



**Tender Ref No.: ACCF/Linac Bunker Works/25-26/121**

**Date 30.01.2026**

## **e-TENDER DOCUMENT**

**“MEP & Civil Works for LINAC Bunker at Barpeta”**

**ASSAM CANCER CARE FOUNDATION**

**3rd floor, V.K. Trade Centre, G.S. Road, Opp. Downtown Hospital,  
Guwahati – 781022, Assam Ph: +91-90852 02020,**

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

### 1. NOTICE INVITING RFP: -

Assam Cancer Care Foundation (ACCF) invites proposals from eligible bidders for “MEP and Civil Works for setting up LINAC area ” through **Online Bids** e-Tender portal <https://assamtenders.gov.in/> for Barpeta . Detailed location(s) are as mentioned below:

SI No.	Level	Location	Address
1	L2	Barpeta Cancer Centre	Barpeta-Hospital-Jania Rd, Dhan Bandha, Jaher Pam, Assam 781314.

### 2. SCHEDULE OF RFP: -

Sl. No.	Particulars	Date and time
1	Date & Time of release of Bid Document	Date: 30.12.2026 Time: 1800 Hrs
2	Date & Time of Pre-bid meeting(online)	Date: 04.02.2026 Time: 12:00 Hrs Venue: Online at MS Teams (Link shall be uploaded at ACCF website) <a href="http://www.assamcancercarefoundation.org">www.assamcancercarefoundation.org</a>
3	Due date and time for submission of Pre-bid meeting queries in writing or vide Email. (pls give both Excel and PDF)	Date: 09.02.2026 Time: 1200 Hrs E-mail: <a href="mailto:procurement@accf.in">procurement@accf.in</a>
4	Last Date & Time of online bid Submission (Online)	09.02.2026, 1500 Hrs
5	Technical Bid Opening (online)	After one hour of above last date and time
6	Date of opening of Price Bid (Online)	To be informed to the qualified bidders

### 3. FEES, EMD AND TENDER DETAILS: -

Brief Description of Item	Hospital List:	Bid Security/ EMD (In Rs)	Timeline for Execution of Work	Tender Fees (in Rs)
MEP & Civil Works for LINAC Bunker at Barpeta	Barpeta	1,00,000/- To be submitted Online on e-portal	45 days from Date of formal order	500/- Online on e-portal

#### 4. Key Points

S. No	Item	Descriptions
1	Validity of Bid	Bids should be valid for a minimum period of 180 days from the last date of submission of Bid.
2	Validity of Bid Security /EMD	30 (thirty) days beyond the final bid validity date (total 210 days).
3	Performance Security	5% of the contract/order value (from the successful bidders).
4	Validity of Performance Security	valid for 24 months.
5	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.
6	Completion of Work	45 days from date of issuance of Work Order.
7	Defect Liability Period	12 months post-handover of the works
12	Payment Timeline	Payment shall be released within 45 days of receipt of Bill. Bill can be raised only after obtaining the certificate of completion from the project/Site engineer.
13	Project Value	Rs. 55,28,000/- incl.GST

#### Note: -

- i. Tender fees (non-refundable) online via e-portal <https://assamtenders.gov.in>
- ii. EMD shall be deposited through Online in tender portal, i.e., <https://assamtenders.gov.in>  
For FDR/BG/TDR (pledged in the name of **Assam Cancer Care Foundation**), if opted for, Originals should reach the ACCF office within the submission deadline. Any EMD received after the deadline will lead the bid to be rejected. Any delay by post or courier shall not be entertained.
- iii. The above timelines are indicative, and ACCF reserves the right to change the timelines as per the requirement.
- iv. No extra amount shall be paid other than the contracted/quoted rate.
- v. **All applicants must furnish the Bid Security and Processing Fee of the amount and in the manner asked for. Proposal without Bid Security & processing Fee shall be liable for rejection summarily.**
- vi. Place of any arbitration shall be in the courts of Guwahati (Assam) only.

