



Tender Reference No.: ACCF/NCS/20-21/14 Dated 11.3.2021

e-TENDER DOCUMENT

**FOR SUPPLY & INSTALLATION OF “NURSE CALL SYSTEM”
AT NEWLY CONSTRUCTE CANCER CARE HOSPITALS
ACROSS THE STATE OF ASSAM.**

ASSAM CANCER CARE FOUNDATION

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

Tender Reference No.: ACCF/NCS/2020-21/14

Date: 11.03.2021

Online Bids through e-Tender portal <https://accf.procure247.com> are invited from eligible bidders for supply, installation and commissioning of “**Nurse Call System**” as per the particulars mentioned below:

1. Important Dates of e-Tender

Sl. No.	Particulars	Date and Time	
1.	Date & Time of release of Bid	Date: 11.3.2021 Time: 1700 Hrs	
2.	Date & Time of Pre-bid meeting	Time: 1500 Hrs Date: 19.3.2021 Venue: At ACCF office or Online on MS Team	
3.	Due date and time for submission of Pre-bid meeting queries in writing or vide E-mail.	Date: 16.3.2021 Time: 1730 Hrs E-mail: procurement@accf.in	
4	Date & Time of online bid submission	Start Date & Time	End Date & Time
		11.03.2021, 1500 Hrs	02.04.2021, 1700 Hrs
5	Submission of key-documents in originals.	Date: 12.3.2021 Time: 1030 Hrs (After due date for online submission)	Date: 2.4.2021 Time: 1700 hrs (Prior to the date of tech bid opening)
6	Technical Bid Opening (online)	2.4.2021, 1730 Hrs	

7	Demonstration of Equipment / Material. (if required by the Tender Inviting Entity for some equipment)	To be informed to those bidders whose bids are found to be technically responsive based on documents furnished in technical bid.
8	Date of opening of Price Bid (Online)	To be informed to the qualified bidders

2. Brief Schedule of Requirement

Sl. No.	Brief Description of Item	Location of the Hospital	Bid Security / EMD (In Rs)	Timeline for Delivery/ Installation/ Completion	Tender Processing Fees (in Rs)	Brief Eligibility Criteria
1	Supply and Installation of "Nurse Call System"	Ten locations in Assam (L1, L2 and L3 centers)	500000/-	Within 30 days from the date of issue of Work Order/Supply Order.	2000/-	Manufacturer /Importer/ Accredited Dealer

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

**Sd/
Authorised Signatory
Assam Cancer Care Foundation**

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 of Assam to create patient-centric cancer institutions to deliver standardized and affordable care closer to patients’ homes (hereinafter referred to as “Program”). The Program is expected to benefit 50% of cancer patients in Assam by 2021. Currently, one apex hospital handles a cancer patient’s journey end-to-end. Smaller centres in different regions, interlinked with the apex centres, are proposed to be set up to handle diagnosis and care, and to shift load away from apex hospitals. This will bring high-quality cancer care closer home for patients and reduce their financial burden. Infrastructure development is being supplemented with plans to develop trained human resources, awareness and prevention programs, and a unified technology platform to deliver high-quality care.
- 1.1.2 The Program is being implemented through a special purpose vehicle called Assam Cancer Care Foundation (“ACCF”). ACCF is a company registered under Companies Act, 2013 with license under section 8(1) of the Act. The registered office is situated in Guwahati, Assam. Assam Cancer Care Foundation is a joint partnership between the Government of Assam and Tata Trusts. It was set up in December 2017 to create a first-of-its-kind, three-level cancer grid in the state

1.2 Scope of the Bid

- 1.2.1 The Assam Cancer Care Foundation (ACCF) is responsible for procurement and (or) price discovery of different medical equipment, instrument, furniture and other installations, centrally through an open tendering process for all its Cancer Care Hospitals being constructed at different location in the State of Assam.
- 1.2.2 The bids are invited by ACCF for the supply, installation and commissioning (including training) of the equipment/installations, the details of which are mentioned in **Section IV** (Schedule of Requirement), needed for different cancer care hospitals being constructed by ACCF. The main objective is to obtain competitive price through centralized procurement and ensure after sales service to the equipment procured under this bid. ACCF will undertake and oversee the

procurement process to ensure that the successful bidder(s) are engaged for supply and installation of the equipment properly at different locations/institutions as specified and provide the after sales service during the contract period as agreed. Ten locations, where supply, installation and commissioning to be made are as follows:

Location(s)	Center type	No of Beds	Total Area (in SqF) of each location
SCI Guwahati	L1	347	324696
Dibrugarh	L1 Max	182	263265
Silchar	L2	152	250247
Barpeta	L2	135	249243
Diphu	L2	135	238541
Tezpur	L3	44	103193
Lakhimpur	L3	44	104583
Jorhat	L3	44	100033
Kokrajhar	L3	44	109999
Darrang	L3	44	97799

1.3 Online Submission of Bid

1.3.1 The bid documents published by Assam Cancer Care Foundation, Guwahati in the e-procurement portal <https://ACCF.procure247.com> will appear in the “**Latest Active Tender**”. The Bidders/ Guest Users can download the Bid documents only after the due date & time of release. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the NIT after which the same will be removed from the list of “**Latest Active Tender**”.

1.3.2 **Portal Registration:** The bidder intending to participate in the ACCF bid for first time is required to **register in the e-Tender portal** <https://ACCF.procure247.com>. A link for enrolment of new bidder has been provided on the portal. All eligible bidders interested in participating in the online e-Tendering process are required to procure Class III Digital e-Token having -2- certificates inside it, one for signing or verification purpose and another for Encryption or Decryption purpose. The tender should be prepared and submitted online only by an individual duly authorised by the bidder on the e-Tender portal using Digital e- Token.

1.3.3 **Logging to the Portal:** The Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user’s DSC will be validated against

its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

- 1.3.4 The bidder can download the bid of his / her choice and undertake the necessary preparatory work **off-line** and upload the completed bid at their convenience before the closing date and time of submission.
- 1.3.5 If any assistance is required regarding e-Tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Assam Cancer Care Foundation (ACCF) e-Tendering Help Desk on: 9276860124 / 9824960061 or mail: Harsh@tender247.com or tapan@tender247.com
- 1.3.6 **Preparation of Bid:** The detail guideline for preparation of bid is mentioned at General Instruction to Tenderer- **Section-II (Clause 2.3, 2.5 & 6.17)**

SECTION II

2. General Instructions to Tenderer (GIT)

2.1 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 supplier, together with all the documents mentioned therein and including all attachments, annexure etc.
- v) “Day” means calendar day.
- vi) *User Institutions* are the healthcare institutions associated with ACCF for which equipment under this bid is procured.
- vii) “Earnest Money Deposit” (EMD) means bid security/ monetary or financial guarantee to be furnished by a bidder along with its bid or proposal.
- viii) “Goods” means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated software, industrial plant etc. which the supplier 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 supplier(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 supplier covered under the contract.
- xv) "Supplier" is the winning bidder with whom the contract is signed for supplied and installation of the tendered item(s).
- xvi) Tender Inviting Entity is the entity that has issued the tender inviting bids from the eligible parties. Here the tender Inviting Entity is "ACCF".
- xvii) "User Institution" is the health facility where the equipment is installed for uses.

2.1.2 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	CD	Custom Duty
7	CGST	Central Goods and Services Tax
8	CMC	Comprehensive Maintenance Contract
9	CIF	Cost, Insurance and Freight
10	CIP	Carriage and Insurance Paid
11	DP	Delivery Period
12	DDP	Delivery Duty Paid named place of destination
13	FOB	Free on Board
14	FOR	Free on Rail
15	GST	Goods and Services Tax
16	GIT	General Instruction to Tenderer
17	GCC	General Condition of Contract
18	HOD	Head of the Department
19	INCOTERMS	International Commercial Terms as on the date of tender

		opening
20	IGST	Inter-state Goods and Services Tax
21	LC	Letter of Credit
22	NIT	Notice Inviting Tender
23	SCC	Special Conditions of Contract
24	SIB/T	Special Instruction to Bidder/Tenderer
25	TED	Tender Inviting Document
26	SGST	State Goods and Services Tax
27	OE	Ordering Entity
28	TIE	Tender Inviting Entity

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

2.3 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 primary reasons for rejection of the offer in the first round.
- 2.3.3 The documents shall be submitted online through the e-Tender portal <https://ACCF.procure247.com>. Bidders have to enroll themselves in the e-

procurement portal and digital signature certificate is required.

