

# **TENDER DOCUMENT**

**FOR**

**SIX MONTHS RATE CONTRACT OF DESKTOPS, FIREWALL, NETWORK  
SWITCHES, PHONES, BARCODE SCANNERS and SERVERS**

**TENDER NO: ACCF/IT ITEMS/21-22/29 Dated:27.10.21**

**Issued by:**

**ASSAM CANCER CARE FOUNDATION**

**3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,  
Guwahati – 781022, Assam Tel: 8959540828**

**E: [procurement@accf.in](mailto:procurement@accf.in) | W: [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org)  
e-tender website: <https://accf.procure247.com>**

## ASSAM CANCER CARE FOUNDATION

3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,  
Guwahati – 781022, Assam

Email: [procurement@accf.in](mailto:procurement@accf.in) | W: [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org)

Tender No. ACCF/IT Items/21-22/29

Dated:22.10.21

### 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 six months rate contract of item(s) as given below.

#### 1. Schedule of Events

Date of issue of bid	27/10/2021	
Pre-Bid Meeting (Offline & Online on Microsoft Teams)	02/11/2021	at 12.00 Noon
Closing Date & Time for Receipt of Bids	24/11/2021	at 3.00 P.M.
Technical Bids Opening.	24/11/2021	at 5.00 P.M.
Financial Bid Opening.	To be communicated	

#### 2. Key Information

Name of Items	Tender Fee	Qty	EMD (INR)	Delivery Period	Place of Delivery
High End Desktops	Rs.2000/-	40	24000	30 days	Various locations of ACCF Hospitals in Assam
Normal Desktops		30	18000		
Security Firewall		6	30000		
Network Switches 24 & 48 port, 48 Port PoE		100	110000		
Seqrite End Point Security (Cloud)		100	5000		
12 / 24 button digital phone		450	5000		
Caller ID analog phone					
Rack Server		14	350000		
Barcode scanners		42	7000		

3. The tender documents can be downloaded from the official web site of Assam Cancer Care Foundation (ACCF) i.e. [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org) and <https://accf.procure247.com>. The bidders are required to pay Tender Fees of Rs 2000/- (Rupees Two thousand only) and EMD amount mentioned at point 2 above against the quoted item(s) only along with the technical bid in the form of NEFT/RTGS, BG, FDR, Demand Draft drawn on a scheduled commercial bank having branch in Assam in favor of the "ASSAM CANCER CARE FOUNDATION, GUWAHATI". The Bidder is not allowed to make any modification in the tender document downloaded from the website. **Bank Details of ACCF:** Account Number- 37754113832,

State Bank of India, A/c Holder Name: Assam Cancer Care Foundation, IFSC Code- SBIN0003030,  
Type of Account- Current Account.

4. This is an e-tender. All tender documents, including Tender Fee/EMD, are required to be submitted online except Tender Fee/EMD if bidder chose to give it in hard copies. In case of hard instruments, it is the responsibility of the Bidder to ensure that their Tender Fee/EMD are submitted in the office of ACCF, Guwahati within the stipulated date and time as mentioned above. The Bidder may choose to send the Tender Fee/EMD bids by post or by courier. However, in no circumstances, ACCF will be held responsible for postal delay in delivery of EMD/Tender Fee. The fee received after due date and time shall be rejected and returned unopened. Other documents are required to be submitted online only.
5. Any queries with respect to Technical Specifications and/or tender terms and conditions, the bidders are required to submit in writing on/before the date of pre-bid meeting.
6. Any corrigendum/addendum related to this Tender may kindly be seen at <https://accf.procure247.com> or at the official website of ACCF ([www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org)). No separate communication shall be made in print media/e-mails.

S/d  
Head Operations, ACCF, Guwahati

### **TABLE OF CONTENTS**

Sl. No	Sections	Page No
1	Section-I: Instruction to bidders on e-tendering	4
1	Section-II: Tender Terms & Conditions	5-14
2	Section-III: Schedule of Requirements	15
3	Section-IV: Technical Specification	16
4	Section-V: Forms & Formats	18-36

## **SECTION-I: INSTRUCTIONS TO BIDDERS ON E-TENDERING**

### **General Instructions:**

To view the Tender Document along with this Notice and subsequently rate contract of the Tender Document and its supporting documents, kindly visit following e-Tendering website of Assam Cancer Care Foundation (ACCF): <https://accf.procure247.com>

The Bidders participating first time for e-Tendering on Assam Cancer Care Foundation (ACCF) e-tendering portal will have to complete the Bidder Registration Process on the e-Tendering portal. A link for enrolment of new vendors has been provided on the above link. All prequalified bidders interested in participating in the online e-Tendering process are required to procure Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's Digital e-Token.

