

ASSAM CANCER CARE FOUNDATION (ACCF)  
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down-town Hospital,  
Guwahati – 781022, Assam Ph: +91-90852 02020  
E: procurement@accf.in | W: [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org)

**FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF “Kitchen Equipment” IN NEWLY  
CONSTRUCTED CANCER CARE HOSPITALS AT IFFERENT LOCATIONS IN ASSAM**

**Ref: ACCF/Kitchen Equipment/2021-22/23 Date 16.08.2021**  
**CORRIGENDUM No. 2**

Date: 14.09.2021

**Amended BoQ is also uploaded for price bid. Bidders need to fill the price in the amended BoQ only.**

**Bid submission date extension:**

Sr.No.	Tender Clause No	Existing Term	Amendment
1	Important Dates of e-Tender	<ul style="list-style-type: none"><li>- Last Date &amp; Time of online bid submission <b>Date: 15.09.2021, Time: 1530 Hrs</b></li><li>- Submission of key-documents in originals. <b>Date: 15.9.2021 Time: 1600 Hrs</b></li></ul>	<ul style="list-style-type: none"><li>- Last Date &amp; Time of online bid submission <b>Date: 22.09.2021, Time: 1530 Hrs</b></li><li>- Submission of key-documents in originals. <b>Date: 22.9.2021 Time: 1600 Hrs</b></li></ul>

Other Amendment /Clarification are mentioned below (since BoQ has also been revised, the revised BoQ shall prevail in case of any further query or conflict. Bidders be informed accordingly):

S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
1	BOQ(BRAND or its Equivalent) L2,L3 locations both	As per your tender in BOQ you mention the brand name MASTER EQUIPMENT in List of Approved / Preferred Makes list most of the items are fabricated and customized product. Likewise we are also one of the leading companies in India especially in the field of customized products. So please this is request to you please add our brand (Our brand name is "Kitchen Concepts")	Wherever "Master Equipment" is mentioned, the same should be read as "Custom Fabricated". Kindly refer to revised BoQ.
2	BOQ(Sr No.71,WI4,WALKIN COOLER AND FREEZER) L2 Locations	2. Item No. 71 - WI4 - WALK-IN COOLER – In BOQ you mention the two sizes but in specification sheet you mention only one size so kindly clarifies this is combo Cooler for both are Different.	Kindly refer to revised BoQ.
3	BOQ(Sr 115)and Specification Sheet(clause 7.2.12 & clause 7.2.10)	Item No. 115 - WI4 - WALK-IN COOLER – In BOQ and Specification sheet you mention two sizes. So please clarify which size we quote as per BOQ or as per Specification sheet.	Kindly refer to revised BoQ.
4	BOQ(BRAND or its Equivalent) L2,L3 locations both	As per your BOQ in many items you mention you required Equivalent make kindly clarify that can we quote our make.	Bidder can quote brand which is fulfilling all technical specifications as per of tender. Kindly refer to revised BoQ. It shall be equivalent to the mentioned brand.
5	BOQ(L2 Sr. No.14,40,95,120,131) (L3 Sr.No.4)	Item Name - GARBAGE BIN – Kindly mention the capacity of the bin.	Kindly refer to revised BoQ.
6	BOQ(BRAND or its Equivalent) L2,L3 locations both	Preference of Brand for the Fabricated Equipment mentioned in BOQ. Master Equipment. Master Equipment Pvt. Ltd is also one of the many manufacturers and suppliers of Kitchen Equipment in the Country. It is not a Brand. There is no logic for other manufacturers to quote and supply Master Equipment where as they themselves can manufacture such equipment. Hence such	Wherever brand "Master Equipment" is mentioned, the same should be read as "Custom Fabricated".Kindly refer to revised BoQ.

