



**RFP for Renting LMO tank and Supply of Medical Grade Liquid Oxygen  
For Level 1 & 2 Hospitals of ACCF Across Assam.**

Ref No. ACCF/LMO/2021-22/28

Date 27.10.2021

Issued by:

**Assam Cancer Care Foundation.**

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

Guwahati – 781022, Assam Ph: +91-90852 02020

[www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org)

Email: [procurement@accf.in](mailto:procurement@accf.in)

## 1. NOTICE INVITING PROPOSAL

### Notice Inviting Proposal (NATIONAL COMPETITIVE BIDDING)

Online proposals are invited by the undersigned from eligible manufacturer/Accredited Dealers for Supply & installation of Liquid Oxygen storage tank vide this RFP through rental Model.

#### Calendar of RFP Events & Key Information:

<b>Date of issue of the RFP</b>	27 <sup>th</sup> October 2021
<b>Pre-Bid Meeting</b>	2 <sup>st</sup> Nov. 2021 at 11:00 Hrs at ACCF Office/ MS Teams ID will be published in ACCF Website <a href="http://www.assamcancercarefoundation.org">www.assamcancercarefoundation.org</a>
<b>Last date and time of Proposal submission (Online)</b>	24 <sup>th</sup> November 2021 till 1500 Hrs
<b>Last date and Time for submission of hard copies of key documents.</b>	24 <sup>th</sup> November 2021 till 1700 Hrs
<b>Date &amp; Time for opening of technical proposal</b>	After 2 hrs from last date and time of bid submission.
<b>Date &amp; Time for opening of financial proposal</b>	To be notified once the technical proposal evaluation is complete.
<b>Address for Communication</b>	<b>ASSAM CANCER CARE FOUNDATION</b> 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91-9998515371, E: <a href="mailto:procurement@accf.in">procurement@accf.in</a> W: <a href="http://www.assamcancercarefoundation.org">www.assamcancercarefoundation.org</a>
<b>RFP Processing Fee</b> (non-refundable)	Rs 2,000/- (Rupees Two Thousand) only in the form of Demand Draft/NEFT/RTGS drawn in favour of “Assam Cancer Care Foundation” ( <b>Account No. 37754113832, IFSC: SBIN0003030</b> )
<b>Bid Security/EMD</b>	<b>Rs 50,000/ (Rupees Fifty Thousand)</b> only for each <b>quoted location</b> . To be furnished along with the proposal towards bid security drawn in favour of “Assam Cancer Care Foundation” in the form of Bank Guarantee/Fixed Deposit Receipt (lien marked)/ Online Transfer (NEFT/FTGS)/Demand Draft, issued by any scheduled commercial bank under RBI, having branch in Guwahati. ( <b>Account No. 37754113832, IFSC: SBIN0003030</b> )
<b>Location of Level (1) &amp; (2) Centres of ACCF</b>	1) Barpeta (L2) 2) Dibrugarh (L2) 3) Diphu (L2) 4) Silchar (L2) 5) SCI, Guwahati (L1)

**Note:**

- (i) The above tender timelines are indicative, and ACCF reserves the right to change the timelines as per the requirement.
- (ii) In the event of any of the above-mentioned bidding dates being declared as a holiday for the Proposal Inviting Entity then the event or activity shall be postponed to the next working day at the appointed time.
- (iii) All applicants must furnish Bid Security and Processing Fee of the amount and in the manner as asked for. Proposal without Bid Security & processing Fee shall be liable for rejection summarily.
- (iv) Bidder can quote for any one or more locations depending upon his/her choice. Site wise bid shall be evaluated.

s/d

Assam Cancer Care Foundation  
Guwahati, Assam

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## 2. DISCLAIMER

- 2.1. This RFP is issued by Assam Cancer Care Foundation (“ACCF” or “Client”)
- 2.2. The information contained in this RFP document or information that may be subsequently provided to the interested applicants (“Applicant” or “Bidder” or “Tenderer”), whether verbally or in documentary or any other form by or on behalf of Client or any of their authorized employees or advisers or representatives, would be subject to the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 2.3. This RFP is neither an agreement nor an offer by the Client to the prospective Applicant or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation and submission of their Proposals pursuant to this RFP.
- 2.4. This RFP includes statements, which reflect various assumptions and assessments made by the Client in relation to the scope of work contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
- 2.5. This RFP may not be appropriate for all persons, and it is not possible for the client and its employees, advisor or consultant to consider the objectives, technical expertise and particular needs of each party who needs or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or entirely correct. Each prospective Applicant should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- 2.6. Information provided in this RFP to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2.7. The Client, its employees, advisers, and representatives make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP.
- 2.8. This RFP and the information contained herein are to be used only by the person to whom it is issued, and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors). Even in the event the

recipient does not continue with its involvement in the Project in accordance with this RFP, the confidentiality obligations under this RFP or subsequent tender or contract shall continue to be binding on and adhered to by the Applicant.