-S/d-

Assam Cancer Care Foundation,  
Guwahati, Assam

## 5. ONLINE SUBMISSION OF BID: -

- a. The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e., <https://assamtenders.gov.in>) within due date of submission.
- b. All documents, including duly filled-up forms, formats, instruments and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorized to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.
- c. Proposal shall be typed or written in indelible ink and shall be signed by a person or persons (s) duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initialed by the person or persons authorized to sign.
- d. Proposals shall be digitally signed as per a Class 3 digital certificate by a person or persons (s) duly authorized to sign on behalf of the Applicant for online submission.
- e. The Applicant is required to submit the hard copies of selected key documents of the technical proposal within due date of submission of the proposal. The hard copies shall include following documents:
  - I. EMD (Bid Security) and Processing/RFP Document Fee (proof of payment). If EMD Payment is made in the form of BG/FDR.
- f. The Applicant can submit above hard copies either through courier or by hand (with acknowledgement) to the address given below. Non-submission of hard copies of EMD (if not submitted via RTGS/NEFT/Online) within due date and time shall be treated as no-bid and render the bid liable for rejection.

To,

The Chief Operating Officer (COO),

**ASSAM CANCER CARE FOUNDATION**

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

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

h. Registration of Contractor/bidder

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

i. Digital Signature certificate (DSC)

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

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

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

l. **.Seeking Clarification:** Bidders can ask any kind of clarification via email to [procurement@accf.in](mailto:procurement@accf.in); any other mode will not be accepted. Bidder need to submit their clarification in the PDF and Excel file with column headings of S no, Tender term no & page, Tender term, Clarification/query/proposed amendment, Justification/reason for change.

**m. Amendment of Bidding Documents:**

- i. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing an online corrigendum. The corrigendum will appear on the website <https://assamtenders.gov.in> under "Latest Corrigendum", and an email notification is also automatically sent to those bidders who

- have moved this tender to their “My Tenders” area.
- ii. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their “My Tenders” area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document.
  - iii. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.
  - iv. In case a bidder has already submitted the bid before corrigendum & he/she will be allowed to resubmit the updated bid again without any additional cost of EMD. In that case, his updated bid shall be taken for evaluation.

#### **n. Submission of Tenders**

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

#### **A. Technical proposal**

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

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

- i) Technical Documents
- ii) Eligibility Documents

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

#### **B. Financial proposal**

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

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

#### **o. Withdrawal of Bid**

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

#### **p. Resubmission**

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

#### **q. Help Desk**

Help Desk numbers for any kind of support related to e-Procurement: Local Language Support: 1800 2121 18866(Ext. 2)

0361 - 234 7144, 223 7188 (9:30 am to 5:30 pm)  
(Language: Assamese/Bengali/Hindi/English)  
24 x 7 Help Desk Number: 0120-4200462, 0120, 4001002, 0120-4001005,0120-6277787.  
International Bidders are requested to prefix 91 as the country code.  
(Language: Hindi/English)

## 6. SCOPE OF THE BID:

**Civil Works:** Scope includes dismantling, concreting, civil finishing, interior fit-outs, and furniture works.

**MEP Works:** Scope covers electrical panels with cabling, internal wiring and earthing, HVAC duct erection, and ELV systems.

Detailed item-wise BOQ has been provided to ensure complete clarity of scope. Billing will be carried out based on actual work executed, subject to certification and approval by the engineer in charge

Prior to material procurement, obtaining TDS approval is mandatory from the client.

## 7. GENERAL INSTRUCTIONS TO TENDERER (GIT): -

### a. Definitions and Abbreviations

#### 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, annexures 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 in the RFP 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.

**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

S. No.	Abbreviation	Expansion
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

## 8. BID DOCUMENT: -

- a. 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".
- b. The bid document shall be made available in the e-Tender portal for downloading. Bidder shall submit Tender Processing Fee as described in the RFP and non-submission of the same shall be one of the disqualification factors of bidding process. The documents to be submitted online is mentioned in the RFP.
- c. 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 unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the seal of the bidder.
- d. **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.
- e. The bid (in English Language only) for the supply of equipment mentioned in the RFP shall be submitted along with detailed specifications. A technical leaflet/brochure/literature shall be furnished.
- f. 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 overwriting shall be valid only if they are initialed by the person (s) signing the offer.
- g. 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 authorised representative shall be enclosed as part of the technical bid as proof of having read and accepted the terms and conditions of the bid document.
- h. An offer submitted in vague /ambiguous financial terms and the like shall be termed as non-responsive and shall be summarily rejected.
- i. Clarifications to specific requests shall be responded to 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.
- j. Payment for e-Tenders (Tender Processing Fee & EMD): - The Tender Processing Fee and EMD shall be paid by the bidder in the following manner:

- i. Nonrefundable **Tender Processing Fee** shall be furnished by the bidder online only in the e-tender portal. Proof of which should be submitted along with the technical bid. Non-payment of the processing fee shall render the bid liable for rejection.
- ii. The bidder can furnish the **EMD (i.e., Bid Security)** amount in either of the form given above:
  - 
  - a. Fixed Deposit Receipt (FDR)/TDR 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
  - c. Online payment (NEFT/RTGS/IMPS) as per e tender portal information.
  - d. The bidder has to submit (online) the scan copy (in PDF format) of the BG/TDR/FRD 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.
  - e. However, the bidder has to submit the original instrument of the Tender 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 RFP.
- f. 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 RFP. 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 **EMD** should be clearly super scribed as “Key Documents, Tender Reference No. ....” along with name and address of the bidder.
- g. Non-submission of **EMD** as mentioned in the RFP shall be one of the primary reasons for rejection of the offer in the first round.
- h. EMD of unsuccessful bidders will be discharged/ returned within 30 days of finalization of tender. Online submitted EMD is subject to the e-tender Portal guidelines.
- i. The successful bidder’s **EMD** will be discharged upon the bidders’ signing the contract and furnishing the performance security.
- j. No interest will be paid for the **EMD** submitted.
- k. 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.
  - l. The EMD will be forfeited, if a bidder: -
    - i. Misrepresents facts or submit fabricated / forged / tampered /altered / manipulated.
    - ii. Withdraws bid after opening of technical bid.
  - iii. A successful bidder fails to sign the contract after issuance of Letter of Intent/Award
  - iv. Fails to furnish required performance security after issuance of Letter of Intent/Award.
- m. **Deadline for Submission, Modification & Withdrawal of Bid: -**
  - i. 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.
  - ii. 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.
  - iii. The bidder can modify or withdraw bids submitted online before the last date & time for online submission.
- n. **Period of Bid Validity: -**

- iv. The bid must remain valid for a 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).
- v. 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.
- vi. 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.
- vii. Withdrawal of bid during its validity period shall result in forfeiture of **EMD**.

**o. Rejection of Bid(s): -**

- i. The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in the RFP.
- ii. 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 parties. 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.
- iii. Conditional or partial acceptance of tender terms and conditions or imposition of additional terms and conditions by the bidder shall be liable for rejection.

**iv. 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 relationships 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.
- v. No alternative bids shall be allowed the bid shall be liable for cancellation in case of an alternative bid.
- vi. **Notices:** - **ACCF** shall publish the following information on its website / 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
- vii. **Other Terms and Conditions: -**
- a) **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 this document.
  - b) 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.
  - c) In the event, if it is found that there is some statutory deduction to be made at the source, the Tender Inviting Entity will have the right to do so.
- viii. **Pre-Bid Meeting**
- a. 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 encouraging a fair and competitive bidding process.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. Filled up Bids will be accepted (Online) only after the date of pre-bid meeting.
- ix. **Amendment of Bid Documents: -**
- a. 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.
  - b. 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.
- x. **Submission of Bid: -**
- a. 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.
- b. PART-I as TECHNICAL BID shall be submitted online (only) in the e-Tender portal with all the required documents as mentioned in the RFP.
  - c. PART II as PRICE BID (in the required Format) shall be submitted online only. The price bid format (Excel sheet available in the 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 submissions by bidder shall lead to cancellation of bid.
  - d. The bidder should check the system-generated confirmation statement on the status of the submission.
  - e. **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.
- xi. 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 the 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. Bidder information format
  - b. Original Instrument with respect to payment of EMD, if paid in form of BG or FDR/TDR.
  - 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)
- xii. 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 the due date and time.
- xiii. Resubmission of Bid: -
- a. All bids 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.
  - b. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
  - c. Resubmission of bid shall require uploading of all documents, including price bid, a fresh one.
  - d. 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.
  - e. 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 the expiry of the closure time of the bid.
  - f. The bidder should avoid submission of the bid at the last moment to avoid system failure & the like.
- xiv. **List of Documents in Bid Submission:** 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 [proof of payment]
  - b. Format – T1 (Checklist)
  - c. Format – T2 (Details of Items quoted)
  - d. Format – T3 (Details of EMD submitted, Scanned copy of the TDR/FDR / BG in PDF)
  - e. Format – T4 (Details of Bidder)
  - f. Format – T5 (Declaration Form)
  - g. Format – T8 Certificate of annual audited statements for 2022-23, 2023-24 & 2024-25 (Provisional

statement of account shall not be considered) issued by a Chartered Accountant.

