



Tender Ref No. ACCF/Kitchen Equipment/2021-22/23 Date 16.08.2021

e-TENDER DOCUMENT

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

ASSAM CANCER CARE FOUNDATION

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

Table of Contents

| | |
|--|----------------------|
| SECTION I..... | 5 |
| 1. Introduction | 5 |
| SECTION II | 7 |
| 2. General Instructions to Tenderer (GIT)..... | 7 |
| SECTION-III | 26 |
| SECTION IV | 27 |
| 4. Schedule of Requirement | 27 |
| SECTION V | 29 |
| 5. Eligibility Criteria | 29 |
| SECTION VI | 31 |
| 6. GENERAL CONDITIONS OF CONTRACT | 31 |
| SECTION VII..... | 47 |
| 7. TECHNICAL SPECIFICATIONS..... | 47 |
| SECTION -VIII..... | 49 |
| 7. FORMATS FOR SUBMISSION OF BID (Technical Bid) | 49 |
| SECTION -IX..... | 64 |
| 9. ANNEXURES (Documents to be executed by the successful bidder) | 64 |
| <u>INSTALLATION CERTIFICATE</u> | <u>69</u> |



ASSAM CANCER CARE FOUNDATION

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

NOTICE INVITING TENDER

Tender Reference No.: **ACCF/Kitchen Equipment/2021-22/23**

Online Bids through e-Tender portal <https://accf.procure247.com> are invited from eligible bidders for supply, installation, testing and commissioning of “**Kitchen Equipment**” in the newly constructed cancer care hospitals of ACCF in Assam:

1. Important Dates of e-Tender

| Sl. No. | Particulars | Date and Time |
|---------|--|---|
| 1. | Date & Time of release of Bid | Date: 16.08.2021 Time: 1500 Hrs |
| 2. | Date & Time of Pre-bid meeting | Time: 1500 Hrs Date: 20.8.2021 Venue: Online at MS Team (Link shall be uploaded) |
| 3. | Due date and time for submission of Pre-bid meeting queries in writing or vide E-mail. (pls give both excel and PDF) | Date: 20.8.2021 Time: 1400 Hrs E-mail: procurement@accf.in |
| 4 | Last Date & Time of online bid submission | 07.09.2021, 1530 Hrs |
| 5 | Submission of key-documents in originals. | Date: 7.9.2021 Time: 1600 Hrs |

| | | |
|---|--|--|
| 6 | Technical Bid Opening (online) | After one hour of above last date and time |
| 7 | Demonstration of selected Equipment / Material/Item . (if Tender Inviting Entity decidedso) | To be informed to those bidders whose bids are found to be technically responsive based on documents furnished in technical bid. |
| 8 | Date of opening of Price Bid (Online) | To be informed to the qualified bidders |

2. Brief Schedule of Requirement & Other Details

| Sl. No. | Brief Description of Item | Location of the Hospital | Bid Security/ EMD (In Rs) | Timeline for Execution of Work | Tender Processing Fees (in Rs) |
|---------|--|---|--------------------------------|--|--------------------------------|
| 1 | Supply, Installation, Testing and Commissioning of “Kitchen Equipment” | <u>Hospitals:</u> 1. <u>L2 BARPETA</u> 2. <u>L2 DIBRUGARH</u> 3. <u>L2 SILCHAR</u> 4. <u>L2 Diphu</u> 5. <u>L3 TEZPUR</u> 6. <u>L3 DARRANG</u> 7. <u>L3 LAKHIMPUR</u> 8. <u>L3 JORHAT</u> 9. <u>L3 KOKRAJHAR</u> | 5,00,000/- (Rupees Five Lakhs) | Within: 60 days of issue of site wise Work Order | Rs 2,000/- |

The bid document with all information relating to the bidding process including eligibility criteria, bid evaluation, bid submission and other terms & conditions are available in the e-Tender Portal <https://accf.procure247.com>. The bid document is also available at website: www.assamcancercarefoundation.org. The bidder has the option to bid for one or more locations of its choice. ACCF reserves the right to accept or reject any part thereof or all the bids without assigning any reason thereof.

Sd/
Authorized Signatory
Assam Cancer Care Foundation

SECTION I

1. Introduction

1.A. 1 About Tender Inviting Entity

1.A.1.1 Tata Trusts have signed an MoU with Government of Assam (“GoA”) to optimally plan, design and implement a distributed hierarchy of cancer care facilities. The distributed care model was conceptualized by the Trusts and the Government of Assam to create patient-centric cancer institutions to deliver standardized and affordable care closer to patients’ homes (hereinafter referred to as “Program”). The Program is expected to benefit 50% of cancer patients in Assam by 2021. Currently, one apex hospital handles a cancer patient’s journey end-to-end. Smaller centres in different regions, interlinked with the apex centres, are proposed to be set up to handle diagnosis and care, and to shift load away from apex hospitals. This will bring high-quality cancer care closer home for patients and reduce their financial burden. Infrastructure development is being supplemented with plans to develop trained human resources, awareness and prevention programs, and a unified technology platform to deliver high-quality care.

1.A.1.2 The Program is being implemented through a special purpose vehicle called Assam Cancer Care Foundation (“ACCF”). ACCF is a company registered under Companies Act, 2013 with license under section 8(1) of the Act. The registered office is situated in Guwahati, Assam. Assam Cancer Care Foundation is a joint partnership between the Government of Assam and Tata Trusts. It was set up in December 2017 to create a first-of-its-kind, three-level cancer grid in the state.

1.A. 2 Scope of the Bid

1.A.2.1 The Assam Cancer Care Foundation (ACCF) intends to procure different medical equipment, instrument, furniture and other provisional items, centrally through an open tendering process to equip all its Cancer Care Hospitals being constructed at different locations in the State of Assam.

1.A.2.2 Bids are invited for the supply, installation, Testing and commissioning (including training) of Kitchen equipment, the details of which are mentioned in **Section IV** (Schedule of Requirement), as required for different cancer care hospitals being constructed by ACCF.

- 1.2.3. The main objective of this tender is to select a single or multiple suitable bidder(s) who shall provide a high-quality goods and services including after sale service at a competitive rate. The selected bidder(s) shall be awarded the contract to commission Kitchen Equipment for all the selected Hospitals within schedule time.

1.A. 3 Online Submission of Bid

- 1.A.3.1 The bid documents published by Assam Cancer Care Foundation, Guwahati in the e-procurement portal <https://ACCF.procure247.com> will appear in the “**Latest Active Tender**”. The Bidders/ Guest Users can download the Bid documents only after the due date & time of release. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the NIT after which the same will be removed from the list of “**Latest Active Tender**”.
- 1.A.3.2 **Portal Registration:** The bidder intending to participate in the ACCF bid for first time is required to **register in the e-Tender portal** <https://ACCF.procure247.com>. A link for enrolment of new bidder has been provided on the portal. All eligible 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 or verification purpose and another for Encryption or Decryption purpose. The tender should be prepared and submitted online only by an individual duly authorised by the bidder on the e-Tender portal using Digital e- Token.
- 1.A.3.3 **Logging to the Portal:** The Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate RevocationList (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
- 1.A.3.4 The bidder can download the bid of his / her choice and undertake the necessary preparatory work **off-line** and upload the completed bid at their convenience before the closing date and time of submission.
- 1.A.3.5 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: Harsh@tender247.com or tapan@tender247.com
- 1.A.3.6 **Preparation of Bid:** The detail guideline for preparation of bid is mentioned at General Instruction to Tenderer- **Section-II (Clause 2.3, 2.5 & 6.17)**

SECTION II

2. General Instructions to Tenderer (GIT)

2.A. 1 Definitions and Abbreviations

2.A.1.1 Definitions:

The following definitions, which have been used in these documents, shall have the meanings as indicated below

- i) “Government” means either Central or State or both
- ii) “Consignee” means the Hospital/Institute/Entities/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- iii) *Tender Inviting Entity* is Assam Cancer Care Foundation.
- iv) “Contract” means the written agreement entered into between the Tender Inviting Entity and/or consignee and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc.
- v) “Day” means calendar day.
- vi) *User Institutions* are the healthcare institutions associated with ACCF for which equipment under this bid is procured.
- vii) “Earnest Money Deposit” (EMD) means bid security/ monetary or financial guarantee to be furnished by a bidder along with its bid or proposal.
- viii) “Goods” means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated software, industrial plant etc. which the Contractor is required to supply to the Tender Inviting Entity under the contract.
- ix) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- x) “**Key Documents**” are the documents as defined under clause 2.14.6 to be

- submitted in original(hardcopy) within due date as mentioned in NIT
- xi) “Ordering Entity” OR “Purchasing Entity” means an entity entitled for issuing PO to the Contractor(s) by virtue of the contract for supply of equipment.
 - xii) “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it.
 - xiii) “Purchasers” or “Purchasing Entities” are the entities entitled to purchase vide the contract.
 - xiv) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, testing, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the Contractor covered under the contract.
 - xv) “Contractor” is the winning bidder with whom the contract is signed for supplied and installation of the tendered item(s).
 - xvi) Tender Inviting Entity is the entity that has issued the tender inviting bids from the eligible parties. Here the tender Inviting Entity is “ACCF”.
 - xvii) “User Institution” is the health facility where the equipment is installed for uses.

2.A.1.2 Abbreviations

| S. No. | Abbreviation | Expansion |
|--------|--------------|---|
| 1 | ACCF | Assam Cancer Care Foundation |
| 2 | AMC | Annual Maintenance Contract |
| 3 | AERB | Atomic Energy Regulatory Board |
| 4 | BG | Bank Guarantee |
| 5 | BL | Bill of Lading |
| 6 | BoQ | Bill of Quantities |
| 7 | CD | Custom Duty |
| 8 | CGST | Central Goods and Services Tax |
| 9 | CMC | Comprehensive Maintenance Contract |
| 10 | CIF | Cost, Insurance and Freight |
| 11 | CIP | Carriage and Insurance Paid |
| 12 | DP | Delivery Period |
| 13 | DDP | Delivery Duty Paid named place of destination |
| 14 | FOB | Free on Board |
| 15 | FOR | Free on Rail |
| 16 | GST | Goods and Services Tax |

| | | |
|----|-----------|---|
| 17 | GIT | General Instruction to Tenderer |
| 18 | GCC | General Condition of Contract |
| 19 | HOD | Head of the Department |
| 20 | INCOTERMS | International Commercial Terms as on the date of tender opening |
| 21 | IGST | Inter-state Goods and Services Tax |
| 22 | LC | Letter of Credit |
| 23 | NIT | Notice Inviting Tender |
| 24 | SCC | Special Conditions of Contract |
| 25 | SIB | Special Instruction to Bidder |
| 26 | TED | Tender Inviting Document |
| 27 | SGST | State Goods and Services Tax |
| 28 | OE | Ordering Entity |
| 29 | TIE | Tender Inviting Entity |
| 30 | WO | Work Order |

2.A.2 Contents of the Bid Document:

This “Bid Document” contains the following:

| Section | Section Heading |
|--------------|--------------------------------------|
| | Notice Inviting Tender |
| Section-I | Introduction |
| Section-II | General Instruction to Tenderer |
| Section-III | Tender Details |
| Section-IV | Schedule of Requirement |
| Section-V | Eligibility Criteria |
| Section-VI | General Conditions of Contract (GCC) |
| Section-VII | Technical Specifications |
| Section-VIII | Formats for Submission of Bid |
| Section-IX | Annexures |
| | |

- 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) MSMEs for supply of the goods manufactured and services rendered by the unit in Assam.