If any assistance is required regarding e-Tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Assam Cancer Care Foundation (ACCF) e-Tendering Help Desk on: 9276860124 / 9824960061 or mail: [accf@tender247.net](mailto:accf@tender247.net) or [sales@procure247.com](mailto:sales@procure247.com)

### **Sox Months Rate Contract and Downloading of Tender Document**

The tender document is uploaded / released on the Assam Cancer Care Foundation (ACCF) website. Tender document and supporting documents may be downloaded from above link also. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

### **Preparation & Submission of Bids**

The Bids (Technical & Price bid) shall have to be prepared and subsequently submitted online in the e-Tender website of ACCF i.e. <https://accf.procure247.com>, within due date and time. Client has the right to summarily reject the Bids not submitted online.

## **SECTION-II: TENDER TERMS & CONDITIONS**

### **1. Bidder's Eligibility Criteria:**

- a) The bidder should be a single entity registered in India under relevant law and in business for more than 2 years as on 31<sup>st</sup> March 2021. Bidder has to submit incorporation documents e.g. Certificate of Incorporation/Registration, Partnership Deed, Trade License, etc.
- b) The bidder should either be a manufacturer or an authorized dealer or distributor of the manufacturer of the product. Both manufacturer and the authorized distributor/dealer can't participate for the identical item (i.e same make and model) in the bid. Manufacturer can authorize multiple nos. of agencies to participate in the tender for a product of same make and model. In support of this, bidder is required to submit general Authorization Letter issued from the manufacturer.
- c) The bidder should have a minimum average annual turnover of Rs 50 lakh (Rupees Fifty lakh) in the last 2 financial years (i.e. 2019-20 & 2020-21) from similar business. Bidder has to submit a Turnover Statement duly certified by the Auditor/Chartered Accountant in the format as given in **Annexure-V**.
- d) The Bidder should have experience of successfully executing minimum 2 (two) rate contract/supply orders for Computers and/or Computer peripherals to any Government/ Semi-Government organizations, Educational Institutions, UN Organizations, International NGOs and Public Sector Company during last 36 (thirty-six) months as on due date of submission of bid. For this purpose, single rate contract of IT Items for value more than Rs 1.00 lakh shall qualify. In support of this, the bidder shall furnish Performance Statement in the format enclosed as **Annexure-VII**.
- e) The bidder should not have been blacklisted or debarred from participating in any bid by the ACCF or by any Government (GoI/State/Central) agencies/bodies, PSUs or Urban Local Bodies.
- f) Bidders are requested to go through the OM No. F.No. 6/18/2019-PPD dated 23<sup>rd</sup> 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.

### **2. Signing and Submission of Bid**

- a) Bidder is required to submit the list of items quoted by him/her in Annexure-I.
- b) Bidder is required to submit Bid Form (Annexure-II) by its representatives authorised vide a duly executed Power of Attorney It is not required to submit whole tender document. In case of a proprietorship, Power of Attorney has to be signed by the proprietor; in case of a partnership, it has to be signed by all the partners or by any one

of the partners duly authorised by other partners; in case of a company, it has to be signed by the director or by any official duly authorised by the Board of Directors to do so. Format for the Power of Attorney is given in **Annexure-IV**.

