contract may be liable for termination until extended by ACCF with double penalty.

13.2 Non-performance of the contract provisions may make the bidder liable to be disqualified to participate in any tender for the next 3 years, in addition to forfeiture of EMD / Performance Security and other penal provisions.

14. Payment Terms:

Procedure for Payment: ACCF shall make 100% Payment on production of the following documents.
i) Invoice in triplicate.
ii) Warranty Certificates.
iii) Original Challan Copy/ Acknowledgement of receipt of Goods.
iv) Installation and completion certificate from user department (IT Department).

15. Force Majeure:

15.1 The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the supplier the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material, etc.

16. Fraud & Corruption:

The Supplier shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -
a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
b) "Fraudulent Practice" means misrepresentation or omission of facts in order to procure the contract.
c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of ACCF, designed to establish bid prices at artificial, non-competitive level.
d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected with forfeiture of EMD and/or Performance Security and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

17. Termination of Contract:

17.1 In case of non-performance or delay in supply, ACCF reserves the right to cancel the Supply Order

with the forfeiture of performance bank security.

18. Settlement of Disputes:

18.1 Any dispute arising out of or during execution of the contract shall be settled mutually. In the event, no amicable resolution or settlement is reached within a period of 45 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended Act 2015).

18.2 Arbitration shall be held in Guwahati, Assam. The proceedings of the arbitration shall be in the English language. The Arbitrator's award shall be final and binding on the parties.

18.3 The contract shall be interpreted in accordance with the laws in force in India. All disputes shall be subject to the jurisdiction of appropriate court situated at Guwahati.

19. SCHEDULE OF REQUIREMENT:

Setup of PBX Based System at 7 Different Locations of Assam Cancer Care Foundation:

Sl. No.	Description	Qty	UoM
1	EPABX System for 250 Users for Dibrugarh and Barpeta	2	Nos.
2	EPABX System for 100 Users for Lakhimpur, Kokrajhar, Jorhat, Tezpur, Darrang	5	Nos.
3	Digital Phone	7	Nos.
4	Analog Phone	800	Nos.
5	20 Pair Riser Cable	1300	Nos.
6	100 Pair MDF with Box	11	Nos
7	50 Pair MDF with Box	34	Mtr
8	Installation & Commissioning which includes Laying of Riser Cables, Punching of Cables, Configuration of Phones & PBX system with 1 year Remote Support for all 7 centers.	1	Nos.

Note:
1. The Supplier shall be jointly and severally responsible for the warranty commitments of the items supplied throughout the warranty period, even if there is change in dealership during the above period.
2. The quantity mentioned is only a tentative requirement and may increase or decrease as per ACCF's requirement. The rates quoted should not vary with the quantum of the order or the destination.

20. TECHNICAL SPECIFICATIONS:

EPABX System	
Sl. No.	Description
I	**GENERAL SPECIFICATIONS**

1	Proposed system shall be in compliance with ITU-T (International Telecommunication Union Telecommunication) standards and technical recommendations. Any subject matter not governed herein shall be in line with the applicable recommendations of ITU-T (CCITT).
2	Proposed system shall be brand new and there shall not be any scratches, cracks, broken parts, corrosion etc. on it. All metal parts of the system shall be stainless steel and corrosion-proof.
3	Proposed system and system materials shall be of the most recent design and version. The bidder shall confirm that the proposed system will be unused and has been manufactured within one (1) year from the date of installation.
4	The proposed system shall support IPv6 from day one. It shall be possible to assign IPv6 addresses to the system, as well as IPv4 addresses. The system shall be capable of directly responding to IPv6 requests (establishing a call over IPv6, IPv6 supported IP telephone operation etc) without requiring any converters. The system shall also support hybrid IP networks in which both IPv6 and IPv4 protocols are used. The system shall be able to communicate over IPv4 and IPv6 networks, simultaneously.
II	**SYSTEM ARCHITECTURE**
1	System architecture should support Server-Gateway type with external industry standard server to facilitate a distributed architecture with centralized call control over the IP backbone. All the necessary cards (Analog Extn/Digital Extn/PRI/CO Lines etc) should be inserted in the universal slots inside the system. External gateways for the same is not acceptable. If required system may have the scope to upgrade to Server Gateway type in future and all existing hardware in this case shall be used.
2	The telephony system should be a converged communication system with ability to run TDM and IP on the same platform using same software load. When based on server and Gateway architecture (SIP Server based EPABX system ready for unified communication), the single IP EPABX system should have a provision of expandability to 32000 ports (any mix/percentage of analog/digital/IP) without changing or cascading multiple servers to achieve the future capacity. When using without server, system should be expandable to 1056 TDM ports & 2000 IP Ports.
3	The communication server should be compatible to support a duplicated configuration over the distributed IP infrastructure (LAN/WAN). Both the active and standby processors should not be in the same unit/cabinet sharing the same active backplane so as to prevent total system failure on failure of the motherboard/backplane. System may be upgraded to Hot Standby mode if required in future.
4	If operating on hot-standby operation mode, during changeover from active server to standby server, any active/on-going calls across the entire network/location should not be interrupted or affected. There should be no restriction on number of endpoints being backed up in case of one server failure.
5	The system (both servers and gateway shelves) shall be suitable for 19" cabinet mounting and each shelf shall be maximum 3U in height in order to save space.
6	It shall be possible to terminate fibre optic cables directly in the gateways and fibre optic port shall be converted to minimum 4 (four) ethernet ports. Mentioned converter shall be in the form of a card to be placed in the system and shall not require an external power supply to ensure continuous operation during electricity failures. The necessary hardware may be optional.