- 2.9. ACCF also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
- 2.10. ACCF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 2.11. The issue of this RFP does not imply that the client is bound to select an applicant or to appoint the selected applicant, as the case may be, and ACCF reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

### 3. ELIGIBILITY CRITERIA:

S.No.	Eligibility Criteria	Documentary Evidence Required
<b>1. Entity</b>		
1.1	The Bidder must be a single entity registered under applicable laws in India. The entity must have been in business for more than 3 years as on 1.10.2021. (Consortium and/or Joint ventures are not eligible)	Any one of the followings: 1. Self-attested copy of the Certificate of Incorporation 2. Self-attested copy of the Certificate Registration 3. Self-attested copy of the Partnership Deed
<b>2. Financial Strength</b>		
2.1	The Applicant must have achieved a minimum average annual turnover of Rs. 50 Lakhs during last three financial years (i.e, 2018-19, 2019-20 and 2020-21 (Unaudited for 20-21 is acceptable)	1. Self-attested copy of the Audited Statement of Accounts 2. Audited Balance sheet of last three years with details of annual turnover, profit/loss account etc. 3. Turnover Certificate by CA (original)
2.2	The Applicant should have a positive net worth as on 31st March 2021	1. Self-attested copy of the Audited Statement of Accounts. 2. Audited Balance sheet of last three years with details of annual turnover, profit/loss account etc. 3. Turnover Certificate by CA (original).
<b>3. Work Experience</b>		
3.1	The Applicant should have the experience of executing similar work for at least last three financial years for Clients in any one or more of the following (a) Public Sector undertakings (b) Corporate Hospitals (c) Urban Local Bodies (d) Central/State government organisations	Self-attested copies of work Orders in support of this experience.

3.2	The Applicant should have experience of providing similar services of value not less than Rs 50 lakh (each Year)(cumulative) in last three financial year.	Self-attested year wise copies of work Orders and insupport of this experience. The Applicant also needs to Submit the list of Current Clients being served along with Order Value.
3.3	The Applicant should have experience of installation and supply of 03 nos. LMO tanks for minimum 100 bedded hospital in the last five (5) years.	Self-attested copies of workOrders and insupport of this experience.
<b>4. Registration and Accreditation</b>		
4.1	The Applicants should be registered under relevant statutes including Income Tax Act, GST Act, valid manufacturing license and updated statutory clearances to operate in state of Assam	Self-attested copy of: - (a) GST Registration Certificate (b) EPF Registration Certificate. (c) PAN card (d) Valid Manufacturing license.
4.2	The Applicant should have the required Quality. Certification with respect to the service or the organization.	
<b>5. Non-blacklisting or Debarment</b>		
5.1	The Applicant should not have been blacklisted or debarred form participating in any bidding process by ACCF or any government, UN or public sector entity that is in force as on the due date for submission of Proposal.	Declaration inline as per <b>Annexure 2</b>
5.2	The Applicant including its owner or partner or director or office bearer or officials should not have been convicted by any court in last three years as on the date of submission of the Proposal for any offence relating to fraud, misrepresentation, non-performance of contractual obligations, etc.	Declaration inline as per <b>Annexure 2</b>

**Note:** The decision of the ACCF (RFP Inviting Entity) regarding eligibility would be final and binding on all Bidders. ACCF may seek clarifications from Bidders for satisfying itself with respect to the documents and submissions by the Bidders on the Eligibility Criteria.

## 4. INSTRUCTION TO THE BIDDER

### 4.1. Signing and Submission of the Proposal:

- 4.1.1 The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e., <https://accf.procure247.com>) within due date of submission.
- 4.1.2 Bidder can quote one or for more locations. Site wise bid evaluation shall be made.
- 4.1.3 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) authorised to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.



- 4.1.4. Proposal shall be typed or written in indelible ink and shall be signed by a person or person(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 authorised to sign.
- 4.1.5. Proposals shall be digitally signed as per Class 3 digital certificate by a person or person(s) duly authorized to sign on behalf of the Applicant for online submission.
- 4.1.6. 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 hardcopies shall include following documents:
- (a) EMD (Bid Security) and Processing/Tender Document Fee (if not paid online)
  - (b) Declaration as per **Annexure-2**
  - (c) Original Power of Attorney Document or certified copy of the Board Resolution (incase of Company) authorizing the Signatory.
- 4.1.7. The Applicant can submit above hard copies either through courier or by hand (with acknowledgement) in the address given below. Non-submission of hard copies within due date and time shall be treated as no-bid and render the bid liable for rejection.

To  
**Chief Operating Officer,**  
 ASSAM CANCER CARE FOUNDATION  
 3rd floor, V.K. Trade Centre, G.S. Road,  
 Opp. Down Town Hospital,  
 Guwahati-781022, Assam.

## 4.2 Content of Technical Proposal

- 4.2.1 The Technical Proposal shall be submitted in the format as given under **Annexure-1** along with declarations as per **Annexure-2** and "Turnover Certificate" as per **Annexure-3**. The Applicant shall also submit all other documents, information as required thereunder including EMD (Bid Security) and Processing Fee.
- 4.2.2 The proposal shall be completed in all respect an incomplete proposal shall be liable for rejection. It is mandatory to quote for all roles as mentioned in the bid document.
- 4.2.3 The proposal shall be serially number and signed by the Applicant or by its duly authorized signatory in all the pages. (In case of authorized signatory, a document duly authorizing the signatory shall also be enclosed along with the technical proposal.)
- 4.2.4 The Applicant or its authorised signatory, as the case may be, has to attach his/her digital signature (Class-III) for successfully uploading in the portal (e-tender).

## 4.3 Content of the Financial (Price) Proposal

- 4.3.1. The Financial (Price) Proposal shall be submitted online only by the Applicant. The format for financial proposal shall be available in the e-Tender portal for download. Applicants are required to upload the proposal duly filled up within due date. The format given under **Annexure-8** is just for reference. **Applicants are not required to submit the hard copy of**

**the price proposal in any circumstances.**

- 4.3.2 The price quoted shall be inclusive of all taxes and other statutory liabilities. The price as quoted the proposal shall remain valid for a period of **twelve months** from the due date of submission. If required, the Proposal Inviting Entity may seek to extend the price validity period with mutual consent.
- 4.3.3 Bidder is required to quote both for Option-I and Option-II as provided in Financial bid. ACCF will opt for any one option based on evaluation. Bidder, while submitting the bid, agrees to the decision of ACCF and won't have any objection for the selection of any option out of these two.

