Tender Ref No. ACCF/Medical Equipment/2021-22/36 Date 12.01.2022

e-TENDER DOCUMENT

FOR SUPPLY, INSTALLATION & COMMISSIONING of "Medical Equipment, Surgical instrument and Hospital furniture" IN NEWLY CONSTRUCTED CANCER CARE HOSPITALS AT DIFFERENT LOCATIONS IN ASSAM.

ASSAMANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91-90852 02020
E:procurement@accf.in |W: www.assamcancercarefoundation.org

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3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,
Guwahati – 781022, Assam Ph: +91-90852 02020
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NOTICE INVITING TENDER

Tender Reference No.: **ACCF/Medical Equipment/2021-22/36**

Online Bids through e-Tender portal https://assamtenders.gov.in/. are invited from eligible bidders for supply, installation, testing and commissioning of **"Medical Equipment & Furniture""** in the newly constructed cancer care hospitals of ACCF in Assam:

1. Important Dates of e-Tender

Sl. No.	Particulars	Date and Time
1.	Date & Time of release of Bid	Date: 13.01.2022 Time: 1500 Hrs
2.	Date & Time of Pre-bid meeting	Date: 21.01.2022 Time: 1500 Hrs Venue: Online at MS Team (Link shall beuploaded)
3.	Due date and time for submissionof Pre-bid meeting queries in writing or vide E-mail. (pls give both excel and PDF)	Date: 24.01.2022 Time: 1400 Hrs E-mail: procurement@accf.in
4	Last Date & Time of online bid submission	03.02.2022, 1530 Hrs
5	Submission of **key-documents** inoriginals.	Date: 03.02.2022 Time: 1600 Hrs
6	Technical Bid Opening (online)	After one hour of above last date and time
7	Demonstration of selected Equipment / Material/Item . **(if Tender Inviting Entity decidedso)**	To be informed to those bidders whose bids are found to be technically responsive basedon documents furnished in technical bid.
8	Date of opening of Price Bid(Online)	To be informed to the qualified bidders

2. Brief Schedule of Requirement & Other Details

Sl. No.	Brief Description of Item	Location of the Hospital	Bid Security/ EMD (In Rs)		Timeline for Execution of Work	Tender Processing Fees (in Rs)
1	FOR SUPPLY, INSTALLATION & COMMISSIONING of "Medical Equipment, Surgical instrument and Hospital furniture" IN NEWLY CONSTRUCTED CANCER CARE HOSPITALS AT DIFFERENT LOCATIONS IN ASSAM.	**Hospital List:** 1. L1 SCI, Guwahati 2. L2 BARPETA 3.L2 DIBRUGARH 4.L2 SILCHAR 5.L2 Diphu 6.L3 TEZPUR 7.L3 DARRANG 8.L3LAKHIMPUR 9.L3 JORHAT 10.L3 KOKRAJHAR	**GROUPS**	**EMD Amount (in Rs)**	Within: 45 days of issue of site wise Order	Rs 2,000/-
			GROUP A	100,000.00		
			GROUP B	50,000.00		
			GROUP C	100,000.00		
			GROUP D	50,000.00		

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

Note:

(i) The above 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 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) Rates quoted should be FOR sites (including loading and unloading as per details mentioned above).

-s/d-
Assam Cancer Care Foundation
Guwahati, Assam

SECTION I

1. Introduction

1.1 About Tender Inviting Entity

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

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

1.2 Scope of the Bid

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

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

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

1.3 Online Submission of Bid

1.3.1 The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e., https://assamtenders.gov.in) within due date of submission.

1.3.2 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.

1.3.3 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.

1.3.4 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.

1.3.5 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:

I. EMD (Bid Security) and Processing/Tender Document Fee (if not paid online)
II. Declaration as per Annexure-2
III. Original Power of Attorney Document or certified copy of the Board Resolution (in case of Company) authorizing the Signatory.

1.3.6 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 (COO),
ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,
Guwahati-781022, Assam.

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

1.3.8 Registration of Contractor/bidder

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

1.3.9 Digital Signature certificate (DSC)

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

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

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

1.3.12 **Seeking Clarification:** Bidders have to ask any kind of clarification through "Seek Clarification" Tab available at https://assamtenders.gov.in. Clarification asked through any other mode will not be accepted.

1.3.13 Amendment of Bidding Documents:

a. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website https://assamtenders.gov.in under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have moved this tender to their "My Tenders" area.
b. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document.
c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.
d. In case a bidder has already submitted the bid before corrigendum & he/she will be allowed to resubmit the updated bid again without any additional cost of EMD. In that case his updated bid shall be taken for evaluation.

1.3.14 Submission of Tenders

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

A. Technical proposal

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

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

i) Technical Documents

ii) Eligibility Documents

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

B. Financial proposal

i. The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document. The bidder has to download the given format ("BoQ" , a

.xls file) from the respective tender published at https://assamtenders.gov, enter rate into the specified cell and upload the same into the folder named "BOQ" on the website https://assamtenders.gov.in at the appropriate place.

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

1.3.15 Withdrawal of Bid

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

1.3.16 Resubmission

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

1.3.17 Help Desk

Help Desk numbers for any kind of support related to e-Procurement:
Local Language Support: 1800 2121 18866(Ext. 2)
0361 - 234 7144, 223 7188 (9:30 am to 5:30 pm)
(Language: Assamese/Bengali/Hindi/English)
24 x 7 Help Desk Number: 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787.
International Bidders are requested to prefix 91 as country code.
(Language: Hindi/English)
e-Procurement Project Manager: 6901 007390

SECTION II

2. General Instructions to Tenderer (GIT)

2.1 Definitions and Abbreviations

2.1.1 Definitions:

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

i) "Government" means either Central or State or both

ii) "Consignee" means the Hospital/Institute/Entities/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

iii) Tender *Inviting Entity* is Assam Cancer Care Foundation.

iv) "Contract" means the written agreement entered into between the Tender Inviting Entity and/or consignee and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc.

v) "Day" means calendar day.

vi) *User Institutions* are the healthcare institutions associated with ACCF for which equipment under this bid is procured.

vii) "Earnest Money Deposit" (EMD) means bid security/ monetary orfinancial guarantee to be furnished by a bidder along with its bid or proposal.

viii) "Goods" means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated software, industrial plant etc. which the Contractor is required to supply to the Tender Inviting Entity under the contract.

ix) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

x) "**Key Documents**" are the documents as defined under clause 2.14.6 to be submitted in original(hardcopy) within due date as mentioned in NIT

xi) "Ordering Entity" OR "Purchasing Entity" means an entity entitled for issuing PO to the Contractor(s) by virtue of the contract for supply of equipment.

xii) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it.

xiii) "Purchasers" or "Purchasing Entities" are the entities entitled to purchase vide the contract.

xiv) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, testing, commissioning, provision of

technical assistance, training, after sales service, maintenance service and other such obligations of the Contractor covered under the contract.

xv) "Contractor" is the winning bidder with whom the contract is signed for supplied and installation of the tendered item(s).

xvi) Tender Inviting Entity is the entity that has issued the tender inviting bids form the eligible parties. Here the tender Inviting Entity is "ACCF".

xvii) "User Institution" is the health facility where the equipment is installed for uses.

2.1.2 Abbreviations

S. No.	Abbreviation	Expansion
1	ACCF	Assam Cancer Care Foundation
2	AMC	Annual Maintenance Contract
3	AERB	Atomic Energy Regulatory Board
4	BG	Bank Guarantee
5	BL	Bill of Lading
6	BoQ	Bill of Quantities
7	CD	Custom Duty
8	CGST	Central Goods and Services Tax
9	CMC	Comprehensive Maintenance Contract
10	CIF	Cost, Insurance and Freight
11	CIP	Carriage and Insurance Paid
12	DP	Delivery Period
13	DDP	Delivery Duty Paid named place of destination
14	FOB	Free on Board
15	FOR	Free on Rail
16	GST	Goods and Services Tax
17	GIT	General Instruction to Tenderer
18	GCC	General Condition of Contract
19	HOD	Head of the Department
20	INCOTERMS	International Commercial Terms as on the date of tender Opening
21	IGST	Inter-state Goods and Services Tax
22	LC	Letter of Credit
23	NIT	Notice Inviting Tender
24	SCC	Special Conditions of Contract
25	SIB	Special Instruction to Bidder
26	TED	Tender Inviting Document
27	SGST	State Goods and Services Tax
28	OE	Ordering Entity
29	TIE	Tender Inviting Entity
30	WO	Work Order

2.2 Contents of the Bid Document:

This "Bid Document" contains the following:

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

2.2.2 Preference to Local MSME Unit: Preferences under Procurement Preference (Amendment) Policy, Assam, 2017 shall be given only to local (registered in Assam) MSMEs for supply of the goods manufactured and services rendered by the unit in Assam.

2.3 Bid Document:

2.3.1 The detailed technical specifications and tender terms & conditions governing the supply, installation, commissioning and the after sales service of the tendered equipment/installations are contained in this "**Bid Document**".

2.3.2 The bid document shall be made available in the e-Tender portal for downloading. Bidder shall submit Tender Processing Fee (mentioned in Section III)as described in **Clause 2.6** and non-submission of the same shall be one of the bidding process. The **documents to be submitted** online is mentioned in **clause 2.16.**

2.4.1 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the seal of the bidder.

2.4.2 **Language of Bid:** The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Entity, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages inthe English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.4.3 The bid (in English Language only) for the supply of equipment mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature shall be furnished.

2.4.4 The documentary evidence regarding past performance shall be submitted along with the Bid duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.

2.4.5 Bidder shall submit a declaration letter as per the format given as Format T5 and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of havingread and accepted the terms and conditions of the bid document.

2.4.6 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

2.4.7 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Entity and (or) on e-Tender Portal. However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received on time by the Tender Inviting Entity.

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

2.5.1 The Tender Processing Fee and EMD shall be paid by the bidder in the following manner:

2.5.1.1 The Tender Processing Fee of Rs 2,000/- (Rupees Two Thousand Only) shall be furnished by the bidder either in the shape of Demand Draft (DD) from any scheduled bank in India drawn on "Assam Cancer Care Foundation, Guwahati" or vide online transfer/NEFT which should be submitted along with the technical bid as proof of payment. Non-payment of the processing fee shall render the bid liable for rejection.

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

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

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

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

2.6.2.6 The bidder is solely responsible to ensure that originals of these key documentsreach in the office address of ACCF within due date as mentioned in the NIT. The bidder may

choose to submit the original key documents either by hand or vide courier or postal service in the office address of the ACCF. However, the Tender Inviting Entity (i.e., ACCF) shall no way be responsible for any delay caused by the courier or postal agency. The sealed envelope containing the original key documents including original instruments (GB/DD/FDR) towards TenderProcessing Fee & EMD should be clearly super scribed as "**Key Documents, Tender Reference No. ……**" along with name and address of the bidder.

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

Beneficiary	Assam Cancer Care Foundation
Bank	State Bank of India
A/C no.	37754113832
Branch	Dispur, Guwahati
IFSC code	SBIN0003030

2.6.3 Earnest Money Deposit (EMD):

2.6.3.1 The amount of EMD to be submitted for the item(s) tendered by the bidder is mentioned at **Section III** and Non- submission of EMD as mentioned in **Section III** shall be one of the primary reasons for rejection of the offer in the first round.

2.6.3.2 Total EMD amount shall depend on the Groups(s) the bidder chooses to bid.

2.6.3.3 EMD of unsuccessful bidders will be discharged/ returned within 30 days of finalization of tender.

2.6.3.4 The successful bidder's EMD will be discharged upon the bidders' signing the contract and furnishing the performance security.

2.6.3.5 No interest will be paid for the EMD submitted.

2.6.3.6 The EMD shall be valid for a period of not less than **30 days** beyond the date of bid validity (total 210 days from bid closing date) and which may be extended further on mutual consent.

2.6.3.7 The EMD will be forfeited if a bidder.

a) Misrepresents facts or submit fabricated / forged / tampered /altered / manipulated.
b) Withdraws bid after opening of technical bid.
c) A successful bidder, fails to sign the contract after issuance of Letter of Intent/Award
d) Fails to furnish required performance security after issuance of Letter of Intent/Award.

2.6 Deadline for Submission, Modification & Withdrawal of Bid

2.6.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date and time for online submission and the Tender Inviting Entity shall notbe held liable for the delay.

2.6.2 The Tender Inviting Entity may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Entity and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

The bidder can modify or withdraw bids submitted online before the last date & time for online submission. No modification, substitution or withdrawal shall be allowed during the period between last date and time of bid submission till the expiry of bid validity.

2.7 Deleted

2.8. Period of Bid Validity

2.8.1 The bid must remain valid for minimum period of 180 days from the last date of submission of bid. The Tender Inviting Entity as non-responsive shall reject a bid valid for a shorter period (less than 180 days).

2.8.2 ACCF, if required, may request in writing seeking the consent of the bidder for an extension to the period of bid validity. In case of such extension of the bid validitythe bidder shall also be requested for the extension of the bid security accordingly.

2.8.3 Non-compliance of agreed terms and conditions after the execution of agreement or after issuance of Work Order will lead to invoking of penal provisions and may also lead to blacklisting/debarring of the successful bidder.

2.8.4. Withdrawal of bid during its validity period shall resulted in forfeiture of EMD.

2.9 Rejection of Bid(s):

2.9.1 The bids shall be rejected in case the bidder fails to meet the pre- qualification criteria as specified in **Clause 5.1** of **Section-V**.

2.9.2 At any point of time, the Tender Inviting Entity reserves the right to reject the bid if the bidder fails to fulfill the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in therequired format of the tender and demonstration (wherever required) to the satisfaction of Tender Inviting Entity. Location for the demonstration will be decided as per mutual understanding and convenience of both the party. The affidavit (Format T5), Manufacturer's Form / Manufacturer's Authorization Form (Format T6 / T7 as per the case) must be uploaded with the relevant signature (s) and seals as sought in the format.

2.9.3 Conditional or partial acceptance of tender term and conditions or imposition of additional terms and conditions by the bidder shall be liable for rejection.