7	It shall be possible to distribute the system into sub-systems to be installed in different locations. However, these sub-systems shall work as a unified (single) system with a unified numbering plan, centralized operation and management. In case, connection between server and sub- systems fail, it shall be possible for the remotely located sub-systems to continue operation in self survival mode. When the connection gets restored, sub-systems shall resume its normal operation as a part of main system.	
III	**SYSTEM SPECIFICATIONS**	
1	System should support following extension and trunk interfaces:	
2	Analog extensions with Caller ID. To ensure long distance connectivity, minimum loop resistance should be 1800 ohms. All analog extns should work for atleast 6 kms on normal telephone wire.	
3	Digital extensions for digital feature phones (2 wire)	
4	SIP extensions	
5	Analog trunk lines with Caller ID (DTMF or FSK)	
6	E1/PRI trunks. The offered system shall support software configurable E1/PRI Cards. It should be possible to configure the same card as E1 or PRI or vice versa. E1/PRI cards should support DP, DTMF, MFCR2, QISG, DPNSS signalling streams.	
7	E&M trunks should be available	
8	SIP trunks should be available	
9	CLI facility for all users should be provisioned from day 1.	
10	Voice communication between sub-systems shall optionally support following compression algorithms:	
11	G.711 or G.729.	
12	Cryptography (sRTP).	
13	It shall be possible to centrally monitor all details about all analog, digital or IP ports at remote (branch) locations, in the form of a single list sorted by port types.	
14	In case a capacity expansion or adding another location to the telecommunication network will be required, there should be no interruption at the central system (reset, shut down, etc).	
15	Gateway's should be programmable from central location through web based programming interface.	
16	The system should support SNMP. It shall be possible to have access to systems from remote locations to monitor the status and to update software or to take system backup.	
17	The system should have an integrated and centralized alarm structure.	
18	Alarm software shall be capable of collecting and monitoring alarm information coming from all locations (gateways), simultaneously.	
19	In case of an alarm, the system shall be capable of sending an automatic alarm message to a predefined e-mail address.	
20	It should be possible to view alarms on a web interface .	
21	The system shall be capable of detecting Caller ID signals sent from existing telecommunication operators (analog, ISDN, GSM, etc); shall ensure that they are properly (with name and number info) displayed on operator set, digital telephone sets and analog telephone sets with Caller ID facility.	
22	System software shall allow independent shut down of each unit/card. During the demounting and mounting of extension or trunk cards, no other unit/card shall be shut down (hot swapping).	
23	The system shall capable of operating with the following units:	

24	Dial Pulse (DP) telephone devices,
25	DTMF telephone devices,
26	Digital telephone devices,
27	Analog telephone devices,
28	IP telephone devices,
29	WiFi telephone devices,
30	IP Video Phone,
31	SoftPhone (software based telephone) applications,
32	Other Telephone Exchanges (PABX),
33	ISDN PRI 2 Mbps (E1) Network,
34	2 and 4 wired Continous and Discontinous E&M circuits,
35	Internal portable hand type telephone device systems (DECT standard),
36	Facsimile devices,
37	Data extensions,
38	Voice Mail System,
39	Smart mobile phones,
40	Tablets and computers.
41	There shall be VGA monitor port and minimum 2 USB ports on the server and gateways. It shall be possible to connect monitor to VGA port and keyboard/ mouse to USB ports so that system logs may be traced at the administrator level, without requiring additional computer hardware. Systems that require a connection with a separate computer for this operation shall not be accepted.
42	There shall be password protected different authority levels against unauthorized access to central management interface. If requested, it shall be possible to define additional users with different authority levels. There shall be no number limit in number of administrator users to be defined. It shall be possible to change specific user authorities, through which access to advanced programming features are available or not available.
43	It should be possible to update the system's software over the Internet.
44	System's programming and maintenance interface shall be web based.
45	Programming changes should immediately become functional and there shall be no need to reset the system after programming.
46	In case the energy supplied to the system is cut off entirely, the data available in the system should be protected and when the power is re-supplied, the system should resume operating normally without any intervention and loss of data.
47	The system shall automatically detect the entire hardware configuration and shall avoid programming of cards if there is an incompatibility between hardware and programming.
48	The system's extension and trunk cards shall be protected against excess voltage or surges.
49	The system shall be capable of operating within a room temperature of 0ºC and +45ºC and a relative humidity of 20% - 80% on an around the clock basis.
50	Conference: The system shall have 3-party conferencing or more. Moreover, there shall be an optional conference room feature.