#### 4.4. Evaluation of the Proposal

- 4.4.1. The technical proposal shall be open for all the applicants submitted their proposal online and key documents within due date.

- 4.4.2. Then each individual proposal shall be assessed against the eligibility criteria given in Para 3.1 to shortlist the eligible applicants. It is mandatory to quote for all roles as given in this RFP otherwise bidder is liable to be rejected.

The technical proposal of eligible applicants shall be evaluated, based on the following criteria:

S.No	Technical Evaluation Parameter	Comply (Yes/No)	Remarks
1	Experience in Similar Activity i.e providing Liquid medical oxygen to Hospitals (3 Years or higher)		
2	Average Annual Turnover for last three Financial Years (Rs.50 lakh or higher) & Net worth		
3	The Applicant should have experience of installation and supply of 03 nos. LMO tanks for minimum 100 bedded hospital in the last three years.		
4	Experience in Public Health Institutions i.e., number of Clients Served in preceding three years. (No of clients)		
5	Quality Certifications of the Bidder (pls specify)		
6	The bidder must be manufacturer /supplier/distributor of Medical Gases i.e. LMO and should have a valid license issued from the concerned Authority.		
7	The firm should enclose a certificate indicating total numbers of Liquid Oxygen transport tanks in possession and permission to ply on roads at all times of the day including restricted hours from the Police (min 5 Nos)		

- 4.4.3. Financial (price) proposal shall be opened after the technical evaluation is completed. Only those Applicants who clear technical evaluation shall qualify for financial proposal opening. The Applicant with total lowest quote (price offer) of total monthly rates (of all roles) shall be declared as most preferred applicant and invited for signing the contract for providing the required service. If L1 bidder is rejected on any ground after opening of Financial Bid then L2 bidder shall be considered for award of Contract. If lowest quote found not as per the requirement of statutory requirement like licenses or any other applicable statutory

act(s) than that bid may be rejected and reranking of the financial bid shall be done after removing non-compliant bidders (at the stage of Financials) for the technically qualified bidders. At stage of bid evaluation (even after financial bid opening and declaring L1 bidder), it was found that Bidders' quoted rate are not in compliance with any other applicable statutory requirements than that bidder's financial bid shall be rejected. After rejection of the non-complaint price bid, price comparison shall be done again to decide L1.

4.4.4. However, in case two or more technically qualified bidders quote the same lowest price (L1 price), and then the bidder having the higher annual average turnover shall be awarded the contract.

4.4.5. The Proposal Inviting Entity (i.e., ACCF) reserves the right to seek clarification on the bids submitted and can ask for additional information/documentary evidence or clarification. Bids can be rejected for noncompliance of one or any term of RFP. Bidder shall be solely responsible for any error made in Technical or Financial bids.

4.4.6. Any effort by an Applicant to influence Client's processing of Proposals or award decision may result in the rejection of its Proposal.

4.4.7. As a fall back option, ACCF reserves the right to call L2/L3/L4...bidders (L2 being the priority for matching the rates) to match the qualified/selected L1 rates. Matched L1 rates bidder may be called to provide the services in case selected qualified L1 bidder fail to perform.

#### 4.5. EMD & Performance Security

4.5.1. The Applicant along with the Technical Proposal shall submit an Earnest Money Deposit (EMD) as mentioned in RFP, refundable without interest in the form of Bank Guarantee/Fixed Deposit Receipt (lien marked)/ Online Transfer (NEFT/FTGS)/Demand Draft, issued by any scheduled commercial bank under RBI, having branch in Guwahati, drawn in favour of "Assam Cancer Care Foundation" (**Account No. 37754113832, IFSC: SBIN0003030**). Format of Bank Guarantee for EMD is given in **Annexure-6**.

4.5.2. Non-submission of Tender Fee and EMD of required amount and manner shall render the proposal liable for rejection.

4.5.3. EMD of unsuccessful applicants shall be returned to them without any interest within 30 days of signing the agreement with the successful applicant. EMD of successful bidder shall be returned upon submission of required Performance Security. EMD can be adjusted with Performance Security amount.

4.5.4. The EMD of the successful applicant shall be forfeited in following circumstances:

- a) Fails to submit the performance security of required value maximum within 21 days of Letter of Intimation and sign the agreement.
- b) Withdraws the proposal within validity period.
- c) Provides false and misleading information in the proposal

4.5.5. Successful applicant has to submit performance Security for an amount equivalent to 5 % (Five p.c.) of the total annual value of the contract excluding GST, if any within 15 days of issue of "Letter of Intent" by the Client intimating its intention to enter into the contract. Format of Bank Guarantee for Performance Security is given in **Annexure-7**.

- 4.5.6. The successful applicant, within 15 days of receipt of the "Letter of Intent" has to submit with the Contracting Entity (i.e. ACCF) required performance security along with the agreement (as per Annexure-4) duly typed and signed on a stamp paper of value Rs. 100/-. The Service provider has to prepare two sets of agreement one for itself and other for the Client.
- 4.5.7. The performance security submitted by the service provider shall be released within 60 days of successful completion of the contract period or extension thereof, if any. In case of premature termination of the contract by the Client without any fault/non-performance, whatsoever, in the part of the Client, then also the performance security shall be released within 60 days of such termination.
- 4.5.8. In case of breach of any contractual terms and conditions, the Performance Security Deposit of the service provider shall be liable to be forfeited besides legal and other recourses available with the Client including annulment of the Contract.