2.A.3 Bid Document:

- 2.A.3.1 The detailed technical specifications and tender terms & conditions governing the supply, installation, commissioning and the after sales service of the tendered equipment/installations are contained in this “**Bid Document**”.

- 2.A.3.2 The bid document shall be made available in the e-Tender portal for downloading. Bidder shall submit Tender Processing Fee (mentioned in Section III) as described in **Clause 2.6** and non-submission of the same shall be one of the bidding

process. The **documents to be submitted** online is mentioned in **clause 2.16**.

- 2.4.1 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for un amendable printed literature, shall be signed by the authorized person or persons signing the bid along with the seal of the bidder.
- 2.4.2 **Language of Bid:** The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Entity, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 2.4.3 The bid (in English Language only) for the supply of equipment mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature shall be furnished.
- 2.4.4 The documentary evidence regarding past performance shall be submitted along with the Bid duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.
- 2.4.5 Bidder shall submit a declaration letter as per the format given as Format T5 and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.
- 2.4.6 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 2.4.7 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Entity and (or) on e-Tender Portal. However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received on time by the Tender Inviting Entity.

2.5 Payment for e-Tenders (Tender Processing Fee & EMD)

- 2.5.1 The Tender Processing Fee and EMD shall be paid by the bidder in the following manner:
 - 2.5.1.1 The Tender Processing Fee of Rs 2,000/- (Rupees Two Thousand Only) shall be

furnished by the bidder either in the shape of Demand Draft (DD) from any scheduled bank in India drawn on “Assam Cancer Care Foundation, Guwahati” or vide online transfer/NEFT which should be submitted along with the technical bid as proof of payment. Non-payment of the processing fee shall render the bid liable for rejection.

2.5.1.2 The bidder can furnish the EMD (i.e., Bid Security) amount in either of the form given below:

- a) Demand Draft or Fixed Deposit Receipt (FDR) duly lien marked in favour of Assam Cancer Care Foundation or
- b) Irrevocable Bank Guarantee (BG) issued in favour of Assam Cancer Care Foundation by any scheduled bank in India as per the format given in **Annexure-V**.
- c) Online payment (NEFT/RTGS/IMPS)

2.5.1.3 The bidder has to submit (online) the scan copy (in PDF format) of the DD or BG drawn in favour of ACCF towards Processing fee and EMD along with other documents as required for technical bid on or before the due date and time of submission of technical bid.

2.6.2.5 However, the bidder has to submit the original instrument of the Tender processing Fee & EMD(s) in a sealed envelope along with other **key documents** as mentioned elsewhere in this document to be submitted to the Tender Inviting Entity on or before the due date of submission of “**Key Documents**” as mentioned in the NIT.

2.6.2.6 The bidder is solely responsible to ensure that originals of these key documents reach in the office address of ACCF within due date as mentioned in the NIT. The bidder may choose to submit the original key documents either by hand or vide courier or postal service in the office address of the ACCF. However, the Tender Inviting Entity (i.e., ACCF) shall no way be responsible for any delay caused by the courier or postal agency. The sealed envelope containing the original key documents including original instruments (GB/DD/FDR) towards Tender Processing Fee & EMD should be clearly super scribed as “**Key Documents, Tender Reference No.**” along with name and address of the bidder.

2.6.2.7 The bank details of ACCF are given below for **online payment** of Processing Fee and EMD. The bidder has to upload the document in support of the online payment of the Processing Fee and EMD along with the technical bid.

| | |
|--------------------|------------------------------|
| Beneficiary | Assam Cancer Care Foundation |
| Bank | State Bank of India |

| | |
|------------------|------------------|
| A/C no. | 37754113832 |
| Branch | Dispur, Guwahati |
| IFSC code | SBIN0003030 |

2.6.3 Earnest Money Deposit (EMD):

- 2.6.3.1 The amount of EMD to be submitted for the item(s) tendered by the bidder is mentioned at **Section III** and Non- submission of EMD as mentioned in **Section III** shall be one of the primary reasons for rejection of the offer in the first round.
- 2.6.3.2 Total EMD amount shall depend on the item(s) the bidder chooses to bid. There is only single EMD (of Rs. 5 Lakh) irrespective of no. of sites quoted.
- 2.6.3.3 EMD of unsuccessful bidders will be discharged/ returned within 30 days of finalization of tender.
- 2.6.3.4 The successful bidder's EMD will be discharged upon the bidders' signing the contract and furnishing the performance security.
- 2.6.3.5 No interest will be paid for the EMD submitted.
- 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.
- 2.6.3.7 The EMD will be forfeited, if a bidder.
- Misrepresents facts or submit fabricated / forged / tampered /altered / manipulated.
 - Withdraws bid after opening of technical bid.
 - A successful bidder, fails to sign the contract after issuance of Letter of Intent/Award
 - Fails to furnish required performance security after issuance of Letter of Intent/Award.

2.6 Deadline for Submission, Modification & Withdrawal of Bid

- 2.6.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date and time for online submission and the Tender Inviting Entity shall not be held liable for the delay.
- 2.6.2 The Tender Inviting Entity may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Entity and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.
- 2.6.3 The bidder can modify or withdraw bids submitted online before the last date & time for online submission. No modification, substitution or withdrawal shall be allowed during the period between last date and time of bid submission till the

expiry of bid validity.

2.8. Period of Bid Validity

- 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).
- 2.8.2 ACCF, if required, may request in writing seeking the consent of the bidder for an extension to the period of bid validity. In case of such extension of the bid validity the bidder shall also be requested for the extension of the bid security accordingly.
- 2.8.3 Non-compliance of agreed terms and conditions after the execution of agreement or after issuance of Work Order will lead to invoking of penal provisions and may also lead to blacklisting/debarring of the successful bidder.
- 2.8.4. Withdrawal of bid during its validity period shall result in forfeiture of EMD .

2.9 Rejection of Bid(s):

- 2.9.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in **Clause 5.1 of Section-V**.
- 2.9.2 At any point of time, the Tender Inviting Entity reserves the right to reject the bid if the bidder fails to fulfill the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in the required format of the tender and demonstration (wherever required) to the satisfaction of Tender Inviting Entity. Location for the demonstration will be decided as per mutual understanding and convenience of both the party. The affidavit (Format T5), Manufacturer's Form / Manufacturer's Authorization Form (Format T6 / T7 as per the case) must be uploaded with the relevant signature (s) and seals as sought in the format.
- 2.9.3 Conditional or partial acceptance of tender term and conditions or imposition of additional terms and conditions by the bidder shall be liable for rejection;
- 2.9.4 **Conflict of Interest:** The bidders found to have conflict of interest with any other bidder(s) participated in the bid shall be disqualified and their bids shall be rejected. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or

- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.

2.9.5 No **alternative bids** shall be allowed the bid shall be liable for cancellation in case of an alternative bid.

2.10 Notices

2.10.1 ACCF shall publish the following information on its website or e-Tender portal at the appropriate time as part of ensuring transparency in the bid process. No separate publishing will be made in newspapers. Bidders are requested to go through online website/portal time to time for updated information.

- a) The bid notices, documents, corrigendum, addendum etc., if any.
- b) Amendments to the bid conditions, if any, especially after the pre-bid meeting.
- c) Results of the responsiveness of the technical bids.
- d) List of bidders qualified for demonstration of equipment (wherever required) and reasons for rejection of unqualified bidders.
- e) Results of the demonstration of the equipment, reasons for rejection of equipment and list of bidders qualified for price bid opening.
- f) Final List of technically qualified bidders.
- g) Summary of Online price bid opening

2.10.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract

2.10.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

2.11 Other Terms and Conditions

2.11.1 All the terms and conditions in respect of warranty/guarantee, CMC/AMC, Training,

etc., mentioned in **Section-IV & VII** shall be complied with.

2.11.2 **Technical Specifications and Standards:** The Goods and incidental Services to be provided by the successful bidder under the contract shall conform to the technical specifications and quality control parameters mentioned in **Section VII** of this document.

2.11.3 The Contractor shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, any other taxes and duties.

2.11.4 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Entity will have the right to do so.

2.12 Pre-Bid Meeting

2.12.1 A pre-bid meeting will be convened on the date and time as specified in the Notice Inviting Tender to clarify the doubts of the prospective bids. ACCF reserves the right to amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to encourage a fair and competitive bidding process.

2.12.2 Pre-bid meeting is called by the Tender Inviting Entity to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process. Response to pre-bid queries, if any, by the Tender Inviting Entity (TIE) shall be based on the written letters from the prospective bidders. However, TIE has the liberty to respond only those queries it feels necessary to respond.

2.12.3 It is an opportunity for the prospective bidder to obtain all the details about the bid items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document. The bidders are requested to submit their queries in writing (letter or E-mail) day before the pre-bid meeting.

2.12.4 It is also an opportunity for the Tender Inviting Entity to assess the market and obtain feedback on the technical specifications/features etc., as requested/proposed by the user Institutions, so as to make amendments in the bid document, if required, on the basis of feedback and expert advice.

2.12.5 Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items bided and the bid conditions.

2.12.6 Filled up Bids will be accepted (Online) only after the date of pre-bid meeting.

2.13 Amendment of Bid Documents

2.13.1 At any time prior to the deadline for submission of Bid, the Tender Inviting Entity may, for any reason, modify the bid document by amendment and publish it in e- tender portal & website of ACCF.

2.13.2 The Tender Inviting Entity shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Entity for information/general notices/amendments to bid document etc. on a day-to-day basis till the bid is concluded before submission of bid.

2.14 Submission of Bid

2.14.1 The bids are to be submitted on-line in two parts (i.e., technical & price bid) separately via the e-Tender portal. Each process in the e-tender is time stamped and the system can detect the time of log in of each user including the Bidder.