51	Conference Room: Extensions shall be able to set up password-protected conference rooms and shall be able to manage conferences conference rooms created by them. For the purpose of conference management, it shall be possible to monitor, mute/unmute, invite/disconnect the participants. Each conference room shall have minimum 16 participants.
52	It shall be possible to divert unanswered calls to a predefined extension, group of extensions, interactive voice system or to the operator.
53	It shall be possible to transfer a call from an external line to another external line.
54	It shall be possible to restrict intercity or international outgoing calls of extensions.
55	There shall be a night service option in the system and it shall be automatically activated at such predefined hours or at such hours manually defined by authorized people. Moreover it shall be possible to define extensions that shall not be affected from night service.
56	In case there are multiple operators, number of incoming calls to these operators should be balanced. (equal load scheme)
57	The system shall support LCR (Least Cost Routing) feature. The system shall be able to analyse the numbers dialled by extensions and shall automatically divert them to pre-programmed trunk lines based on days of week, or hours of day. Further, the system shall be able to automatically add/remove digits to/from dialled numbers.
58	There shall be a common memory in which minimum 10000 numbers with 32 digits can be stored. It shall be possible to call these numbers by short dialling codes. If required, users having restricted authorization levels shall also be able to dial from common memory.
59	Minimum 20 (twenty) character names may be assigned to extension numbers for dialling by name.
60	It shall be possible to connect an optional GSM interface device to the system's external lines and it shall be possible to make economic tariff mode calls to GSM numbers over this device. Moreover it shall be possible to capture the called/ caller extension details and date and time details for the call from the CRL (Call Record Listing) software.
61	GSM lines should support Smart Call Back feature. This feature applies if an extension of the system calls a GSM number and if GSM number misses that call. Further if GSM number calls back the missed number, the system should automatically divert this call to original caller (the extension who made the call).
62	It shall be possible to mark all or any of external lines in the system as DISA line. When DISA lines are called, it shall be possible to reach system internal extensions by sending DTMF tones. Calls from DISA lines shall be answered by an internal dial tone or a pre-recorded welcome message.
63	There shall be a custom memory for each extension for storage of ten different numbers. It shall also be possible to store the last number dialled by the extension.
64	It shall be possible to connect to the system from a remote location and change system programs and parameters over LAN/ WAN.
65	The system shall be optionally capable of automatic and/ or manual recording on the basis of extension and / or external line. The extension and/ or external line which shall be recorded might be defined through the system's web Interface.
66	It should be possible to monitor all ports of the system for voice recording.
67	Voice records in the system shall be sent to an e-mail address to be defined over the system operating web interface as wav attachments.
68	In case a call is received and/ or a call is made during the voice recording, the system shall announce that voice recording is active. This way, parties will know that the call will be recorded. The text of this announcement shall be provided by the Administration and the announcement record shall be uploaded by the Contractor to the system.

69	It shall be possible to set the voice recording announcement only for incoming or only for outgoing calls for the same port (extension/ external line).
70	Voice records shall not be lost in case of an electricity failure and shall be stored in system's memory.
71	It should be possible to record conversations on an HDD or USB memory to be directly connected to the system. It should also be possible to store conversations on a storage device on the IP network.
72	The system shall have a "hotdesk" feature. It shall be possible to use this feature in IP telephones of the same brand with the system that supports hotdesk feature.
73	The Hotdesk feature shall be activated in IP telephone of the same brand with the system that supports this feature. This IP telephone is a commonly used telephone. IP extensions defined to the system may enter their own user names and passwords and may make calls in line with authorities of their own extensions and may use system services. After the user log-in, the user details/ authorizations are taken from the system by means of autoconfiguration. It should be possible to get the extension's DSS programming keys. When the user logs off, all the said authorities and programming shall be cleared.
74	"Chief-secretary" applications shall be supported; the following features should be met in chief-secretary works:
75	It should be possible to assign a secretary to multiple managers.
76	The secretary shall be able to view to which manager the incoming call belongs to.
77	The secretary should see if the manager is busy, and vice versa.
78	It should be possible for the manager to dial secretary by a single key and vice versa.
79	The manager shall be capable of calling secretary even if the latter is busy.
80	Calls to the manager should be first received by the secretary and secretary should transfer this call if necessary.
81	The manager shall be capable of temporarily cancelling the diversion/ direction feature.
82	Managers shall be able to directly call the other managers (without first contacting the secretary).
83	The system shall support password aging.
84	The system should have valid TEC certification at the time of purchase. (copy of Certificate to be enclosed)
IV	**OTHERS**
4.1	Preferred make: NEOS Infinity, AVAYA, CISCO, ALCATEL or equivalent.
4.2	Tender specific OEM authorisation is mandatory
4.3	Warranty: 1 Years comprehensive
4.4	Manufacturer should have a full-fledged office in Guwahati. However,if any authorised vendor of OEM quotes then either the vendor or the OEM should have office in Guwahati. Declaration to this clause should be provided in the technical bid.

Digital Phone	
Sl. No.	**Description**
I	**GENERAL SPECIFICATIONS**
1	Should have minimum 4 lines x 20 Characters LCD display providing comfortable use with 4 soft menu keys

2	Should have minimum 16 double function, programmable keys with embedded LEDs for monitoring the status of the assigned extensions / lines.	
3	Should have minimum 6 special functions keys (menu, park, phonebook, flash, transfer, and redial) that allow easy access to the frequently used features.	
4	4 volume control keys (hands free, volume increase and decrease, mute).	
5	Displaying the names of callers recorded in the phonebook	
6	Incoming, outgoing, missed and answered calls list	
7	Menu structure that may be used easily by the display.	
8	Memory for storing 50 calls or more.	
9	Ease of operation with the headphone input, special menu structure allowing control over call parking and retrieval of parked calls	
II	**OTHERS**	
1	Preferred make: NEOS Infinity, AVAYA, CISCO, ALCATEL or equivalent.	
2	Tender specific OEM authorisation is mandatory	
3	Warranty: 1 Years comprehensive	

21. **FORMS & FORMATS**

ANNEXURE-I: List of Items Quoted

Sl. No.	Description	Qty	UoM	Quoted Yes/No
1	EPABX System for 250 Users for Dibrugarh and Barpeta	2	Nos.	
2	EPABX System for 100 Users for Lakhimpur, Kokrajhar, Jorhat, Tezpur, Darrang	5	Nos.	
3	Digital Phone	7	Nos.	
4	Analog Phone	800	Nos.	
5	20 Pair Riser Cable	1300	Nos.	
6	100 Pair MDF with Box	11	Nos	
7	50 Pair MDF with Box	34	Mtr	
8	Installation & Commissioning which includes Laying of Riser Cables, Punching of Cables, Configuration of Phones & PBX system with 1 year Remote Support for all 7 centers.	1	Nos.	