## 5. GENERAL CONDITIONS OF CONTRACT

### 5.1. Assignment, Sub-letting and Modification of Contract

#### 5.1.1 Rental Model :-

The RFP is based on the Rental. In Rental Model: Bidder will be responsible for the Capex expenses for Supply, installation, commissioning and Maintenance of the LMO Tank. AMC/CMC shall not be paid extra in Rental Model as the same shall be included in the monthly rent. Refilling of tank shall be the responsibility of the selected bidder.

#### 5.1.2 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.

#### 5.1.3 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.

#### 5.1.4 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 LMO 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.

#### 5.1.5 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.

#### 5.1.6 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.
- 5.1.7 ACCF reserves the right to terminate the rental contract at any time by giving 60 days notice period without assigning any reason thereof. In case of unsatisfactory services, rental contract can be terminated in 30 days. In case of termination, all capax shall be removed by the selected bidder within 15 days time.

### 5.3. Performance Security

- 5.3.1 The rent contract shall be valid for 10 years.
- 5.3.2 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 (for all the sites) before signing of the contract, initially valid for 36 months.
  - b) Balance 3% (to be calculated on the PO value) within 15 days of the issue of the Work Order for the respective site, valid for 120 months from the date of issue of Work Order or subsequently it shall be adjusted in the bills.
- 5.3.3 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 ACCF.
- 5.3.4 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.
- 5.3.5 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 15 days of issue of the Work Order (WO), by the contractor may result in cancellation of WO and other penal action by ACCF including termination of contract, forfeiture of Performance Security and blacklisting.
- 5.3.6 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 ACCF.
  - 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**.

#### 5.4. Supply, Installation & Commissioning

##### 5.4.1 Timeline for works completion

Sl.No.	Facility	Timelines for completion	Tentative time of site readiness
1	Barpeta ACCF Hospital	45 days from date of work order.	Dec 2021
2	Dibrugarh ACCF Hospital	45 days from date of work order.	Dec 2021
3	Diphu ACCF Hospital	45 days from date of work order.	Dec 2022
4	Silchar ACCF Hospital	45 days from date of work order.	March 2022
5	SCI Guwahati	45 days from date of work order.	March 2022

- 5.4.2 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 stipulate period, purchaser shall deduct Liquidated Damage (LD) charges as per the bid conditions specified in **Clause 5.17**.

- 5.4.3 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.

- 5.4.4 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.

- 5.4.5 The Contractor is required to complete the installation and Commissioning of the "LMO System" successfully at the site within time specified under **Clause 5.4**. 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.

- 5.4.6 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.

- 5.4.7 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 LMO System.
- 5.4.8 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.
- 5.4.9 Detailed site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.
- 5.4.10 Earthing arrangements for all the equipment shall be completed as per standard practice.

## **5.5. Payment**

- 5.5.1 No advance payments towards cost of item supplied and installed will be made to the Contractor.

Monthly Rental for the LMO tank shall be paid on a monthly basis as per bill cycle. Bills for refilling will be reimbursed within 30-45 days of receipt of valid bills.

- 5.5.2 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.
- 5.5.3 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.

## **5.6. Post-installation Service Conditions**

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.

- 5.6.1 In case of rent out option all the maintenance responsibility will lie on the vendor.
- 5.6.2 For SITC, 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.

- 5.6.3 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).
- 5.6.4 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.
- 5.6.5 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.
- 5.6.6 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.
- 5.6.7 In case supply is not on time, the hospital authorities/tender inviting authority will have the right to purchase Medical Gases from the open market and extra money spent due to rate difference plus transportation charges will be deducted from the payment due/ performance security of the supplier. i) Failure or delay in supply of life saving medical gases shall result in financial penalty and any other levy as decided by the Tender inviting authority.
- 5.6.8 The bidders shall give undertakings that if they fail to maintain standards of tank and cylinders, gases and if some mishap occurs, they shall be responsible for the same.

#### **5.7. Warranty Terms**

- 5.7.1 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.
- 5.7.2 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.
- 5.7.3 All the equipment including the accessories supplied as per the technical specification in **Clause 6** should carry comprehensive warranty for a period mentioned under **Clause 5.4** 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.
- 5.7.4 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 5.4**.
- 5.7.5 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.
- 5.7.6 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



break down/ repair calls as and when informed by ACCF.

- 5.7.7 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.
- 5.7.8 Upon receipt of such notice for repair/breakdown from ACCF/Hospital, the successful bidder shall, within the period, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to ACCF.
- 5.7.9 If the Contractor, having been notified, fails to rectify the defect(s) within the period specified, 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.
- 5.7.10 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.
- 5.7.11 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.
- 5.7.12 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.
- 5.7.13 Any mandatory approval required for installation shall be obtained by the Contractor in liaison with the respective authorities.
- 5.7.14 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.
- 5.7.15 The offered warranty includes visits to the user institutions at frequencies prescribed under **Clause.5.7.** 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.
- 5.7.16 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.
- 5.7.17 All software updates, if any required, should be provided free of cost during Warranty period.

## **5.8. Maintenance Contract (CMC & AMC)**

- 5.8.1 The cost of CMC i.e. including spare parts shall be as follows: - Included in monthly rental fee.

## **5.9. Training**

- 5.9.1 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.
- 5.9.2 The training details shall be recorded in the installation certificate, wherever required for enabling the payment.

## **5.10. Imported Equipment**

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.

- 5.10.1 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.
- 5.10.2 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.
- 5.10.3 ACCF shall prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.
- 5.10.4 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.
- 5.10.5 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.
- 5.10.6 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.

## **5.11. Intellectual Property Rights (IPR)**

- 5.11.1 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.
- 5.11.2 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).

- 5.11.3 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.

## **5.12. Corrupt or Fraudulent Practices**

- 5.12.1 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:

“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**

“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.

- 5.12.2 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.
- 5.12.3 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.

## **5.13. Force Majeure**

- 5.13.1 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.
- 5.13.2 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.