2.14.2 PART-I as TECHNICAL BID shall be submitted online (only) in the e-Tender portal with all the required documents as mentioned in Clause-2.17.

2.14.3 PART II as PRICE BID (in the required Format) shall be submitted online only. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e- Tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive. Multiple price bid submission by bidder shall lead to cancellation of bid.

2.14.4 The bidder should check the system generated confirmation statement on the status of the submission.

2.14.5 **Signing of Bid:** The bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the EMD/ Bid Security shall stand forfeited & shall be liable for recommending for blocking of portal registration and blacklisting.

2.14.6 In addition to online submission of bids the bidder is also required to submit hard copies of some **key documents**, and which should reach the Tender Inviting Entity within due date and time as mentioned in NIT. Non-submission of such “Key Documents” shall render the bid liable for cancellation. In this tender the **key documents** are:

- a) Original Instrument with respect to payment of Tender Processing Fee in

form of Demand Draft, if not paid online.

- b) Original Instrument with respect to payment of EMD, if paid in form of DD or BG or FDR.
- c) Original Power of Attorney document authorizing the signatory for the Bid.
- d) Declaration by the Bidder (As per Form T5)
- e) Manufacturer's Authorization Letter – in case the bidder is the authorized Importer / distributor of OEM) (As per Form-T7)

2.14.7. The original key documents to be submitted to Tender Inviting Entity by the bidder in a sealed envelope clearly super scribed on it the tender details (i.e., Title and Reference No & date of the tender) and address of the Bidder within due date and time, falling which the bid shall be rejected.

2.15 Resubmission of Bid

2.15.1 All bid uploaded by the bidder to the e-procurement portal will be encrypted. The encrypted bid can only be decrypted / opened by the authorised openers on or after the due date and time.

2.15.2 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

2.15.3 Resubmission of bid shall require uploading of all documents including price bid a fresh.

2.15.4 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

2.15.5 The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Tender Inviting Entity citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

2.15.6 The bidder should avoid submission of bid at the last moment to avoid the system failure & the like.

2.16 List of Documents in Bid Submission:

2.16.1 The list of documents (Scanned documents to be uploaded online in PDF format) as a part of Technical Bid (PART I) is as mentioned below:

- a) Tender Processing Fee [(Scanned copy of the DD or details of NEFT/RTGS in PDF)]
- b) Format – T1 (Check List)
- c) Format – T2 (Details of Items quoted)

- d) Format – T3 (Details of EMD submitted Scanned copy of the DD/FDR / BG in PDF)
- e) Format – T4 (Details of Bidder)
- f) Format – T5 (Declaration Form)
- g) Format – T6 (Manufacturer’s Form – in case the bidder is the OEM)
- h) Format – T7 (Manufacturer’s authorization Form – in case the bidder is not the OEM)
- i) Format – T8 Certificate of annual audited statements for 2017-18, 2018-19 & 2019-20 (Provisional statement of account shall not be considered) issued by Chartered Accountant.
- j) Format-T9 (Performance Statement during the last three Years)
- k) Copies of Work Orders & end user certificates in support of the information furnished in Format T-9
- l) Format – T10 (Statement of deviation – Technical Specification)
- m) Format – T11 (Para-wise compliance to Technical Specification)
- n) Copy of the Leaflets / Technical Brochures / Product Data Sheets of the Model offered in support of the information provided in Format – T11
- o) Copy of Quality Certificates (valid BIS/ CE/ US FDA/ IEC, etc. & ISO) of the product/ organization (As per Section VII - Technical Specification).
- p) Copy of the GST registration certificate and PAN
- q) Copy of incorporation document i.e., Certificate of Incorporation Registration Certificate /Deed of Partnership.

2.16.2 No price information to be furnished in the Technical Bid.

2.17. Opening of Technical Bid

2.17.1 The technical bid opening is online. The date of technical bid opening is published in advance. The date of opening of price bid will be decided after demonstration (if so decided by Tender Inviting Entity) for those bidders who qualify in the technical bid evaluation and shall be informed in advance.

2.17.2 The on-line opening of the technical bid and the price bid shall be done by ACCF or its authorized representatives as per bid schedule. The prospective bidders or their representatives can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. ***Bidders or their representative shall not be present in person at the time of the opening of either technical or price bids.***

2.17.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.

2.17.4 In the event of the claims in the on-line documents are materially missing or of

substantial error or unqualified for want of required qualifications, the bid shall be rejected. *However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Evaluation Committee so as to ensure qualification of maximum number of competitive offers to the final round.*

2.17.5 The Bidder shall be responsible for properly uploading the relevant documents in the format specified in the e-Tender portal in the specific location and ACCF shall not be held liable for errors or mistakes done while submitting the on-line bid.

2.17.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation etc. of the equipment/item by the bidders, if sought for.

2.18 Evaluation of Bid

2.18.1 Tender Evaluation Committee (TEC):

- a) The documents submitted as part of the technical bids shall be scrutinized by a duly appointed Tender Evaluation Committee. Non-submission of Tender fee and EMD shall amount to rejection of bid.
- b) The Tender Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency, etc.
- c) The decisions of the Tender Evaluation Committee on whether the bidders are responsive or non-responsive will be published.

2.18.2 Technical Committee (TC):

- a) The demonstration (wherever required) shall be conducted by a Committee called the "Technical Committee" in which external experts from the user or other reputed institutions may also be present.
- b) The composition of technical committee may vary with the type of the equipment to be procured.
- c) The decisions of the technical committee will also be published.

2.19 Complaint and Clarification.

2.19.1 TEC of ACCF may seek clarification or additional information from the bidders in writing (Email or post), if felt necessary, based on the evaluation findings or any representation, objection or complaint as the case may be duly received from general public including those who have participated in the tender within a period of 7 days

(or more as may be decided by the ACCF) from the date of opening of online technical bid.

2.19.2 The Representations/ Objections/ Complaints against any bidder should be self certified and accompanied by credible and foolproof evidence before submitting to the TIE.

2.19.3. In case of a complaint or allegation lodged by any other bidder against a participating bidder without any substantial and credible evidence but just to delay and interfere in the process, made by any other bidder participated in the bid the same shall be taken seriously and the complainant may be disqualified for delaying and interfering in the process.

Note: Credible and fool proof evidence means, a certified copy of the order if it is a court case. If otherwise blacklisted, banned or de-recognized for any specified period, such order must appear in the website or accompanied by an authenticated copy of the order to that effect.

2.19.4 The Tender Evaluation Committee shall first review the Representations / Objections/ Complaints against any bidder received by it. In case the Representations / Objections/ Complaints are found to be correct and factual in nature before taking any action parties shall be given an opportunity of being heard, if found necessary.

2.19.5 No Representations/ Objections/ Complaints shall be entertained, if it is not filed within the meaning and scope of above clauses and any such Representations/ Objections/ Complaints received thereafter shall be summarily rejected.

2.20 Demonstration of Technical Specifications & Performance:

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 towards expenditure, if any, incurred by the Bidder for organizing the demonstration.*

2.20.2 Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the TEC of ACCF, will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening.

2.20.3 The right of the Tender Inviting Entity to inspect, test and, if necessary, reject the

goods after its arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by its technical representatives during demonstration as mentioned above. However, the ground of rejection needs to be recorded with evidence that the item supplied are not in conformity with the technical specification as prescribed.

2.21 Price Bid Opening

2.21.1 The opening of the price bid shall be done online by the ACCF through its authorized representative/official and only the Price Bids of those qualified in the technical evaluation successfully.

2.21.2 Price offered shall be in Indian Rupees only. Price should be quoted for the supply, installation, training (wherever necessary) and successful commissioning of the accessories and fulfillment of warranty/guarantee and after sales service to the satisfaction of the user Institution/facility.

2.21.3 Bidder shall quote prices in all necessary fields in the available format (BoQ). The price shall be entered separately in the following manner:

- a) **Basic Price:** Basic price for each line item in the BoQ shall be includes of excise duty / customs duty, packing, insurance, installation, forwarding /transportation (upto the site) with onsite warranty, calibration charges, if any, and excludes GST.
- b) The bidders shall offer the price which shall be inclusive of all the accessories/components to be supplied along with the equipment/installations as mentioned in the technical specification under **Section VII**.
- c) CMC (Comprehensive Maintenance Contract) Rates as per price schedule (if asked for)
- d) Bidder shall also quote CMC / AMC rates (exclusive of GST) for a period as prescribed under **Section-VII**, post comprehensive warranty period. The Rates of CMC for the prescribed period shall be shown separately in the respective columns of price bid format. GST shall be paid on applicable rates as per the correct HSN Code.
- e) The total AMC/CMC rates offered shall be considered, ***if specifically mentioned***, while tabulating and comparing prices for deciding the lowest qualified bidder.
- f) In case if the respective columns of CMC are left blank in the prescribed price bid format, then it shall be considered as zero.
- g) The bidder need not quote for the CMC/AMC rate, if the Tender Inviting Entity has already mentioned a predetermined rate (as certain percentile of the

contract price) to be adhered by the Contractor. The same is given at Clause 6.7.4

2.22 Price Bid Evaluation

2.22.1 The financial evaluation shall be done on the **Basic price** include all costs, taxes, duties, charges which shall be due to the bidder for successful discharge of its contractual obligations including supply, installation, training and warranty, etc., and excluding GST. GST shall be paid at the applicable rate as per the correct HSN code of item(s) supplied/installed, only against a valid GST invoice. Lowest evaluated bidder (L1), which will be preferred bidder for site wise award of contract, shall be calculated as follows:

- (i) For all L2 sites (i.e. Barpeta, Dibrugarh and Silchar), site wise lowest total BoQ price shall be called L1 bidder and will be preferred bidder for site wise award of contract. This means, there could be different L1 bidders for different L2 sites; and
- (ii) For all L3 sites (i.e. Tezpur, Kokrajhar, Lakhimpur, Darrang and Jorhat), total lowest BoQ of all these 5 sites shall be called L1 bidder and will be preferred for site wise award of contract. This means, there shall be one lowest bidder for all these 5 L3 sites. Hence, it is also mandatory to quote for all these 5 L3 sites otherwise bid shall be rejected.

2.22.2 Conditional bids shall be liable to be rejected.

2.22.3 CMC shall be considered for financial evaluation, if specifically mentioned.

1.22.4 The **Bidder(s)** will not be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by them. The representation of any Bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid. ***Only total price (unit rate multiplied by given factor in the bid) can be corrected and not the unit rates.***

1.22.5 Evaluation of price shall be done for each L2 location separately and for all L3 sites, combined price evaluation shall be made. And accordingly "Comparative List of Bidders" (i.e. L1, L2 ,L3, etc.) shall be prepared.