- h. Format–T9 (Performance Statement during the last three Years)
  - i. Copies of Work Orders & end user certificates in support of the information furnished in Format T-9
  - j. Format – T10 (Statement of deviation – BOQ /Technical Specification)
  - k. Format – T11 (Para-wise compliance to BOQ /Technical Specification)
  - l. Copy of the GST registration certificate and PAN
  - m. Copy of incorporation document, i.e., Certificate of Incorporation, Registration Certificate /Deed of Partnership.
- xv. No price information to be furnished in the Technical Bid.
- xvi. **Complaint and Clarification: -**
- a. 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.
  - b. The Representations/ Objections/ Complaints against any bidder should be self-certified and accompanied by credible and foolproof evidence before submitting to the TIE.
  - c. 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 foolproof evidence means, a certified copy of the order if it is a court case. If otherwise blacklisted, banned or de-recognised for any specified period, such order must appear on the website or be accompanied by an authenticated copy of the order to that effect.*
  - d. The Tender Evaluation Committee shall first review the Representations / Objections/ Complaints against any builder 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 to be heard, if found necessary.
  - e. No Representations/ Objections/ Complaints shall be entertained if it are not filed within the meaning and scope of the above clauses, and any such Representations/ Objections/ Complaints received thereafter shall be summarily rejected.
- xvii. **Demonstration of Technical Specifications & Performance:**
- a. 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.
  - b. 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.
  - c. 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 on 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 items supplied are not in conformity with the technical specification as prescribed.

xviii. **Price Bid Opening:** -

- a. 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.
- b. 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 fulfilment of warranty/guarantee and after-sales service to the satisfaction of the user Institution/facility.
- c. Basic price for each line item in the BoQ shall be includes excise duty / customs duty, packing, insurance, installation, forwarding/transportation (up to the site) with onsite warranty, calibration charges, if any, and excludes GST.
- d. 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.

xix. **Price Reasonableness:** -

- a. 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 the same or equivalent item (make, model and specification) in the last one year.
- b. **ACCF** is not bound to accept the lowest evaluated responsive bid if the quoted price is found to be unreasonable. The TIE will have the following options available with it in case the price quoted by the preferred bidder (L1 price) is found to be unreasonable. Cancel the tender and go for a fresh bid with or without revised terms and conditions.
- c. Seek clarification on the quoted price from the L1 bidder and negotiate for an acceptable price, seeking a revised price bid from the L1 Bidder.

xx. **Award of Contract:** -

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. If ACCF is not convinced of the price offered and found it unreasonable.
- b. 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.
- c. 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.
- d. 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.
- e. 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 Lol or from the date of signing of the contract agreement, whichever is later. Rate validity can be increased for further period on mutual consent.
- f. The successful bidder may be called to 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.
- g. Promptly after notification of award, within 10 days from the date of intimation or issue of Lol, 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.
- h. SHOP drawings to be submitted to ACCF. Upon approval, works can be started.
- i. Technical Data sheet of individual items as per approved make to be submitted to ACCF.
- j. As-built drawings two (2) sets of hardcopies need to be submitted post-handover of the project

## 9. Eligibility Criteria: -

- 9.1 The Bidder should be an entity registered under relevant laws in India..
- 9.2 The Bidder should have experience of successful execution of similar assignments/contract of value (cumulative total) not less than Rs 50 lakhs of supply, installation and commissioning of “Civil Work and MEP” of any Government, PSU or Corporate Hospital during last three financial years i.e., 2022-23, 2023-2024, 2024-25. The Work Order copies & Completion certificates in support of that in last 3 financial years to be furnished (As per Format T9).
- 9.3 The Bidder should have an average annual turnover of Rs. 30 lakhs or more in the last three (3) financial years (i.e., 2022-23 or 2023-24, 2024-25) duly certified by the Chartered Accountant as per the format at Format T8.
- 9.4 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.
- 9.5 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.