5.13.3 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.

5.13.4 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.

#### **5.14. Resolution of Disputes**

5.14.1 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.

5.14.2 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.

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

#### **5.15. Applicable Law & Jurisdiction of Courts**

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

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

#### **5.16. General/ Miscellaneous Clauses**

5.16.1 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.

5.16.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

5.16.3 The Contractor shall notify the ACCF of any material change would impact on performance of its obligations under this Contract.

5.16.4 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.

5.16.5 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.

5.16.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

#### **5.17. Penalties for Non-performance**

5.17.1 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 /debaring of the bidder

5.17.2 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.

5.17.3 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.

5.17.4 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:

5.17.5 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.

5.17.6 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.

5.17.7 Once the timeline for installation and commissioning of LMO 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.

5.17.8 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.

#### **5.18. Termination of Contract**

5.18.1 Termination for default: 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 30 days, or within any extension thereof granted by the TIE.

- 5.18.2 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.
- 5.18.3 Unless otherwise instructed by ACCF, the Contractor shall continue to perform the contract to the extent not terminated.
- 5.18.4 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.
- 5.18.5 Termination for convenience: - The Tender Inviting Entity reserves the right to terminate the contract, in whole or in part for its convenience, by serving 60 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.

#### **5.19. Price Firmness:**

- 5.19.1 Subject to the condition stipulated above, the prices shall remain firm (unchanged) for first year of the contract and on no account any increase in price shall be entertained. For rest of the contract period, prices may be reviewed again based on market conditions..
- 5.19.2 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.
- 5.19.3 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.
- 5.19.4 . 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.
- 5.19.5 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.

#### **5.20. Fall Clause**

- 5.20.1 If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price

lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

## **6. TECHNICAL SPECIFICATIONS**

**6.1.** Technical specifications of 'LMO' for respective sites under Assam Cancer Care foundation are as follows:

### **6.1.1 Requirement:**

- a)** Supply & installation of storage tank of 5 KL capacity of working pressure of 16-18 kg/cm<sup>2</sup> with storage capacity of approximate 4,385 cum (approx.) oxygen gas in one tank.
- b)** Supply of Medical Grade LMO as per IP: 2018 (including transport up to any L1 & L2 hospital in Assam and including maintenance of Cryogenic storage tank).

### **6.1.2 Terms and Conditions:**

- a)** Periodical check-up and maintenance of LMO tank by technician shall be provided from vendor side.
- b)** Immediate refilling the storage tank is to be done from vendor side as and when required.
- c)** Obtaining PESO license & other related works.
- d)** Connection and installation up to existing pipeline manifold.
- e)** Time of completion – 45 days for installation of storage and supply of Liquid oxygen shall be within 12 hours.
- f)** **There shall not be any stock out situation. Upon occurrence of every stock out situation a penalty of 50% of monthly rent shall be deducted and can be adjusted with the pending payment.**

### **6.1.3 Mode of measurement of Liquid Medical Oxygen:**

By weight of tanker. The conversion factor of 1 kg. of liquid oxygen = 0.770 cum/ 1 ltr of liquid oxygen = 0.877 cum.

### **6.1.4 Warranty of equipment: (i.e. storage of tank and other related equipment)**

Five years from the date of commissioning of the project subject to successful installation certified by ACCF/PMC engineer.

### **6.1.5 Purity of Medical grade liquid oxygen:**

The purity of liquid oxygen should be as per current Indian pharmacopoeia standards.

### **6.1.6 Technical Specification of Cryogenic Tank:**



- a). Capacity - 5KL + 10%.
- b). Alarm VIE (Vacuum Insulated Evaporator).
- c). Low Content Level (Audio Visual).
- d). Low Pressure alarm (Audio Visual) and back up at manifold room.
- e). Alarm VIE low pressure alarm (Audio Visual) low pressure in pipeline system.
- f). The Tank/Vessel should have two separate liquid withdrawal valve with dual parallel regulator system for uninterrupted supply, allowing lines to be sub sequentially closed for maintenance / repair.
- g). Three-way gauge valve for isolation of line pressure with manual control.
- h). The vessel should be maintained in such a way as to keep natural evaporation rate less than 1% per day.
- i). The vessel should be double walled insulated with MAWP (Max allowable working pressure: 16 - 18 kg/cm<sup>2</sup> as per ASME/EN/Equivalent)
- j). The vacuum insulated tank (VICC) should consist of an inner vessel made of stainless steel, designed for a positive pressure at cryogenic temperature and an outer vessel made of carbon steel, designed for vacuum. The inner vessel should be supported on the outer vessel. The in between space is filled with perlite powder to sustain cryogenics temperature and vacuum.
- k). The vessel is to be supported with valves, devices, inbuilt vaporizer, liquid level gauge and pressure gauge on the front side at easy readable height. Both the gauges are duly calibrated.
- l). The vessel is to be supported with valves, devices, inbuilt vaporizer, liquid level gauge and pressure gauge on the front side at easy readable height. Both the gauges are duly calibrated.
- m). The atmospheric vaporizer should be of suitable alloys to be operated at low pressure for continuous supply of oxygen gas. The vaporizer will be put in tandem with the main vessel, with the function of converting LMO into gaseous form for onward supply.
- n). Should provide ambient air heat exchanger which is able to vaporize 150 - 200Nm<sup>3</sup>/Hr LMO into vapour.
- o). The Regulator to be installed should be a pressure regulator, made of cast steel/ (powder coated), with bonnet and trim parts which are able to maintain the required flow.