2.23 Price Reasonableness

2.23.1 The bidder shall ensure that the rates quoted for each item are reasonable and are at

par with the rate it has supplied to any other buyer in India or outside, for same or equivalent item (make, model and specification) in last one year.

2.23.2 ACCF is not bound to accept the lowest evaluated responsive bid, if the quoted price is found to be unreasonable. The TIE will have following options available with it in case the price quoted by the preferred bidder (L1 price) is found to be unreasonable.

- a) Cancel the tender and go for a fresh bid with or without revised terms and conditions.
- b) Seek clarification on quoted price from the L1 bidder and negotiate for an acceptable price, seeking a revised price bid from the L1 Bidder.

2.24. Award of Contract

2.24.1 The contract will be awarded to the lowest evaluated responsive bidder(s), adjudged vide the financial bid evaluation of all the technically qualified bidders provided:

- a) L&T Limited (the principal construction contractor of the project) refuses to execute tendered item on its own at L1 price and
- b) If ACCF is not convinced with the price offered and found it unreasonable.

2.24.2 Before expiry of the bid validity period, the Tender Inviting Entity will notify the successful bidder(s) in writing or by E-mail that its bid, has been accepted, also briefly indicating therein the essential details like location, description, specification and measurement of the installation/items and the prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Entity.

2.24.3 For L2 locations site wise price bid comparison shall be done and L1 bidder is selected. For L3 location being very small requirement, all 5 locations total values shall be clubbed and then price bid shall be evaluated for deriving L1. Hence bidder need to quote rates for all 5, L3 locations, else entire bid for L3 locations shall not be considered.

1.24.2 Tender Inviting Entity reserves the right to call for matching of L1 rates from L2/L3/L4...rates to have fall back option and may award the contract to matched L1 bidder.

2.24.3 The successful bidder shall deposit required performance security amount and sign the contract within prescribed timeline, failing which the EMD may be forfeited and the award may be cancelled.

2.24.4 The Notification of Award shall constitute the initiation of the Contract. This contract

shall be valid for 1 year from the date of issue of LoI or from the date of signing of the contract agreement, whichever is later. Rate validity can be increased for further period on mutual consent.

2.25 Signing of Contract

2.25.1 The successful bidder shall execute a contract (in the format as given in Annexure-I) with the Tender Inviting Entity (i.e. ACCF) for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.

2.25.2 The successful bidder shall submit bank guarantee in the format as per **Annexure V**, as performance security prescribed under Clause 6.2.

- 2.25.3 Promptly after notification of award, within 21 (twenty-one) days from the date of intimation or issue of LoI, the successful bidder shall execute the contract (format given in Annexure I) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Entity by post or in person along with performance security.
- 2.25.4 The successful bidder, wherever applicable, 3 (three) months prior to the completion of Warranty Period, shall execute/extend the contract for Comprehensive or Annual Maintenance (CMC/AMC) with the Tender Inviting Entity, and which shall commence from the date of expiry of the warranty Period. However, TIE reserves the right to enter into the AMC/CMC with the Contractor.

SECTION-III

3. Tender Details

| S. No | Item | Descriptions | | |
|---|----------------------------------|--|--|------------------|
| 1 | Tender Reference No | ACCF/Kitchen Equipment/2021-22/24 | | |
| 2 | Details of the item tendered. | Brief Description | Locations/Hospital | EMD/Bid Security |
| | | Supply, installation and commissioning of “Kitchen Equipment” in newly constructed cancer care hospitals. in Assam. | <u>Hospitals:</u> L2 BARPETA L2 DIBRUGARH L2 SILCHAR L3 TEZPUR L3 DARRANG L3LAKHIMPUR L3 JORHAT L3 KOKRAJHAR | Rs. 500000/- |
| 3 | Validity of Bid | Bids should be valid for a minimum period of 180 days from the last date of submission of Bid. | | |
| 4 | Validity of Bid Security /EMD | 30 (thirty) days beyond the final bid validity date (total 210 days). | | |
| 5 | Performance Security | 5% of the contract/order value (from the successful bidders). Bidder is required to submit 2% of the rate contract value initially and balance 3% at the time of issue of site wise Purchase/Work Order against each PO of that PO value. (any adjustment will not beconsidered) | | |
| 6 | Validity of Performance Security | valid for 36 months. | | |
| 7 | Price Validity | Price shall remain valid for the entire contract period of 1 year and no price revision shall be allowed during the contract period. Price validity may be increased beyond 1 year on mutual consent. | | |
| <p><i>Note:</i></p> <p><i>The bidder has the option to bid for one or more locations of its choice by submitting the required EMD of Rs 500000.00 (Rupees Five Lakhs). The EMD may be paid online or furnished in the shape of DD/ FDR/ BG (in shape of one or multiple FDR/BG, the details are to be furnished in Format T3). In case of BG(s), it must be submitted in the required format at Annexure V from Structured Financial Messaging System (SFMC) enabled Bank, which is / are to be valid till 30 days beyond bid validity period.</i></p> | | | | |

SECTION IV

4. Schedule of Requirement

4.A. 1 Technical Specifications:

The detailed technical specifications, quality specifications and other parameters of the tendered item(s) are contained in **Section VII**.

4.A. 2 Prescribed Timeline

| S. No. | Activity | Time Limit |
|--------|---|--|
| 4.2.1 | <i>Completion of Installation and Commissioning.</i> | 60 days² from date of issuance of Work Order. |
| 4.2.2 | <i>Comprehensive warranty period</i> | 2 years from the date of Commissioning |
| 4.2.3. | <i>CMC/AMC period (wherever applicable)</i> | 7 years CMC after warranty |
| 4.2.4 | <i>Preventive maintenance visits to all installation site during Warranty/CMC or AMC period</i> | One visits every six months (2 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls |
| 4.2.5 | <i>Frequency of payment of CMC or AMC charges (if taken)</i> | Payments shall be on a six-month basis as per the approved rate of CMC/AMC. |
| 4.2.6 | <i>Signing of Contract.</i> | 21 days from the date of issuance of Letter of Intent. |
| 4.2.7 | <i>Submission of Performance Security</i> | 2% of the total contract value before signing the contract Balance 3% within 10 days of issue of Work Order for the respective sites/locations not adjustable in previously submitted 2%security . |
| 4.2.8 | <i>Payment Timeline</i> | <i>Payment shall be released within 30 days of receipt of Bill. Bill can be raised only after obtaining the certificate of completion from the project/Site engineer.</i> |
| 4.2.9 | <i>Maximum time to attend any Repair call</i> | <i>Within 48 hours</i> |
| 4.2.10 | <i>Uptime in a year</i> | 95% |

¹ To be decided by the TIE from case to case basis

² To be decided by the TIE from case to case basis

SECTION V

5. Eligibility Criteria

5.1. Pre-qualification of Bidders:

- 5.1.1 The Bidder should be an entity registered under relevant laws in India. A foreign manufacturer (not registered in India) can participate only through its Indian subsidiary (100%). In case of 100% Indian subsidiary then the turnover and experience of the principal company shall be taken into consideration.
- 5.1.2. The Bidder should have experience of successful execution of similar assignments/contract of value (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.
- 5.1.3. The Bidder should have an average annual turnover of Rs. 3.00 Cr (Rupees Three Crores) or more in the last three (3) financial years (i.e., 2017-18, 2018-19, 2019-20 or 2018-19, 2019-20, 2020-21) duly certified by the Chartered Accountant as per the format at Format T8.
- 5.1.4 The Bidder, at the time of bid submission, should have not been blacklisted / debarred / banned from participating in any tender by any State or Central Government Organization/ Public Sector Undertaking / UN Agencies TIE due to (a) Service or quality failure of the equipment(s) supplied (b) Submission of fake or forged documents (c) Submission of incorrect information / Suppression of vital information & facts/ misrepresentation of quality certificates (d) Non -performance or non-supply can't participate in the tender during the period of blacklisting / debarment / Banned.
- 5.1.5. The Bidder or any of its directors/partners/key officials should not have been convicted by a competent court of law for non-performance, fraud & misrepresentation or any criminal activity within a period of last 3 years from the date of submission of bid.

Note:

- *Where the bidder is not the manufacturer of the equipment installed, it has to produce the Manufacturer's Authorization Form for the respective item(s) as per Format-T6.*

SECTION VI

6. GENERAL CONDITIONS OF CONTRACT

6.1. Assignment, Sub-letting and Modification of Contract

- 6.1.1 **Assignment:** -The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Entity's (i.e., ACCF's) prior written permission.
- 6.1.2 **Subcontracts:** The Successful bidder shall not subcontract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Entity prior to the entering of the contract, shall not relieve the successful bidder from any of its liability or obligation under the terms and conditions of the contract.
- 6.1.2 **Modification of contract:** If necessary, the Tender Inviting Entity may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications (not amounting to material change i.e. without affecting ranking of the bidder) within the general scope of contract, in any, one or more of the followings:
- a) Specifications, drawings, designs, etc., of the "Kitchen Equipment" to be commissioned at respective health facility/hospital,
 - b) Mode of Demonstration/Quality Inspection
 - c) Incidental services to be provided by the successful bidder
 - d) Mode of Installation
 - e) Any other term(s) of the contract, as felt necessary by the Tender Inviting Entity depending on the merits of the case.
- 6.1.3 In the event of any such modification/alteration that causes increase or decrease in the cost of goods and services to be supplied, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment may be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.
- 6.1.4 If the successful bidder doesn't agree to such adjustment/amendment as proposed by ACCF, then it shall convey its views in writing within ten days from the date of such communication.