- c) The bid should be submitted online within the date and time as stipulated in the NIT through website <https://accf.procure247.com/>. Whole physical copies of the bid is not required to be submitted, However, following **key documents** are required to be submitted physically on or before due date of submission of bid:
- (i) Power of Attorney for signing the bid (**Annexure-IV**)
  - (ii) EMD Instruments (if not deposited online)
  - (iii) Declaration of Non-blacklisting (**Annexure-IX**).
  - (iv) Undertaking/ Declaration against OM F.No. 6/18/2018-PPD dated 23<sup>rd</sup> July 2020 (**Annexure-X**)
- d) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the ACCF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- e) No Bid will be considered for acceptance unless the prescribed Tender Fee and EMD amounts in the prescribed manner and form is submitted along with the Technical Bid within the stipulated time by the Bidder.
- f) The Bidder is expected to examine all instructions, forms, terms & conditions and technical specifications in the bidding documents. Failure to furnish all information as required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
- g) The Bid documents should be down loaded and subsequently submitted (online only) by signing Bid Form as a token of acceptance of the terms and conditions mentioned therein.
- h) Bid or modifications to Bid received after the stipulated last date and hour of receiving the Bid will not be considered.
- i) ACCF takes no responsibility for delay, loss or non-receipt of the bid send through courier/post.
- j) Technical & Financial bids should be uploaded on <https://accf.procure247.com> within due date and time giving complete information as per conditions of the bid document. In this regard physical technical bid/price bid envelope or Telex/Telegraphic/ Fax bid/correspondence shall not be considered for acceptance.
- k) The Bid shall be completely filled in all respects and shall be submitted online on <https://accf.procure247.com/> with requisite information and Annexures. Any Bid incomplete in any respect shall be liable for rejection.
- l) If the space in the Bid or any schedule or Annexure thereof is insufficient, pages shall be separately added. These shall be consecutively page numbered and shall be signed by the Bidder and entered in the index of the Bid.

- m) This Bid is invited in Two Bid System. The Bid documents are invited in two parts i.e. Part-I for The Technical Bid & Part-II for Price Bid. Both the parts, completed in all respect are to be submitted on or before the stipulated time & date.
- n) **Technical Bid:** Each bidder shall prepare the technical bid in the manner prescribed in this document, complete in all respect. Each page of the bid document shall be numbered serially and signed by the authorised representative before being scanned and uploaded. The bids should be complete in all respect and incomplete bid shall be liable to rejection. Checklist for the Technical Bid preparation is given in Annexure-XI, indicating the list of documents to be furnished. Bidders whose technical bids are found substantially responsive will be informed accordingly for opening of their price bids.
- o) The prices must be quoted in Indian Rupees for both indigenous and imported make. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.
- p) The price comparison shall be of F.O.R. i.e. delivered and installed at consignee's location which is across the districts of state of Assam.

### 3. Bid Opening and Evaluation.

- a) 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.
- b) Item wise bid evaluation shall be made. 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.
- c) 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.**
- d) Any amendment or correction to the bid document shall be published in the website <https://accf.procure247.com/> or/and at [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org). No individual communication shall be made.
- e) 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.



- f) 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**.
- g)** 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.
- h)** 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.
- i)** 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.
- j)** 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.
- k)** 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.
- 4. Bid Validity:** The bid shall remain valid for 100 (hundred) 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. Money Deposit (Tender Fee and Bid Security)**

- a)** The bidder must furnish Tender Fee and EMD (bid security) of as mentioned at NIT Point No. 2 either online through NEFT/RTGS or through DD/FDR/BG with minimum validity of 120 (hundred twenty) days from due date of submission. Details of EMD submitted should be submitted in Annexure-III. Bank details of ACCF are as follows:

Account Number- 37754113832, State Bank of India  
A/c Holder Name: Assam Cancer Care Foundation,  
IFSC Code- SBIN0003030,



### Type of Account- Current Account

- b) If bidder chose to submit Tender Fee and EMD through BG/FDR then:
- (i) Bank Guarantee (BG) in the format as given at Annexure-XII issued by any of the scheduled commercial banks having branch in Guwahati in favour of ACCF, Guwahati. The BG shall have minimum validity of 120 days from the bid opening date.
  - (ii) Fixed Deposit Receipt with lien duly marked in favour of ACCF, Guwahati.
  - (iii) Bankers Cheque or Demand Draft drawn on any Scheduled Commercial Bank in favour of ACCF, Guwahati.
- c) Any bid without the required Tender Fee and EMD will be summarily rejected by ACCF, as non-responsive. Physical EMD and online EMD are required to be submitted on or before the due date & time of bid submission.
- d) The EMD amount of the unsuccessful bidders shall be returned within 45 days of signing of contract by successful bidder or submission of Performance Security by successful bidder.
- e) 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 (excluding taxes).
- 6. 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.
- 7. 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.
- 8. Performance Security:**
- a) Within 15 working days of the receipt of Notice of Award 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 the entire period of warranty.
- b) 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.
  - c) Failure of the successful bidder to comply with the requirement of Clause 7 & 8(a) 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.
  - d) 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.
  - e) 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 given at Annexure-XIII issued by any scheduled commercial bank having branch in Guwahati).