2.9.4 **Conflict of Interest**: The bidders found to have conflict of interest with any other bidder(s) participated in the bid shall be disqualifies and their bids shall be rejected. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy/financial stakefrom any of them; or

c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.

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

2.10 Notices

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

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

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

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

2.11 Other Terms and Conditions

2.11.1 All the terms and conditions in respect of warranty/guarantee, CMC/AMC, Training, etc., mentioned in **Section-IV & VII** shall be complied with.

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

document.

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

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

2.12 Pre-Bid Meeting

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

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

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

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

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

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

2.13 Amendment of Bid Documents

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

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

2.14 Submission of Bid

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

a) Bidder need to quote for all items in a particular group i.e. A or B or C or D. However bidder is at liberty to quote any one or more than one group.

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

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

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

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

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

a) Original Instrument with respect to payment of Tender Processing Fee in form of Demand Draft, if not paid online.
b) Original Instrument with respect to payment of EMD, if paid in form of DD or BG or FDR.
c) Original Power of Attorney document authorizing the signatory for the Bid.
d) Declaration by the Bidder (As per Form T5)
e) Manufacturer's Authorization Letter – in case the bidder is the authorized Importer / distributor of OEM) (As per Form-T7)
f) Undertaking/ Declaration against OM F.No. 6/18/2018-PPD dated 23rd July 2020 (Annexure VI)

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

2.15 Resubmission of Bid

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

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

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

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

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

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

2.16 List of Documents in Bid Submission:

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

a) Tender Processing Fee [(Scanned copy of the DD or details of NEFT/RTGS in PDF)]
b) Format – T1 (Check List)
c) Format – T2 (Details of Items quoted)
d) Format – T3 (Details of EMD submitted Scanned copy of the DD/FDR / BG in PDF)
e) Format – T4 (Details of Bidder)
f) Format – T5 (Declaration Form)
g) Format – T6 (Manufacturer's Form – in case the bidder is the OEM)
h) Format – T7 (Manufacturer's authorization Form – in case the bidder is not the OEM)
i) Format – T8 Certificate of annual audited statements for 2017-18, 2018-19 & 2019-20 (Provisional statement of account shall not be considered) issued by Chartered Accountant.
j) Format–T9 (Performance Statement during the last three Years)
k) Copies of Work Orders in support of the informationfurnished in Format T-9
l) Format – T10 (Statement of deviation – Technical Specification)
m) Format – T11 (Para-wise compliance to Technical Specification)
n) Copy of the Leaflets / Technical Brochures / Product Data Sheets of the Model offered in support of the information provided in Format – T11
o) Copy of Quality Certificates (valid BIS/ CE/ US FDA/ IEC, etc. & ISO) of the product/ organization (As per Section VII - Technical Specification).

p) Copy of the GST registration certificate and PAN
q) Copy of incorporation document i.e., Certificate of Incorporation Registration Certificate /Dee
r) Undertaking/ Declaration against OM F.No. 6/18/2018-PPD dated 23rd July 2020 (Annexure-VII)

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

2.17. Opening of Technical Bid

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

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

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

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

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

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

2.18 Evaluation of Bid

2.18.1 **Tender Evaluation Committee (TEC):**

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

c) The decisions of the Tender Evaluation Committee on whether the bidders are responsive or non-responsive will be published.

2.18.2 **Technical Committee (TC):**

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

2.19 Complaint and Clarification.

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

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

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

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

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

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

2.20 Demonstration of Technical Specifications & Performance:

2.20.1 Before opening of the Price Bid, if it is decided by the TEC for certain cases to have a demonstration of the equipment/materials/components for assessing the compliance to the technical specification as indicated in Section-VII, then the bidder shall arrange for demonstration of offered items (of the same make & model as offered in the bid) at a mutually agreed location, either directly or through authorized Dealer /Distributors, as the case may be. Bidder shall not be paid any amount towards expenditure, if any, incurred by

the Bidder for organizing the demonstration**.**

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

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

2.21 Price Bid Opening

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

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

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

a) **Basic Price**: Basic price for each line item in the BoQ shall be includes of excise duty / customs duty, packing, insurance, installation, forwarding /transportation (upto the site) with onsite warranty, calibration charges, if any, and excludes GST.

b) The bidders shall offer the price which shall be inclusive of all the accessories/components to be supplied along with the equipment/installations as mentioned in the technical specification under **Section VII**.

c) CMC (Comprehensive Maintenance Contract) Rates as per price schedule (if asked for)

d) Bidder shall also quote (if asked for) CMC / AMC rates (exclusive of GST) for a period as prescribed under **Section-VII**, post comprehensive warranty period. The Rates of CMC for the prescribed period shall be shown separately in the respective columns of price bid format. GST shall be paid on applicable rates as per the correct HSN Code.

e) The total AMC/CMC rates offered shall be considered, ***if specifically mentioned***, while tabulating and comparing prices for deciding the lowest qualified bidder.

f) In case if the respective columns of CMC are left blank in the prescribed price bid format, then it shall be considered as zero.

g) The bidder need not quote for the CMC/AMC rate, if the Tender Inviting Entity has already mentioned a predetermined rate (as certain percentile of the contract price) to be adhered by the Contractor. The same is given at Clause6.7.4

2.22 Price Bid Evaluation

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

2.22.2 Financial bid comparison Note:

a) Bidder need to quote for all items in a particular group i.e. A or B or C or D. However bidder is at liberty to quote any one or more than one group.

b) For Group A, B, C, D rate comparison and L1 declaration shall be done for the entire group. While for Group E individual items rate comparison shall be done and L1 shall be derived.

c) For Group A, B, C, D during rate comparison if any items rate found irrational/unbalanced (to take undue advantage) then that item can be dropped or it can be negotiated to derived competitive rates.

2.22.3 Conditional bids shall be liable to be rejected.

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

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

2.22.6 ACCF reserves the right to call for matching of lowest (L-1) rates from L-2/L-3/L-4……in order of preference. If evaluated L-1 disqualifies due to some reasons or fails to enter into a contract or fails to supply, the ACCF can place order to L-2/L-3/L-4…etc. bidders either at matched L-1 rates or at their quoted rates, as the case may be.

2.23 Price Reasonableness

2.23.1 The bidder shall ensure that the rates quoted for each item are reasonable and are at par with the rate it has supplied to any other buyer in India or outside, for same or equivalent item (make, model and specification) in last one year.

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

h) Cancel the tender and go for a fresh bid with or without revised terms and conditions.

i) Seek clarification on quoted price from the L1 bidder and negotiate for an acceptable price, seeking a revised price bid from the L1 Bidder.

2.24. Award of Contract

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

a) If ACCF is not convinced with the price offered and found it unreasonable.

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

1.24.3 Deleted.

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

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

2.24.4 The Notification of Award shall constitute the initiation of the Contract. This contract shall be valid for 1 year from the date of issue of LoI or from the date of signing of the contract agreement, whichever is later. Rate validity can be increased for further period on mutual consent.

2.25 Signing of Contract

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

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

2.25.3 Promptly after notification of award, within 15 (Fifteen days) days from the date of intimation or issue of LoI, the successful bidder shall execute the contract (format given in Annexure I) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Entity by post or in person along with performance security.

2.25.4 The successful bidder, wherever applicable, 3 (three) months prior to the completion of Warranty Period, shall execute/extend the contract for Comprehensive or Annual Maintenance (CMC/AMC) with the Tender Inviting Entity, and which shall commence from the date of expiry of the warranty Period. However, TIE reserves the right to enter

the AMC/CMC with the Contractor.

SECTION-III

3. Tender Details

<table>
<tr><th>S. No</th><th>Item</th><th colspan="4">Descriptions</th></tr>
<tr><td rowspan="7">1</td><td>Tender Reference No</td><td colspan="4">ACCF/Medical Equipment/2021-22/36</td></tr>
<tr><td rowspan="6">Details of the item tendered.</td><td>Brief Description</td><td>Locations/Hospitals</td><td colspan="2">EMD/Bid Security</td></tr>
<tr><td rowspan="5">FOR SUPPLY, INSTALLATION & COMMISSIONING of “Medical Equipment, Surgical instrument and Hospital furniture” IN NEWLY CONSTRUCTED CANCER CARE HOSPITALS AT DIFFERENT LOCATIONS IN ASSAM.</td><td rowspan="5">Hospitals:
L1 SCI GUWAHATI
L2 BARPETA
L2 DIBRUGARH
L2 SILCHAR
L2 DIPHU
L3TEZPUR
L3 DARRANG
L3LAKHIMPUR
L3 JORHAT
L3 KOKRAJHAR</td><td>Group</td><td>EMD (in Rs)</td></tr>
<tr><td>GROUP A</td><td>100,000.00</td></tr>
<tr><td>GROUP B</td><td>50,000.00</td></tr>
<tr><td>GROUP C</td><td>100,000.00</td></tr>
<tr><td>GROUP D</td><td>50,000.00</td></tr>
<tr><td>3</td><td>Validity of Bid</td><td colspan="4">Bids should be valid for a minimum period of 180 days from the last date of submission of Bid.</td></tr>
<tr><td>4</td><td>Validity of Bid Security /EMD</td><td colspan="4">30 (thirty) days beyond the final bid validity date (total 210 days).</td></tr>
<tr><td>5</td><td>Performance Security</td><td colspan="4">5% of the contract/order value (from the successful bidders).</td></tr>
<tr><td>6</td><td>Validity of Performance Security</td><td colspan="4">valid for 24 months.</td></tr>
<tr><td>7</td><td>Price Validity</td><td colspan="4">Price shall remain valid for the entire contract period of 1 year and no price revision shall be allowed during the contract period. Price validity may be increased beyond 1 year on mutual consent.</td></tr>
<tr><td colspan="5">Note:</td></tr>
<tr><td colspan="5">The bidder has the option to bid for one or more locations of its choice by submitting the required. The EMD may be paid online or furnished in the shape of DD/ FDR/ BG (in shape of one or multiple FDR/BG, the details are to be furnished in Format T3). In case of BG(s), it must be submitted in the required format at Annexure V from Structured Financial Messaging System (SFMC) enabled Bank, which is / are to be valid till 30 days beyond bid validity period.</td></tr>
</table>

SECTION IV

4. Schedule of Requirement

4.1 Technical Specifications:

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

4.2 Prescribed Timeline

S. No.	Activity	Time Limit
4.2.1	*Completion of Supply, Installation and Commissioning.*	45 **days**[2] from date of issuance of Purchase Order.
4.2.2	*Comprehensive warranty period*	**2 years** from the date of Commissioning
4.2.3.	*CMC/AMC period (wherever applicable)*	**5 years** CMC after warranty
4.2.4	*Preventive maintenance visits to all installation site during Warranty/CMC or AMC period*	One visits every six months (2 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls
4.2.5	*Frequency of payment of CMC or AMC charges (if taken)*	Payments shall be on a six-month basis as per the approved rate of CMC/AMC.
4.2.6	*Signing of Contract.*	21 days from the date of issuance of Letter of Intent.
4.2.7	*Submission of Performance Security*	5% of the contract/order value (from the successful bidders).
4.2.8	*Payment Timeline*	*70% Payment shall be released against successful delivery. 20% shall be released on successful installation, subject to verified installation report and rest 10 % after final acceptance certificate of completion from the user/Site Engineer/BME*
4.2.9	*Maximum time to attend any Repair call*	*Within 72 hours*
4.2.10	*Uptime in a year*	*95%*

[1] To be decided by the TIE from case to case basis
[2] To be decided by the TIE from case to case basis

SECTION V

5. Eligibility Criteria

5.1. Eligibility criteria of Bidders:

5.1.1 The Bidder should be an entity registered under relevant laws in India. A foreign manufacturer (not registered in India) can participate only through its Indian subsidiary (100%). In case of 100% Indian subsidiary then the turnover and experience of the principal company shall be taken into consideration.

5.1.2. The Bidder should have experience of successful execution of similar assignments/contract of value (cumulative total) not less than Rs 1 .00 Cr of supply, installation and commissioning of "Medical Equipment" of any Government, PSU or Corporate Hospital/Charitable hospital during last three financial years i.e., 2018-19, 2019-20, 2020-21. The Work Order copies in support of that in last 3 financial years to be furnished (As per Format T9). Authorized Dealer or Distributor can participate (for that Bidder need to submit the authorization from OEM for major items). Bidders need to fulfill all the eligibility criteria.

5.1.3. The Bidder should have an average annual turnover of Rs. 3.00 Cr or more in the last three (3) financial years (i.e., 2017-18, 2018-19, 2019-20 or 2018-19, 2019-20, 2020-21) duly certified by the Chartered Accountant as per the format at Format T8.

5.1.4 The Bidder, at the time of bid submission, should have not been blacklisted / debarred / banned from participating in any tender by any State or Central Government Organization/ Public Sector Undertaking / UN Agencies TIE due to (a) Service or quality failure of the equipment(s) supplied (b) Submission of fake or forged documents (c) Submission of incorrect information / Suppression of vital information & facts/ misrepresentation of quality certificates (d) Non -performance or non-supply can't participate in the tender during the period of blacklisting / debarment / Banned.

5.1.5. The Bidder or any of its directors/partners/key officials should not have been convicted by a competent court of law for non-performance, fraud & misrepresentation or any criminal activity within a period of last 3 years from the date of submission of bid.

Note:

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

SECTION VI

6. GENERAL CONDITIONS OF CONTRACT

6.1. Assignment, Sub-letting and Modification of Contract

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

6.1.2 **Subcontracts**: The Successful bidder shall not subcontract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Entity prior to the entering of the contract, shall not relieve the successful bidder from any of its liability or obligation under the terms and conditions of the contract.

6.1.2 **Modification of contract**: If necessary, the Tender Inviting Entity may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications (not amounting to material change i.e. without affecting ranking of the bidder) within the general scope of contract, in any, one or more of the followings:

a) Specifications, drawings, designs, etc., of the "Medical Equipments" 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 InvitingEntity depending on the merits of the case.

6.1.3 In the event of any such modification/alteration that causes increase or decrease in the cost of goods and services to be supplied, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment may be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.

6.1.4 If the successful bidder doesn't agree to such adjustment/amendment as proposed by ACCF, then it shall convey its views in writing within ten days from the date of such communication.