6.2 Performance Security

- 6.2.1 There will be a performance security deposit amounting to 5% of the contract value excluding GST. The timeline for submission of performance security shall be as follow:
- a) 2% of the total contract value before signing of the contract, initially valid for 36 months.
 - b) Balance 3% (to be calculated on the PO value) within 10 days of the issue of the Work Order for the respective site, valid for 30 months from the date of issue of Work Order. not adjustable with previously submitted 2% performance security.
- 6.2.2 The successful bidder can submit the performance security either in form of irrevocable bank guarantee or DD/RTGS/NEFT/FDR (duly lien marked) in favour of Assam Cancer Care Foundation.
- 6.2.3 Subsequent to the execution of the contract, the site-wise PO with required terms and conditions for supply and installation of the contracted item(s) shall be issued to the Contractor by the TIE (i.e., ACCF) as per the site readiness.
- 6.2.4 Failure in the part of the successful bidder in executing the contract within due date shall make the bidder liable for penal action including forfeiture of its EMD by ACCF. Similarly, non-submission of required performance security within specified timeline of 10 days of issue of the Work Order (WO), by the contractor shall result in cancellation of WO and other penal action by ACCF including termination of contract, forfeiture of Performance Security and blacklisting.
- 6.2.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be either in the form of DD/RTGS/NEFT/Fixed Deposit Receipt (duly lien marked) or irrevocable Bank Guarantee. It should be issued by any scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of Assam Cancer Care Foundation.
 - b) In the event of any failure /default of the successful bidder with or without any quantifiable loss to the purchaser (i.e., ACCF), entire performance security amount including the performance security for CMC (if any) shall be liable for forfeiture.
 - c) In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) days of issue of the amendment, furnish the corresponding

amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

- d) ACCF will release the Performance Security without any interest to the successful bidder (Contractor) on execution of all contractual obligations successfully by the Contractor including the warranty obligations and after receipt of certificates confirming that all the contractual obligations have been successfully complied with.
- e) The Performance Bank Guarantee shall be submitted in the format as given under **Annexure V**.

6.3 Supply, Installation & Commissioning

- 6.3.1** The contractor shall visit the installation locations, wherever necessary, and recommend pre-installation requirements at each location. The details shall be consolidated and submitted to ACCF for further actions. If the Contractor fails to communicate of such requirement in advance and cannot complete the **installation and Commissioning** within the stipulated period, purchaser shall deduct **Liquidated Damage (LD) charges** as per the bid conditions specified in **Clause 6.17**.
- 6.3.2** The Contractor will arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the desired location. It shall be ensured that the equipment/materials arrive at the destination(s) in good condition within the timeline as mentioned and as per the other terms and condition of the contract.
- 6.3.3** If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely execution of the work and performance of services, the successful bidder shall inform the purchaser in writing within a week about the same and its likely duration and make a request to ACCF for extension of the execution schedule accordingly. On receiving the successful bidder's communication, ACCF shall examine the situation as soon as possible and, at its discretion, may agree to extend the timeline, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.
- 6.3.4** The Contractor is required to complete the installation and Commissioning of the

“Kitchen Equipment” (or System) successfully at the site within time specified under Clause 4.3, from the date of issue of the “Work Order” and demonstrate individually the specification/ features as well as operation / performance of the system to the satisfaction of the user institution (in-charge/Engineer) and obtain an individual “Installation Certificate” (as per format in Annexure II) for each equipment and warranty card (as per format in Annexure III) duly signed and with proper stamp of the institution concerned.

- 6.3.5 The installation report and two-month performance reports shall be submitted separately, in a single sheet printed back-to-back and shall be submitted individually for each system installed.
- 6.3.6 The site for installation of the equipment shall be provided by ACCF as per the required specification and environmental conditions before the installation of System. The electrical power supply point at the installation location will be provided by ACCF as required for installation and commissioning of the Kitchen equipment System.
- 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.
- 6.3.8 Detailed site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.
- 6.3.9 Earthing arrangements for all the equipment shall be completed as per standard practice.

6.4 Payment

- 6.4.1 No advance payments towards cost of item supplied and installed will be made to the Contractor.
- 6.4.2 70% of the cost of the equipment against supply of all the equipment (excluding CMC Cost, if any) + 100% tax shall be paid to the Contractor on supply of equipment at site.
- 6.4.3 The balance 30% of the payment of equipment will be made after receipt of certificate on working status of the equipment from the consignee after 4 weeks of installation and commissioning of the System.
- 6.4.4 The original invoice submitted shall be in the name of ACCF and the name of the

consignee/Hospital shall also be mentioned in it. Invoicing, performance security deposit and consignee details shall be mentioned in the Work Order.

6.4.5 **Payment for CMC/AMC Charges:** The payment of CMC (if taken) will be made once in six months basis after satisfactory completion of said period.

6.4.6 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Contractor at rates as notified from time to time.

6.5. Post-installation Service Conditions

6.5.1 ACCF attaches paramount importance to the post installation service of the system installed to ensure smooth operation afterwards. The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period if mentioned in the Tender as a requirement, for which the rates of Comprehensive Annual Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) shall be finalized at the time of bid finalization itself. The rate offered for CMC/AMC charges will be considered for evaluation of prices and deciding on the successful bidder, for the item where it has been specifically mentioned to consider CMC/AMC charges for price evaluation.

6.5.2 The post-installation service terms and conditions will be strictly enforced and those bidders who are willing to support the Purchaser in its endeavor to provide trouble free operation/performance of the system for the prescribed period need only participate in the bid.

6.5.3 Post-installation service shall be performed during the warranty period and also during the Comprehensive Maintenance Period (CMC) (Where CMC is mentioned as a requirement in the tender).

6.5.4 Failure to provide satisfactory post-installation services during or after the warranty period and CMC/AMC will lead to blacklisting/debarring of the bidders, but after issuing due notice and provide opportunity for being heard.

6.5.5 The supplier is required to provide Software up gradation from time to time, during the currency of the warranty period at free of cost to ACCF.

6.5.6 Further, any bugs/shortcomings detected by the user as well as the supplier himself shall be rectified at free of cost to ACCF beyond warranty period.

6.6 Warranty Terms

- 6.6.1 The successful bidder (Contractor) has to warrant that the Goods supplied/ material used under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 6.6.2 The Contractor further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Entity's specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.
- 6.6.3 All the equipment including the accessories supplied as per the technical specification in Clause 7.1 should carry comprehensive warranty for a period mentioned under Clause 4.3 in the first instance. During this period, the Contractor shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the Contractor during the period of comprehensive warranty.
- 6.6.4 On expiration of the comprehensive warranty period, the Contractor shall be willing to provide post warranty maintenance support for an additional period as prescribed under Clause 4.3.
- 6.6.5 The prospective bidder shall submit an undertaking in the Format T6 & T7 from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC/AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event the authorised bidder couldn't provide service during the warranty / AMC period.
- 6.6.6 **Site Visits:** The successful bidder shall visit each site as part of preventive maintenance as per the frequency mentioned under Clause.4.3. during the warranty period. The bidder shall attend any number of break down/ repair calls as and when informed by ACCF.
- 6.6.7 During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment/head of the health care institution and stamped shall be forwarded by email/fax/post to ACCF within 10 days from the due date.

- 6.6.10 Upon receipt of such notice for repair/breakdown from ACCF/Hospital , the successful bidder shall, within the period specified under Clause. 4.3, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to ACCF.
- 6.6.11 If the Contractor, having been notified, fails to rectify the defect(s) within the period specified mentioned in Clause 4.3, ACCF may proceed to take such remedial action as may be deemed necessary, at the Contractor's risk and cost and without prejudice to any other rights which the Tender Inviting Entity may have against the successful bidder under the contract.
- 6.6.12 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in a year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.
- 6.6.13 A warranty certificate (as per format in **Annexure III**) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the ACCF for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.
- 6.6.14 The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of ACCF and also when major spares are replaced.
- 6.6.15 Any mandatory approval required for installation shall be obtained by the Contractor in liaison with the respective authorities.
- 6.6.16 The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user institution and submit a "calibration certificate" to the head of the user institution with a copy to the Procuring Entity afterwards.
- 6.6.17 The offered warranty includes visits to the user institutions at frequencies prescribed under Clause.5.1. as part of preventive maintenance, testing & calibration as per technical/ service /operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Procuring Entity.

6.6.18 The bidder shall provide up-time warranty of complete equipment as mentioned in Clause 4.3, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.

6.6.19 All software updates, if any required, should be provided free of cost during Warranty period.

6.7 Maintenance Contract (CMC & AMC)

6.7.1 The decision to enter into CMC or AMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting or Ordering Entity or User Institution, at its discretion, prior to the expiration of warranty period.

6.7.2 The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.

6.7.3 During Annual Maintenance Contract period, the cost of spares will be borne by the Purchaser. During the period of AMC, other terms and conditions will remain the same as in the case of Comprehensive Warranty / CMC, except in respect of the cost of spares. In short, the AMC is a CMC with provisions for payment of cost of spare parts during the currency of the contract by the Purchaser.

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.

6.7.5 Failure/ refusal on the part of the Contractor supplying / installing the equipment to enter into CMC/ AMC with the Purchaser, at the end of the Comprehensive Warranty Period, if the Purchaser, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the bidder.

6.7.6 The rates indicated by the Contractor (winning Bidder) for the CMC and AMC in price bid form (if asked for) and such rates are binding on him after the expiration of the warranty period. The yearly rates for CMC/AMC shall remain the one and the same as quoted in the price bid form for the extended years.

- 6.7.7 Cost of CMC (excluding GST, if any) will be considered for the Evaluation purpose of the equipment, wherever it is mentioned in the price bid or elsewhere in the biddocument.
- 6.7.8 The payment of the agreed CMC/AMC charges will be made as per frequency for payment after satisfactory completion of said period, on receipt of service report/ break down report from the head of all user institutions.

6.8 Spare Parts

Deleted

6.9 Training

- 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.
- 6.9.2 The training details shall be recorded in the installation certificate, wherever required for enabling the payment.

6.10 Imported Equipment

- 6.10.1 ACCF shall no way involve in the import of the equipment from foreign countries, if such equipment is manufactured outside the country. It shall be the sole responsibility of the bidder to import the equipment offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipment, especially when the import is from hostile nations.
- 6.10.2 The Contractor (Contracted Bidder) shall inform any advantages in prices to the Tender Inviting Entity because of reductions/exemptions in customs duty in case of imported equipment at the time of pre-bid meeting and the bid document shall be modified by amendment to that extent.
- 6.10.3 ACCF will not interfere in any manner with the import process and the successful bidder shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.
- 6.10.4 ACCF shall prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.

- 6.10.5 The payment will be made in Indian Rupees to the Contractor and under no circumstance; the request for opening of letter of credit or payment in foreign currency will be entertained.
- 6.10.6 The Contractor shall indemnify ACCF from all liabilities/damages, if any, that may arise out of the conduct of the Contractor in violation of foreign exchange regulations.
- 6.10.7 However, the Contractor shall disclose the country of origin and shall obtain an undertaking from such OEM to provide spares or service support for the period of contract. Failure on the part of the OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the contractual obligations by the successful bidder terming the relation as that of a principal and agent under laws of the country. Such violations may eventually lead to forfeiture of performance security and also lead towards blacklisting/debarring the successful bidder.