S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
		equipment should be marked. "Custom Fabricated" in place of Master Equipment	
7	EMD Clause No.2.6.3 NIT & Tender Fee Clause No.2.5	We are the registered vendors in MSME and NSIC - Kindly clarify this certificate is applicable in your department for EMD and Tender Fee Exemption	Bidder need to submit the EMD as mentioned in the bid.
8	EMD Clause No.2.6.3 NIT & Tender Fee Clause No.2.5	We are keen to participate in the subject tender in your esteemed institution. Accordingly, we would like to inform you that, we are registered under MICRO SMALL & MEDIUM ENTERPRISES vide UAN No.WB06A0001133(Notarised legible photocopies of Udyam Registration Certificate UDYAM-WB-06-0000983 dated 18 th Jan 2021. In terms of column No-15,of Udyog Aadhar Certificate, UAN No.WB06A0001133 dated 28/11/2017 and Govt of India Guidelines, we are exempted from payment of earnest Money Deposit(EMD) and cost of tender sets free of cost. As such, we would urge you to kindly clarify, if the exemption clause for payment of EMD and cost of Tender sets can be made applicable for us. Besides this, whether the preference for MSME Registered firm will also be applicable for us. This may kindly be clarified at the earliest.	Bidder need to submit the EMD as mentioned in the bid.
9	EMD Clause No.2.6.3 NIT & Tender Fee Clause No.2.5	This refers to your tender for kitchen equipment, we wish to know that we are NSIC registered and EXEMPTED from EMD and TENDER DOCUMENT COST. Are we Exempted..? Please confirm,	Bidder need to submit the EMD as mentioned in the bid.
10	2.6.3.6 The EMD shall be valid for a period of not less than 30 days beyond the date of bid validity (total 210 days from bid closing date) and which may be extended further on mutual consent.	2.6.3.6. EMD Validity of 210 days is too long a period considering the challenges of pandemic.	Bidder need to submit the EMD as mentioned in the bid.
11	7.A. 4 Warranty & Maintenance (7.A.4.3 If it is found that to meet the	Any extra items which are required while installation/commissioning of kitchen equipments at various	It is clarified that under warranty and CMC, spare parts shall be

S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
	performance criteria, any extra equipment is required the same will be provided free of cost by the supplier. )	sites, but are not included in the BOQ, an extra payment will be charged.	provided by the vendor without any extra cost. However, if any extra equipment (over & above the BoQ), required, then same shall be at extra cost. Kindly refer to revised BoQ.
12	7.A. 4 Warranty & Maintenance: (7.A.4.7 Minimum 5 years warranty period from the date of original installation for walk-in refrigeration system.)	Minimum 05 years warranty period is asked for walk in refrigeration system from the date of original installation which is not reasonable and acceptable. It is requested to make it for 03 (Three) years.	Accepted. Minimum 2 years warranty for all items including WIC and WIF.
13	4.A. 2 Prescribed Timeline (4.2.3. CMC/AMC period (wherever applicable)-7 years CMC after warranty)	On the other hand the CMC may also please be lowered to 05 years instead of 07 years.	Accepted. Minimum 2 years warranty for all items and thereafter 5 years CMC to be quoted.
14	4.A. 2 Prescribed Timeline (S No. 4.2.3 CMC/AMC period (wherever applicable)-7 years CMC after warranty)	4.2.3. AMC Period of 7 years to be considered. Some vital accessories may not be available at the later end of the AMC in the event of discontinuing of a product by OEM	Accepted. Minimum 2 years warranty for all items and thereafter 5 years CMC to be quoted.
15	6.7.4 The cost of CMC and AMC shall be as follows unless asked for quote: - AMC will be 1% and CMC would be 3% of the Work Order/ Purchase Order Value (excluding GST). Thereafter, 3% increase every year over previous year value. Applicable GST shall be paid extra against valid GST Invoice.	6.7.4 1% for AMC and 3% for CMC with 3% increase per year should be increased.	CMC is required to be quoted by bidder(s). It is clearly mentioned at Clause 6.7.4 that if AMC/CMC prices are not asked then only 1% and 3% rates are applicable. Hence, in this tender, CMC rates are required to be quoted.
16	7.A. 4 Warranty & Maintenance 7.A.4.3 If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.	7.A.4.3 Any extra item if required for performance criteria, will be supplied at an extra cost. It will not be provided free of cost.	It is clarified that under warranty and CMC, spare parts shall be provided by the vendor without any extra cost. However, if any extra equipment (over & above the BoQ),