6.1.5 Delivery of the ordered items shall be at the designated ACCF Cancer Care Centres in Assam. Price shall be all inclusive upto the point of delivery.

6.1.6 Arrangement of Road Permits for dispatch of consignments shall be the responsibility of the successful bidder (s).

6.2 Performance Security

6.2.1 There will be a performance security deposit amounting to 5% of the contract value excluding GST. The timeline for submission of performance security shall be as follow:

a) 5% of the total contract value before signing of the contract, initially valid for 30 months.

6.2.2 The successful bidder can submit the performance security either in form ofirrevocable bank guarantee or DD/RTGS/NEFT/FDR (duly lien marked) in favour of Assam Cancer Care Foundation.

6.2.3 Subsequent to the execution of the contract, the site-wise PO with required terms and conditions for supply and installation of the contracted item(s) shall be issued to the Contractor by the TIE (i.e., ACCF) as per the site readiness.

6.2.4 Failure in the part of the successful bidder in executing the contract within due date shall make the bidder liable for penal action including forfeiture of its EMD by ACCF. Similarly, non-submission of required performance security within specified timeline of 10 days of issue of the Work Order (WO) , by the contractor shall result in cancellation of WO and other penal action by ACCF including termination of contract, forfeiture of Performance Security and blacklisting.

6.2.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

a) It shall be either in the form of DD/RTGS/NEFT/Fixed Deposit Receipt (duly lien marked) or irrevocable Bank Guarantee. It should be issued by any scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of Assam Cancer Care Foundation.

b) In the event of any failure /default of the successful bidder with or without any quantifiable loss to the purchaser (i.e., ACCF), entire performance security amount including the performance security for CMC (if any) shall be liable for forfeiture.

c) In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

d) ACCF will release the Performance Security without any interest to the successful bidder (Contractor) on execution of all contractual obligations successfully by the Contractor including the warranty obligations and after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

e) The Performance Bank Guarantee shall be submitted in the format as given under **Annexure V**.

6.3 Supply, Installation & Commissioning

6.3.1 The contractor shall visit the installation locations, wherever necessary, and recommend pre-installation requirements at each location. The details shall be consolidated and submitted to ACCF for further actions. If the Contractor fails to communicate of such

requirement in advance and cannot complete the **installation and Commissioning** within the stipulate period, purchaser shall deduct **Liquidated Damage (LD) charges** as per the bid conditions specified in **Clause 6.17.**

6.3.2 The Contractor will arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the desired location. It shall be ensured that the equipment/materials arrive at the destination(s) in good condition within the timeline as mentioned and as per the other terms and condition of the contract.

6.3.3 If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely execution of the work and performance of services, the successful bidder shall inform the purchaser in writing within a week about the same and its likely duration and make a request to ACCF for extension of the execution schedule accordingly. On receiving the successful bidder's communication, ACCF shall examine the situation as soon as possible and, at its discretion, may agree to extend the timeline, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.

6.3.4 The Contractor is required to complete the installation and Commissioning of the"Medical Equipments"(**or System**) successfully at the site within time specified under Clause 4.3. from the date of issue of the "Work Order" and demonstrate individually the specification/ features as well as operation / performance of the system to the satisfaction of the user institution (in-charge/Engineer) and obtain an individual "Installation Certificate" (as per format in Annexure II) for each equipment and warranty card (as per format in Annexure III) duly signed and with proper stamp of the institution concerned.

6.3.5 The installation report and two-month performance reports shall be submitted separately, in a single sheet printed back-to-back and shall be submitted individually for each system installed.

6.3.6. The site for installation of the equipment shall be provided by ACCF as per the required specification and environmental conditions before the installation of System. The electrical power supply point at the installation location will be provided by ACCF as required for installation and commissioning of the Medical Equipment System.

6.3.7 All incidental work including civil, electrical or mechanical work required for installation of the System will be the responsibility of the Contractor. The contract price as offered in the price bid and agreed shall be all inclusive. No separate payment shall be made other than the contracted price.

6.3.8. Detailed site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.

6.3.9. Earthling arrangements for all the equipment shall be completed as per standard practice.

6.4 Payment

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

6.4.2 70% of the cost of the equipment against supply of all the equipment (excluding CMC Cost, if any) + 100% tax shall be paid to the Contractor on supply of equipment at site.

6.4.3 20% shall be released on successful installation, subject to verified installation report.

6.4.4 Rest 10% shall be after final acceptance certificate of completion from the user/Site *Engineer/BME*

6.4.4. The original invoice submitted shall be in the name of ACCF and the name of the consignee/Hospital shall also be mentioned in it. Invoicing, performance security deposit and consignee details shall be mentioned in the Work Order.

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

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

6.5. Post-installation Service Conditions

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

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

the bid.

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

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

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

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

6.6 Warranty Terms

6.6.1 The successful bidder (Contractor) has to warrant that the Goods supplied/ material used under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

6.6.2 The Contractor further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Entity's specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.

6.6.3 All the equipment including the accessories supplied as per the technical specification in Clause 7.1 should carry comprehensive warranty for a period mentioned under Clause 4.3 in the first instance. During this period, the Contractor shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the Contractor during the period of comprehensive warranty.

6.6.4 On expiration of the comprehensive warranty period, the Contractor shall be willing to provide post warranty maintenance support for an additional period as prescribed under Clause 4.3.

6.6.5 The prospective bidder shall submit an undertaking in the Format T6 & T7 from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC/AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event the authorised bidder couldn't provide service during the warranty / AMC period.

6.6.6 **Site Visits**: The successful bidder shall visit each site as part of preventive maintenance as per the frequency mentioned under Clause.4.3. during the warranty period. The bidder shall attend any number of break down/ repair calls as and when informed by ACCF.

6.6.7 During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment/head of the health care institution and stamped shall be forwarded by email/fax/post to ACCF within 10 days from the due date.

6.6.10 Upon receipt of such notice for repair/breakdown from ACCF/Hospital, the successful bidder shall, within the period specified under Clause. 4.3, and with all reasonable speed, repair or replace the defective goods or parts thereof, without costto ACCF.

6.6.11 If the Contractor, having been notified, fails to rectify the defect(s) within the period specified mentioned in Clause 4.3, ACCF may proceed to take such remedial action as may be deemed necessary, at the Contractor's risk and cost and without prejudice to any other rights which the Tender Inviting Entity may have against the successful bidder under the contract.

6.6.12 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in a year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.

6.6.13 A warranty certificate (as per format in **Annexure III**) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the ACCF for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.

6.6.14 The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of ACCF and also when major spares are replaced.

6.6.15 Any mandatory approval required for installation shall be obtained by the Contractor in liaison with the respective authorities.

6.6.16 The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user institution and submit a "calibration certificate" to the head of the user institution with a copy to the Procuring Entity afterwards.

6.6.17 The offered warranty includes visits to the user institutions at frequencies prescribed under Clause.5.1. as part of preventive maintenance, testing & calibration as per technical/ service /operation manual of the manufacturer or as per the period specified

or as per the demand of the user institute or Procuring Entity.

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

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

6.7 Maintenance Contract (CMC & AMC)

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

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

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

6.7.4 The cost of CMC and AMC shall be as follows unless asked for quote:
- AMC will be 1% and CMC would be 3% of the Work Order/ Purchase Order Value (excluding GST). Thereafter, 3% increase every year over previous year value.Applicable GST shall be paid extra against valid GST Invoice.

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

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

6.7.7 Cost of CMC (excluding GST, if any) will be considered for the Evaluation purpose of the equipment, wherever it is mentioned in the price bid or elsewhere in the bid document.

6.7.8 The payment of the agreed CMC/AMC charges will be made as per frequency for payment

after satisfactory completion of said period, on receipt of service report/ break down report from the head of all user institutions.

6.8 Spare Parts

Deleted

6.9 Training

6.9.1 The Contractor have to impart on-site training to the medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution.

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

6.10 Imported Equipment

6.10.1 ACCF shall no way involve in the import of the equipment from foreign countries, if such equipment is manufactured outside the country. It shall be the sole responsibility of the bidder to import the equipment offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipment, especially when the import is from hostile nations.

6.10.2 The Contractor (Contracted Bidder) shall inform any advantages in prices to the Tender Inviting Entity because of reductions/exemptions in customs duty in case of imported equipment at the time of pre-bid meeting and the bid document shall be modified by amendment to that extent.

6.10.3 ACCF will not interfere in any manner with the import process and the successful bidder shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.

6.10.4 ACCF shall prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.

6.10.5 The payment will be made in Indian Rupees to the Contractor and under no circumstance; the request for opening of letter of credit or payment in foreign currency will be entertained.

6.10.6 The Contractor shall indemnify ACCF from all liabilities/damages, if any, that may arise out of the conduct of the Contractor in violation of foreign exchange regulations.

6.10.7 However, the Contractor shall disclose the country of origin and shall obtain an undertaking from such OEM to provide spares or service support for the period of contract. Failure on the part of the OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the

contractual obligations by the successful bidder terming the relation as that of a principal and agent under laws of the country. Such violations may eventually lead to forfeiture of performance security and also lead towards blacklisting/debarring the successful bidder.

6.11 Intellectual Property Rights (IPR)

6.11.1 The Contractor shall, at all times, indemnify and keep indemnified ACCF, free of cost, against all claims which may arise in respect of goods & services to be providedby the Contractor under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

6.11.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Entity, the TIE shall notify the Contractor of the same and the Contractor shall, at his own expenses take care of the same for settlement without any liability to the Purchaser(s).

6.11.3 The Contractor/ its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified ACCF against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CMC/AMC.

6.12 Corrupt or Fraudulent Practices

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

6.12.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a official in the procurement process or in contract execution; and

6.12.3 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Entity of the benefits of free and open competition.

6.12.4 ACCF will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Entity if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

6.12.5 No bidder shall contact the Tender Inviting Entity or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Entity.Any such effort by a bidder to influence the Tender Inviting Entity and its evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

6.13 Force Majeure

6.13.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non–performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Entity either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

6.13.2 If a Force Majeure situation arises, the Contractor shall promptly notify ACCF in writing of such conditions and the cause thereof within twenty one days of occurrence

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

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

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

6.14 Resolution of Disputes

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

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

will be as per the Arbitration and Conciliation Act, 1996 of India.

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

6.15 Applicable Law & Jurisdiction of Courts

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

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

6.16 General/ Miscellaneous Clauses

6.16.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e., the Contractor/its Indian Agent/CMC provider on the one side and ACCF on the other side, a relationship of master and servant or principal and agent.

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

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

6.16.4 Each member/constituent of the Contractor, in case of default shall be jointly and severally liable to and responsible for all obligations towards the ACCF for performance of contract/ services including that of its Associates/ Sub Contractors under the Contract.

6.16.5 The Contractor shall, at all times, indemnify and keep indemnified the ACCF against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.

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

6.17 Penalties for Non-performance

6.17.1 The penalties to be imposed, at any stage, under this bid are;

a) imposition of liquidated damages,
b) forfeiture of EMD/performance security
c) termination of the contract
d) blacklisting /debarring of the bidder

6.17.2 Failure to produce the requisite certificates after claiming to possess such certificates or

concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in blacklisting/debarring of the bidder.

6.17.3 The penalties to be imposed on the Contractor, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture or EMD/ Performance Security or leading toblack-listing/ debarring.

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

6.17.5 **Liquidated Damages**:- If the contractor fails to install the system within the time frame(s) prescribed in the contract, ACCF shall, without prejudice to other rights and remedies available to it under the contract, deduct from the Work Order price as liquidated damages, a sum equivalent to 1% of the value of the Work Order to be supplied and (or) installed, per each week of delay or part thereof until actual commissioning or performance subject to a maximum of 5%. ACCF reserves the rightto allow an additional penal period of 3 (three) weeks beyond the normal penal period (5 weeks) on the written request of the Contractor with the condition that liquidated damage @ 2% on the delayed order value will be charged for each week or part thereof during the extended penal period.

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

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

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

6.18 Termination of Contract

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

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

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

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

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

6.18.5 **Termination for convenience**: - The Tender Inviting Entity reserves the right to terminate the contract, in whole or in part for its convenience, by serving 30 days written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the TIE. The notice shall also indicate inter alia, the extent to which the Contractor's performance underthe contract is terminated, and the date with effect from which such termination will become effective. However, once Purchase Order is placed by ACCF and selected bidder has manufactured the goods, then such Purchase Orders can not be cancelled subject to Clause 6.17.

6.19. Price Firmness:

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

6.19.2. During the currency of the contract, if the price of the item is reduced due to any reason including any Law or Act of the Central/State Government, the Contractor/rate contract holder shall be statutorily bound to intimate the reduced rates immediately to ACCF and shall charge the reduced rates. ACCF is empowered to unilaterally effect such reduction as is necessary in rates, in case the Contractor fails to notify or fail to agree to such reduction of rates.

6.19.3. In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to statutory act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the Contractor shall produce a certificate from the authorityconcerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

6.19.4. However, the same shall not be borne by ACCF in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.

6.19.5. Further, in case the bidder has been enjoying duty/tax exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if duty/tax becomes chargeable on goods manufactured, the same shall be to the Contractor's account and shall not be borne by ACCF.

6.20. Fall Clause

6.20.1 If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

SECTION VII

7. TECHNICAL SPECIFICATIONS

7.1 Technical Specifications:

GROUP A. Medical Furniture Items: -

1. Patient Stretcher

Specifications

Sl No.	Particulars	Required Specs
1	Size:	2000mm (L) x 660mm (W) x 830mm (H)
2	Main frame:	32mm OD x 1.6 mm Thick M.S E.R.W
3	Supporting frame:	25mm OD x 1.6 mm Thick M.S E.R.W
4	Wheels	4 castor wheels with 200 mm dia.
5		Diagonal Dual lock castors
6	Stretcher top frame:	25mm OD x 1.6 mm Thick M.S E.R.W
7		Sheet should be made of CRCA of 1.2mm thickness
8	Provision for IV pole-SS	Yes
9	Max. Load	180 Kg
10	Provision for carrying oxygen cylinder.	Yes
11	Side rails Collapsible –	MS powder coated
12	Should CE approved	It should comply with EC directive 93:/42/EEC: Medical directive. Manufacturer should have ISO 9001:2015,ISO 13485:2016 Certification for quality standards.