## 10. GENERAL CONDITIONS OF CONTRACT: -

### a) Assignment, Sub-letting and Modification of Contract.

- i. Assignment: The Successful bidder shall not assign, either in whole, its contractual duties, responsibilities, and obligations to perform the contract, except with the Tender Inviting Entity's (i.e., ACCF's) prior written permission.
- ii. 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.  
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:
  - iii. 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.
  - iv. 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.

### 10.1 Payment Terms: -

Payment to be done on RA bill basis.

## 10.2 Warranty Terms: -

- a. 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.
- b. The Contractor further has 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.
- c. All the equipment, including the accessories supplied as per technical specification, should carry a comprehensive warranty for the period mentioned in the first instance. During this period, the Contractor shall replace all defective parts and attend to all repairs/breakdowns and undertake the 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.  
Site Visits: The successful bidder shall visit each site as part of preventive maintenance as per the frequency mentioned during the warranty period. The bidder shall attend any number of breakdown/ repair calls as and when informed by ACCF.
- d. 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.
- e. Upon receipt of such notice for repair/breakdown from ACCF/Hospital, the successful bidder shall, within the period specified, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to ACCF.
- f. If the Contractor, having been notified, fails to rectify the defect(s) within the period specified mentioned, 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.
- g. 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.
- h. 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.
- i. Any mandatory approval required for installation shall be obtained by the Contractor in liaison with the respective authorities .
- j. The offered warranty includes visits to the user institutions at frequencies prescribed. as part of preventive maintenance, testing & calibration as per the 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.
- k. The bidder shall provide a up-time warranty of complete equipment as prescribed; the uptime being calculated on 24 (hrs) X 7 (day) basis, failing which the extension of Warranty period will be extended by double the downtime period.
- l. If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost .
- m. 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.
- n. Any lacuna or lacunae noticed in the functioning of the installation as a result of any design fault it shall be rectified by the bidder free of cost.
- o. ACCF would expect the contractor to comply with the following warranty period condition for all

ACCF projects. Warranty period shall for all purposes, commence when installations are officially handed over to the Client.

**10.3 Imported Equipment: -**

- a. 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.
- b. 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.
- c. 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.
- d. ACCF shall prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.
- e. 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.
- f. 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.
- g. 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.

**10.4 Intellectual Property Rights: -**

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

**10.5 Corrupt or Fraudulent Practices: -**

- i. 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:
- ii. "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
- iii. "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;

iv. 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.

v. 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.

#### **10.6 Force Majeure: -**

a. 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.

b. 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.

c. 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.

d. 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.

#### **10.7 Resolution of Disputes: -**

a. 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.

b. 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.

c. Venue of Arbitration: The venue of arbitration shall be Guwahati, Assam.

#### **10.8 Applicable Law & Jurisdiction of Courts: -**

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

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

**10.9 General/Miscellaneous Clauses: -**

- a. 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.
- b. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c. The Contractor shall notify the ACCF of any material change would impact on performance of its obligations under this Contract.
- d. 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.
- e. 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.
- f. All claims regarding indemnity shall survive the termination or expiry of the contract.
- g. All incidental work including civil, electrical or mechanical work required for installation of the System will be the responsibility of the Contractor.
- h. Detailed site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.

**10.10 Penalties for Non-Performance: -**

- a. The penalties to be imposed, at any stage, under this bid are;
  - i. imposition of liquidated damages,
  - ii. forfeiture of EMD/performance security
  - iii. termination of the contract
  - iv. blacklisting /debaring of the bidder
- b. 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/debaring of the bidder.
- c. 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/ debaring.
- d. 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:
  - e. **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 which shall be upto maximum 6%.
  - f. 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.

g. Once the timeline for installation and commissioning of OT 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.

h. 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.

#### **10.11 Termination of Contract: -**

a. **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 to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the TIE.

b. 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.

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

d. **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.

e. **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.

#### **10.12 Price Firmness: -**

a. 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.

b. 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.

c. 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/and vice versa difference levies for the supplied item.

d. 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.

e. 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.