2.3.4 The general guidelines on e-Tender process are as mentioned below:

2.3.4.1 Details of online submission and e-Tender portal registration is given under Clause 1.2 above.

2.3.4.2 Payment of Tender Processing Fee & EMD: The details of payment of Tender Processing Fee & EMD are mentioned at Clause 2.6.

2.3.4.3 The details of documents (in PDF format) for online submission of technical bid are mentioned at Clause 2.16.

2.3.4.4 The blank price bid format should be downloaded and saved on Bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details and upload the same back to the website

2.3.4.5 Prices quoted by the Bidder shall remain firm during the contract period of 2 years from the date of LoI or signing of the Contract agreement (whichever is later) and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

2.3.4.6 Incomplete or defective bids are liable for rejection summarily.

2.4 Verification of Bid Document and Response:

2.4.1 The Bidder shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under Clause- 2.2, are contained in the **"Bid Document"**.

2.4.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

2.5 Guidelines for Preparation of Bid

2.5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and ACCF, hereinafter referred to as "Tender Inviting Entity", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The **documents to be submitted** online is mentioned in clause 2.16.

- 2.5.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for un amenable printed literature, shall be signed by the authorized person or persons signing the bid along with the seal of the bidder.
- 2.5.3 **Language of Bid:** The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Entity, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 2.5.4 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.
- 2.5.5 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.
- 2.5.6 Bidder shall submit a declaration letter as per the format given as Format T5 and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.
- 2.5.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 2.5.8 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.
- 2.5.9 Bidder is required to quote for all sites.

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

- 2.6.1 The Tender Processing Fee and EMD shall be paid by the bidder in the following manner:
- 2.6.1.1 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.

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

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

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

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

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

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

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

2.6.3 Earnest Money Deposit (EMD):

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

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

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 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 performance security after issuance of Letter of Intent/Award.

2.7 Deadline for Submission, Modification & Withdrawal of Bid

2.7.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date and time for online submission and the Tender Inviting Entity shall not be held liable for the delay.

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

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

2.8. Period of Bid Validity

- 2.8.1 The bid must remain valid for minimum period of 180 days from the last date of submission of bid. The Tender Inviting Entity as non-responsive shall reject a bid valid for a shorter period (less than 180 days).
- 2.8.2 ACCF, if required, may request in writing seeking the consent of the bidder for an extension to the period of bid validity. In case of such extension of the bid validity the bidder shall also be requested for the extension of the bid security accordingly.
- 2.8.3 Non-compliance of agreed terms and conditions after the execution of agreement or after issuance of Supply 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 the required format of the tender and demonstration (wherever required) to the satisfaction of Tender Inviting Entity. The affidavit (Format T5), Manufacturer's Form / Manufacturer's Authorization Form (Format T6 / T7 as per the case) must be uploaded with the relevant signature (s) and seals as sought in the format.
- 2.9.3 Conditional or partial acceptance of tender term and conditions or imposition of additional terms and conditions by the bidder shall be liable for rejection;
- 2.9.4 **Conflict of Interest:** The bidders found to have conflict of interest with any other bidder(s) participated in the bid shall be disqualified and their bids shall be rejected. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

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

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

2.10 Notices

2.10.1 The Tender Inviting Entity 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 Supplier 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. The Tender Inviting Entity reserves the right to amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.

2.12.2 Pre-bid meeting is called by the Tender Inviting Entity to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process. Response to pre-bid queries, if any, by the Tender Inviting Entity (TIE) shall be based on the written letters from the prospective bidders. However, TIE has the liberty to 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 Bidders are requested to send their pre-bid queries (in PDF as well as its editable copy) on to procurement@accf.in at least 3-4 days prior to pre-bid meeting date to enable purchaser to discuss/answer/resolve such queries.