*Quantity mentioned above is indicative only as per current estimated requirement. Actual Purchase may substantially increase or decrease.

Signature of the Bidder/Authorised Representative

ANNEXURE-II: BID FORM /COVERING LETTER

To
The Director
Assam Cancer Care Foundation,
Guwahati, Assam

Ref: Tender No. ACCF/

Sir,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver all items & services in conformity with the tender terms and conditions at the rate as quoted in the Price Bid.

We undertake, if our bid is accepted, to commence delivery within the stipulated days and to complete delivery of all the items specified in the contract and to perform all the incidental services as per the rate contract from the date of issue of Rate Contract.

If our bid is accepted, we will provide performance security of 5% of the contract value within 15 days of receipt of 'Letter of Intent' and sign the contract.

We agree to abide by this bid for a period 120 days from the date of opening of the bid (please specify the calculated date) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that ACCF reserves the right to vary the PO quantities and also not bound to place any order for the same.

Dated this………………..day of …. …

Signature
(In the capacity of)

Duly authorized to sign tender for and on behalf of ……………………………………

ANNEXURE-III: DETAILS OF TENDER FEE and EMD SUBMITTED

Details of TENDER FEE and EMD Submitted

Item name	Amount	Details of remittance
Tender Fee	500/-	No………………………… Issuing Bank……………… Date of issue………………
EMD	25000/-	No………………………… Issuing Bank……………… Date of issue………………

Signature of the Bidder/Authorised Representative

ANNEXURE-IV: FORMAT FOR POWER OF ATTORNEY

Format for Power of Attorney for Signing of Application
(On the letter head of the bidder)

Power of Attorney

We, …………………………………………….. (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. ……………………………(name and residential address) who is presently employed with us and holding the position of …………………………………………..as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender No: **ACCF/EPABX/2022-23/49 "Supply installation and commissioning of EPABX system at various hospitals of ACCF across Assam"** including signing and submission of all documents and providing information to ACCF and its officials or representatives, representing us in all matters, and generally dealing with the ACCF management   in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

 Dated this the _____ day of _____2022

For _____

(Name, Designation and Address)
Accepted
_____(Signature)
(Name, Title and Address of the Attorney)
Date : _____

> *Note:*
> i. *THE MODE OF EXECUTION OF THE POWER OF ATTORNEY SHOULD BE IN ACCORDANCE WITH THE PROCEDURE, IF ANY, AS LAID DOWN BY THE APPLICABLE LAW AND THE CHARTER DOCUMENTS OF THE EXECUTANTS(S) AND WHEN IT IS SO REQUIRED THE SAME SHOULD BE UNDER COMMON SEAL AFFIXED IN ACCORDANCE WITH THE REQUIRED PROCEDURE.*
> ii. *IN CASE AN AUTHORIZED DIRECTOR OR KEY OFFICIALS OF THE APPLICANT SIGNS THE APPLICATION, A CERTIFIED COPY OF THE APPROPRIATE RESOLUTION/ DOCUMENT CONVEYING SUCH AUTHORITY MAY BE ENCLOSED IN LIEU OF THE POWER OF ATTORNEY.*
> iii. *IN CASE THE APPLICATION IS EXECUTED OUTSIDE INDIA, THE APPLICANT HAS TO GET NECESSARY AUTHORIZATION FROM THE CONSULATE OF INDIA. THE APPLICANT SHALL BE REQUIRED TO PAY THE NECESSARY REGISTRATION FEES AT THE OFFICE OF INSPECTOR GENERAL OF STAMPS.*
> *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).*

ANNEXURE-V: TURNOVER STATEMENT

ANNUAL TURNOVER STATEMENT
(In the letterhead of the CA Firm)

The Annual Turnover of M/s_____ for the past two financial years are given below and certified that the figures as given below are in agreement with the audited statement of accounts and statutory returns (Income Tax & GST) and are true and correct.

Sl. No	Financial Year	Turnover (Rs. in lakhs)
1	2018-19	
2	2019-20	
3	2020-21	
Average Annual Turnover in last three years		

The Average Annual Turnover in last three financial years is Rupees……………(in words)

Date:

Place:

Signature of Auditor/ Chartered Accountant
(With Official Seal)

UIDN: xxxxxxxxxxxxxx

ANNEXURE-VI: TECHNICAL SPECIFICATION COMPLIANCE STATEMEMT
TECHNICAL SPECIFICATION COMPLIANCE STATEMEMT
Item No. …………………: Quoted Model: ………………(Pls mention name of the quoted model)

