

TENDER DOCUMENT
FOR
SIX MONTHS RATE CONTRACT OF LAPTOPS

TENDER NO: ACCF/IT/LAPTOPS/21-22/22 Dated: 28/06/2021

Issued by:

ASSAM CANCER CARE FOUNDATION
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Guwahati – 781022, Assam Tel: 8959540828
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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

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Tender No. ACCF/IT/LAPTOPS/21-22/22

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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	28/06/2021	
Pre-Bid Meeting (Offline & Online on Microsoft Teams)	5/07/2021	at 12.00 Noon
Closing Date & Time for Receipt of Bids	15/07/2021	at 3.00 P.M.
Technical Bids Opening.	15/07/2021	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
Six Months Rate Contract for Laptops	Rs.500/-	30	15000	30 days	ACCF Guwahati HO

- The tender documents can be downloaded from the official web site of Assam Cancer Care Foundation (ACCF) i.e. www.assamcancercarefoundation.org and <https://accf.procure247.com>. The bidders are required to pay Tender Fees of Rs 500/- (Rupees five hundred) 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.
- 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). No separate communication shall be made in print media/e-mails.

S/d
Head Operations, ACCF, Guwahati

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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 or sales@procure247.com

Six 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.

Pls insert complete info. It is available with other tenders.

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 31st 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. However, 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 25 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 laptops/desktops/tablets 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 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.
- g) Technical bid shall also be evaluated based on the past Service performance. If past performance and service provided are not satisfactory and not up to the mark than ACCF may reject the technical bid.

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 23rd 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. 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 with the 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 (including 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 5 (five) 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 (Including 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 later. 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 increased/decreased by 25%.

- 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, EMD AND TENDER FEE

(Amount in Rupees)

Sl. No.	Name of Item	Approx Qty. (Unit)	EMD (INR)	Tender Processing Fee
1.	Six Months Rate Contract for Laptops	30	15000/-	Rs 500/- Non-refundable

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.

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

PART-III: DELIVERY TERMS & CONDITIONS

1	Purchaser	Assam Cancer Care Foundation, Guwahati
2	Place of Delivery & Installation	Across all districts of Assam and consignee address shall be mentioned in the issued Rate Contract.
3	Terms of Delivery	F.O.R. Destination
4	Delivery Period	Within 20 (twenty) days from the date of issue of Rate Contract Order for laptops.

SECTION-IV: TECHNICAL SPECIFICATIONS

Item No. 1: Laptops

S.No.	Product Features		Generic Specifications
1	Processor	Processor	11th Generation Intel® Core™ i3-1115G4, 6 MB Cache or higher
2	On-board Graphics	Graphics Card Type	Integrated Graphics Card
3	Memory	Type of RAM	DDR4
		RAM Size (GB)	8
		RAM Expandable up to (GB)	32
		RAM Speed (MHz)	3200 MHZ or Higher
4	Storage	Hard Disk Drive Size	>= 512 GB, PCIe NVMe
5	Operating systems	Operating systems	Preloaded Windows 10 Pro(64 bit)
6	Ports	USB 3.0 or higher (No.)	Minimum 2 ports
		USB Type C	Yes
		RJ-45 Ethernet port	Yes
		HDMI Port	Yes
7	Audio	Speakers	Integrated Stereo
8	Connectivity	Network Connectivity	Integrated 10/100/1000 Mb/s Ethernet (RJ-45) connector
		Wi - Fi Connectivity	Wi-Fi 6 (WiFi 802.11ax) or higher
		Bluetooth	Yes
9	Display	Display Size (Inches)	14-inch Anti-glare
		Display Resolution(Pixels)	1366 x 768 display or higher
10	Additional features	Webcam	Integrated HD Camera or Better
11	Miscellaneous	Weight (With Battery) (Kg)	<=1.6Kg
		Backpack	Yes
12	Keyboard	Backlit	Optional
13	Power	Battery Back -up (Hours)	>=5 hours,3 Cell or higher
14	Warranty	Laptop and Battery	3 Years onsite warranty on Laptop and 1 year on battery

SECTION-V: FORMS & FORMATS

ANNEXURE-I: List of Items Quoted

Tender No.: ACCF/IT/Laptops/2021-22/22

Sr No.	Name of the item	Quoted (Yes/No)	Quoted Model No. and Mfg. name	Country of Origin	Qty quoted	EMD Amount submitted
1	Six Months Rate Contract for Laptops				30*	

*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

Date:

To
The Director
Assam Cancer Care Foundation,
Guwahati, Assam

Ref: Tender No. ACCF/IT/Laptops/2021-22/22

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	500/-	No..... Issuing Bank..... Date of issue.....
Laptop		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 ofas 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/IT/LAPTOPS/21-22/22** “**SIX MONTHS RATE CONTRACT OF LAPTOPS**” 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	
Average Annual Turnover in last two years		

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

Date:
Place:

Signature of Auditor/ Chartered Accountant
(With Official Seal)

UIDN: xxxxxxxxxxxxxx

ANNEXURE-VI: TECHNICAL SPECIFICATION COMPLIANCE STATEMENT

TECHNICAL SPECIFICATION COMPLIANCE STATEMENT

Item No. 1: Laptop, Quoted Model:(Pls mention name of the quoted model)

S.No.	Product Features		Generic Specifications	Deviation, if any
1	Processor	Processor	11th Generation Intel® Core™ i3-1115G4, 6 MB Cache or higher	
2	On-board Graphics	Graphics Card Type	Integrated Graphics Card	
3	Memory	Type of RAM	DDR4	
		RAM Size (GB)	8	
		RAM Expandable up to (GB)	32	
		RAM Speed (MHz)	3200 MHZ or Higher	
4	Storage	Hard Disk Drive Size	>= 512 GB, PCIe NVMe	
5	Operating systems	Operating systems	Preloaded Windows 10 Pro(64 bit)	
6	Ports	USB 3.0 or higher (No.)	Minimum 2 ports	
		USB Type C 3	Yes	
		RJ-45 Ethernet port	Yes	
		HDMI Port	Yes	
7	Audio	Speakers	Integrated Stereo	
8	Connectivity	Network Connectivity	Integrated 10/100/1000 Mb/s Ethernet (RJ-45) connector	
		Wi - Fi Connectivity	Wi-Fi 6 (WiFi 802.11ax) or higher	
		Bluetooth	Yes	
9	Display	Display Size (Inches)	14-inch Anti-glare	
		Display Resolution(Pixels)	1366 x 768 display or higher	
10	Additional features	Webcam	Integrated HD Camera or Better	
11	Miscellaneous	Weight (With Battery) (Kg)	<=1.6Kg	
		Backpack	Yes	
12	Keyboard	Backlit	Optional	
13	Power	Battery Back -up (Hours)	>=5 hours,4 Cell	
14	Warranty	Laptop and Battery	3 Years onsite warranty on Laptop and 1 year on battery	

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/IT/LAPTOPS/2021-22/22**

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

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/IT/LAPTOPS/2021-22/22**

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 on <https://accf.procure247.com/>)

Tender No: ACCF/IT/LAPTOPS/2021-22/22

Sl. No.	Make & Model of the item quoted by the Bidder	Country of Origin	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	Laptop Computer				

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	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	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 OM 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, 2020.

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 theday of..... 2020 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.....