#### **9. Issue of Six Months Rate Contract and Delivery Schedule:**

Rates shall be valid for 06 months from the date of acceptance of tender or from the date of signing of agreement whichever is earlier. Qty mentioned at NIT Clause 2 is approximate and can increase or decrease. Six Months Rate Contract shall be issued by ACCF, within above 06 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 Rate Contract. During the rate validity period, accepted rates will not vary and Supplier is bound to supply the contracted items at the accepted rate contract. The Supplier shall complete the delivery of the entire ordered quantity as mentioned at NIT Clause 2 from the date of issue of Rate Contract. Validity of Rates can be increased by another 3 months on mutual consent. Qty as mentioned at NIT Clause 2 can be increase/decrease.

10. **Inspection and Testing:** 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.

#### **11. Warranty**

:

- a) 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.
- b) 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.
- c) 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.
- d) 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 Rate Contract may have against the supplier under the contract.
- e) The warranty for defective parts will begin de novo from the date of replacement.

## **12 . Reasonableness and Firmness of Contract Price:**

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

13. **Attempt to Influence Tender Decisions:** 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.

14. **Statutory Taxes/ Duties:**

- a) 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.
- b) 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.
- c) 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.

15. **Penalty for Delay & Non-performance:**

- a) 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 @ 2%(two percent) of delayed value of goods per week of delay or part thereof subject to maximum of 10%(ten percent) of the total order of value shall be imposed on the supplier.
- b) 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.

16. **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) Copy of Rate Contract.

#### **17. Force Majeure:**

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.

#### **18. 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.

#### **19. Termination of Contract:**

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.

#### **20. Settlement of Disputes:**

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).

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

**20. Laws Governing the Contract & Jurisdiction:**

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.

### SECTION-III: SCHEDULE OF REQUIREMENT

#### PART-I: ITEM, QUANTITY,

Name of Items	Tender Fee	Qty	Delivery Period	Place of Delivery
High End Desktops	Rs.2000/-	40	30 days	Various locations ACCF Hospital in Assam
Normal Desktops		30		
Security Firewall		6		
Network Switches 24 & 48 port, 48 Port PoE		100		
Seqrite End Point Security (Cloud)		100		
Phones (Digital & Analog)		450		
Rack Servers		14		
Barcode scanners		42		

#### 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 substantially. The rates quoted should not vary with the quantum of the order or the destination.

#### PART-II: SCOPE OF INCIDENTAL SERVICES:

- a) Certificate of Warranty (issued by the Manufacturer) are to be provided by the supplier.
- b) Installation and handing over
- c) Onsite service for breakdown

#### PART-III: DELIVERY TERMS & CONDITIONS

1	Purchaser	Assam Cancer Care Foundation, Guwahati
2	Place of Delivery & Installation	Delivery shall be required at ACCF office Guwahati, While installation may be required at the all 10 district location of Assam and consignee address shall be mentioned in the issued Rate Contract as per the readiness of ACCF Hospital.
3	Terms of Delivery	F.O.R. Destination



4	Delivery Period	Within 30 days from the date of issue of Rate Contract /work Order for IT Items.

## SECTION-IV: TECHNICAL SPECIFICATIONS AND QUANTITY

### **Item No. 1: High End Desktops**

Product Features		Generic Specifications
Processor	Processor	Intel i5, 10 <sup>th</sup> or 11 <sup>th</sup> Gen. >=3.6GHz, 8 Cores, 16MB Cache
On-board Graphics	Graphics Card Type	Integrated intel UHD Graphics
Memory	Type of RAM	DDR4
	RAM Size (GB)	8 or more
RAM Expandable up to (GB)	16 or more	
Storage	Hard Disk Drive Size	HDD >=500GB, 7200 RPM
Operating systems	Operating systems	Preloaded Windows 10 Pro (64 bit)
Ports	USB 2.0 or higher (No.)	>=2
	USB 3.0 or higher (No.)	>=2
	VGA Port	1
	HDMI Port	1
	Line Out	1
	Audio Combo	1
	Slots	PS/2 port for mouse & KeyBoard
Connectivity	Network Connectivity	Integrated 10/100/1000 Mbps Ethernet (RJ-45) connector
Display	Display Size (Inches)	19.5
	Display Resolution (Pixels)	1600 x 900 display or higher
Power	Power Supply	>=260W
Input	Keyboard and Mouse	USB Keyboard and Mouse (both from same OEM) PS/2
Warranty	Desktop	3 Years onsite warranty on Desktop