2. Wheel Chair: -

Sl No.	Particulars	Required Specs
1	Size	790 mm (L) x 600mm (W) x 780 (H)
2	Structure:	made of 22x1.2 mm A3 carbon steel
3	Type	Collapsible. Wheel chair should be foldable.
4	Crossbar:	25.4x 1.2mm thick
5	Material	M.S Tubular framework fitted with S.S Seat and back.
6	Wheels	wo solid PU wheels and self-propelling S.S Loops. Two swivel castors 100 mm diameter in front.
7	Arm rest	ABS plastic
8	Foot rest	Aluminum die cast
9	Painting	Pre-treated and Epoxy Powder coated.

3. Examination couch: -

Sl No.	Particulars	Required Specs
1	Back rest	Assisted adjustable backrest of 450 mm.
2	Storage cabinets	Three sliding door & three drawers for storage.

3	Overall Dimension	It should have overall size: 1890 mm L x 560 mm W x 840 mm H approximately.
4	Upholstry	fixed rexine upholstered top 64 mm thick in two sections.
5	Body Construction	body frame work made from 20G CRCA sheet & 20 mm x 40 mm x 16G.MS. rectangular Tubes. It should have fitted stainless steel legs & powder coated on all metal surfaces
6	Head rest	adjustable on gas spring
7	Section dimension	upper section of box approx. size 1220 mm L x 460 mm W x 630 mm H with three sliding drawers of approx. size 320 mm L x 430 mm W x 75 mm H.
8		It should have lower section comprising of three cabinets of approx. inside size 350 mm L x 440 mm W x 430 mm H with separate doors.
9	Foot steps	Sliding foot step under the front side of lower middle cabinet
10	BP apparatus tray	made of 18 G MS sheet of approx. size 350 mm L x 120 mm W x 20 mm H provided on swinging rod rotating through a bush fixed on the body of the couch.
11	Finish	All MS parts should be pre-treated & powder coated & SS parts finished with matt polish.
12	Manufacturer should be ISO 13485 certified for quality standards.	Yes

4. Height adjustable couch with side rails and wheels for USG room / Echo room: -

Sl No.	Particulars	Required Specs
1	Back rest	Assisted adjustable backrest of 450 mm.
2	Overall Dimension	It should have overall size: 1890 mm L x 560 mm W x 840 mm H approximately.
3	Upholstry	fixed rexine upholstered top 64 mm thick in two sections.
4	Body Construction	body frame work made from 20G CRCA sheet & 20 mm x 40 mm x 16G.MS. rectangular Tubes. It should have fitted stainless steel legs & powder coated on all metal surfaces
5	Head rest	adjustable on gas spring
6	Foot steps	Sliding foot step under the front side of lower middle cabinet
7	BP apparatus tray	made of 18 G MS sheet of approx. size 350 mm L x 120 mm W x 20 mm H provided on swinging rod rotating through a bush fixed on the body of the couch.
8	Height Adjustable	Required
9	Wheels and Side railings	Required with locking mechanism.
10	Finish	All MS parts should be pre-treated & powder coated & SS parts finished with matt polish.
11	Manufacturer should be ISO 13485 certified for quality standards.	Yes

5. Revolving stool: -

Sl No.	Particulars	Required Specs
1	Seat	SS made, with height adjustable
2	Revolving facility	360 deg
3	Base frame	MS Alloy, Powder coated.
4	Castor	min 4 no's twin wheel castors. (Castor wheel dia 5.0 cm)
5	Material	MS
6	Finish	Pretreated Epoxy coating
7	Height	50-70cm, adjustable by hydraulic or manual
8	seat diameter	min 38 cm
9	Manufacturer should be ISO 13485 certified for quality standards.	Yes

6. Dressing Trolley: -

Sl No.	Particulars	Required Specs
1	Size.	Overall approximate dimension: 1000 mm L X 500 mm W X 900 mm H ± 50 mm tolerance accepted.
2	Shelf Size	Approximate shelf dimension: 750 mm L x 500 mm W.
3	Frame	S.S. tubular frame mounted on four 125 mm diameter castors with synthetic body, two with brake & two without brake.
4	Protective rallings	Two S.S. shelves with protective railings on all Three sides.
5	Sheet thickness	The sheets used shall be of 1.2 mm thick.
6	Bowl and bucket	With S.S. bowl and S.S. bucket.
7	Material	Material: ss 304
8	Wheel caster	Wheel caster: 5 inches with brakes

7. Emergency Trolley: -

Sl No.	Particulars	Required Specs
1	Design Parameter	Should have sectional top X ray translucent high pressure laminate with facility to insert X-ray cassette of trolley.
2	Design Parameter	Should be able to X ray the patient from positions the entire length and width of the trolley
3	Design Parameter	Should have removable stretcher for easy cleaning and disinfections of the X ray platform.
4	Back Section	Should have ratchet adjusted back section
5	Positions	Should have trendelenberg and reverse trendelenberg positions.
6	Height Adjustment.	Should have hydraulic height adjustment.
7	O2 cylinder.	Should have place for fixing oxygen cylinder.
8	Detachable SS telescopic IV rods and collapsible SS side rails.	Should have detachable SS telescopic IV rods and collapsible SS side rails.
9	Body type	Body should be pre-treated and power coated.
10	Standard accessories such as	Should be supplied with standard accessories such as
11	a. SS Collapsible Side rails - 1 no.	a. SS Collapsible Side rails - 1 no.
12	b. Height adjustable IV rod - 1 no.	b. Height adjustable IV rod - 1 no.
13	Dimension:-	
14	a. Max.Length : 1900±20 mm	a. Max.Length : 1900±20 mm
15	b. Max.Width : 700±10 mm	b. Max.Width : 700±10 mm
16	c. Height : Min 65 ±5 cm Max 90 ±5 cm	c. Height : Min 65 ±5 cm Max 90 ±5 cm

17	d. Trendelenberg : 10 ±2 deg.	d. Trendelenberg : 10 ±2 deg.
18	e. Reverse trendelenberg : 5 ±1 deg	e. Reverse trendelenberg : 5 ±1 deg
19	f. X ray viewing area Entire length	f. X ray viewing area Entire length
20	Certifications	Should be GREENGUARD / SGS & BIFMA/ANSI certified.
21	Quality Standard	The manufacturer should compliant with ISO 9001, 14001, CE

8. Instrument Trolley: -

Sl No.	Particulars	Required Specs
1	Overall approximate dimension	Overall approximate dimension: 1000 mm L X 500 mm W X 900 mm H ± 50 mm tolerance accepted.
2	Approximate shelf dimension:.	Approximate shelf dimension: 750 mm L x 500 mm W.
3	Frames	S.S. tubular frame mounted on four 125 mm diameter castors with synthetic body, two with brake & two without brake.
4	Shelves	Two S.S. shelves with protective railings on all four sides.
5	Sheet	The sheets used shall be of 1.2 mm thick.
6	Washable	Whole crash cart should be washable.
7	Material	All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and polished finished
8	Wheels	wheel size 5 inches with brakes
9	Certification/Quality	
10	Manufacturer should have:	a) an ISO 9001:2008 certification. Or b) an ISO 14001:2004 certification. Or c) an ISO 18001:2007 certification. Or d) OHSAS 18001:2007 & ISO 13485:2003 certification.

9. Heightometer: -

Sl. No.	Particulars	Required Specs
1	Material	Plastic clinical standard
2	Color	Black
3	Design	It should be aesthetically designed for space saving with its roll-up mechanism
4	Size	Universal (both Child and Adult) Approx. 8 Ft.
5	Mountable	Wall mountable

GROUP B. Surgical Instrument Items: -
(Bidder Need to submit sample for all quoted Items)

Sl. No.	Particulars	Required Specs
10	Allis Tissue Forceps- Large	BIS/ISO/CE/USFDA standard/
11	Allis Tissue Forceps- Medium	BIS/ISO/CE/USFDA standard
12	Allis Tissue Forceps- Small	BIS/ISO/CE/USFDA standard
13	Curved Artery Forceps-Large	BIS/ISO/CE/USFDA standard
14	Curved Artery Forceps-Medium	BIS/ISO/CE/USFDA standard
15	Curved Artery Forceps-Small	BIS/ISO/CE/USFDA standard
16	Curved Scissors –Medium	BIS/ISO/CE/USFDA standard
17	Curved Scissors -Small	BIS/ISO/CE/USFDA standard

18	Lifting Forceps	BIS/ISO/CE/USFDA standard
19	Magills Forceps Large	BIS/ISO/CE/USFDA standard
20	Magills Forceps Medium	BIS/ISO/CE/USFDA standard
21	Magills Forceps Small	BIS/ISO/CE/USFDA standard
22	B.P Knife Handle	BIS/ISO/CE/USFDA standard
23	Needle Holder-Large	BIS/ISO/CE/USFDA standard
24	Needle Holder-Medium	BIS/ISO/CE/USFDA standard
25	Needle Holder-Small	BIS/ISO/CE/USFDA standard
26	Plain Thumb Forceps-Large	BIS/ISO/CE/USFDA standard
27	Plain Thumb Forceps-Medium	BIS/ISO/CE/USFDA standard
28	Plain Thumb Forceps-Small	BIS/ISO/CE/USFDA standard
29	Sponge Holder	BIS/ISO/CE/USFDA standard
30	Stitch Cutting Scissors	BIS/ISO/CE/USFDA standard
31	Straight Artery Forceps-Large	BIS/ISO/CE/USFDA standard
32	Straight Artery Forceps-Medium	BIS/ISO/CE/USFDA standard
33	Straight Artery Forceps-Small	BIS/ISO/CE/USFDA standard
34	Straight Scissors-Large	BIS/ISO/CE/USFDA standard
35	Straight Scissors-Medium	BIS/ISO/CE/USFDA standard
36	Straight Scissors-Small	BIS/ISO/CE/USFDA standard
37	Toothed Thumb Forceps-Large	BIS/ISO/CE/USFDA standard
38	Toothed Thumb Forceps-Medium	BIS/ISO/CE/USFDA standard
39	Toothed Thumb Forceps-Small	BIS/ISO/CE/USFDA standard
40	Tuning Fork-Standard Frequency	BIS/ISO/CE/USFDA standard
41	Vaginal Retractor-Standard	BIS/ISO/CE/USFDA standard
42	Vaginal Speculum- Large	BIS/ISO/CE/USFDA standard
43	Vaginal Speculum-Medium	BIS/ISO/CE/USFDA standard
44	Vaginal Speculum-Small	BIS/ISO/CE/USFDA standard
45	Stapler Remover	BIS/ISO/CE/USFDA standard

GROUP C. Electronic/Digital Medical Items: -
(Bidder Needs to submit Samples for all quoted Items)

46. BP Apparatus- Automatic: -

Sl No.	Particulars	Required Specs
PURPOSE OF USE		
1	Overview of functional requirements	Inflatable rubber cuff surrounded by durable, flexible cover that can be easily fastened round upper arm. The system supports quick readout with press of a button.
TECHNICAL CHARACTERISTICS		
2	Detailed requirements	1. Detailed requirements Measurement ranges:
		2. Cuff sizes: - All in one size with velcro cuff
		3. Equipment alarms required: cuff leak, cuff disconnect, failure to take successful reading, low-battery notice.
		4. Equipment alarms preferred: hose leak, inflation or deflation error.

3	Measurement Range	Measurement Range - systolic (mm Hg), 60–250, 290 preferred for adults, 30–160 for children and 20–120 for neonates.
		Diastolic (mm Hg), 30–180 adults, 10–150 paediatric, 10-100 neonate. Mean arterial pressure (mm Hg), 30–250 adults, 30–160 children, 30–110 neonates.
		Pulse (beats per min), 40–150 adult and children, 40–180 neonates. Inflation pressure (mm Hg) 150–260 adults, 85–140 neonates; adjustable or automatically set preferred
		Above range is minimum approx. requirement, wider range than this is acceptable.
4	Auto deflate pressure (mm Hg)	300 adults, 150 neonates.
5	Accuracy	Maximum error tolerance of +/- 3 mmHg
6	Displayed parameters	The unit should display the following numerical values:
		systolic pressure, diastolic pressure, pulse rate and mean arterial pressure. Other parameters are optional.
		The unit should alert the operator, either visually or audibly.
		Battery Status/charging status.
		service error codes
7	User adjustable settings	Set alarm volume and limits within the specified measurement ranges.
PHYSICAL/CHEMICAL CHARACTERISTICS		
8	Components (if relevant)	Rubber tubes to be detachable from other parts, allowing periodic cutting of decayed ends
		Gauge body to include clip for mounting on cuff
		Tube length to be greater than 30cm
		Cuff surround to be removable and washable
		To be supplied in protective, reclosable container
9	Raw Materials (if relevant)	Metal and plastic connectors
		Latex free bladder cuffs
UTILITY REQUIREMENTS		
10	Electrical, water and/or gas supply (if relevant)	AC: 120/240, 50/60 Hz
		DC: Rechargeable battery (for at least 1 h of operation, single-use or rechargeable)
SCOPE OF SUPPLY		
11	Scope of supply	Scope of supply - Includes Vinyl zippered bag Set with storage box, All-in one size velcro cuffs, charger, battery set
12		One adult, one pediatric cuff
ENVIRONMENTAL REQUIREMENTS		
13	Context-dependent requirements	Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%.

		Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%.
TRAINING, INSTALLATION AND UTILISATION		
14	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided
WARRANTY AND MAINTENANCE		
15	Warranty	2 year
16	Spare parts availability post-warranty	Service support to be available across India for past 5 years.
DOCUMENTATION		
17	Documentation requirements	User, technical and maintenance manuals to be supplied in English language.
		Certificate of calibration and inspection to be provided.
		List to be provided of equipment and procedures required for local calibration and routine maintenance.
		List to be provided of important spares and accessories, with their part numbers and cost.
		Contact details of manufacturer, supplier and local service agent to be provided.
SAFETY AND STANDARDS		
18	Regulatory Approval / Certification	Should be BIS/USFDA/ European CE (from notified body) / UL approved product

47. Thermometer – Infrared: -

Sl. No.	Particulars	Required Specs
PURPOSE OF USE		
1	Clinical department/ward (if relevant)	Emergency room (ER), Surgical intensive care unit (SICU), Surgery, Outpatient, Intensive care unit (ICU), Hospital
2	Overview of functional requirements	Infra-Red based design for detection of forehead temp.
TECHNICAL CHARACTERISTICS		
3	Detailed requirements	Digital thermometer Celsius scale. Safe to use, no glass, no mercury. Beep sound and switch off. Low battery indicator. Supplied with battery. Supplied with clear instructions for use/preventive maintenance.
4	Measurement Range	32°C to 43°C
5	Mode	Skin or forehead
6	Selectable	Mode and temperature units
7	Accuracy	+/- 0.1°C between 35°C to 41°C
8	Display readouts	Low battery and temperature; 'Out of range' indication required
9	Optimal measurement distance	1.9 to 5.9 in. (5 to 15 cm)
10	User Alert	Adjustable alarm alerts user visually and audibly when temperature exceeds programmed limit, on/off beep.
11	Aiming type	Laser Class II
13	Response time	500ms or less
14	Memory	Optional with 20 or more

15	Ergonomics	Design should provide ease of cleaning, case should be splashproof
16	Auto power	Auto power off required after minimum of 1 minute
17	Battery operations	Battery cover to be secure but simple to open. Battery to allow at least 5,000 measurements between charges.
18	Battery Type	Rechargeable
19	High /Low Alarm	High / low temp alarm
PHYSICAL / CHEMICAL CHARACTERISTICS		
20	Components (if relevant)	Body thickness to be sufficient to resist breakage during use and disinfection, Compact in design
UTILITY REQUIREMENTS		
21	Electrical, water and/or gas supply (if relevant)	AC input supply: 230V
SCOPE OF SUPPLY		
22	Accessories (if relevant)	Supplied in protective case for clean storage and safe transport
ENVIRONMENTAL REQUIREMENTS		
23	Context-dependent requirements	Capable of being stored continuously in ambient temperature of 0 to 50°C and relative humidity of 15 to 90%. Capable of operating continuously in ambient temperature of 10 to 40°C and relative humidity of 15 to 90%.
WARRANTY AND MAINTENANCE		
24	Warranty	2 year
DOCUMENTATION		
25	Documentation requirements	Clear instructions for use/preventive maintenance.
Regulatory Approval / Certification		
26	Regulatory Approval / Certification	FDA approval (USA)/ CE mark (EU) Manufacturer / supplier should have ISO/BIS certificate for quality standard. Conforms to EN 12470-3

48. Laryngoscope with 4 blades – Adult: -

Sl No.	Particulars	Required Specs
PURPOSE OF USE		
1	Clinical or other purpose	To manipulate the tongue and enable a clear view of the trachea
2	Clinical department/ward (if relevant)	Outpatients, Ear, Nose and Throat (ENT), Operating Theatre, Emergency room (ER), Intensive Care Unit (ICU)
3	Overview of functional requirements	A light source on or via the blade illuminates the larynx to allow viewing and tube passage. The unit is handheld with internal batteries and has interchangeable, rigid blades of different sizes.
TECHNICAL CHARACTERISTICS		
4	Detailed requirements	LED bulb, Fiber optic direct transmission of the light.
5	Displayed parameters	N/A
6	Design	Should comprise of excellent ribbed grip Stainless steel handle and light source.
7		There should be a freely moving light intensifier of light from the light source through to the tip of the blade to prevent any possibility of cross contamination.

8		The patient contact material should be biocompatible.
9		The unit should allow the blade to be inserted easily & should provide a positive locking mechanism when moved into the closed position.
PHYSICAL / CHEMICAL CHARACTERISTICS		
10	Main body	The main body of the handle should incorporate an excellent ribbed grip & should feel even wearing a glove.
11	Components (if relevant)	1. Handheld unit, single piece when in use.
		2. On/off switch to be robust and easy to use.
		3. External material to be non-ferrous.
		4. Supplied in protective, reclosable container.
UTILITY REQUIREMENTS		
12	Electrical, water and/or gas supply (if relevant)	1. Internal batteries, rechargeable preferred.
		2. Battery charger (if rechargeable), with power input to be 230 v fitted with compatible mains plug.
		3. Battery compartment (if reusables) to be sealed against liquid ingress, yet easily opened.
ACCESSORIES, CONSUMABLES, SPARE PARTS AND OTHER COMPONENTS		
13	Accessories (if relevant)	At least the following 4 autoclavable blades-sets for adult application
		a) Macintosh 2 (adult);
		b) Miller 2 (adult). * Hard or soft transport case with dedicated space for at least 3 blames, one handle and batteries.
14	Sterilization process for accessories (if relevant)	Supplier to describe any sterilisation process required for accessories.
15	Consumables / reagents (if relevant)	Supplier to describe any necessary consumables or reagents, detailing shelf life and number of uses.
16	Spare parts (if relevant)	2 sets of re-chargeable batteries.
		At least 1 no spare light bulb compatible with the device provided if light source is not LED.
ENVIRONMENTAL REQUIREMENTS		
17	Context-dependent requirements	1. Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%.
		2. Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%.
		3. Liquid splash resistant.
		4. Blades shall be autoclavable.

TRAINING, INSTALLATION AND UTILISATION		
18	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided
19	User care (if relevant)	Unit layout to enable easy cleaning and sterilization of all surfaces
WARRANTY AND MAINTENANCE		
20	Warranty	1. Duration of warranty to be stated, minimum two year.
		2. Specific inclusions and exclusions to be listed.
		3. Contact details of manufacturer, supplier and local service agent to be provided.
21	Maintenance tasks	List shall be provided of equipment and procedures required for local calibration and routine maintenance.
22	Type of service contract	Costs and types of post-warranty service contract available shall be described.
23	Spare parts availability post-warranty	Guaranteed time period of availability of spare parts post-warranty shall be described.
DOCUMENTATION		
24	Documentation requirements	User, technical and maintenance manuals to be supplied in (English language).
25	Regulatory Approval / Certification	FDA approval (USA)/ CE mark (EU)/BIS/ISO

49. Laryngoscope with 4 blades – Paed: -

Sl. No.	Particulars	Required Specs
PURPOSE OF USE		
1	Clinical or other purpose	To manipulate the tongue and enable a clear view of the trachea
2	Clinical department/ward (if relevant)	Outpatients, Ear, Nose and Throat (ENT), Operating Theatre, Emergency room (ER), Intensive Care Unit (ICU)
3	Overview of functional requirements	A light source on or via the blade illuminates the larynx to allow viewing and tube passage. The unit is handheld with internal batteries and has interchangeable, rigid blades of different sizes.
TECHNICAL CHARACTERISTICS		
4	Detailed requirements	LED bulb, Fiber optic direct transmission of the light.
5	Displayed parameters	N/A
6	Design	Should comprise of excellent ribbed grip Stainless steel handle and light source.
7		There should be a freely moving light intensifier of light from the light source through to the tip of the blade to prevent any possibility of cross contamination.
8		The patient contact material should be biocompatible.
9		The unit should allow the blade to be inserted easily & should provide a positive locking mechanism when moved into the closed position.
PHYSICAL / CHEMICAL CHARACTERISTICS		
10	Main body	The main body of the handle should incorporate an excellent ribbed grip & should feel even wearing a glove.

11	Components (if relevant)	1. Handheld unit, single piece when in use. 2. On/off switch to be robust and easy to use. 3. External material to be non-ferrous. 4. Supplied in protective, reclosable container.
UTILITY REQUIREMENTS		
12	Electrical, water and/or gas supply (if relevant)	1. Internal batteries, rechargeable preferred. 2. Battery charger (if rechargeable), with power input to be 230 v fitted with compatible mains plug. 3. Battery compartment (if reusables) to be sealed against liquid ingress, yet easily opened.
ACCESSORIES, CONSUMABLES, SPARE PARTS AND OTHER COMPONENTS		
13	Accessories (if relevant)	At least the following 4 autoclavable blades-sets for pediatric application c) Macintoch (Pediatrics)-2nos; d) Miller (Pediatrics)- 2nos. * Hard or soft transport case with dedicated space for at least 3 blames, one handle and batteries.
14	Sterilization process for accessories (if relevant)	Supplier to describe any sterilisation process required for accessories.
15	Consumables / reagents (if relevant)	Supplier to describe any necessary consumables or reagents, detailing shelf life and number of uses.
16	Spare parts (if relevant)	2 sets of re-chargeable batteries. At least n. 1 spare light bulb compatible with the device provided.
ENVIRONMENTAL REQUIREMENTS		
17	Context-dependent requirements	1. Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. 2. Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%. 3. Liquid splash resistant. 4. Blades shall be autoclavable.
TRAINING, INSTALLATION AND UTILISATION		
18	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided
19	User care (if relevant)	Unit layout to enable easy cleaning and sterilization of all surfaces
WARRANTY AND MAINTENANCE		
20	Warranty	1. Duration of warranty to be stated, minimum two year. 2. Specific inclusions and exclusions to be listed. 3. Contact details of manufacturer, supplier and local service agent to be provided.
21	Maintenance tasks	List shall be provided of equipment and procedures required for local calibration and routine maintenance.
22	Type of service contract	Costs and types of post-warranty service contract available shall be described.
23	Spare parts availability post-warranty	Guaranteed time period of availability of spare parts post-warranty shall be described.
DOCUMENTATION		
24	Documentation requirements	User, technical and maintenance manuals to be supplied in (English language).
25	Regulatory Approval / Certification	FDA approval (USA)/ CE mark (EU)/BIS/ISO

50. Ophthalmoscope: -

Sl. No.	Particulars	Required Specs
	PURPOSE OF USE	
1	Clinical or other purpose	Designed to visualize the interior of the eye, with the instrument relatively close to the subject's eye and the observer viewing an upright magnified image.
2	Clinical department/ward (if relevant)	ophthalmology
3	Overview of functional requirements	A light source illuminates the eye, and the image is viewed through a magnifying lens. The lens is selectable either within the unit or be exchanging eyepieces. The unit is handheld with internal batteries. Handheld ophthalmoscope to provide shadow free spot and larger field of view.
	TECHNICAL CHARACTERISTICS	
4	Detailed requirements	Magnification up to x15, in several selectable stages from direct vision to maximum magnification. Anti-reflection lens. At least 3 apertures and fixation star.
5	Lamp source	At least 2.5 V Xenon or LED light source
6	Aperture shape	Large spot, small spot, slit, central net, and red free
7	Filters	Red-free, blue and polarization filters.
8	Optics protection	Dust free sealed optics and aspherical optical system.
9	Range of Lens	Range of lenses not smaller than -45D to +35D with steps not greater than 1D.
10		Should have handle with continuous adjustable rheotronics for regulating light intensity. It should have a rotating knob to control the intensity of the ophthalmoscope and shouls be used with cobalt filters.
11		Should have on/off button for illumination and battery operated
12		Should have rotating knob to control the intensity of the ophthalmoscope and should be used with filters that eliminate UV radiation (<400nm) and, whenever possible, filters that eliminate short- wavelength blue light (<420nm). Weight<4.5 kg required, fitting for mounting on wall, approx. size 450*350*100mm.
	PHYSICAL / CHEMICAL CHARACTERISTICS	
13	Components (if relevant)	Dust-free sealed optics. Supplied in protective, reclosable container. On/off switch to be robust and easy to use. External material to be non-ferrous.
14	Mobility, portability (if relevant)	Handheld unit, single piece when in use.
	UTILITY REQUIREMENTS	
15	Electrical, water and/or gas supply (if relevant)	Battery operated
	ACCESSORIES, CONSUMABLES, SPARE PARTS AND OTHER COMPONENTS	
16	Accessories (if relevant)	Two spare bulbs.
	ENVIRONMENTAL REQUIREMENTS	
17	Context-dependent requirements	Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%., Liquid splash resistant.
	TRAINING, INSTALLATION AND UTILISATION	
18	Pre-installation requirements (if relevant)	Local clinical staff to affirm completion of installation
19	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided
	WARRANTY AND MAINTENANCE	
20	Warranty	Min 2 years
	DOCUMENTATION	

21	Documentation requirements	Advanced maintenance tasks required shall be documented User, technical and maintenance manuals to be supplied in English language. List to be provided of equipment and procedures required for local calibration and routine maintenance, List to be provided of important spares and accessories, with their part numbers and cost. Certificate of calibration and inspection to be provided. Contact details of manufacturer, supplier and local service agent to be provided
22	Standards	US FDA / CE/BIS/ISO

51. Otoscope: -

Sl No.	Particulars	Required Specs
PURPOSE OF USE		
1	Clinical or other purpose	Designed toVisualize the outer ear, auditory canal and tympanic membrane, with the instrument directed within the subject's ear and the observer viewing an upright magnified image
2	Level of use (if relevant)	Health post, Health center, District hospital, Provincial hospital, Specialized hospital
3	Clinical department/ward(if relevant)	Otolaryngology
4	Overview of functional requirements	A light source illuminates the outer ear and the image is viewed through a magnifying lens. The lens is selectable either within the unit or be exchanging eyepieces. The unit is handheld with internal batteries and has interchangeable specula for insertion into the ear.
TECHNICAL CHARACTERISTICS		
5	Detailed requirements	* At least 2.5 V Xenon / LED light source.
		* Fiber optic direct transmission of the light.
		* Swivelling viewing with at least 3x magnification.
		* Specula compatible/fitting with the otoscope head provided.
		* Insufflation port for pneumatic test of tympanic mobility.
		* Soft ball and tube for pneumatic tests.
		* Hard case for keeping at least otoscope head, handle and specula.
		Should have on/off button on the handle for illumination, the handle should be made of Solid metal- chrome slip type shock proof
6		The light should have minimum colour temperature of 4000k with CRI >90 for Bright and homogeneous illumination with excellent colour rendering.
7	lamp life	LED-10,000 hours
8		Should have rotating knob to control the intensity of the otoscope.
PHYSICAL / CHEMICAL CHARACTERISTICS		
9	Components(if relevant)	On/off switch to be robust and easy to use

		External material to be non-ferrous
		Pivoting head
		Interchangeable specula
10	Mobility, portability(if relevant)	Handheld unit, single piece when in use.
		Supplied in protective, reclosable container.
UTILITY REQUIREMENTS		
11	Electrical, water and/or gas supply (if relevant)	*Internal batteries, rechargeable preferred. *Battery charger (if rechargeables), with power input to be 230V fitted with 5/15 amp compatible mains plug.
		*Battery compartment (if reusables) to be sealed against liquid ingress, yet easily opened.
		* Rechargeable batteries with at least the following characteristics:
		a) At least n. 3 battery chargers (integrated or external) compatible with both 2.5 V and 3.5 V batteries or handles provided;
		b) Led display indicating the charging status.
		* Protections against over-voltage and over-current line conditions.
SCOPE OF SUPPLY		
12	Accessories (if relevant)	Set of plastic specula, varying diameters between 2.0 and 5.0 mm
		Two spare bulbs
		At least n. 10 reusable (autoclavable) otoscope specula for each one of the following measure: 2, 3 and 5 mm.
ENVIRONMENTAL REQUIREMENTS		
13	Context-dependent requirements	Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%. Liquid splash resistant, Specula should be autoclavable, also cleanable with alcohol wipes
TRAINING, INSTALLATION AND UTILISATION		
14	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided
WARRANTY AND MAINTENANCE		
15	Warranty	Min 2 years
16	Spare parts availability post-warranty	should be able to supply min 7 years post warranty
DOCUMENTATION		
17	Documentation requirements	Advanced maintenance tasks required shall be documented
		User, technical and maintenance manuals to be supplied in English language.