S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
			required, then same shall be at extra cost.
17	7.A. 4 Warranty & Maintenance 7.A.4.7 Minimum 5 years warranty period from the date of original installation for walk-in refrigeration system.	7.A.4.7 Minimum 5 year warranty for Walk in Refrigeration is not acceptable, This will also have the same warranty as other equipment.	Accepted. Minimum 2 years warranty for all items including WIC and WIF.
18	4.A. 2 Prescribed Timeline(4.2.1 Completion of Installation and Commissioning.60 days2 from date of issuance of Work Order.)(2To be decided by the TIE from case to case basis)	Period of completion of installation and commissioning as fixed for 60 days from the date of issuance of work order is considered very less especially for L/3 locations/hospitals, keeping in view of the issuance of COVID 19 guidelines & restrictions issued by the govt besides fulfilling all other statutory obligations, as applicable. It is requested to kindly re-consider the period and extend the period of completion of at least 120 days for L/3 Locations/Hospitals.	No Change. considering overall project timeline.
19	4.A. 2 Prescribed Timeline(S No.4.2.1 Completion of Installation and Commissioning.-60 days2 from date of issuance of Work Order.(2 To be decided by the TIE from case to case basis)	4.2.1. Completion period of 60 days also too less considering the number of sites	No Change. considering overall project timeline.
20	7.A. 3Incidental Services:(7.A.3.1 All incidental work including civil, electrical or mechanical work required for installation of the System will be the responsibility of the Contractor. )	As pe the clause 7A.3.1, All incidental works including civil, electrical or mechanical work required for installation of the system will be the responsibility of the contractor. We are the manufacturer of commercial kitchen equipment and concerned with installation of kitchen equipment only. We shall fabricate the kitchen equipment as per the specification and will provide the drawing of electrical and plumbing points as per approved layout. As such the work as per above clause should be executed by the concerned civil ,electrical contractors.	Client will provide Electrical, Plumbing and Drainage system in the kitchen. However, selected kitchen vendor shall specify the exact requirement to the civil team of ACCF for timely execution. Any minor civil work to fix kitchen equipment, if required inside the kitchen, shall be the responsibility of Kitchen vendor.

S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
21	6.3.7 All incidental work including civil, electrical or mechanical work required for installation of the System will be the responsibility of the Contractor. The contract price as offered in the price bid and agreed shall be all inclusive. No separate payment shall be made other than the contracted price. 7.A.3.1 All incidental work including civil, electrical or mechanical work required for installation of the System will be the responsibility of the Contractor.	6.3.7 / 7.A.3.1 All incidental Civil/Mechanical/Electrical work in the scope of the Vendor. please clarify	Client will provide Electrical, Plumbing and Drainage system in the kitchen. However, selected kitchen vendor shall specify the exact requirement to the civil team of ACCF for timely execution. Any minor civil work to fix kitchen equipment, if required inside the kitchen, shall be the responsibility of Kitchen vendor.
22	7.A.3.1 All incidental work including civil, electrical or mechanical work required for installation of the System will be the responsibility of the Contractor.	Also I have seen that you have mentioned that the civil, electrical & plumbing works related to the installation is under customer scope but according to my suggestion if the civil electrical & plumbing work is done by the supplier then it will create lots of problem in the future for servicing the equipment. In addition if you will hire some local supplier/contractor to do the civil, electrical & plumbing work then it will be good for maintenance as they can come in very short time. In addition I would like to inform you that you can ask your contractor to do a Centrally Drainage System in all the kitchen area as it is required to maintain hygienic manner	Client will provide Electrical, Plumbing and Drainage system in the kitchen. However, selected kitchen vendor shall specify the exact requirement to the civil team of ACCF for timely execution. Any minor civil work to fix kitchen equipment, if required inside the kitchen, shall be the responsibility of Kitchen vendor.
23	2.2.2 Preference to Local MSME Unit: Preferences under Procurement Preference (Amendment) Policy, Assam, 2017 shall be given only to local (registered in Assam)	2.2.2 Pref. to MSME with condition of preference to MSME in Assam. Then why national tender is floated.	No Change. These are State specific policies.
24	5.1.2The Bidder should have experience of successful execution of similar assignments/contract of value	5.1.2 EMD. No reference of exemption to MSME registered units whereas Government provides exemption to MSME Units in submission of EMD.	No Change. Bidder need to submit EMD as per tender.

S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
	(cumulative total) not less than Rs 2.00 Crs (Rupees two Crores) of supply, installation and commissioning of “Kitchen Equipment” of any Government, PSU or Corporate Hospital/Hotel during last three financial years i.e., 2018-19, 2019-20, 2020-21. The Work Order copies in support of that in last 3 financial years to be furnished (As per Format T9). Client satisfactory certificate shall also need to be submitted along with the work order copies. Authorized Dealer or Distributor can participate (for that Bidder need to submit the authorization from OEM for major items). Bidders need to fulfill all the eligibility criteria.		
25	2.20.1 Before opening of the Price Bid, if it is decided by the TEC for certain cases to have a demonstration of the equipment/materials/components for assessing the compliance to the technical specification as indicated in Section-VII, then the bidder shall arrange for demonstration of offered items (of the same make & model as offered in the bid) at a mutually agreed location, either directly or through authorized Dealer /Distributors, as the case may be. Bidder shall not be paid any amount	2.20.1 Demonstration of Equipment not applicable for our trade. All Equipment are of Commercial in nature and many of them custom fabricated. However we can arrange for Factory Inspection and also site inspection of an existing client for performance of equipment.	No Change. Inspection may be done at the a mutually agreed location. Tender inviting authority can ask samples also to check the quality.