### **Item No. 2: Normal Configuration Desktops**

Product Features		Generic Specifications
Processor	Processor	Intel i3, 10 <sup>th</sup> or 11 <sup>th</sup> Gen, >=2.9GHz, 8 Cores, 16MB Cache
On-board Graphics	Graphics Card Type	Integrated intel UHD Graphics
Memory	Type of RAM	DDR4
	RAM Size (GB)	4 or more
	RAM Expandable up to (GB)	8 or more
Storage	Hard Disk Drive Size	HDD >=500GB, 7200 RPM
Operating systems	Operating systems	Preloaded Windows 10 Pro (64 bit)
Ports	USB 2.0 or higher (No.)	>=2
	USB 3.0 or higher (No.)	>=2

	VGA Port	1
	HDMI Port	1
	Line Out	1
	Audio Combo	1
	Slots	PS/2 port for mouse & KeyBoard
Connectivity	Network Connectivity	Integrated 10/100/1000 Mbps Ethernet (RJ-45) connector
Display	Display Size (Inches)	19.5
	Display Resolution (Pixels)	1600 x 900 display or higher
Power	Power Supply	>=260W
Input	Keyboard and Mouse	USB Keyboard and Mouse (both from same OEM) (PS/2)
Warranty	Desktop	3 Years onsite warranty on Desktop

### **Item No. 3: Security Firewall**

1	An Enterprise class firewall shall be installed in each of these hospitals for information security.
2	The security policy implementation will be done in consultation with the Client's team.
3	The Firewall shall adhere to the following specifications.
a	Gbps throughput with all policies turned on.
b	It shall process all data for all active services as a single stream to minimize delay and jitter, to ensure optimal performance for delay and jitter-sensitive applications, such as VoIP, High Definition video, and future real-time sensitive applications.
c	To prevent evasive tactics used by modern hackers and malware, the Firewall shall be port agnostic and analyze all data on all ports all the time for application identification.
d	To reduce administrative costs, overhead, and human error, Firewall shall simplify management by having a single tab for configuring policy for all running features, including application, user, and content id's. It shall be able to use all three identification methods in a single policy, to accept or deny traffic, packet shape, QOS, and Policy route traffic.
e	To maximize the granularity of security policies, the Firewall shall allow policy creation and enforcement based on, ingress and egress hardware port, ingress and egress software port, application identification, user identification, and content identification.
f	To prevent evasive users and applications from bypassing security functions, all product functions for IPS, Threat Prevention, APT and Anti-Virus, shall not require specific software port and protocol combinations for detection, mitigation, or enforcement.
g	The Firewall should include a Zero-Day threat prevention system that validates executable files passing through the firewall and provides automatic cloud-based behavioural threat analysis of unknown executable, and automatic signature creation to block delivery for executable files that are deemed dangerous by the analysis system.
4	The Firewall shall
a	Decrypt outbound and inbound SSL.
b	Provide application function control.
c	Deal with unknown traffic by policy.
d	Scan for viruses and malware in allowed collaborative applications.
e	Enable the same application visibility and control for remote users.
f	Deliver the same throughput and performance with all application controls active.
g	Provide edge security to separate Local Area Network from Public Internet.
h	Handle Intrusion Prevention/Intrusion Detection. Intrusion prevention and detection should be inbuilt in the Firewall.

i	Handle URL Filtering
j	Be able to handle multiple simultaneous VPN sessions (minimum 500 and scalable)
k	Be able to provide in-depth reporting as per the solution proposed.
l	Be able to limit or disable specific Applications, categories or traffic flows
m	Provide real time threat prevention
n	Support Minimum of 2 Gbps of MPLS/Internet traffic throughput
5	Be able to work with IETF/ITU/Broadband Forum Standards based protocols
a	Be VoIP Compliant
b	Be H323 Compliant
c	Be H225 Compliant
d	Support AAA protocol
e	Be Multi-cast Compliant
f	Be IPv4 and IPv6 compliant