Sl. No.	Description	EPABX System
I	**GENERAL SPECIFICATIONS**	**Deviation if any, yes/ No(deviation details)**
1	Proposed system shall be in compliance with ITU-T (International Telecommunication Union Telecommunication) standards and technical recommendations. Any subject matter not governed herein shall be in line with the applicable recommendations of ITU-T (CCITT).	
2	Proposed system shall be brand new and there shall not be any scratches, cracks, broken parts, corrosion etc. on it. All metal parts of the system shall be stainless steel and corrosion-proof.	
3	Proposed system and system materials shall be of the most recent design and version. The bidder shall confirm that the proposed system will be unused and has been manufactured within one (1) year from the date of installation.	
4	The proposed system shall support IPv6 from day one. It shall be possible to assign IPv6 addresses to the system, as well as IPv4 addresses. The system shall be capable of directly responding to IPv6 requests (establishing a call over IPv6, IPv6 supported IP telephone operation etc) without requiring any converters. The system shall also support hybrid IP networks in which both IPv6 and IPv4 protocols are used. The system shall be able to communicate over IPv4 and IPv6 networks, simultaneously.	
II	**SYSTEM ARCHITECTURE**	
1	System architecture should support Server-Gateway type with external industry standard server to facilitate a distributed architecture with centralized call control over the IP backbone. All the necessary cards (Analog Extn/Digital Extn/PRI/CO Lines etc) should be inserted in the universal slots inside the system. External gateways for the same is not acceptable. If required system may have the scope to upgrade to Server Gateway type in future and all existing hardware in this case shall be used.	

2	The telephony system should be a converged communication system with ability to run TDM and IP on the same platform using same software load. When based on server and Gateway architecture (SIP Server based EPABX system ready for unified communication), the single IP EPABX system should have a provision of expandability to 32000 ports (any mix/percentage of analog/digital/IP) without changing or cascading multiple servers to achieve the future capacity. When using without server, system should be expandable to 1056 TDM ports & 2000 IP Ports.	
3	The communication server should be compatible to support a duplicated configuration over the distributed IP infrastructure (LAN/WAN). Both the active and standby processors should not be in the same unit/cabinet sharing the same active backplane so as to prevent total system failure on failure of the motherboard/backplane. System may be upgraded to Hot Standby mode if required in future.	
4	If operating on hot-standby operation mode, during changeover from active server to standby server, any active/on-going calls across the entire network/location should not be interrupted or affected. There should be no restriction on number of endpoints being backed up in case of one server failure.	
5	The system (both servers and gateway shelves) shall be suitable for 19" cabinet mounting and each shelf shall be maximum 3U in height in order to save space.	
6	It shall be possible to terminate fibre optic cables directly in the gateways and fibre optic port shall be converted to minimum 4 (four) ethernet ports. Mentioned converter shall be in the form of a card to be placed in the system and shall not require an external power supply to ensure continuous operation during electricity failures. The necessary hardware may be optional.	
7	It shall be possible to distribute the system into sub-systems to be installed in different locations. However, these sub-systems shall work as a unified (single) system with a unified numbering plan, centralized operation and management. In case, connection between server and sub- systems fail, it shall be possible for the remotely located sub-systems to continue operation in self survival mode. When the connection gets restored, sub-systems shall	

	resume its normal operation as a part of main system.	
III	**SYSTEM SPECIFICATIONS**	
1	System should support following extension and trunk interfaces:	
2	Analog extensions with Caller ID. To ensure long distance connectivity, minimum loop resistance should be 1800 ohms. All analog extns should work for atleast 6 kms on normal telephone wire.	
3	Digital extensions for digital feature phones (2 wire)	
4	SIP extensions	
5	Analog trunk lines with Caller ID (DTMF or FSK)	
6	E1/PRI trunks. The offered system shall support software configurable E1/PRI Cards. It should be possible to configure the same card as E1 or PRI or vice versa. E1/PRI cards should support DP, DTMF, MFCR2, QISG, DPNSS signalling streams.	
7	E&M trunks should be available	
8	SIP trunks should be available	
9	CLI facility for all users should be provisioned from day 1.	
10	Voice communication between sub-systems shall optionally support following compression algorithms:	
11	G.711 or G.729.	
12	Cryptography (sRTP).	
13	It shall be possible to centrally monitor all details about all analog, digital or IP ports at remote (branch) locations, in the form of a single list sorted by port types.	
14	In case a capacity expansion or adding another location to the telecommunication network will be required, there should be no interruption at the central system (reset, shut down, etc).	
15	Gateway's should be programmable from central location through web based programming interface.	
16	The system should support SNMP. It shall be possible to have access to systems from remote locations to monitor the status and to update software or to take system backup.	
17	The system should have an integrated and centralized alarm structure.	
18	Alarm software shall be capable of collecting and monitoring alarm information coming from all locations (gateways), simultaneously.	

19	In case of an alarm, the system shall be capable of sending an automatic alarm message to a predefined e-mail address.	
20	It should be possible to view alarms on a web interface .	
21	The system shall be capable of detecting Caller ID signals sent from existing telecommunication operators (analog, ISDN, GSM, etc); shall ensure that they are properly (with name and number info) displayed on operator set, digital telephone sets and analog telephone sets with Caller ID facility.	
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23	The system shall capable of operating with the following units:	
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25	DTMF telephone devices,	
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27	Analog telephone devices,	
28	IP telephone devices,	
29	WiFi telephone devices,	
30	IP Video Phone,	
31	SoftPhone (software based telephone) applications,	
32	Other Telephone Exchanges (PABX),	
33	ISDN PRI 2 Mbps (E1) Network,	
34	2 and 4 wired Continous and Discontinous E&M circuits,	
35	Internal portable hand type telephone device systems (DECT standard),	
36	Facsimile devices,	
37	Data extensions,	
38	Voice Mail System,	
39	Smart mobile phones,	
40	Tablets and computers.	
41	There shall be VGA monitor port and minimum 2 USB ports on the server and gateways. It shall be possible to connect monitor to VGA port and keyboard/ mouse to USB ports so that system logs may be traced at the administrator level, without requiring additional computer hardware. Systems that require a connection with a separate computer for this operation shall not be accepted.	