S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
	towards expenditure, if any, incurred by the Bidder for organizing the demonstration.		
26	2.8.1 The bid must remain valid for minimum period of 180 days from the last date of submission of bid. The Tender Inviting Entity as non-responsive shall reject a bid valid for a shorter period (less than 180 days).	3.3. Bid Validity of 180 days is too long a period for the same reasons as of EMD. There is continuous increase in the prices of raw material due to after effect of covid and lockdown.	No Change.
27	6.3.8. Detailed site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier. 7.A.3.2 Detailed site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.	6.3.8 / 7.A.3.2. Detailed Site Plan and System Layout Plan including Civil and Electrical Work in the scope of Supplier. Is it a complete turnkey work. Please clarify	Client will provide Electrical, Plumbing and Drainage system in the kitchen. However, selected kitchen vendor shall specify the exact requirement to the civil team of ACCF for timely execution. Any minor civil work to fix kitchen equipment, if required inside the kitchen, shall be the responsibility of Kitchen vendor.
28	6.9.1 The Contractor have to impart on-site training to the medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution.	6.9.1. Training to Medical Staff to be amended as Kitchen Staff	6.9.1 The Contractor have to impart on-site training to the Kitchen staff & Maintenance/nominated staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution.
29	6.17.5 Liquidated Damages:- If the contractor fails to install the system within the time frame(s) prescribed in the contract, ACCF shall, without	6.17.5. LD Clause should be levied on the portion of contract not delivered and not on the whole contract	6.17.5 Liquidated Damages:- If the contractor fails to install the system within the time frame(s) prescribed in the contract, ACCF shall, without



S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
	prejudice to other rights and remedies available to it under the contract, deduct from the Work Order price as liquidated damages, a sum equivalent to 1% of the value of the Work Order to be supplied and (or) installed, per each week of delay or part thereof until actual commissioning or performance subject to a maximum of 5%. ACCF reserves the right to allow an additional penal period of 3 (three) weeks beyond the normal penal period (5 weeks) on the written request of the Contractor with the condition that liquidated damage @ 2% on the delayed order value will be charged for each week or part thereof during the extended penal period.		prejudice to other rights and remedies available to it under the contract, deduct from the Work Order price as liquidated damages, a sum equivalent to 1% of the value of the unexecuted Work Order and (or) installed, per each week of delay or part thereof until actual commissioning or performance subject to a maximum of 5%. ACCF reserves the right to allow an additional penal period of 3 (three) weeks beyond the normal penal period (5 weeks) on the written request of the Contractor with the condition that liquidated damage @ 2% on the delayed order value will be charged for each week or part thereof during the extended penal period.
30	6.18.5 Termination for convenience: - The Tender Inviting Entity reserves the right to terminate the contract, in whole or in part for its convenience, by serving 30 days written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the TIE. The notice shall also indicate inter alia, the extent to which the Contractor's performance under the contract is	6.18.5. Termination for convenience. In such a case, the condition should clarify the equipment already manufactured/procured for the contract apart from those already supplied.	Clause 6.18.5- Termination for Convenience is deleted.

S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
	terminated, and the date with effect from which such termination will become effective.		
31	6.20.1 If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.	6.20 Fall Clause not applicable to us. Same equipment may be of different specifications/terms of business and the price may vary for the same equipment of two different persons.	It is clarified that Fall Clause doesn't apply in case different specification equipment are supplied at different cost. However, if same equipment in similar quantity is supplied at a lower cost within a financial year (or say within a year from the date of issue of PO), then Fall Clause is applicable.
32	Technical specifications/BOQ	I have gone through the tender detailed specification for ACCF. I have seen that the Kitchen Equipment that you have mentioned in the documents is of very high category which is generally used by 5 Star & 7 Star hotels. And the maintenance cost & running cost is also very high. I think for the hospital kitchen it is totally waste of money. As the professional kitchen needs professional workers who can operate that type of kitchen which indirectly effect you're running cost. We have already completed kitchen of this type at Deepsikha Cancer Foundation, Mlrza and also we have completed Dispur Hospital, Apollo Hospital & Goenka Nursing Home Kitchen. So according to my suggestion you can consider the regular commercial kitchen which is generally used by Hospitals. If you are interested then I will give you the complete layout	No Change. Kindly refer to revised BoQ.

S.No.	BID clause no.	Query raised/ Request for Changes	Clarification/Amendment
		plan along with the BOQ according to your kitchen layout.	

Sd

Head Procurement