**10.13 Fall Clause: -**

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.

**10.14 Risk Purchase: -**

If the Contractor fails to supply or execute the ordered work within the time given, then the risk and differential cost will be passed on to the original supplier to procure or execute the balance work from the other vendor if supplier is delaying the project. If payment for, any extra cost incurred by ordering authority on any procurement done against risk & cost after lapse of given time period from the date of issue of order these amount will be deducted from the balance payment or security deposit of the concerned supplier. If recovery could not be effected from its security deposit due to the reason of its security deposit getting exhausted, then concerned supplier will be liable for blacklisting apart from any other penal actions and recovery proceedings that may be taken against it as per law.

**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 – T8 (Annual Turnover Statement by Chartered Accountant)		
8	Format–T9 (Performance Statement during last three financial years immediately preceding to the date of submission of bid (i.e. 2022-23, 2023-24 & 2024-25)		
9	Copies of Work Orders & end user certificates in support of the information furnished in Format T-9		
10	Certificate of Incorporation Registration Certificate /Deed of Partnership.		
11	Copy of the .GST registration certificate		
12	Copy of PAN (Income Tax)		
13	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**.

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**

Sl. No.	Name of the BOQ 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.						

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.)
1.....		

**Place:**

**Signature of Bidder:**

**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**

<b>GENERAL INFORMATION ABOUT THE BIDDER</b>						
1	Name of the Bidder					
	Registered address of the firm					
	State		District			
	Telephone No.		Fax			
	Email		Website			
<b>Contact Person Details</b>						
2	Name		Designation			
	Telephone No.		Mobile No.			
<b>Communication Address</b>						
3	Address					
	State		District			
	Telephone No.		Fax			
	Email		Website			
<b>Type of the Firm (Please Select)</b>						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
<b>Nature of Business (Please Select)</b>						
5	Original Equipment Manufacturer (OEM)			Authorized Distributor/Delaer		
	100% Subsidiary of OEM			Importer		
<b>Key personnel Details (Chairman, CEO, Directors, Managing Partners, etc.)</b>						
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: center;">Signature of the bidder / Authorised signatory</div> Place: Date:  Office Seal		

**Format – T5: Declaration Form**

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

**DECLARATION FORM**

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

I / We .....having My / our office at \_\_\_\_\_do declare that I / We have carefully read all the terms and conditions of bid document issued by ACCF for OTs 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 offered are of good quality and meet the applicable standards and as mentioned in the tender and applicable laws.

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 ACCF. 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 / We .....do hereby declare that I / we fulfill the eligibility criteria set out in the bid document and will supply the equipment 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.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm :

**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/s.....having 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.

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover (In Rupees)</b>
<b>1.</b>	<b>2022-23</b>	
<b>2.</b>	<b>2023-24</b>	
<b>3.</b>	2024-25	
	<b>Average</b>	

(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 the Item:** \_\_\_\_\_

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

(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 – T11:**

**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://assamtenders.gov.in>. (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 3<sup>rd</sup> year onwards). CMC price quoted shall be taken into consideration for L1 determination if asked for else it will be awarded at the rate mentioned in CMC/AMC para above.. Po for CMC may be issued after warranty period only as per convenience of the purchaser.**

## ANNEXURES (Documents to be executed by the successful bidder)

### Annexure I: Contract Form

#### 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/2023 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 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				
<b>Equipment Details</b>				
EQPT CODE /Name of 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 problem for two months?			YES <input type="checkbox"/>	NO <input type="checkbox"/>
If No, provide details of equipment failure in the first two months <i>(attach additional details if any in a separate sheet)</i>				
<b>BREAK DOWN DETAILS</b>				
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 _____ <i>(date to be filled in by the Head of the institution or by the end user)</i>			
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 this .....day of .....20 .....

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 representing us  
with the demand.

This guarantee shall be valid until the .....day of .....20.....

We the .....Branch.....undertake Not to revoke the  
guarantee during its currency expect with the previous consent of Assam Cancer Care Foundation for its release.  
We the .....Branch.....further 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 the .....day of .....20.....We the .....Branch undertake not to revoke the guarantee during its currency expect with the previous consent of the Assam Cancer Care Foundation, Guwahati in writing.

We .....Branch 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