42	There shall be password protected different authority levels against unauthorized access to central management interface. If requested, it shall be possible to define additional users with different authority levels. There shall be no number limit in number of administrator users to be defined. It shall be possible to change specific user authorities, through which access to advanced programming features are available or not available.	
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44	System's programming and maintenance interface shall be web based.	
45	Programming changes should immediately become functional and there shall be no need to reset the system after programming.	
46	In case the energy supplied to the system is cut off entirely, the data available in the system should be protected and when the power is re-supplied, the system should resume operating normally without any intervention and loss of data.	
47	The system shall automatically detect the entire hardware configuration and shall avoid programming of cards if there is an incompatibility between hardware and programming.	
48	The system's extension and trunk cards shall be protected against excess voltage or surges.	
49	The system shall be capable of operating within a room temperature of 0ºC and +45ºC and a relative humidity of 20% - 80% on an around the clock basis.	
50	Conference: The system shall have 3-party conferencing or more. Moreover, there shall be an optional conference room feature.	
51	Conference Room: Extensions shall be able to set up password-protected conference rooms and shall be able to manage conferences conference rooms created by them. For the purpose of conference management, it shall be possible to monitor, mute/unmute, invite/disconnect the participants. Each conference room shall have minimum 16 participants.	
52	It shall be possible to divert unanswered calls to a predefined extension, group of extensions, interactive voice system or to the operator.	
53	It shall be possible to transfer a call from an external line to another external line.	
54	It shall be possible to restrict intercity or international outgoing calls of extensions.	

55	There shall be a night service option in the system and it shall be automatically activated at such predefined hours or at such hours manually defined by authorized people. Moreover it shall be possible to define extensions that shall not be affected from night service.	
56	In case there are multiple operators, number of incoming calls to these operators should be balanced. (equal load scheme)	
57	The system shall support LCR (Least Cost Routing) feature. The system shall be able to analyse the numbers dialled by extensions and shall automatically divert them to pre-programmed trunk lines based on days of week, or hours of day. Further, the system shall be able to automatically add/remove digits to/from dialled numbers.	
58	There shall be a common memory in which minimum 10000 numbers with 32 digits can be stored. It shall be possible to call these numbers by short dialling codes. If required, users having restricted authorization levels shall also be able to dial from common memory.	
59	Minimum 20 (twenty) character names may be assigned to extension numbers for dialling by name.	
60	It shall be possible to connect an optional GSM interface device to the system's external lines and it shall be possible to make economic tariff mode calls to GSM numbers over this device. Moreover it shall be possible to capture the called/ caller extension details and date and time details for the call from the CRL (Call Record Listing) software.	
61	GSM lines should support Smart Call Back feature. This feature applies if an extension of the system calls a GSM number and if GSM number misses that call. Further if GSM number calls back the missed number, the system should automatically divert this call to original caller (the extension who made the call).	
62	It shall be possible to mark all or any of external lines in the system as DISA line. When DISA lines are called, it shall be possible to reach system internal extensions by sending DTMF tones. Calls from DISA lines shall be answered by an internal dial tone or a pre-recorded welcome message.	
63	There shall be a custom memory for each extension for storage of ten different numbers. It shall also be possible to store the last number dialled by the extension.	

64	It shall be possible to connect to the system from a remote location and change system programs and parameters over LAN/ WAN.	
65	The system shall be optionally capable of automatic and/ or manual recording on the basis of extension and / or external line. The extension and/ or external line which shall be recorded might be defined through the system's web Interface.	
66	It should be possible to monitor all ports of the system for voice recording.	
67	Voice records in the system shall be sent to an e-mail address to be defined over the system operating web interface as wav attachments.	
68	In case a call is received and/ or a call is made during the voice recording, the system shall announce that voice recording is active. This way, parties will know that the call will be recorded. The text of this announcement shall be provided by the Administration and the announcement record shall be uploaded by the Contractor to the system.	
69	It shall be possible to set the voice recording announcement only for incoming or only for outgoing calls for the same port (extension/ external line).	
70	Voice records shall not be lost in case of an electricity failure and shall be stored in system's memory.	
71	It should be possible to record conversations on an HDD or USB memory to be directly connected to the system. It should also be possible to store conversations on a storage device on the IP network.	
72	The system shall have a "hotdesk" feature. It shall be possible to use this feature in IP telephones of the same brand with the system that supports hotdesk feature.	
73	The Hotdesk feature shall be activated in IP telephone of the same brand with the system that supports this feature. This IP telephone is a commonly used telephone. IP extensions defined to the system may enter their own user names and passwords and may make calls in line with authorities of their own extensions and may use system services. After the user log-in, the user details/ authorizations are taken from the system by means of autoconfiguration. It should be possible to get the extension's DSS programming keys. When the user logs off, all the said authorities and programming shall be cleared.	