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

## 6.2. Quality Standard

6.2.1 For Manufacturer: The manufacturer shall have following ISO Certification

- a) ISO 9001-2000 (QMS)



### 6.2.2 Incidental Services:

- 1). All incidental work including civil, electrical or mechanical work required for installation of the System will be the responsibility of the Contractor.
- 2). Detailed site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.
- 3). Earthing arrangements for all the equipment shall be completed as per standard practice.
- 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.
- 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.
- 6). The supplier shall provide comprehensive on-site warranty (Including All Spares, Accessories and Labour) for a period of 5 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). If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- 8). 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.
- 9). 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.
- 10). The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.
- 11). Meter at LMO tank will be in the scope of bidder. Bidders need to provide necessary technology to get the auto alerts for refilling the tank. The bidder will solely be responsible for timely refilling of Oxygen to ensure there is no stockout at any point of time.
- 12). Necessary calibration of the equipment as per schedule will be in the scope of the bidder.
- 13). The bidder will provide all requisite licenses to the tender inviting Authority. ACCF will provide all necessary documents as required to facilitate the process to the bidder. The Authority shall reimburse the bidder all statutory fees and taxes on presenting such payment receipts/challans in originals. All such payments must be in the name of Assam Cancer Care Foundation (ACCF).

## **7. FORMATS FOR SUBMISSION OF BID (Technical Bid)**

## 8. Covering Letter

[on the letter head of the Bidder]

Kind Attention:

[location, date]

The Head Operations

Assam Cancer Care Foundation

Tender No. \_\_\_\_\_

For supply of \_\_\_\_\_

Sir,

1. Having read, carefully examined and understood the RFP document dated [●] issued by ACCF ("Client") and all annexure and other documents attached thereto, and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby submit our Technical and Financial Bid/Proposal for following locations:
  - i. ....
  - ii. ....
  - iii. ....(mention name of quoted locations)
2. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the RFP during the bidding process.
3. We agree that we have inspected and examined the RFP and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.

4. We agree to the conditions of the RFP under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by ACCF as per the terms and conditions.
5. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.
6. We agree to accept the amount of the bill to be paid by the Client after completion of all formalities and should any amount of the bill found by the client/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. ACCF has the right to accept or reject any or all the bids/proposals without assigning any reason.
8. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
9. We understand and agree that ACCF reserves the right to cancel the bid process or the contract agreement at any moment of time without assigning any reason thereof.
10. We represent and warrant to Client that as of the date of submission of this Bid and till the end of the Bid Validity Period (as may be extended):
  - (a) the information furnished by us is complete, accurate, unconditional and fairly presented;
  - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertake the scope of Bid as per the RFP;
  - (c) we are in compliance with all the terms and conditions of the RFP;
  - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect Client's evaluation or decision in relation to evaluation and selection;
  - (e) We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.
  - (f) I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.
  - (g) we acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director or partners, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of contract by us.
11. We undertake that we will intimate Client of any material change in facts, circumstances, status or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the RFP).

12. This Proposal shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at Guwahati will have exclusive jurisdiction in respect of all matters arising out of this Bid.
13. We have agreed that [\_\_\_\_\_] [Insert Authorised Signatory's name] will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Proposal, which will be binding on us.
14. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
15. If our proposal is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document.
16. We further confirm that, if our proposal is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
17. We agree to keep our Bid valid for acceptance as required in the RFP Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
18. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred request for proposal.  
We confirm that we fully agree to the terms and conditions as specified under the RFP Document, including amendment/ corrigendum if any.
19. We confirm that the hard copies of Bid Documents submitted are completely identical to the online submission, without any deviation whatsoever.
20. We have provided details, in accordance with the instructions and in the form required under the RFP.

Yours Faithfully,

[Signature and Details of the Applicant/Authorised Representative]

**Name of the Authorised Signatory:**

**Designation:**

**Contact Details: Mobile: ..... Email:**

## ANNEXURE-1: Technical Proposal Format

### Format for Technical Proposal

(Pl. arrange the documents **serially** in the order as mentioned in the format below)

No	Particulars	Details																
1	<b>Name &amp; Address of the Applicant:</b>	Name:  Address:																
2	<b>Constitution of the Bidder</b>	Firm/Company/Society CIN in case of Company: Society Registration Number: Firm Registration Details:																
3	<b>Year of Establishment:</b>	Date of Incorporation/Registration: (As per the incorporation document)																
4	<b>Details of Income Tax, GST, PF and ESI Registration</b>	PAN: GST Registration Number: PF Registration Number:																
5	<b>Details of the Contract Person:</b>	Name: Designation: Email: Mobile:																
6	<b>Turnover &amp; Profitability</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Financial Year</th> <th style="width: 15%;">Turnover Similar Activity</th> <th style="width: 15%;">Net Profit After Tax</th> <th style="width: 15%;">Net worth (End of the FY)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2017-18</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2018-19</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2019-20</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Financial Year	Turnover Similar Activity	Net Profit After Tax	Net worth (End of the FY)	2017-18				2018-19				2019-20			
Financial Year	Turnover Similar Activity	Net Profit After Tax	Net worth (End of the FY)															
2017-18																		
2018-19																		
2019-20																		
7	<b>List of Public Health Institutions served during last three financial years starting from 2017-18.</b>																	
9	<b>Number of similar service contract executed of value more than or equal to Rs 1 Cr in last three financial years starting from 2017-18</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name of the Client</th> <th style="width: 15%;">Year</th> <th style="width: 35%;">Cumulative value of the Order</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of the Client	Year	Cumulative value of the Order													
Name of the Client	Year	Cumulative value of the Order																