		List to be provided of equipment and procedures required for local calibration and routine maintenance, List to be provided of important spares and accessories, with their part numbers and cost. Certificate of calibration and inspection to be provided. Contact details of manufacturer, supplier and local service agent to be provided
18	Standards	Product should be USFDA/CE/BIS/ISO approved

52. Proctoscope With Holder - Adult- Standard: -

Sl. No.	Particulars	Required Specs
1	Material	Made of high quality durable stainless steel
2	Autoclavable	Re useable and fully autoclavable
3	Standard	ISO/BIS/CE/USFDA

53. Proctoscope With Holder - Paed- Standard: -

Sl. No.	Particulars	Required Specs
1	Material	Made of high quality durable stainless steel
2	Autoclavable	Re useable and fully autoclavable
3	Standard	ISO/BIS/CE/USFDA

54. Nebulizer: -

Sl No.	Particulars	Required Specs
PURPOSE OF USE		
1	Clinical or other purpose	A nebuliser converts a solution of a drug into a fine spray. You then breathe in the spray. Nebulisers use oxygen, compressed air to break up the liquid drug to deliver the dose you need.
2	Clinical department/ward(if relevant)	Intensive care unit (ICU), OPD,inpatient ward
3	Overview of functional requirements	It should provide air to the pneumatic nebulizer in order to aerosolize medications for inhalation by the patient for respiratory disorders. The system is designed for use with pediatric (defined by the prescribed medication) and adult patients in the home, hospital, and sub-acute settings.
TECHNICAL CHARACTERISTICS		
4	Detailed requirements	commercial grade Compressor based nebuliser.Noiseless operation and Universal connector accommodates standard adult and pediatric masks, as well pediatric pacifier mouthpiece.
5	Compressor Pressure	max 30 psig
6	Free air flow	max 15 lpm @ 1.5 bar
7	Noise level during operation	<60dbA
8	MMAD	3 microns or less
9	Respirable Fraction	84% below 5 microns
10	Residual volume	0.7cc or less
11	Usage	continuous operation for min 20 minutes without being heated up
12	Material	ABS body or equivalent
13	Filter	Should be

14	Safety	On/OFF switch with non-removable power cord
PHYSICAL / CHEMICAL CHARACTERISTICS		
15	Components (if relevant)	Nebuliser, power cord
16	Mobility, portability (if relevant)	Portable
UTILITY REQUIREMENTS		
17	Electrical, water and/or gas supply (if relevant)	230V
ACCESSORIES, CONSUMABLES, SPARE PARTS AND OTHER COMPONENTS		
18	Accessories (if relevant)	Compressor with power cord, Nebulizer Kit, Air Tube (PVC, 100 cm), Mouthpiece, Air Filters (Package of 5), Storage Bag and Instruction Manual
ENVIRONMENTAL REQUIREMENTS		
19	Context-dependent requirements	Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%.
		Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%.
TRAINING, INSTALLATION AND UTILISATION		
20	Pre-installation requirements(if relevant)	
21	Requirements for commissioning (if relevant)	Supplier to perform installation, safety and operation checks before handover
		Local clinical staff to affirm completion of installation
22	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided yearly, monthly
23	User care(if relevant)	Unit layout to enable easy cleaning and sterilization of all surfaces.
WARRANTY AND MAINTENANCE		
24	Warranty	Min 2 years
25	Spare parts availability post-warranty	5 years
DOCUMENTATION		
26	Documentation requirements	User, technical and maintenance manuals to be supplied in English language.
		Certificate of calibration and inspection to be provided.
		List to be provided of equipment and procedures required for local calibration and routine maintenance
		List to be provided of important spares and accessories, with their part numbers and cost.
		Contact details of manufacturer, supplier and local service agent to be provided
		Trade-in with manufacturer if available. Plastic recycling.
27	Standards	USFDA/CE/BIS Approved

55. Suction Apparatus (Portable): -

Sl No.	Particulars	Required Specs
PURPOSE OF USE		
1	Clinical or other purpose	Evacuate fluid, tissue, gas, or other foreign materials from a body cavity or lumen by means of suction
2	Clinical department/ward(if relevant)	Intensive care unit (ICU), radiology department, emergencies, operating theaters
3	Overview of functional requirements	An electrical pump system extracts air from a storage container. The resulting low pressure is used to suck body fluid from the patient up a tube into the storage container. Two containers are used to facilitate cleaning and changing.
TECHNICAL CHARACTERISTICS		
4	Detailed requirements	Vacuum Adjustment: Continuous
		Must be able to generate a vacuum of at least 0.85 bar (650mmHg)
		Maximum vacuum: 700 mmHg
		Minimum open tube flow rate at least 5 litres liquid per minute
		Twin suction bottles, minimum size 3 litres each.
		Heavy duty type B suction machines
5	Motor	Rating of Motor – continuous.
		Should provide 0.3 micron bacterial filter to absorb moisture and water particles entering into the rotor. Exhaust filter or silencer for noise less operation is desirable.
		Sound Level: < 70 dBA
6	Pump	rotary vane pump
7	Suction Jar	2 lit *2 nos, material Polycarbonate (Autoclavable)
8	Suction capacity	between 28-90 lpm, regulable.
9	Safety features	Bottles to have an automatic cut off when full to prevent ingress of fluid to motor.
		Should have air tight lids interconnected with both jars.
		Should have a safety valve to prevent entry of fluids into machine in case the suction jar fills up.
		Suction should be interrupted when foam or liquids reach the safety level in the jar. Double overflow-protection system (bottle and pump).
10		Over current circuit breaker/any other protection device.
11		Changeover valve to shift the vacuum from one jar to other with a single move.
12		should not overheat on prolonged use(should have a safe run time of 3 hrs or above) and should work optimally in regular work situations.
13		On/OFF switch
14		Convenient emptying handles on Lid & Jar – Controls Infection
15	Tubing length	minimum 3m long,
16	Tubing Material	non collapsible type under 700mm hg pressure,transparent and smooth from inside with antistatic property . It should preferablybe corrogated.

17	Castor	4 or more wheels with min 50 mm diameter with 2 brakes, uni-directional, anti-static.
18	Indicators	On and off switch with light indicator.
19	Power receptacle type and length	Min. 5 mtr. long cord with 15 amp. Plug top.
20	performance	suction equipment shall develop a vacuum of at least 40 kPa below
		atmospheric pressure within 10 s
21	Sterilisation	Smooth surface/finishing allows for easy cleaning/disinfection.
22		Jars should be autoclavable
23	Body	Base made of mild steel, top & panel made of rust proof & corrosion resistant moulded ABS.
		should have a carrying handle for ease of transportation by staff.
		Jar should be holded in the body for any accidental fall during operation.
24	Displayed parameters	Easily visible control panel to include 'power on' indicator, vacuum control valve and vacuum gauge.
PHYSICAL / CHEMICAL CHARACTERISTICS		
25	Components(if relevant)	To be protected against fluid ingress from above
		Machine cover should be openable for repair and maintenance
		Oil-free pump operation preferred
26	Mobility	Mounted on a stable, portable stand with castors/wheels and handle
		Castors / wheels to have fully 360 degree swivel, minimum size 50mm
27	Weight	Light weight
28	Raw Materials(if relevant)	Preference is for clear, non-brittle (shatterproof) plastic bottles, fully autoclavable, fitted with spillover protection system
UTILITY REQUIREMENTS		
29	Electrical, water and/or gas supply (if relevant)	AC: 230 V 60 Hz
ACCESSORIES, CONSUMABLES, SPARE PARTS AND OTHER COMPONENTS		
30	Accessories (if relevant)	Two suction bottles (autoclavable) One additional spare suction bottle set
		Ten spare inlet filters
		Two spare seals for storage jars
		Two spare sets of fuses, if replaceable type used.
31	Sterilization process for accessories (if relevant)	Storage bottles should be autoclavable
ENVIRONMENTAL REQUIREMENTS		
32	Context-dependent requirements	Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 100%.
		Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 100%.
TRAINING, INSTALLATION AND UTILISATION		
33	Pre-installation requirements(if relevant)	Supplier to perform installation, safety and operation checks before handover.

34	Requirements for commissioning (if relevant)	Local clinical staff to affirm completion of installation
35	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided
WARRANTY AND MAINTENANCE		
36	Warranty	Min 2 Years
37	Maintenance tasks	Advanced maintenance tasks required shall be documented
38	Type of service contract	non comprehensive type
39	Spare parts availability post-warranty	Ready availability of reagent test strips, battery & other consumables across India for at least 5 years.
DOCUMENTATION		
40	Documentation requirements	User, technical and maintenance manuals to be supplied in English language.
		List to be provided of equipment and procedures required for local calibration and routine maintenance
		List to be provided of important spares and accessories, with their part numbers and cost. Certificate of calibration and inspection to be provided.
41	Regulatory Approval / Certification	IS7080(Part 3):1992 certified by BIS./US FDA/CE certified

56. X ray view box: -

Sl. No.	Particulars	Required Specs
	PURPOSE OF USE	
1	Clinical or other purpose	The light is diffused behind a mounting frame, in order that a uniform backlight clarifies the X-Ray held on the front of the frame.
2	Clinical department/ward (if relevant)	radiology departments, wards, outpatients and primary care surgeries.
3	Overview of functional requirements	Clips hold at least two standard x-ray films on front panel Mains electrically powered light source behind diffuser panel
	TECHNICAL CHARACTERISTICS	
4	Detailed requirements	ABS construction with heavy duty washable surface. Once intensity set, should not go back to factory setting
5	Film holding	Non-ferrous clip mechanism to hold film in place. Automatic film sensor Facility to switch on only the section where the film needs to be viewed.
6	Illumination	White plastic diffuser front panel, providing flicker-free illumination. It should have homogeneous illumination more than 95%.
7	Lamp Type	LED
8	Lamp hours	Lamps life not less than 20000 hours.
9	Controls	It should have an on-off switch along with digital feather touch dimmer and a button to set the intensity
10		Brightness not less than 2000 cd/m2 at the panel center. Brightness uniformity not less than 90% for each viewing panel. 10 step Digital dimmer facility with step up/step down intensity of 400 LUX.
11	color temperature	Color temperature not less than 5500 °K
12	power cord	It should have directly connectable to power supply without any external adapter.

13	Safety	Two pole on/off electrical switch, single or double line protective fuse. It should have external fuses for protection against power surge.
PHYSICAL / CHEMICAL CHARACTERISTICS		
14	Components(if relevant)	(Ex : Weight <4.5 kg required), Fittings for mounting on wall, Approx. size 450 x 350 x 100 mm. Electrical source requirements: 230V Electrical source with line connection plug 5Amp type. Protections against over-voltage and over-current line conditions.
UTILITY REQUIREMENTS		
15	Electrical, water and/or gas supply (if relevant)	230V
ENVIRONMENTAL REQUIREMENTS		
16	Context-dependent requirements	Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%.
TRAINING, INSTALLATION AND UTILISATION		
17	Pre-installation requirements(if relevant)	Supplier to perform installation, safety and operation checks before handover, Local clinical staff to affirm completion of installation
18	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided
WARRANTY AND MAINTENANCE		
19	Warranty	2 Years
20	Type of service contract	Labour contract
21	Spare parts availability post-warranty	till 5 years
DOCUMENTATION		
22	Documentation requirements	User and maintenance manuals to be supplied in english language., Certificate of inspection to be provided. List to be provided of important spares and accessories, with their part numbers and cost. Contact details of manufacturer, supplier and local service agent to be provided
23	Standards	BIS/US FDA/CE

57. Treatment Light / Spotlight with Stand: -

Sl No.	Particulars	Required Specs
PURPOSE OF USE		
1	Clinical or other purpose	Provides light to illuminate the site of examination and/or treatment of the patient
2	Overview of functional requirements	Case is to be hard, splash proof and corrosion resistant. Movement must be easily achieved by operator of height 1.5 m Light head mounting to allow vertical and rotational movement, capable of illuminating at least 1 m high table Handle for movement must be easy to grasp and clean Light must remain steady on position and balanced once moved. Made of high quality ABS/Equivalent material body.
TECHNICAL CHARACTERISTICS		
3	Detailed requirements	A star base with at least four anti-static castors wheels.
		Height adjustable stand or articulated (or flexible) arm with step-less vertical displacement.