74	"Chief-secretary" applications shall be supported; the following features should be met in chief-secretary works:	
75	It should be possible to assign a secretary to multiple managers.	
76	The secretary shall be able to view to which manager the incoming call belongs to.	
77	The secretary should see if the manager is busy, and vice versa.	
78	It should be possible for the manager to dial secretary by a single key and vice versa.	
79	The manager shall be capable of calling secretary even if the latter is busy.	
80	Calls to the manager should be first received by the secretary and secretary should transfer this call if necessary.	
81	The manager shall be capable of temporarily cancelling the diversion/ direction feature.	
82	Managers shall be able to directly call the other managers (without first contacting the secretary).	
83	The system shall support password aging.	
84	The system should have valid TEC certification at the time of purchase. (copy of Certificate to be enclosed)	
IV	OTHERS	
4.1	Preferred make: NEOS Infinity, AVAYA, CISCO, ALCATEL or equivalent.	
4.2	Tender specific OEM authorisation is mandatory	
4.3	Warranty: 1 Years comprehensive	
4.4	Manufacturer should have a full-fledged office in Guwahati. However,if any authorised vendor of OEM quotes then either the vendor or the OEM should have office in Guwahati. Declaration to this clause should be provided in the technical bid.	

Digital Phone		
Sl. No.	Description	
I	GENERAL SPECIFICATIONS	Deviation if any, yes/ No(deviation details)
1	Should have minimum 4 lines x 20 Characters LCD display providing comfortable use with 4 soft menu keys	
2	Should have minimum 16 double function, programmable keys with embedded LEDs	

	for monitoring the status of the assigned extensions / lines.	
3	Should have minimum 6 special functions keys (menu, park, phonebook, flash, transfer, and redial) that allow easy access to the frequently used features.	
4	4 volume control keys (hands free, volume increase and decrease, mute).	
5	Displaying the names of callers recorded in the phonebook	
6	Incoming, outgoing, missed and answered calls list	
7	Menu structure that may be used easily by the display.	
8	Memory for storing 50 calls or more.	
9	Ease of operation with the headphone input, special menu structure allowing control over call parking and retrieval of parked calls	
II	**OTHERS**	
1	Preferred make: NEOS Infinity, AVAYA, CISCO, ALCATEL or equivalent.	
2	Tender specific OEM authorisation is mandatory	
3	Warranty: 1 Years comprehensive	

Signature of the Bidder/Authorised Representatives

ANNEXURE-VII: FORMAT FOR PERFORMANCE STATEMENT

PERFORMANCE STATEMENT
(For the period of last thirty-six months as on due date of submission of the Bid)

Tender No: **ACCF/EPABX/2022-23/49**

Name and address of the Bidder:

Order placed by (full address of Purchaser with phone number)	Order number and date[1]	Description and quantity of ordered goods.	Value of Order[2] (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay, if any
				As per contract	Actual	

Signature and Seal of the Bidder

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[1] Bidder must submit the rate contract/ PO copy.
[2] Value is inclusive of Taxes

ANNEXURE-VIII: UNDERTAKINGS FOR VARIOUS TERMS OF THE BID DOCUMENT

UNDERTAKINGS BY THE BIDDER
(To be typed **on letterhead of the bidder)**

To
The Director
Assam Cancer Care Foundation
Guwahati, Assam

Ref: Tender No. **ACCF/EPABX/2022-23/49**

Sir,

I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned in the bid document and undertake to comply with all that including the terms and conditions as given below:

a)   The rate(s) quoted by me/us are valid and binding on me/us for acceptance for the entire contract period and which is at par or lower than the rate quoted by us for any institution in India.

b)   The six months rate contract shall be completed as per the direction given in rate contract within the stipulated delivery period failing which we shall be liable for the delay penalty.

c)   The articles shall be strictly as per specification and of the best quality as per requirement of ACCF. The decision of ACCF as regards to the quality and specification of article shall be final and binding on me/us.

d)   We understand that ACCF may place order(s) for supply without entering into the formal contract to expedite the supply and contract can be signed at a later date. ACCF may deduct the Performance Security Amount from the payment due to supplier.

e)   The supplied goods shall be covered under warranty of one year from the date of installation. In case of any defect reported, the same shall be replaced or repaired as per the warranty terms.

e)   We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited.

f)   We agree to accept the amount of the bill to be paid by ACCF after completion of all modal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.

g)   We shall strictly observe the laws against fraud and corruption in force in the country in competing in this bid and, if the award is made to us, in executing the subject contract.

SIGNATURE.   :

NAME & DESIGNATION   :

DATE   :

NAME & ADDRESS OF   :
THE FIRM

SEAL   :

ANNEXURE-IX: NON BLACKLISTING DECLARATION BY THE BIDDER

DECLARATION

*(To be typed in a non-judicial stamp paper and duly attested by Notary Public***)**

Tender Ref No:

For six months rate contract of……………………

1	Name of the bidder	
2	Full Postal Address	
3	Telephone No./Fax No.	
4	Email address	
5	Date of inception of business	
6	Registration no. & Date	
7	Issued by	
8	Valid till	
9	Details of manufacturing Facility & installed capacity (applicable for manufacturer bidder)	
10	I/ We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.	
11	There is no vigilance/anti-corruption or court case pending against me/us or any one of our director/partner/trustee/ at the moment.	
12	There are ready stock of at least 15 units of the quoted item with me/us and I/we can complete the supply within due date if the contract shall be awarded to us.	