#### **Item No. 4: Network Switches**

##### **Specification/Qualitative Requirement**

<b>1</b>	Core Switch should be configured to provide Wire-Speed Non-Blocking Switching, distributed forwarding and Routing Performance at Layer 2 and Layer 3 on all ports. The connected servers or switches should be attached using standard LACP for automatic load balancing and availability
<b>2</b>	Core Switch should have minimum 24 ports of 40G QSFP and min 24 Ports 10G SFP+ wire speed from day 1. Should support 100 G.
<b>3</b>	The ports on each core switch should be capable of supporting 1000Base-TX/1000Base-LX and 10G, 40G Direct-Attached Copper, 40G SR and 40G LR SFP+ connectivity options.
<b>4</b>	should support Unicast, Multicast routing and IPv4 and IPv6 routes. Switch should support IEEE for user authentications, accounting, RADIUS and TACACS.
<b>5</b>	Core Switches should support min 64K MAC addresses and min 4K active VLANs. The Core Switches should support full Layer 2 features like STP, RSTP, MSTP, LAG, LACP, ACL, QoS and IGMPv1/v2 from day 1.
<b>6</b>	Core Switches should support full Layer 3 features like PIM-DM/SM, OSPF, VRRP, PBR and BGP from day 1. The Core Switches should support full IPv6 features like MLDv1/v2, OSPFv3, VRRPv3, BGP4+ and IPv6 management from day 1.
<b>7</b>	Should support security features like standard / extended ACLs, based on port and/ or time. The switch should have control plane policing feature to filter the unwanted traffic entering the CPU queues
<b>8</b>	Should support MAC address filtering based on source and destination addresses. The switch should support Non Stop Routing (NSR) / NSF / Graceful Restart/Hitless failover
<b>9</b>	Each core switch must have Virtual Output Queuing or have minimum 8 or more Hardware QoS Queues to avoid head of line blocking/prioritizing multicast for live streaming in critical applications like PACS, HMIS, CCTV etc
<b>10</b>	Switch should support CLI, SSHv2, telnet for management
<b>11</b>	Switch should support SNMP v1, v2 & v3 for management. It should be manageable with any standard EMS/NMS.

<b>Specifications and Configurations (48 Port Layer 2 Switch)</b>	
<b>1</b>	Access Switch should have 48 ports of 100/1000 RJ45 and minimum 2 ports of 10G (2 SFP+ for uplink).
<b>2</b>	The Access switch should support VLANs.
<b>3</b>	The Access Switch should support minimum stacking up to 4 units. Cost of the stacking modules/Ports should be included.
<b>4</b>	The Access Switches should support link aggregation across the stack.

5	The connected servers or switches should be attached using standard LACP for automatic load balancing and high availability.
6	The Access Switch should support full Layer 2 features like STP, RSTP, MSTP, LAG, LACP, ACL, QoS.
7	The Access Switch should support basic L2 features like IPv4 & IPv6 static routing.
8	The Access Switch should support IPv6 management features like IPv6 ping, IPv6 trace route, IPv6 Telnet, IPv6 TACACS, IPv6 DNS, and IPv6 RADIUS.

### **Item No. 5: Segrite End Point Security (Cloud)**

1	Offers malware protection that is certified by leading industry certifications
2	Protects from ransomware attacks and automatically takes backup of files.
3	Email Protection
4	Detects malicious network activities to exploit application vulnerabilities and blocks intruder attempts.
5	Monitors inbound and outbound network traffic based on rules
6	Blocks malicious sites.
7	Blocks phishing sites.
8	Spam Protection
9	Blocks sites as per its categories.
10	Enforce policies regarding the use of storage devices, mobile and portable devices, wireless devices, network interfaces connected to endpoints.
11	Monitor compliance to enterprise security policies on each endpoint. Enforce control over the use of unauthorized applications within the network
12	Gives total visibility of hardware and software running on endpoints, helps to track software/hardware changes on endpoints.
13	Clean junk files and delete invalid registry/disk entries to improve performance of endpoints
14	Prevents data loss by monitoring confidential and user defined data shared through removable devices, network or various applications.