		At least radial and angular movements of the lamp.
		Led or halogen light source.
		Maximum intensity not less than 40,000 lux / 1 m (+/-10%).
		Illumination control.
		Color Temperature should be 4300- 4600 K
		Lifetime of LED light is provided not less than 40,000 hours.
		Integrated ON/OFF switch button.
4	Base	Base to have at least four fully 360 degree swivel castors, Whole system to be stable for all positions of light head.
5	Wheels	atleast 4, min 75mm diameter wheels with 2 brakes. Antistatic.
6	Intensity Control	Variable or fixed
7	Reflector	Aluminium anodised parabolic reflector or equivalent for good focus or equivalent
8	Focus Control	Fixed or variable
9	Illumination Level/ Light Output	min 20000-60000 lux at 1 meter distance from focus area.
10	Manuverity	Radial and axial movement of the lamp
11	Height adjustment of lamp housing	Limit steps to be provided where necessary to prevent possible hazardous conditions during normal operation.any locking mechanism should be easy to operate.
		Maximum range: 440mm
12	Handle for lamp housing	Handle should be provided for lifting the lamp housing
13	Power cord	Not less than 1.8 meters in case of flexible and not less than 3 meters for fixed cord
14	Colour temperature	4000k-5000k shadowless
15	No.Of Wheels	4 or more antistatic, 2 lockable.
16	Adjustment Type For Arm	If the lamp head is capable of adjustment, limit steps shall be provided where necessary to prevent possible hazardous condition during normal operation.
17	Focus diameter	150-250mm
18	Dome Size	min 150mm
19	depth of field	50 cm
20	Safety	over current protection to device
21	Finish	Epoxy coating , powder coating or stainless steel
22	colour rendering index	93 or more
23	Bulb voltage	voltage and type to be mentioned on external body
24	Bulb Life	Halogen- minimum 4000 hours and LED- min 20000 hours
25	Mains Protection	Inlet fuse
26	Voltage Source	230v
27	Lamp Replacement Type	screw type or easily removable and does not require entire lamp head dismantling.
28	Disinfection	Parts of the Device that are designed to come into contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/disposable cover
PHYSICAL / CHEMICAL CHARACTERISTICS		

29	Components(if relevant)	mobile base, single head, halogen or LED light.
30	Mobility, portability(if relevant)	Mobile or portable
UTILITY REQUIREMENTS		
31	Electrical, water and/or gas supply (if relevant)	AC: 230V
ACCESSORIES, CONSUMABLES, SPARE PARTS AND OTHER COMPONENTS		
32	Spare parts (if relevant)	Two sets of spare fuses (if replaceable fuses used).
		Two sets of replacement bulbs , if halogen based.
TRAINING, INSTALLATION AND UTILISATION		
33	Requirements for commissioning (if relevant)	Supplier to perform installation, safety and operation checks before handover. Local clinical staff to affirm completion of installation.
34	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided.
		Advanced maintenance tasks required shall be documented.
35	User care(if relevant)	Unit layout to enable easy cleaning and sterilization of all surfaces
WARRANTY AND MAINTENANCE		
36	Warranty	Min 2 years warranty
37	Maintenance tasks	Preventive/periodic maintenance requirements to be listed.
DOCUMENTATION		
38	Documentation requirements	1. User, technical and maintenance manuals to be supplied in English language.
		2. Certificate of calibration and inspection to be provided.
		3. List to be provided of equipment and procedures required for local calibration and routine maintenance.
		4. List to be provided of important spares and accessories, with their part numbers and cost.
		5. Contact details of manufacturer, supplier and local service agent to be provided.
39		Valid ISO certificate of Manufacturer. Valid BIS/ ISI / CE / US FDA certificate of the manufacturer
40		Electrical safety conforms to the standards for electrical safety

58. BP Apparatus – Dial: -

Sl No.	Particulars	Required Specs
PURPOSE OF USE		
1	Overview of functional requirements	Inflatable rubber cuff surrounded by durable, flexible cover that can be easily fastened round upper arm
		Aneroid pressure gauge displaying cuff pressure
		Pumping bulb and valve allowing adjustment up and down of cuff pressure

TECHNICAL CHARACTERISTICS		
2	Detailed requirements	Cuff arm fixing method to allow ease of use, ease of cleaning and low attraction of dirt.he artery indicator label and index range further ensure proper + comfortable cuffing for appropriate arterial compression.
3	Cuff	Velcro cuffs or equivalent fastening design.
		Adult size 54,5 x 14,5 cm
		Small adult size 42 x 13 cm, 1 tube, 2 tubes
		Obese size 70 x 15 cm, 1 tube, 2 tubes
		Thigh size 70 x 22 cm, 1 tube, 2 tubes
4	Accuracy	Pressure gauge to allow reading of pressure to 2mmHg accuracy
5	Gauge	Maximum pressure to be at least 300mmHg
		Gauge body to allow recalibration of readings, yet in normal operation be sealed and secure.
		Graduated scale for ever/ 2mmHg, every 10 units and every 20 units.
6	Bulb	Large insufflation bulb.larger bulb volume for fast inflation of the cuff.
7	Scoop handle (optional)	Adjustable spoon (plastic). For both right or left-handed operation.
8	Valves	Non-resistant opening of air release valve base and air duct with metal precision valve.Air release at closed lap with maximum 4mmHg/Minute
9	Tube	Can be straight or coiled rubber tube with either single or dual tube.
10	Connectors	Metal and plastic connectors: Screw-type and bayonet connectors threaded tube connection at the top of the casing for fast cuff exchange and ergonomic operation.
11	Filter	Micro filter:Protects valve and manometer.
12	Ergonomics	Shock-proof up to a falling height of 120 cm (4 ft). Gauge should have optional flouroscent read outs.The Contrast design of dial and gauge facilitates quick read outs.
13	Accuracy	Maximum error tolerance of +/- 2 mmHg
14	Displayed parameters	mmHg
15	Performance	Manual setting of deflation possible upto 2/3mm Hg/sec. From 260mmHg to 15mm Hg in a maximum deflation time of 10 seconds.
16	Inflation bag	inflation bag is constructed of crack-resistant, non-stick, high-density latex-free PVC
PHYSICAL/CHEMICAL CHARACTERISTICS		
17	Components(if relevant)	Rubber tubes to be detachable from other parts, allowing periodic cutting of decayed ends
		Gauge body to include clip for mounting on cuff
		Tube length to be greater than 30cm
		Cuff surround to be removable and washable
		To be supplied in protective, reclosable container
18	Diamensions	The rubber tubes used should have an internal diameter of 3 ±
		0.5mm and the external diameter should not be less than 8mm; The dial manometer with diameter of 50 mm-60mm
19	Mobility, portability(if relevant)	Portable

20	Raw Materials(if relevant)	Metal and plastic connectors
		Latex free bladder cuffs
ACCESSORIES, CONSUMABLES, SPARE PARTS, OTHER COMPONENTS		
21	Accessories (if relevant)	Velcro cuffs:
		Adult size 54,5 x 14,5 cm
		Small adult size 42 x 13 cm, 1 tube, 2 tubes
		Obese size 70 x 15 cm, 1 tub
		Thigh size 70 x 22 cm, 1 tube
SCOPE OF SUPPLY		
22	Transportation and storage (if relevant)	Includes Vinyl zippered bag Set with storage box and 3 cuffs (Adult, obese and small adult).
TRAINING, INSTALLATION AND UTILISATION		
23	Training of user/s (if relevant)	Training of users in operation and basic maintenance shall be provided
WARRANTY AND MAINTENANCE		
24	Warranty	Min 2 years
DOCUMENTATION		
25	Documentation requirements	User, technical and maintenance manuals to be supplied in English language.
		Certificate of calibration and inspection to be provided.
		List to be provided of equipment and procedures required for local calibration and routine maintenance.
		List to be provided of important spares and accessories, with their part numbers and cost.
		Contact details of manufacturer, supplier and local service agent to be provided.
SAFETY AND STANDARDS		
26	Standards	CE/US FDA/BIS CERTIFICATION

59. Stethoscope – For adult: -

Sl No.	Particulars	Required Specs
PURPOSE OF USE		
1	Overview of functional requirements	Instrument for listening to sounds within the body. Easy to dismantle, and therefore to clean and disinfect.
TECHNICAL CHARACTERISTICS		
2	Detailed requirements	2. Double cup, dual-use (adult and pediatric auscultation) chest piece in stainless steel or chrome plated brass.
3	Membrane	High quality membrane for precise acoustics with non-chill rims for improved adaptation on the skin and for excellent sound transmission.
4	Diaphragm-double cup	Adult diaphragm 43-47mm; pediatric diaphragm 28-36mm.
5	Length	27"-29"
6	Tubing	Y tube treated rubber or PVC with 8-11mm diameter.

7	Sensitivity	Sensitivity from 3.2dB to 26dB in a range from 50 to 1000Hz for cardiology.Sensitivity 8.1dB in a range from 600 Hz to 1,500Hz for pneumology.
8	Arms/ frames	stainless steel, or chrome brass
9	Ear-Piece	Removable plastic ear-pieces fitted to frame in eith press type or threaded type connection.
10	Material	Latex Free
PHYSICAL / CHEMICAL CHARACTERISTICS		
11	Components(if relevant)	Ear pieces; Y Tube; arms; double cup; diaphragm membrance
12	Raw Materials(if relevant)	Chest piece in stainless steel or chromed brass. Y tube treated rubber. Arms stainless steel or chrome brass. Plastic ear-pieces.
13	Weight	110-150 gms
SCOPE OF SUPPLY		
14	Scope of supply	Supplied with 1 set of spare earpiece and 1 set of spare diaphram.
WARRANTY AND MAINTENANCE		
15	Warranty	2 year
SAFETY AND STANDARDS		
16	Standard	CE/FDA /BIS certification

60. Digital Clinical Thermometer: -

Sl. No.	Particulars	Required Specs
1	**Make**	**Digital**
2	**Use**	**Clinical**
3	**Standard**	**ISI/BIS/CE/USFDA**
4	**Power**	**Battery**

61. Weighing scale: -

Sl No.	Particulars	Required Specs
PURPOSE OF USE		
1	Clinical or other purpose	Measure total patient body weight
2	Clinical department/ward(if relevant)	All
3	Overview of functional requirements	1. Measures patient weight using mechanical, non-electronic means.
		2. Has adjustment for zero setting.
		3. Displays weight in kg
TECHNICAL CHARACTERISTICS		
4	Detailed requirements	1) Analog scale, digital scales will not be accepted.
		2) Capacity up to 200 kg.
		3) Graduation Weight: 100 g.
		4) Anti-slip platform.
		5) Adjustable zero point.
		6) Weighing units (kg and/or lb).
		7) gradation scale for ever 1 kgs and every 10 units
PHYSICAL / CHEMICAL CHARACTERISTICS		
5	Components (if relevant)	1. Robust, corrosion-resistant construction.
		2. Unit to be splash-proof.

		3. Oil free operation.
		4. Gauge body to allow access for recalibration, but in normal use is secure and sealed.
		5. Supplied with protective container for safe carriage and storage.
		6. Unit to be stable when stored, used and lightly knocked.
6	Mobility, portability(if relevant)	Portable
UTILITY REQUIREMENTS		
7	Electrical, water and/or gas supply (if relevant)	N/A
ENVIRONMENTAL REQUIREMENTS		
8	Context-dependent requirements	1. Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%.
		2. Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%.
WARRANTY AND MAINTENANCE		
9	Warranty	Preferably a 2-year warranty
DOCUMENTATION		
10	Documentation requirements	1. User and maintenance manuals to be supplied in English language.
		2. Certificate of calibration and inspection to be provided.
		3. List to be provided of equipment and procedures required for local calibration and routine maintenance.
		4. List to be provided of important spares and accessories, with their part numbers and cost.
		5. Contact details of manufacturer, supplier and local service agent to be provided.
11	Standards	The manufacturer shall have the valid manufacturing license and should have model approval by the legal metrological Deptt. and the weighing scale must be stamped by the by legal metrological Deptt. In case of distributor, the bidder should have valid distributor and repair license from legal metrological Deptt., Govt. of India

GROUP D. Medical Tray and Dish Items: -
(Bidder Needs to submit Samples for all quoted Items)

Sl. No.	Particulars	Required Specs
62	Knife Dish With Lid -Medium	ISO/BIS/CE/USFDA Approved.
63	Knife Dish With Lid -Small	ISO/BIS/CE/USFDA Approved.
64	SS Bowl-Large	ISO/BIS/CE/USFDA Approved.
65	SS Bowl-Medium	ISO/BIS/CE/USFDA Approved.
66	SS Bowl-Small	ISO/BIS/CE/USFDA Approved.
67	SS Kidney Tray-Large	ISO/BIS/CE/USFDA Approved.
68	SS Kidney Tray-Medium	ISO/BIS/CE/USFDA Approved.

69	SS Kidney Tray-Small	ISO/BIS/CE/USFDA Approved.
70	SS Tray with Lid –Large	ISO/BIS/CE/USFDA Approved.
71	SS Tray with Lid -Medium	ISO/BIS/CE/USFDA Approved.
72	SS Tray with Lid -Small	ISO/BIS/CE/USFDA Approved.

Note:

1. **TIA will arrange demonstration for equipment. Bidder need to demonstrate quoted equipment. TIA can ask to submit the sample to cross check the quality at the time of delivery.**
2. **Quantities mentioned in BoQ is indicative which may increase or decrease substantially as per site requirements. Payment shall be made as per actual quantity supplied and installed.**

7.2 Quality Standard

7.2.1 For Manufacturer: The manufacturer shall have following ISO Certification

a) ISO9000 and/or ISO 13485

7.2.2 **For the Product:** Quality Standard as specified in Technical Specifications.

7.2.3 Sample can be asked from the bidder and approved sample will be retained

by TIA to cross check the quality at the time of delivery.

7.3 Incidental Services:

7.3.1 All incidental work including civil, electrical or mechanical work required for installation of the System will be the responsibility of the Contractor.

7.3.2 Detailed site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.

7.3.3 Earthling arrangements for all the equipment shall be completed as per standard practice.

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

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

7.4 Warranty & Maintenance:

7.4.1 The supplier shall provide comprehensive on-site warranty (Including All Spares, Accessories and Labour) for a period of 02 years from the date of final acceptance of the complete system after successful and complete installation and commissioning with regular updation of newer technology as and when evolved.

7.4.2 If the performance of any individual equipment or system is not satisfactory, the same

shall be replaced by the supplier free of cost.