6.11 Intellectual Property Rights (IPR)

- 6.11.1 The Contractor shall, at all times, indemnify and keep indemnified ACCF, free of cost, against all claims which may arise in respect of goods & services to be provided by the Contractor under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.
- 6.11.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Entity, the TIE shall notify the Contractor of the same and the Contractor shall, at his own expenses take care of the same for settlement without any liability to the Purchaser(s).
- 6.11.3 The Contractor/ its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified ACCF against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CMC/AMC.

6.12 Corrupt or Fraudulent Practices

- 6.12.1 It is required by all concerned namely the Purchasing Entity/ Bidders, etc., to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Entity defines, for the purposes of this provision, the terms set forth below as follows:

- 6.12.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a official in the procurement process or in contract execution; and
- 6.12.3 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Entity of the benefits of free and open competition;
- 6.12.4 ACCF will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Entity if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 6.12.5 No bidder shall contact the Tender Inviting Entity or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Entity. Any such effort by a bidder to influence the Tender Inviting Entity and its evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

6.13 Force Majeure

- 6.13.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the Contractor’s fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Entity either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 6.13.2 If a Force Majeure situation arises, the Contractor shall promptly notify ACCF in writing of such conditions and the cause thereof within twenty one days of occurrence

of such event. Unless otherwise directed by ACCF in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.13.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

6.13.4 In case due to a Force Majeure event the ACCF is unable to fulfill its contractual commitment and responsibility, ACCF will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

6.14 Resolution of Disputes

6.14.1 If dispute or difference of any kind shall arise between the Tender Inviting Entity and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.14.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Entity or the Contractor may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

6.14.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Guwahati, Assam.

6.15 Applicable Law & Jurisdiction of Courts

6.15.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.15.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Guwahati / High Court of Assam.

6.16 General/ Miscellaneous Clauses

- 6.16.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e., the Contractor/its Indian Agent/CMC provider on the one side and ACCF on the other side, a relationship of master and servant or principal and agent.
- 6.16.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 6.16.3 The Contractor shall notify the ACCF of any material change would impact on performance of its obligations under this Contract.
- 6.16.4 Each member/constituent of the Contractor, in case of default shall be jointly and severally liable to and responsible for all obligations towards the ACCF for performance of contract/ services including that of its Associates/ Sub Contractors under the Contract.
- 6.16.5 The Contractor shall, at all times, indemnify and keep indemnified the ACCF against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.
- 6.16.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

6.17 Penalties for Non-performance

- 6.17.1 The penalties to be imposed, at any stage, under this bid are;
- a) imposition of liquidated damages,
 - b) forfeiture of EMD/performance security
 - c) termination of the contract
 - d) blacklisting /debarring of the bidder
- 6.17.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in blacklisting/debarring of the bidder.
- 6.17.3 The penalties to be imposed on the Contractor, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture or EMD/ Performance Security or leading to

black-listing/ debarring.

6.17.4 Any unexcused delay by the Contractor in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Contractor is liable to any or all of the following sanctions:

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 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.

6.17.6 Penal period shall start after the stipulated timeline for commissioning (as the case may be). No goods shall be received from the Contractor after expiry of the initial penal period of 5 (five) weeks and the Work Order shall stand cancelled unless the Contractor is allowed an additional penal period (as decided by ACCF) by ACCF.

6.17.7 Once the timeline for installation and commissioning of Kitchen equipment with LD is exceeded, ACCF may consider termination of the contract. During the above-mentioned delayed period of performance, the conditions incorporated shall also apply and ACCF shall seek alternate measures at the risk and cost of the successful bidders.

6.17.8 The decision to impose penalties and finally to blacklist the defaulting firm will be final and shall be binding on all bidders participating in this bid.

6.18 Termination of Contract

6.18.1 **Termination for default:** The TIE, without prejudice to any other contractual rights and remedies available to it may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the TIE.

6.18.2 In the event of the TIE terminates the contract due to default in the part of the Contractor, in whole or in part, it may procure goods and/or services similar to those

cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor shall be liable to the TIE for the extra expenditure, if any, incurred by ACCF for arranging such procurement.

6.18.3 Unless otherwise instructed by ACCF, the Contractor shall continue to perform the contract to the extent not terminated.

6.18.4 **Termination for insolvency:** If the Contractor becomes bankrupt or otherwise insolvent, the Tender Inviting Entity reserves the right to terminate the contract at any time, by serving 30 days written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the TIE.

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 terminated, and the date with effect from which such termination will become effective.

6.19. Price Firmness:

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

6.19.2. During the currency of the contract, if the price of the item is reduced due to any reason including any Law or Act of the Central/State Government, the Contractor/rate contract holder 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 Contractor fails to notify or fail to agree to such reduction of rates.

6.19.3. 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 Contractor 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.

6.19.4. 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.

6.19.5. 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 Contractor's account and shall not be borne by ACCF.

6.20. Fall Clause

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.

SECTION VII

7. TECHNICAL SPECIFICATIONS

7.A. 1 Technical Specifications:

separate sheet is attached

Note: Quantities mentioned in BoQ is indicative which may increase or decrease substantially as per site requirements. Payment shall be made as per actual quantity installed and measurements.

7.A. 2 Quality Standard

7.A.2.1 For Manufacturer: The manufacturer shall have ISO Certification

7.A.2.2 **For the Product:** Quality Standard as specified in Technical Specifications.

7.A.3 Incidental 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.
- 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.
- 7.A.3.3 Earthling arrangements for all the equipment shall be completed as per standard practice.
- 7.A.3.4 The supplier is required to provide Software up gradation from time to time, during the currency of the warranty period at free of cost to ACCF.
- 7.A.3.5 Further, any bugs/shortcomings detected by the user as well as the supplier himself shall be rectified at free of cost to ACCF beyond warranty period.

7.A.4 Warranty & Maintenance:

- 7.A.4.1 The supplier shall provide comprehensive on-site warranty (Including All Spares, Accessories and Labour) for a period of 02 years from the date of final acceptance of the complete system after successful and complete installation and commissioning with regular updation of newer technology as and when evolved.
- 7.A.4.2 If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- 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.4.4 Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
- 7.A.4.5 The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.
- 7.A.4.6 ACCF would expect the contractor to comply with following warranty period condition for all the ACCF projects. Warranty period shall for all purposes commence when installations are officially handed over to the Client:
- 7.A.4.7 Minimum 5 years warranty period from the date of original installation for walk-in refrigeration system.

SECTION -VIII

7. FORMATS FOR SUBMISSION OF BID (Technical Bid)

FORMAT – T 1: CHECK LIST

CHECK LIST

(To be submitted in *Part I -Technical Bid*)

The bid documents have to be arranged sequentially as mentioned herein for ease of scrutiny.

The bidder has to **upload the documents** as mentioned in Checklist (in PDF format) **online**, on or before the due date & time of bid submission.

| Name of the Bidder | | | |
|--------------------|--|---------------------------|----------|
| S. No. | Item | Whether included Yes / No | Page No. |
| 1. | Format – T1 (Check List) | | |
| 2. | Tender Processing Fee, If paid vide DD/BC | | |
| 3. | Format – T2 (Details of Item quoted) | | |
| 4. | Format – T3 (Details of EMD submitted) | | |
| 5. | Format – T4 (Details of Bidder) | | |
| 6. | Format – T5 (Declaration Form) | | |
| 7. | Format – T6 (Manufacturer's Form – in case the bidder is the OEM) | | |
| 8. | Format – T7 (Manufacturer's authorization Form – in case the bidder is not the OEM) | | |
| 9. | Format – T8 (Annual Turnover Statement by Chartered Accountant) | | |
| 10. | Format-T9 (Performance Statement during last three financial years immediately preceeding to the date of submission of bid (i.e. 2018-19, 2019-20 & 2020-21) | | |
| 11. | Copies of Work Orders & end user certificates in support of the information furnished in Format T-9 | | |
| 12. | Format – T10 (Statement of deviation – Technical Specification) | | |
| 13. | Format – T11 (Para-wise compliance to Technical Specification) | | |

| | | | |
|-----|--|--|--|
| 14. | Copy of the Leaflets / Technical Brochures / Product Data Sheets of the Model offered highlighting features in support of the information provided in Format – T11 | | |
| 15. | Copy of Quality Certificates (valid ISI / BIS / CE / US FDA/ IEC, etc. & ISO) of the product/organization (As per Section VII- Technical Specification). | | |
| 16. | Certificate of Incorporation Registration Certificate /Deed of Partnership. | | |
| 17. | Copy of the .GST registration certificate | | |
| 18. | Copy of PAN (Income Tax) | | |
| 19. | In case the bidder is a 100% subsidiary of the Original manufacturer then documentary evidence. | | |

Important Note

- a) Mentioning of Page Nos. in the relevant column as mentioned above **is mandatory** for ease of scrutiny.
- b) **No price information (i.e., Scanned copy of the price format etc.)** to be uploaded in **Technical Bid**.
- c) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time.
- d) The **BOQ** file (in Excel) and other price format (in PDF) are to be **uploaded** in the **price bid**.
- e) All the documents to be furnished in the checklist have to be page numbered. All the formats (T1-T11) are to be filled up mandatorily.

Format - T2: Details of the Item Quoted

(To be submitted in *Part I -Technical Bid*)

DETAILS OF THE ITEM QUOTED

Locations for which bid is Quoted: _

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |

| Sl. No. | Name of the Item(s)/ Component(s)/ Materials | Name of Manufacturer | Country of Origin | Make | Name of the Model | *Details of offered product at Page No. (s) |
|---------|--|----------------------|-------------------|------|-------------------|---|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |
| 13. | | | | | | |
| 14. | | | | | | |
| 15. | | | | | | |
| 16. | | | | | | |
| 17. | | | | | | |
| 18. | | | | | | |
| 19. | | | | | | |
| 20. | | | | | | |

Signature of the Bidder

Date:
Place:

Official Seal:

Format-T3: Details of EMD Submitted

(To be submitted in *Part I - Technical Bid*)

DETAILS OF EMD SUBMITTED

| List of locations/hospitals bided for in preferential order | Instrument No., Date & Name of | EMD Amount (Rs.) |
|---|--------------------------------|--------------------------|
| For L2 level hospitals 1..... 2..... 3..... For L3 level hospitals, it is mandatory to quote for all 5 nos. L3 hospitals. | | Rs 500000/= |
| | | (Rupees Five Lakhs Only) |

Signature of the Bidder

Place:

Date:

Official Seal:

Note:

- BG format for EMD is given as Annexure-V.
- Bidder has the option to bid for one or more locations of his choice, however the EMD shall remain fixed irrespective of the number of locations/hospitals bided for.
- Bidder is required to give priority of site(s) as mentioned above.