### **Item No. 6: Phones**

Product	Features
12 / 24 button digital phone	12 & 24 Programmable Function Keys with LEDs Backlit LCD Display with Interactive Softkeys Full Duplex Speaker
	Dual Color Call Indicator Lamps Wall Mountable
	Call Transfer Mute
	DND
	Speed Dialing Missed Calls
Caller ID analog phone	corded analog phone 24 hours talk time caller ID support
	3 display lines
	1 polyphonic ringtone

### **Item No. 7: Servers**

Component	Specification
Form factor	2U Rack Mountable with rails.
Chassis Bays	Atleast 16 x 2.5-inch SAS/SATA/NVMe or more

Processor Make and Configuration	Two Socket motherboard presently to be populated with two CPUs-Intel Xeon 16 or more Core Silver Series 4314 or higher processor with speed 2.4 GHz or higher and 24 MB cache or higher.
Chipset	Intel C621 Series (or higher) on supported Motherboard
RAM Size (GB)	Total 64 GB or higher DDR4 -ECC 3200 MT/s or higher RAM. Provision for future scalability up to 8TB Minimum 32 DIMM Slots
Hard Disks & Drive Bays	Minimum 2 X 2.4TB 10K RPM SAS Drives and 2x M.2 SSDs 480 GB
Graphics	Should support graphics card
Network Ports	Minimum 2 x 10G + Minimum 2 x 1G Ethernet Ports.
Ports	Minimum 3 nos. USB 2.0/ USB 3.0 and dedicated management port, 1x VGA
PCI Slots Expansion Slots	Minimum 8 x PCIe Gen4 slots (up to 6 x16)
Storage Controller	SATA/NLSAS/SAS/SSD hard disk supported controller with RAID 0,1,5,10 support
Power Supply and Fan Redundancy	The system should be configured with hot swappable redundant power supplies and fans (N+1 redundancy) 800W or More
Console	Supported with technology to attach to KVM
Input Devices	USB Keyboard and USB Mouse of same OEM
Display	Same make 19.5" LED Monitor, Anti glare with Resolution 1600 x 900 or higher
Warranty	Three years onsite comprehensive OEM warranty with hardware support. 3-year product warranty should reflect in the support web site of the OEM.
Power	230V+/- 10% Single phase AC, 50 Hz
Environmental Compliance	Should have environmental compliance as per Industry Standards.
Operating System	Licensed Microsoft windows Server Standard 2019 OS. Server should support Microsoft Window Server, Enterprise Linux, VMWare etc.
Market position	Wherever the preferred vendors are not mentioned client will accept products that are present in Gartner's Magic Quadrant of the last three years and which meets the requirements mentioned in the RFP.

### **Item No. 8: Barcode Scanner**

Sl No.	Specifications
1	Premium corded 1D/2D scanner:
2	1D/2D printed or electronic barcodes
3	Have PRZM Intelligent Imaging and 800 MHz microprocessor to instantly capture dense, tiny, curved, poorly printed, shiny, crinkled, faded, distorted, dirty or damaged barcodes
4	Should have housing for maximum protection against the spread of infection
5	Provide visual feedback for successful scans
6	Withstand constant disinfecting — and supports the widest range of harsh disinfectants

7	Support Day and night mode with vibrate Integrated lamp
8	Shall proper patient identification with the ability to capture photos of faces and other identifying marks
9	Enables cost-effective real-time inventory visibility throughout the hospital, ensuring timely ordering of mission critical supplies
10	Have the ability to capture and append electronic versions of documents to patient files — from insurance cards and driver's licenses to healthcare proxies
11	Ability to scan the barcode on a meal tray



## SECTION-V: FORMS & FORMATS

### ANNEXURE-I: List of Items Quoted

Sr No.	Name of the item	Quoted (Yes/No)	Quoted Model No. and Mfg. name	Country of Origin	Qty quoted	EMD Amount submitted
1	High End Desktops					
2	Normal Configuration Desktops					
3	Security Firewall					
4	Network Switch 24 , 48 port & 48 port PoE					
5	Seqrite End Point Security (Cloud)					
6	12 / 24 button digital phone					
7	Caller ID Analog phone					
8	Rack Server					
9	Barcode Scanners					

Signature of the Bidder/Authorised Representative

## **ANNEXURE-II: BID FORM /COVERING LETTER**

Date:

To  
The Director  
Assam Cancer Care Foundation,  
Guwahati, Assam

Ref: Tender No. **ACCF/IT ITEMS/21-22/29**

Sir,

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

1. ....
2. ....
3. ....(Pls mention the quoted products here)

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 5 (five) days of receipt of Notice of Award and sign the contract.

We agree to abide by this bid for a period 100 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 this is a six months rate contract and ACCF reserves the right to vary the PO quantities and also not bound to place any Rate Contract.