I, _____Proprietor/   Partner   /Director   of   M/s

_____hereby declare that the information given in this form is true and

correct to the best of my knowledge & belief. I/we agree to the ACCF forfeiting the Earnest Money Deposit and/or

Performance Security Deposit and blacklisting us for a period of 3 years, if any information furnished by us proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

I offer to supply the items mentioned in the price bid (enclosed separately) at the rates quoted therein within the contract period.

Dated: Signature:

                                                        Name of the bidder:

                                                        Address:

Annexure-X

Annexure –I to Order No. F.No. 6/18/2019-PPD

UNDERTAKING COMPLYING TO CLAUSE NO. I. ABOVE

We M/s _____ have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully

For (type name of the firm here)
Signature of Authorized Signatory
Name:
Designation:
Phone No.:
Place:
Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE-XI: PRICE BID FORMAT
(Price not to be given in Technical Bid)

PRICE BID
(To be Submitted online on https://assamtenders.gov.in)

Tender No: ACCF/EPABX/2022-23/49

Sl. No.	Description	Qty	UoM	Basic rates inc installation charges & excluding GST.	Gst % (in%) i.e; 5%,12% etc.	Total value including GST.
1	EPABX System for 250 Users for Dibrugarh and Barpeta	2	Nos.			0
2	EPABX System for 100 Users for Lakhimpur, Kokrajhar, Jorhat, Tezpur, Darrang	5	Nos.			0
3	Digital Phone	7	Nos.			0
4	Analog Phone	800	Nos.			0
5	20 Pair Riser Cable	1300	Nos.			0
6	100 Pair MDF with Box	11	Nos			0
7	50 Pair MDF with Box	34	Mtr			0
8	Installation & Commissioning which includes Laying of Riser Cables, Punching of Cables, Configuration of Phones & PBX system with 1 year Remote Support for all 7 centers.	1	Nos.			0
					Total Value for comparative purpose (Rs.)	**0**

Note:-
1.Prices should be inclusive of all charges, i.e; transport, e-way bills, sundry items required for installation and commissioning.
2.Final payment shall be on the basis of actual supply at site.
3.To be submitted with the financial bid online only. Submission in any other means will lead to disqualification.

Signature of bidder

Date:

Place:

Name

Business Address

ANNEXURE-XII: CHECKLIST FOR TECHNICAL BID

Technical Bid Checklist

Pls ensure to submit following in the submitted bid:

Sl. No	Document	Page No.
1	Details of Tender Fee. (proof of payment)	
2	Annexure-I: List of quoted item(s)	
3	Annexure-II: Bid Form/Covering Letter	
4	Annexure-III: Details of item wise EMD submitted (proof of payment)	
5	Annexure-IV: Power of Attorney to sign the bid	
6	Annexure-V: Turnover Statement duly certified by the Auditor/Chartered Accountant in the format	
7	Document of Incorporation or Certificate of Registration / Incorporation.	
8	Self-Certified copy of the GST Registration Certificate & PAN	
9	Original literature/ or brochure on the model released/ issued by the manufacturer on the item offered in the bid	
10	Enclose General Manufacturer Authorisation for sale	
11	Annexure-VI: Compliance Statement of the quoted model(s) with respect to tendered Technical Specification and amendment (if any) thereof	
12	TEC Certification	
13	Annexure-VII: Performance Statement for supply of similar items along with Order Copies	
14	Annexure-VIII: Undertakings for various terms of the bid document	
15	Annexure-IX: Undertaking for non-blacklisting	
15	Annexure-X: Declaration for eligibility against OM by GoI	
16	Annexure-XI: Price Bid Format	
17	Annexure-XII: Checklist	
18	Annexure-XIV: Bank Guarantee format for Performance Security	
19	Annexure-XV: Draft Contract Agreement Form	

ANNEXURE-XIV: PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To
The Head Operations
Assam Cancer Care Foundation
Guwahati, Assam

Whereas………………………………………………………………………………(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No……………………………dated…………………….2019 to supply
(description of goods and services (hereinafter called "the rate contract").

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we have agreed to give the supplier such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ………………………………(amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for the entire period of warranty from the date of completion of order.

Signature of the bank

Seal
Date…………
Place…………..
Witness……………………………………….
…………………………………………………
(signature, name and address)

ANNEXURE-XV: DRAFT CONTRACT FORM

(To be stamped as an agreement in the court stamp paper valued Rs. 100/-)

This agreement made the …………………………day of……………………… 2022 between ACCF, Guwahati (hereinafter "the purchaser") of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter "the supplier") of the other part.

Whereas the purchaser is desirous that certain goods and ancillary services, viz. (brief description of goods and services) and has accepted the bid by the supplier for supply installation and commissioning of those goods and services in the sum of (contract price in words and figures) (hereinafter "the contract price").

And whereas the Supplier has deposited a sum of Rs …………………/- (Rupees …………), in the form of Bank Guarantee, issued form ………………………… having branch at Guwahati, before signing of this agreement as performance security deposit.

Now this Agreement witnesses as follows:

01. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

(a) the Technical Specifications,
(b) the Terms and Conditions of the Tender Document
(c) the Supplier's bid and original Price Schedules and
(d) the Purchaser's Notification of Award

02. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

03. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

SL. No.	Brief description of goods/services	Quantity to be supplied	Unit price	Delivery terms (FOB/CIF/FOR etc)

Total value:
Delivery schedule:

In witness whereof, the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said…………………… (for the purchaser)
in the presence of …………………………………………

Signed, sealed and delivered by the said …………………… (for the supplier)
in the presence of…………………………………………