10	<b>The Accreditations, Awards and Achievements of the Bidder.</b>	Awards: Certificates: Other Credentials:
11	Address of the Head Office /Registered Office	
12	Details of Branch office in Assam (Mandatory)	
13	Name and contact no. of Authorized Signatory (in block letters)	
14	Specimen Signature of Authorized Signatory	
15	Details of EMD & Processing Fee Paid (Amount, issuing bank, date and number)	Processing Fee:  EMD:  (Format for EMD BG given in <b>Annexure-6</b> )
16	Constitution of the Applicant and Incorporation Details	Company/Firm/Society/Trust Date of Establishment & Regn. No.  (Furnish copy of incorporation or registration certificate/Deed)
17	Declaration	<b>Annexure-2</b>
19	GST Registration No	(also Furnish Photocopy of <b>GST Registration Certificate</b> )
20	PAN no ( furnish Photo Copy of PAN)	(also Furnish photocopy of PAN)
23	Power of Attorney to sign the proposal on behalf of the Applicant as per <b>Annexure-5</b>	
24	Average Annual Turnover certificate duly attested by a Chartered Accountant with UDIN (In the letterhead of the Chartered Accountant) to this effect with year wise break-up  <b>Audited</b> Statement of Account including Balance Sheet, P & L A/c and Audit Report to be submitted for last three financial years.	Turn over Certificate and Statement of Accounts for last three financial years as per <b>Annexure-3</b> .

25	<p>The organization have to submit the Affidavit (<b><i>On original Stamp Paper of relevant value certified by Notary</i></b>) with the following clauses:</p> <p>a) Our organization has not been blacklisted by any Government Organization</p> <p>b) Our organization does not have any legal suit / criminal case pending against it for violation of statutory or any other law.</p> <p>c) Our organization agrees to abide by all terms &amp; conditions of tender.</p>	Submit the Affidavit As per <b>Annexure-2</b>
26	Details of any incidence of premature termination of any contract in past with any government department, agency or undertakings. (If yes)	

**Table-1**

S.No.	Name and Address of the Client	Details of Personals Provided		Value of Contract	Duration of the Contract	
		Category	Number		From	To
1						
2						
3						
4						
5						

**Attach order copies and client**



**ANNEXURE-2: Declaration by the Applicant**

**DECLARATION BY THE APPLICANT (AFFIDAFIT)**

*(To be typed in a non-judicial stamp paper and duly attested by Notary Public)*

I, \_\_\_\_\_ Proprietor/ Partner /Director/Authorised Signatory of M/s \_\_\_\_\_ hereby declare that the information given and documents furnished as part of this proposal in response to the RFP (Ref No. xxxxxxxx) is true and correct to the best of my knowledge & belief.

The price offered by us in the financial proposal shall remain valid as per tender term. In case we withdraw our proposal or bid any time before its validity then our EMD shall be liable for forfeiture by the proposal Inviting Entity (i.e. ACCF).

We hereby declare that there is no Vigilance/CBI pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.

I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies form participating in tender, which is in effect for the time being.

I/we agree to the ACCF forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a minimum period of 3 years, if any information furnished by us proved to be false at the time of evaluation or at a subsequent date by the Client during the currency of the contract; or in case of non-performance of the contractual obligations. This action would be in addition to other legal recourses available to the Client under the law of the land.

I offer to provide the service as per the prescribed terms and conditions and at the rates as quoted by us in the price bid (submitted separately), if the contract awarded to us.

Dated:

Name & Signature

Place:

Proprietor/Partner/Director/Authorised Signatory

Name of the bidder:

Address:

Address

### ANNEXURE-3: Turnover Certificate by CA

#### Annual Turnover Certificate

*(In the letterhead of the CA Firm)*

The Annual Turnover of M/s\_\_\_\_\_ for the past three financial years are given below and certified that the figures as given below are in conformity with the audited statement of accounts and other statutory returns (i.e., Income Tax & GST) and are true and correct.

Sl. No	Financial Year	Annual turnover from similar business <sup>1</sup> (Rs. in lakhs)
1	2017-18	
2	2018-19	
3	2019-20	
Average Annual Turnover		

The Average Annual Turnover in last three financial years is Rs..... Lakhs (in words)

We also certify that M/s .....is in business of supply installation of LMO for last.....years.

Date:  
Place:

Signature of Auditor/ Chartered Accountant  
(With Official Seal)

FRN.:  
UDIN: xxxxxxxxxxxxxxxx

## Annexure-4 Contract Format

### 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
- f) 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;

- g) 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.
- h) 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 Rent out 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 LMO:

<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 10 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 5-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:			
<b>Equipment Details</b>			
Name of the Equipment & Code:		Order No:	
Make / Manufacturer		Order Date:	
Model		Order Value	
Quantity			
Serial no (s)			
Location / Department:			
<b>Supply Receipt Date</b>			
<b>Installation Start Date</b>		<b>Completed Date</b>	
Comprehensive Warranty Start Date		Comprehensive Warranty End Date:	
<b>Preventive Maintenance Schedule (Specify Year &amp; Month)</b>			
YEAR	Visit 1	Visit 2	
<b>Contact Details</b>			
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:		
Seal of Contractor:		Hospital Seal :		

## Annexure 6: 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:  Signature: Seal:	Name of the Hospital In-charge / End User: Signature: Seal:
--	--



## Annexure 7: 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 _____ (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-8: EMD Bank Guarantee Format

### EMD (Bank Guarantee Format)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

To  
The Director  
Assam Cancer Care Foundation  
Guwahati, Assam

Whereas *(insert the name of the bidder)* (hereinafter called the “Bidder”) is submitting proposal (hereinafter called the “Bid”) for being engaged as travel agent on a long term basis for providing passenger vehicles at different locations in Assam (against the Tender *(insert Tender Ref No...../date)* issued by Chief Operating Office, ACCF, Guwahati (hereinafter called “Company”).