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	2000/-	No..... Issuing Bank..... Date of issue.....
EMD		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: ----- **“SIX MONTHS RATE CONTRACT OF IT Items”** 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 \_\_\_\_ 200\_\_

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	2019-20	
2	2020-21	
<b>Average Annual Turnover in last two years</b>		

**The Average Annual Turnover in last two financial years is Rupees.....(in words)**

Date:  
Place:

Signature of Auditor/ Chartered Accountant  
(With Official Seal)

UIDN: xxxxxxxxxxxxxxxx

## ANNEXURE-VI: TECHNICAL SPECIFICATION COMPLIANCE STATEMENT

### TECHNICAL SPECIFICATION COMPLIANCE STATEMENT

**Item No. 1:** (Pls mention name of the quoted model and line by line compliance of specs, attache detailed technical datasheet of specs)

Bid Specification (Para wise)	*Bidder's Compliance – Para wise	**Page No. of the technical brochure where the compliance is mentioned

Signature of the Bidder/Authorised Representatives

**Item No. 2:** (Pls mention name of the quoted model and line by line compliance of specs, attache detailed technical datasheet of specs)

Bid Specification (Para wise)	*Bidder's Compliance – Para wise	**Page No. of the technical brochure where the compliance is mentioned

**Item 3 and so on bidder need to add pages and rows as per the requirement.**

## 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)

Name and address of the Bidder:

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

Signature and Seal of the Bidder

<sup>1</sup> Bidder must submit the rate contract/ PO copy.

<sup>2</sup> 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

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. 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 codal 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 5 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

### PRICE BID

**(To be Submitted online only)**

Sl. No.	Make & Model of the item quoted by the Bidder	Base Price per unit (inclusive of inland transportation, insurance and other incidentals) (in Rs)	Taxes (all applicable taxes) (in Rs)	Total Price per unit (in Rs)
1	High End Desktops			
2	Normal Configuration Desktops			
3	Security Firewall			
4	48 Port Layer 2 Switch			
5	Seqrite End Point Security (Cloud)			
6	48 Port PoE+ Layer 2 Switch			
7	24 Port Layer 2 Switch			
8	12 / 24 button digital phone			
9	Caller ID analog phone			
10	Rack Server			
11	Barcode Scanners			

Signature of bidder

Date:

Name

Place:

Business Address

### NOTE:

- Prices are FOR Destination.
- Bidder is not allowed to make any changes in the format.
- Bidder is not allowed to propose options/alternative bids

## **ANNEXURE-XII: CHECKLIST FOR TECHNICAL BID**

### **Technical Bid Checklist**

Pls ensure to submit following in the submitted bid:

Sl. No	Document	Page
1	NEFT/RTGS/DD towards the cost of Tender Fee.	
2	Annexure-I: List of quoted item(s)	
3	Annexure-II: Bid Form/Covering Letter	
4	Annexure-III: Details of item wise EMD submitted	
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	Annexure-VI: Original literature/ or brochure on the model released/ issued by the manufacturer on the item offered in the bid	
10	Annexure-IX: 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	Annexure-VII: Performance Statement for supply of similar items along with Order Copies	
13	Annexure-VIII: Undertakings for various terms of the bid document	
14	Annexure-IX: Undertaking for non-blacklisting	
15	Annexure-X: Declaration for eligibility against OEM by GoI	
15	Annexure-XI: Price Bid Format	
16	Annexure-XII: Checklist	
17	Annexure-XIII: Bank Guarantee format for EMD	
18	Annexure-XIV: Bank Guarantee format for Performance Security	
19	Annexure-XV: Draft Contract Agreement Form	



### **ANNEXURE-XIII: EMD (BID SECURITY) FORM (BANK GUARANTEE)**

To  
The Head Operations  
Assam Cancer Care Foundation  
Guwahati, Assam

Whereas..... [name of bidder] (hereinafter called "the bidder") has submitted his tender dated ..... (date) for the six months rate contract of..... (hereinafter called "the bid").

**KNOW ALL MEN by These Presents that we ..... of ..... having registered office at .....**  
(hereinafter called "the bank") are bound up to ACCF, Guwahati (hereinafter call "the purchaser") in the sum of ..... for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said bank this ..... day of ....., 2021.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
  - (a) fails or refuses to execute the contract form, if required or;
  - (b) fails or refuses to furnish the Performance Security, in accordance with the clauses of the tender.

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 30 (Thirty) days after the period of bid validity or as it may be extended by the purchaser and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank

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

## **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..... 2021 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 six months rate contract 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.....