Format - T4: Details of the Bidder(To be submitted in *Part – I Technical Bid*)**DETAILS OF THE BIDDER**

| GENERAL INFORMATION ABOUT THE BIDDER | | | | | | |
|---|---|--|-------------|-------------------------------|-----------------|--|
| 1 | Name of the Bidder | | | | | |
| | Registered address of the firm | | | | | |
| | State | | District | | | |
| | Telephone No. | | Fax | | | |
| | Email | | Website | | | |
| Contact Person Details | | | | | | |
| 2 | Name | | Designation | | | |
| | Telephone No. | | Mobile No. | | | |
| Communication Address | | | | | | |
| 3 | Address | | | | | |
| | State | | District | | | |
| | Telephone No. | | Fax | | | |
| | Email | | Website | | | |
| | | | | | | |
| Type of the Firm (Please Select) | | | | | | |
| 4 | Private Ltd. | | Public Ltd. | | Proprietorship | |
| | Partnership | | Society | | Others, specify | |
| | Registration No. & Date of Registration. | | | | | |
| Nature of Business (Please Select) | | | | | | |
| 5 | Original Equipment Manufacturer (OEM) | | | Authorized Distributor/Delaer | | |
| | 100% Subsidiary of OEM | | | Importer | | |
| Key personnel Details (Chairman, CEO, Directors, Managing Partners, etc.) | | | | | | |
| 6 | in case of Directors, DIN Nos. are required | | | | | |
| | Name | | | Designation | | |
| | Name | | | Designation | | |

| | | |
|---|--|----------|
| 7 | Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence by any competent court of law within the last 3 years from the date of floating of the tender. | Yes / No |
| 8 | Registration Details: a) GST Registration b) Pl. mention whether Registered in Assam : c) Furnish the copy of the GST registration certificate | |
| 9 | Details of existing Service Centers network in North-East and Eastern India to ensure maintenance obligations during Warranty and CMC/AMC period: | |
| 10 | Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected) a) Name of the Bank: b) Full address of the Branch concerned: c) Account no. of the bidder: d) Name (as mentioned in the bank account): e) IFS Code of the Bank: | |
| <div style="text-align: right;">Signature of the bidder / Authorised signatory</div> <div>Place:</div> <div>Date:</div> <div style="text-align: right;">Office Seal</div> | | |

Format – T5: Declaration Form

(To be submitted in *Part-I Technical Bid*)

DECLARATION FORM

(Self-Declaration on Letter Head with Sign and Seal)

I / Wehaving My / our office at.....do declare that I / We have carefully read all the terms and conditions of bid document issued by ACCF for the supply and installation of Modular Operation Theater (Name of the equipment as per Format T2) at the quoted rate and that rate will remain valid for the entire period of the rate contract of 1 years form the date of signing of the contract. I will abide with all the terms & conditions set forth in the Bid document Reference No. along with the subsequent amendment, if any.

we confirm our eligibility for this tender and all items quoted as per the tender condition, specification and Governing laws of India, in case of typographical error found in submitted documents / affidavits/declarations, in this case we accept all the Terms and conditions of bid documents. That the quoted products manufactured by_____are of good quality and meet the applicable standards and as mentioned in the tender.

In case, I/We are de-recognized / black listed/banned/ by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions/ State Medical Corporations and or convicted by any court of law on or after the date of submission of bid, I/We undertake to inform the same to < Procurement Entity>. I/we also under take that, I/we are not involved in any unfair/fraudulent practice.

we or our concern/company/firm does not stand blacklisted/banned/debarred on any ground and has not been fo guilty, in last three years by Bid Inviting Authority or any Govt. or or by any other government department on the date of bid submission.

I/We agree that the Tender Inviting Entity can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of 3 years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Bid terms & conditions.

I / Wedo hereby declare that I / we fulfill the eligibility criteria set out in the bid document and will supply the equipment offered by me/us as per the terms, conditions and specifications of the bid document, if selected. I / we further declare that I / we have adequate Service Centre network across India to carry out the maintenance of the equipment offered.

Seal

Signature of the bidder :
Date :
Name & Address of the Firm :

Format –T6: Manufacturers Offer Form

(To be submitted in Part– I Technical Bid)

MANUFACTURER'S OFFER FORM

(to be submitted by manufacturer in a letterhead in case the bidder is the manufacturer)

No.

Dated:

To

<Insert Name, Address and Designation of the TIE>

Dear Sir / Madam,

Bid Reference No : _____

Equipment Name : _____

1. We (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at(full address with telephone number/fax number & email ID and website), and having factories at.....
2. No company or firm or individual, other than M/s have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above bid and also supply spares / reagents / consumables for a period not less than 09 years. In case, our authorized bidder fails to provide after sales services as per bid conditions, we will provide the same without any extra cost to TIE.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment bided within the stipulated time.

(Name)

For and on behalf of M/s. (Name of manufacturers)

Date:

Place:

Seal

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Format – T7: Manufacturers Authorisation Form (for Distributor)

(To be submitted in **Part – I Technical Bid**)

MANUFACTURER'S AUTHORISATION FORM

(to be submitted by the bidder (if not the OEM) in a letter of OEM)

No.

Dated:

To

<Insert Name, Address and Designation of TIE>

Dear Sir / Madam,

Bid Reference No : _____

Equipment Name : _____

1. We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), having factories at and , do hereby authorize M/s. (Name and address of bidder) to submit bids, and subsequently negotiate and sign the contract with you against the above bid no..
2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.
3. We also hereby undertake to provide full guarantee/warranty /CMC/AMC as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents / consumables for 9(Nine) years.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment bided within the stipulated time.

(Name)

for and on behalf of M/s.

(Name of manufacturers)

Date:

Place:

Seal

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. In case distributor is quoting through the importer, then the manufacturer has to give authorization to importer and the importer has to give the authorization to the distributor in the above format.

Format –T8: Annual Turnover Statement

(To be submitted in **Part – I Technical Bid**)

ANNUAL TURNOVER STATEMENT

The Annual Turnover for the last three financial years of M/Shaving its registered office at and who is in the business of supply, installation and commissioning of Laundromat are given below and certified that the statement is true and correct.

| Sl. No. | Financial Year | Annual Turnover (In Rupees) |
|----------------|-----------------------|--|
| 1. | 2017-18 | |
| 2. | 2018-19 | |
| 3. | 2019-20 | |
| | Average | |

(Name in Capital)Membership No.
UDIN.....

Signature of Auditor/ Chartered Accountant

Date:

Place:

Seal

N.B.

*Tender Inviting Entity reserves the right to call copies of **audited Annual Statements of Accounts** the last three years/ Annual Reports and the turnover figure should be highlighted there.*

Format –T9: Performance Statement

PERFORMANCE STATEMENT

(To be submitted in *Part – I Technical Bid*)

(For the period of last three years)

(Pl. Furnish order copies of the clients serially, the names of which are mentioned below)

:

Name of Bidder: _____

Name of Manufacturer: _____

Name of the Item : _____

| Sl. No. | Order placed by (Address of Client/Purchaser) (attach documentary proof) * | Order no. & Date | Item Name | Make & Model | Qty. | Value of Contract (Rs.) | Date of Completion | Have the goods been functioning satisfactorily (attach documentary proof)** |
|---------|--|------------------|------------|--------------|------|-------------------------|--------------------|---|
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| | | | Total Qty. | | | | | |

(attach separate sheets if the space provided is not sufficient)

Signature and seal of the Bidder

* The documentary proof will be **copies of the Work Order** (during the last 3 years) indicating P.O. No. and date.

** The documentary proof will be certificate from the consignee/end user indicating P.O. No. and date.

Format – T10: Statement of Deviation (Technical Specification)

(To be submitted in **Part – I Technical Bid**)

STATEMENT OF DEVIATION – TECHNICAL SPECIFICATION

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

| Sl. No. | Item Name | Technical Specification As per Clause 7.1.1 | Statement of Deviations / Variations if any |
|---------|-----------|--|--|
| 1. | | | |
| 2. | | | |
| .. | | | |
| .. | | | |
| .. | | | |

(attach separate sheets if the space provided is not sufficient)

In case there is no deviation from technical specification, Pl. Mention “**No Deviation**”.

Signature of the Bidder

Name:

Date:

Place:

Format – T11: Para-wise Compliance

(To be submitted in *Part – I Technical Bid*)

PARAWISE COMPLIANCE TO TECHNICAL SPECIFICATION OF THE PRODUCT(S) OFFERED

[Furnish **para-wise compliance** in a tabular form (as per the format mentioned below), where the technical specification (para-wise) as per bid should be mentioned in the left column & bidder's compliance at the right with mention of page no. of the product catalogue / product data sheet].

Name of the Item:.....

Make:

Model No. :.....

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

(add *separate sheets* depending upon the space requirement)

* **Leaflets / Technical Brochures / Product Data Sheets** of the Model offered **highlighting features** of the product offered **must be attached** in support of the information provided above.

** It is **mandatory** to mention the page no(s) in the format as mentioned above.

Signature of the Bidder

Name:

Date:

Place:

Format: Price Bid/BoQ

- 1) Price bid format (BoQ) is **not enclosed** in this bid document. It has to be downloaded from the **e-procurement portal** <https://ACCF.procure247.com>. (under the respective bid reference No.).

Any labour cess, if applicable, shall be paid extra.

- 2) PRICE BID/BoQ (in the excel Format) has to be submitted **online only**. The **price bid format (excel sheet available in e- Tender portal)** is specific to a bid and is not interchangeable. The price bid format file shall be **downloaded from the e-Tender portal** by the bidder and quote the **prices in the respective fields before uploading it**. The Price bids submitted in any other formats will be treated as **non-responsive**. Multiple price bid submission by bidder shall lead to cancellation of bid.

Important Notes:

1. **CMC/AMC (to be filled by bidder from 3rd year onwards). CMC price quoted shall be taken into consideration for L1 determination. Po for CMC shall be issued after warranty period only as per convenience of the purchaser.**
2. **For L2 locations site wise price bid comparison shall be done and L1 bidder is selected for individual site. For L3 location being very small requirement, all 5 locations total values shall be clubbed and then price bid shall be evaluated for deriving L1. Hence bidder need to quote rates for all 5, L3 locations, else entire bid for L3 locations shall not be considered**

SECTION –IX

9. ANNEXURES (Documents to be executed by the successful bidder)

Agreement

This Agreement (“**Agreement**”) is made on this ____ day of _____ by and between:

1. **ASSAM CANCER CARE FOUNDATION**, a not-for-profit company registered under Companies Act, 2013 Section 8(1) with registered address at(hereinafter referred to as the “**ACCF**” which expression shall unless repugnant to the context thereof be deemed to mean and include its successors and assigns); and
2. **[CONTRACTOR FULL NAME]**, a company duly incorporated and existing under the laws of _____, with its registered office at _____(hereinafter referred to as the “**Contractor**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include any successors or permitted assigns).