Know all persons by these presents that we *(insert name of the bank)* of *(insert address of the bank)* (Hereinafter called the “Bank”) having our registered office at *(insert regd. office address of bank)* are bound unto *<insert the name and address of Company>* (hereinafter called the “Company”) in the sum of *(insert guarantee amount)* for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Company during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract. or
  - b) fails or refuses to accept/execute the contract. or
  - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at.....\* (Name & Address of the .....\* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

\* the Branch of the bank should be at Guwahati.

***Signature of the Authorised Officer of the Bank)***

***Name and Designation of the Officer***

***Seal, name & Address of the Bank and the Branch***

## ANNEXURE-9: Performance Bank Guarantee Format

**Issuing Bank:** *[insert: Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert: Assam Cancer Care Foundation, Guwahati, Assam ]*

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that M/s \_\_\_\_\_ *[insert: Name & Address of firm]* (hereinafter called "the Agency") has been awarded the tender No: \_\_\_\_\_ dated: \_\_\_\_\_ *[insert: Tender no & Date]* and invited for entering in to the contract by Assam Cancer Care Foundation (ACCF), Guwahati (hereinafter called "**the Company**") for LMO at hospitals & Radiation Therapy Blocks from the date of signing of the contract (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required to be furnished prior to the signing of the contract.

At the request of the Agency, we *[insert: name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (Rs\_\_\_\_) *[insert: amount in words]* \* upon receipt by us of your first demand in writing, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Our..... branch at .....\*\* (Name & Address of the ..... branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....branch a written claim or demand and received by us at our

.....branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

\_\_\_\_\_ [signature(s)]

***Signature of the Authorised Officer of the Bank)***

***Name and Designation of the Officer***

***Seal, name & Address of the Bank and the Branch***

\* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract.

\*\* the Branch of the bank should be at Guwahati, Assam.

## ANNEXURE-10: Financial Proposal Format

### (Rental Model)

#### I. SCI, Guwahati (L1)

Sl No.	Item Description	UoM	Qty	Rate (A)	Gst % (B)	HSN	Rate inc GST (c)
1	Rent for LMO (all Capex Including installation, Commissioning and Maintenance)	Monthly	1				
2	Liquid Medical Oxygen Rate/Cubic Meter	CUM	1				
3	Transportation charges for LMO	CUM	1				
	Total (Comparative Rate)			=12*A1 +12*5000*A2+ 12*5000*A3			

#### II. Barpeta (L2)

Sl No.	Item Description	UoM	Qty	Rate (A)	Gst % (B)	HSN	Rate inc GST (c)
1	Rent for LMO (all Capex Including installation, Commissioning and Maintenance)	Monthly	1				
2	Liquid Medical Oxygen Rate/Cubic Meter	CUM	1				
3	Transportation charges for LMO	CUM	1				
	Total (Comparative Rate)			=12*A1 +12*5000*A2+ 12*5000*A3			

#### IV. Diphu (L2)

Sl No.	Item Description	UoM	Qty	Rate (A)	Gst % (B)	HSN	Rate inc GST (c)
1	Rent for LMO (all Capex Including installation, Commissioning and Maintenance)	Monthly	1				
2	Liquid Medical Oxygen Rate/Cubic Meter	CUM	1				
3	Transportation charges for LMO	CUM	1				
	Total (Comparative purpose to arrive on lowest Rate)			=12*A1 +12*5000*A2+ 12*5000*A3			

#### V. Dibrugarh(L2)

Sl No.	Item Description	UoM	Qty	Rate	Gst %	HSN	Rate inc GST
				(A)	(B)		(c)

1	Rent for LMO (all Capex Including installation, Commissioning and Maintenance)	Monthly	1				
2	Liquid Medical Oxygen Rate/Cubic Meter	CUM	1				
3	Transportation charges for LMO	CUM	1				
	Total (Comparative Rate)			$=12*A1$ $+12*5000*A2+12*5000*A3$			

#### VI. Silchar (L2)

Sl No.	Item Description	UoM	Qty	Rate	Gst %	HSN	Rate inc GST
				(A)	(B)		(c)
1	Rent for LMO (all Capex Including installation, Commissioning and Maintenance)	Monthly	1				
2	Liquid Medical Oxygen Rate/Cubic Meter	CUM	1				
3	Transportation charges for LMO	CUM	1				
	Total (Comparative Rate)			$=12*A1$ $+12*5000*A2+12*5000*A3$			

**Note: To be enclosed with Financial Bid only. Financial Bid is provided separately from this document. (Financial Bid Format) (attach separately for all locations, if required). All rates to be in Indian Rupees.**

**Note:**

1. Financial/Price bid to be submitted online only in the prescribed format. Submission of financial bid in hardcopy shall render the bid liable for cancellation.
2. Bidder need to quote for both the option. TIA will evaluate the price and can award tender for any one option.
3. The above rates are inclusive of all taxes, levies including transport any any taxes applicable except GST.
4. I/we also declare that I/we will abide by all the rules and regulation of the organization while discharging our responsibilities, if awarded the Contract. I/we are also aware that ACCF reserves the right to cancel our application without assigning any reason, whatsoever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorised Person

Date:

Full Name:

Place:

Bidder's Seal:

## **Annexure 11: 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 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 5 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.



## **Annexure 12: 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 the 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 10(ten) 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.

Date:

(Name of manufacturers)

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.

## Annexure 13: 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 preceding to the date of submission of bid (i.e. 2017-18, 2018-29 & 2019-20)		
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 <b>Leaflets / Technical Brochures / Product Data Sheets</b> of the Model offered <b>highlighting features in support of the information</b> 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- 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.

## Annexure 14: : 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.

Date:

Signature of the Bidder Name:

Place:

Seal