7.4.3 If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.

7.4.4 Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.

7.4.5 The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.

7.4.6 ACCF would expect the contractor to comply with following warranty period condition for all the ACCF projects. Warranty period shall for all purposes commence when installations are officially handed over to the Client:

SECTION -VIII

8. FORMATS FOR SUBMISSION OF BID (Technical Bid)

FORMAT – T 1: CHECK LIST

CHECK LIST

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

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

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

Name of the Bidder	

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

	Specification)		
14.	Copy of the Leaflets / Technical Brochures / Product Data Sheets of the Model offered highlighting features in support of the information provided in Format – T11		
15.	Copy of Quality Certificates (valid ISI / BIS / CE / US FDA/ IEC, etc. & ISO) of the product/organization (As per Section VII- Technical Specification).		
16.	Certificate of Incorporation Registration Certificate /Deed of Partnership.		
17.	Copy of the .GST registration certificate		
18.	Copy of PAN (Income Tax)		
19.	Undertaking/ Declaration against OM F.No. 6/18/2018-PPD dated 23rd July 2020 (Annexure-VII)		
20	Any other document in support of technical bid		

Important Note

a) Mentioning of Page Nos. in the relevant column as mentioned above **is mandatory** for ease of scrutiny.

b) **No price information (i.e., Scanned copy of the price format etc.)** to be uploaded in Technical Bid.

c) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time.

d) The **BOQ** file (in Excel) and other price format (in PDF) are to be **uploaded** in the **price bid**.

e) All the documents to be furnished in the checklist have to be page numbered. All the formats (T1-T11) are to be filled up mandatorily.

Format - T2: Details of the Item Quoted

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

DETAILS OF THE ITEM QUOTED

Sl. No.	Name of the Item(s)/ Component(s)/ Materials	Name of Manufacturer	Country of Origin	Make	Name of the Model	*Details of offered product at Page No. (s)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						

Signature of the Bidder

Date:
Place:

Official Seal:

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

DETAILS OF EMD SUBMITTED

List of locations/hospitals bided forin preferential order	**Instrument No., Date & Name of**	**EMD Amount (Rs.)**
For Group(s) A…….. B…….. C……		(Rupees …….. Only)

Place:
Date:

Note:

- *BG format for EMD is given as Annexure-V.*

Signature of the Bidder

Official Seal

Bidder has the option to bid for one or more locations of his choice, however the EMD shall remain fixed irrespective of the number of locations/hospitals bidded for.

- *Bidder is required to give priority of site(s) as mentioned above.*

Format - T4: Details of the Bidder

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

DETAILS OF THE BIDDER

GENERAL INFORMATION ABOUT THE BIDDER				
1	Name of the Bidder			
	Registered address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address & Factory address				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	

Type of the Firm (Please Select)						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
Nature of Business (Please Select)						
5	Original Equipment Manufacturer (OEM)		Authorized Distributor/Dealer			
	100% Subsidiary of OEM		Importer			

Key personnel Details (Chairman, CEO, Directors, Managing Partners, etc.)				
6	in case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	

7	Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence by any competent court of law within the last 3 years from the date of floating of the tender.	Yes / No
8	Registration Details: a) GST Registration b) Pl. mention whether Registered in Assam : c) Furnish the copy of the GST registration certificate	

9	Details of existing Service Centers network in North-East and Eastern India toensure maintenance obligations during Warranty and CMC/AMC period:
10	Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected) a) Name of the Bank: b) Full address of the Branch concerned: c) Account no. of the bidder: d) Name (as mentioned in the bank account): e) IFS Code of the Bank:

Signature of the bidder / Authorised signatory

Place:
Date:

Office Seal

Format – T5: Declaration Form

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

DECLARATION FORM

(Self-Declaration on Letter Head with Sign andSeal)

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

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

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

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

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

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

Signature of the bidder :

Seal Date :

Name & Address of the Firm :

Format –T6: Manufacturers Offer Form

(To be submitted in Part– I Technical Bid)

MANUFACTURER'S OFFER FORM

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

No. Dated:

To

<Insert Name, Address and Designation of the TIE>

Dear Sir / Madam,

Bid Reference No :

Equipment Name :

1. We …… (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at ……..(full address with telephone number/fax number & email ID and website), and having factories at……..

2. No company or firm or individual have been authorized by us 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 05 years. In case, our authorized bidder fails to provide after sales services as per bid conditions, we will provide the same without any extra cost to TIE.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment bided within the stipulated time.

(Name)

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

Date:

Place:

Seal

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

Format – T7: Manufacturers Authorisation Form (for Distributor)

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

MANUFACTURER'S AUTHORISATION FORM

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

No. Dated:

To

<Insert Name, Address and Designation of TIE>

Dear Sir / Madam,

Bid Reference No :
Equipment Name :

1. We …… (name of the OEM) are the original manufacturers of the above equipment having registered office at …….. (full address with telephone number/fax number & email ID and website), having factories at and , do hereby authorize M/s. (Name and address of bidder) to submit bids, and subsequently negotiate and sign the contract with you against the above bid no..
2. No company or firm or individual other than M/s. are authorized to bid, negotiate and conclude the contract in regard to this businessagainst this specific bid reference no.
3. We also hereby undertake to provide full guarantee/warrantee /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 5(Five) 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.*

Format –T8: Annual Turnover Statement

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

ANNUAL TURNOVER STATEMENT

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

Sl. No.	**Financial Year**	**Annual Turnover** (In Rupees)
1.	**2018-19**	
2.	**2019-20**	
3.	**2020-21**	
	Average	

(Name in Capital)Membership No.
UDIN……
Signature of Auditor/ Chartered Accountant

Date:

Place:

Seal

N.B.

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

Format –T9: Performance Statement

PERFORMANCE S T A T E M E N T

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

(For the period of last three years)
(Pl. Furnish order copies of the clients serially, the names of which are mentioned below)

:

Name of Bidder: :

Name of Manufacturer :_____ **Name of the Item** :_____

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

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

Signature and seal of the Bidder

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

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

Format – T10: Statement of Deviation (Technical Specification)

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

STATEMENT OF DEVIATION – TECHNICAL SPECIFICATION

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

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

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

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

Signature of the Bidder
Name :
Date:
Place:

Format – T11: Para-wise Compliance

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

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

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

Name of the Item:……..

Make: …….. **Model No. :……**

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

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

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

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

Signature of the Bidder
Name:
Date:
Place:

Format: Price Bid/BoQ

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

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

Important Notes:

1. CMC/AMC (to be filled by bidder from 3rd year onwards). CMC price quoted shall be taken into consideration for L1 determination (wherever applicable). PO for CMC shall be issued after warranty period only as per convenience of the purchaser.

2. Item wise evaluation shall be conducted to ensure fairness of the quoted rates for determination of L1 bidder.

3. Bidder must bid for all items in individual section. Bidder may bid for single or multiple groups (A-E as per Item list Provided with the RFP)

SECTION –IX

9. ANNEXURES

Annexure I: Contract Form

Agreement

This Agreement ("**Agreement**") is made on this _____day of_____by and between:

1. **ASSAM CANCER CARE FOUNDATION**, a not-for-profit company registered under Companies Act, 2013 Section 8(1) with registered address at ……(hereinafter referred to as the "**ACCF**" which expression shall unless repugnant to the context thereof be deemed to mean and include its successors and assigns); and

2. **[CONTRACTOR FULL NAME],** a company duly incorporated and existing under the laws of_____, with its registered office at_____(hereinafter referred to as the "**Contractor**", which expression shall, unless repugnant to or inconsistent with the context, mean and include any successors or permitted assigns).

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

WHEREAS:

a) Assam Cancer Care Foundation is, non-sectarian philanthropic organizations and is engaged in developing cancer care infrastructure for providing affordable treatment.

b) Contractor is_____[brief about the Contractor and its products/services.]

c) Assam Cancer Care Foundation, proposes to develop a distributed cancer care model to create patient-centric cancer institutions to deliver standardized and affordable care closer to patients' homes and thereby strengthening the cancer careinfrastructure in Assam and providing enhanced access to public ("**Programme**").

d) For the purposes of the Programme, Assam Cancer Care Foundation issued a tender with reference number ACCF//XXXX/2021 dated [●] ("**Tender**"), to identify and engage Contractor(s) for a period of two years for supply, installation, commissioning, servicing and comprehensive maintenance of the Equipment and Services as mentioned in the tender document, which are required for the Programme by ACCF.

e) After evaluation of the bids received, and based on Contractor's financial bid dated [●] ("**Financial Bid**") and technical bid dated__ ("**Technical Bid**") and

pursuant to the mutual discussion between the Parties, Assam Cancer Care Foundation had, on satisfactory verification of the eligibility criteria (as specified in the Tender), accepted the Financial Bid and Technical Bid and issued its Letter of Intent dated

_____("**Letter of Intent**" or "**LOI**") for following locations;

f) Assam Cancer Care Foundation and Contractor are now desirous of entering into this Agreement and recording the terms and conditions regarding the relationship between the Parties, the price of Equipment, supply, installation, commissioning, servicing, warranty and maintenance of the Equipment, payment, penalty, etc.

g) On the basis of the terms and conditions as agreed in this Agreement, Assam Cancer Care Foundation shall issue Work Orders to the Contractor, as may be required for the purposes of the Programme.

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

1. This Agreement shall come into force and effect from the date on which it is signed and executed by the Parties ("**Effective Date**").

2. In this Agreement words and expressions shall have the same meanings asare 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 thebid document
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Letter of Intent (LOA) as issued by ACCF

4. In consideration of the payments to be made by the ***ACCF*** to the Contractor as hereinafter mentioned, the Contractor hereby covenants with ACCF to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. ACCF hereby covenants to pay or cause to pay to the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions

of the Contract at the times and in the manner prescribed by the Contract.

6. Contract Price

(a) Price of the Equipments,Items:

<To be inserted location-wise>

(b) CMC: If applicable

< insert agreed CMC/AMC rate, if applicable>

7. Validity of this Contract:

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

8. Delivery Schedule:

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said ..... (For the ***ACCF***) in the presence of .....

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

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

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

Annexure-II: Installation Certificate

INSTALLATION CERTIFICATE

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

Name of the Hospital & Hospital Code:			
Equipment Details			
Name of the Equipment & Code:		Order No:	
Make / Manufacturer		Order Date:	
Model		Order Value	
Quantity			
Serial no (s)			
Location / Department:			
Supply Receipt Date			
Installation Start Date		**Completed Date**	
Comprehensive Warranty Start Date		Comprehensive Warranty End Date:	

Preventive Maintenance Schedule (Specify Year & Month)		
YEAR	Visit 1	Visit 2

Contact Details			
SUP.CODE / Name of the Contractor			
Name of Service Engineer		Mobile No.	
Service Centre Manager's name		Mobile No.	
Date: Seal of Contractor:		Date: Hospital Seal :	

Service center address	

Accessories supplied

Sl. No.	Item	Qty.	Serial No.	Remarks

To be filled by Institution

Whether a digital Photograph of the installed equipment in the presence of the hospital personnel?	**YES / NO**
Whether the Demonstration of the equipment with accessories on the technical specification/key features was conducted to the satisfaction at the time of installation?	**YES / NO**
Whether training was conducted to the satisfaction at the time of installation?	**YES / NO**

Short supply items, if any	
Remarks of hospital authorities	

Recommend to release 90% payment YES ☐ NO ☐	The equipment is working satisfactorily YES ☐ NO ☐

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: Seal of Contractor:	Date: Hospital Seal :

Annexure III: Warranty Declaration

WARRANTY DECLARATION

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

Date:

Work Order No : ..... dated.....

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

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

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

Annexure IV: Performance Statement (Two Months Post Installation)

TWO MONTHS' PERFORMANCE STATEMENT

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

HOSP CODE / Hospital Name:			
SUP.CODE / Name of the Contractor			
Equipment Details			
EQPT CODE /Nameof the equipment:		Order No:	
Make / Manufacturer		Order Date:	
Model		Order Value:	
Serial no.		Project Name	
Date of Installation		Location / Department	
Whether Equipment working satisfactorily without any problemfor two months?		YES ☐ NO ☐	
If No, provide details of equipment failure in the first two months *(attach additional details if any in a separate sheet)*			

BREAK DOWN DETAILS

Break down Reported Date	Attended date	Rectified date	Attended by	Details of beak down / service

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

Annexure: V: Bank Guarantee (EMD)

Bank Guarantee Format for Furnishing EMD

To

Assam Cancer Care Foundation
3rd Floor, V K Trade Center, Opp. Down Town HospitalG S
Road, Guwahati 781022

Whereas ..... (hereinafter called the "Tenderer") has submitted their offer dated..... for the …... ..... (hereinafter called the"Tender") against the purchase's Tender Reference No.....

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

Sealed with the common seal of the said Bank this .....day of .....20 .....

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you,on behalf of the T e n d e r e r , up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Tenderer beforepresenting us with the demand.

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

We the .....Branch.....undertake not to revoke the guarantee during its currency expect with the previous consent of AssamCancer Care Foundation for its release.

We the .....Branch..... further agree that a mere demand by Assam Cancer Care Foundation, Guwahati is sufficient for us..... Branch at …….. to pay the amount (full or partial as indicated by ACCF)

covered by the Bank Guarantee without reference to the said Tenderer and protest by said Tenderer cannot be valid ground for us.....Branch to decline payment to Assam Cancer Care Foundation.

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

.....

Name and designation of the officer

.....

.....

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

Annexure-VI: Bank Guarantee (Performance Security)

Bank Guarantee Format for Performance Security

To

Assam Cancer Care Foundation
3rd Floor, V K Trade Center, Opp. Down Town HospitalG
S Road, Guwahati 781022

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

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the .....day of .....20.....We the .....Branch undertake not to revoke the guarantee during its currency expect with the previous consent of the Assam Cancer Care Foundation, Guwahati in writing.

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

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

Annexure-VII:

Annexure to Order No. F.No. 6/18/2019-PPD

We M/s _____ have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully

For (type name of the firm here)
Signature of Authorized Signatory
Name:
Designation:
Phone No.:
Place:
Date:

(Affix Seal of the Organization here, if applicable)