Assam Cancer Care Foundation and Contractor are individually referred to as a “**Party**” and collectively to as the “**Parties**”.

WHEREAS:

- a) Assam Cancer Care Foundation is, non-sectarian philanthropic organizations and is engaged in developing cancer care infrastructure for providing affordable treatment.
- b) Contractor is _____[brief about the Contractor and its products/services.]
- c) Assam Cancer Care Foundation, proposes to develop a distributed cancer care model to create patient-centric cancer institutions to deliver standardized and affordable care closer to patients’ homes and thereby strengthening the cancer care infrastructure in Assam and providing enhanced access to public (“**Programme**”).
- d) For the purposes of the Programme, Assam Cancer Care Foundation issued a tender with reference number ACCF//XXXX/2021 dated [●] (“**Tender**”), to identify and engage Contractor(s) for a period of two years for supply, installation, commissioning, servicing and comprehensive maintenance of the Equipment and Services as mentioned in the tender document, which are required for the Programme by ACCF.
- e) After evaluation of the bids received, and based on Contractor’s financial bid dated [●] (“**Financial Bid**”) and technical bid dated ____ (“**Technical Bid**”) and

pursuant to the mutual discussion between the Parties, Assam Cancer Care Foundation had, on satisfactory verification of the eligibility criteria (as specified in the Tender), accepted the Financial Bid and Technical Bid and issued its Letter of Intent dated _____ (“**Letter of Intent**” or “**LOI**”) for following locations;

- f) Assam Cancer Care Foundation and Contractor are now desirous of entering into this Agreement and recording the terms and conditions regarding the relationship between the Parties, the price of Equipment, supply, installation, commissioning, servicing, warranty and maintenance of the Equipment, payment, penalty, etc.
- g) On the basis of the terms and conditions as agreed in this Agreement, Assam Cancer Care Foundation shall issue Work Orders to the Contractor, as may be required for the purposes of the Programme.

NOW, THEREFORE, in consideration of the foregoing and other terms and conditions set forth in this Agreement and the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows.

- 1. This Agreement shall come into force and effect from the date on which it is signed and executed by the Parties (“**Effective Date**”).
- 2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
- 3. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - (a) all the documents submitted by the bidder as part of technical bid and price bid;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications and other quality parameters;
 - (d) the clarifications and amendments issued / received as part of the bid document
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Letter of Intent (LOA) as issued by ACCF
- 4. In consideration of the payments to be made by the **ACCF** to the Contractor as hereinafter mentioned, the Contractor hereby covenants with ACCF to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. ACCF hereby covenants to pay or cause to pay to the Contractor 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.

6. Contract Price

(a) Price of the Laundromat:

<To be inserted location-wise>

(b) CMC: If applicable

< insert agreed CMC/AMC rate, if applicable>

7. Validity of this Contract:

This Contract shall remain valid for 1 years from the date it comes in to effect. However, the parties may choose to extend the contract with same terms and condition for a period of another year with mutual consent.

8. Delivery Schedule:

The Work Order Shall be issued by ACCF on as and when required basis during the currency of this contract. The location of delivery or installation and other terms and conditions shall be detailed in the Work Order.

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 **ACCF**) in the presence of

Signed, Sealed and Delivered by the said(For the Contractor) in the presence of

(Signature, Name, Designation and Address with Office seal)

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

Annexure-II: Installation Certificate

INSTALLATION CERTIFICATE

(to be filled jointly by the Contractor, head of user institution & Representative of the Ordering Entity individually for every equipment)

| | | | |
|---|---------|----------------------------------|--|
| Name of the Hospital & Hospital Code: | | | |
| Equipment Details | | | |
| Name of the Equipment & Code: | | Order No: | |
| Make / Manufacturer | | Order Date: | |
| Model | | Order Value | |
| Quantity | | | |
| Serial no (s) | | | |
| Location / Department: | | | |
| Supply Receipt Date | | | |
| Installation Start Date | | Completed Date | |
| Comprehensive Warranty Start Date | | Comprehensive Warranty End Date: | |
| Preventive Maintenance Schedule (Specify Year & Month) | | | |
| YEAR | Visit 1 | Visit 2 | |
| | | | |
| | | | |
| | | | |
| Contact Details | | | |
| SUP.CODE / Name of the Contractor | | | |
| Name of Service Engineer | | Mobile No. | |
| Service Centre Manager's name | | Mobile No. | |
| Date: Seal of Contractor: | | Date: Hospital Seal : | |

| | | | | |
|--|-------------|---|-------------------|-----------------|
| Service center address | | | | |
| Accessories supplied | | | | |
| Sl. No. | Item | Qty. | Serial No. | Remarks |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| To be filled by Institution | | | | |
| Whether a digital Photograph of the installed equipment in the presence of the hospital personnel? | | | | YES / NO |
| Whether the Demonstration of the equipment with accessories on the technical specification/key features was conducted to the satisfaction at the time of installation? | | | | YES / NO |
| Whether training was conducted to the satisfaction at the time of installation? | | | | YES / NO |
| Short supply items, if any | | | | |
| Remarks of hospital authorities | | | | |
| Recommend to release 90% payment YES <input type="checkbox"/> NO <input type="checkbox"/> | | The equipment is working satisfactorily YES <input type="checkbox"/> NO <input type="checkbox"/> | | |
| The equipment was installed and handed over on _____ (Installation date to be filled in by the Head of the institution or by the end user) | | | | |
| Name of Service Engr. | | | Sign. | |
| Name of End User & Department | | | Sign. | |
| Signature of the Head of the Institution | | | Sign. & Seal | |
| Date: | | Date: Hospital | | |
| Seal of Contractor: | | Seal : | | |

Annexure III: Warranty Declaration

WARRANTY DECLARATION

(to be filled jointly by the Contractor, head of user institution & Representative of the Tender Inviting or Ordering Entity individually for every equipment)

Date:

Work Order No : dated.....

The equipment (Equipment Name) Model No..... bearing serial no. was installed successfully at (Institution Name) is offered with a comprehensive warranty for a period of Years starting from..... to including all the following accessories;

| Sl. No. | Name of the Equipment | Manufacturer's Name | Equipment Serial No. | Qty. |
|---------|-----------------------|---------------------|----------------------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | |
|-------------------------|--|
| Name of the Contractor: | Name of the Hospital In-charge / End User: |
| Signature: | Signature: |
| Seal: | Seal: |

Annexure IV: Performance Statement (Two Months Post Installation)

TWO MONTHS' PERFORMANCE STATEMENT

(to be filled by the hospital in-charge individually for every equipment)

| | | | | |
|---|------------------|--------------------------|------------------------------|--------------------------------|
| HOSP CODE / Hospital Name: | | | | |
| SUP.CODE / Name of the Contractor | | | | |
| Equipment Details | | | | |
| EQPT CODE /Nameof the equipment: | | Order No: | | |
| Make / Manufacturer | | Order Date: | | |
| Model | | Order Value: | | |
| Serial no. | | Project Name | | |
| Date of Installation | | Location / Department | | |
| Whether Equipment working satisfactorily without any problemfor two months? | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| If No, provide details of equipment failure in the first two months (attach additional details if any in a separate sheet) | | | | |
| BREAK DOWN DETAILS | | | | |
| Break down Reported Date | Attended date | Rectified date | Attended by | Details of beak down / service |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | | | |
|---|--|---|-----------------------------|
| Present status of the equipment | | Working satisfactorily <input type="checkbox"/> Not working satisfactorily <input type="checkbox"/> | |
| Recommended to settle the final 10% of payment | | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Performance of accessories supplied | | | |
| Further Training | | Required <input type="checkbox"/> Not required <input type="checkbox"/> | |
| Remarks of hospital authorities | | | |
| Two month performance certificate was issued on _____ (date to be filled in by the Head of the institution or by the end user) | | | |
| Name of End User & Department | | Sign. | |
| Signature of the Hospital In-charge | | Sign. & Seal | |
| Date: Seal of Contractor: | | Date: Hospital Seal: | |

Annexure: V: Bank Guarantee (EMD)

Bank Guarantee Format for Furnishing EMD

To

Assam Cancer Care Foundation

3rd Floor, V K Trade Center, Opp. Down Town Hospital G S
Road, Guwahati 781022

Whereas..... (hereinafter called the “Tenderer”) has submitted their offer dated..... for the (hereinafter called the “Tender”) against the purchase’s Tender Reference No.....

KNOW ALL MEN by these presents that WE..... of..... having our registered office at.....are bound to Assam Cancer Care Foundation, Guwahati (hereinafter called the “Purchaser”) for the sum of for which payment will and truly to be made to the said Purchaser, the bank binds itself, its successors and assigns by these by presenting this bank guarantee.

Sealed with the common seal of the said Bank thisday of20

AND WHEREAS we have agreed to give the Contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Tenderer, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor 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 Tenderer before presenting us with the demand.

This guarantee shall be valid until theday of20.....

We theBranch..... undertake not to revoke the guarantee during its currency except with the previous consent of Assam Cancer Care Foundation for its release.

We theBranchfurther agree that a mere demand by Assam Cancer Care Foundation, Guwahati is sufficient for us..... Branch at to pay the amount (full or partial as indicated by ACCF) covered by the Bank Guarantee without reference to the said Tenderer and protest by said Tenderer cannot be valid ground for us.....Branch to decline payment to Assam Cancer Care Foundation.

..... (Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Banks and address of the Branch

Annexure-VI: Bank Guarantee (Performance Security)

Bank Guarantee Format for Performance Security

To

Assam Cancer Care Foundation

3rd Floor, V K Trade Center, Opp. Down Town Hospital
G S Road, Guwahati 781022

WHEREAS (name and address of the Contractor) (here in after called “the Contractor”) has undertaken, in pursuance of contact no.....dated..... to supply..... (description of goods and services) (herein after called “the Contract”).

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor 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 Contractor 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 Contractor 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 until theday of20.....

We theBranch undertake not to revoke the guarantee during its currency expect with the previous consent of the Assam Cancer Care Foundation, Guwahati in writing.

WeBranch further agree that a mere demand by Assam Cancer Care Foundation, Guwahati is sufficient for us..... Branch at to pay the amount covered by the Bank Guarantee without reference to the said Contractor and protest by said Contractor cannot to valid ground for us..... Branch to decline payment to Assam Cancer Care Foundation , [Guwahati](#)

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Banks and address of the Branch