2.12.6 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.

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

2.13 Amendment of Bid Documents

- 2.13.1 At any time prior to the deadline for submission of Bid, the Tender Inviting Entity may, for any reason, modify the bid document by amendment and publish it in e-tender portal & website of ACCF.
- 2.13.2 The Tender Inviting Entity shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Entity for information/general notices/amendments to bid document etc. on a day-to-day basis till the bid is concluded before submission of bid.

2.14 Submission of Bid

- 2.14.1 The bids are to be submitted on-line in two parts (i.e., technical & price bid) separately via the e-Tender portal. Each process in the e-tender is time stamped and the system can detect the time of log in of each user including the Bidder.
- 2.14.2 PART-I as TECHNICAL BID shall be submitted online (only) in the e-Tender portal with all the required documents as mentioned in Clause-2.17.
- 2.14.3 PART II as PRICE BID BoQ(in the required Format) shall be submitted online only. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e-Tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive. Multiple price bid submission by bidder shall lead to cancellation of bid.
- 2.14.4 The bidder should check the system generated confirmation statement on the status of the submission.
- 2.14.5 **Signing of Bid:** The bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the EMD/ Bid Security shall stand forfeited & shall be liable for recommending for blocking of portal registration and blacklisting.
- 2.14.6 In addition to online submission of bids the bidder is also required to submit hard copies of some key documents and which should reach the Tender Inviting Entity within due date and time as mentioned in NIT. Non-submission of such “Key Documents” shall render the bid liable for cancellation. In this tender the **key documents** are:
- a) Original Instrument with respect to payment of Tender Processing Fee in form

of Demand Draft, if not paid online.

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

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

2.15 Resubmission of Bid

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

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

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

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

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

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

2.16 List of Documents in Bid Submission:

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

- a) Tender Processing Fee [(Scanned copy of the DD or details of NEFT/RTGS in PDF)]
- b) **Earnest Money Deposit** (s) [Scanned copy of the DD/FDR / BG in PDF]
- c) Format – T1 (Check List)

- d) Format – T2 (Details of Items quoted)
- e) Format – T3 (Details of Tender Processing Fee & EMD submitted)
- f) Format – T4 (Details of Bidder & Service Center)
- g) Format – T5 (Declaration Form)
- h) Format – T6 (Manufacturer's Form – in case the bidder is the OEM)
- i) Format – T7 (Manufacturer's authorization Form – in case the bidder is the authorized Importer / distributor of OEM)
- j) 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 both for manufacturer and distributor (if quoted by distributor).
- k) Format–T9 (Performance Statement during the last three Years)
- l) Copies of purchase orders & end user certificates in support of the information furnished in Format T-9
- m) Format – T10 (Statement of deviation – Technical Specification)
- n) Format – T11 (Para-wise compliance to Technical Specification)
- o) Copy of the Leaflets / Technical Brochures / Product Data Sheets of the Model offered in support of the information provided in Format – T11
- p) Copy of Quality Certificates (valid BIS/ CE/ US FDA/ IEC, etc. & ISO) of the product/ organization (As per Section VII - Technical Specification).
- q) Copy of the GST registration certificate and PAN
- r) Copies of IT Returns of the financial years 2017-18, 2018-19 & 2019-20.
- s) Copy of incorporation document i.e., Certificate of Incorporation Registration Certificate /Deed of Partnership.

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

2.17. Opening of Technical Bid

2.17.1 The technical bid opening is online. The date of technical bid opening is published in advance. The date of opening of price bid will be decided after demonstration (the items for which is 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 the Tender Inviting Entity or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. ***Bidders or his/her representative shall not come to the office of the Tender Inviting Entity for 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 Inviting Entity 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 the Tender Inviting Entity 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 by the bidders, if sought for.

2.18 Evaluation of Bid

2.18.1 Bid Evaluation Committee:

- a) The documents submitted as part of the technical bids shall be scrutinized by a duly appointed Bid Evaluation Committee.
- b) The Bid 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 Bid Evaluation Committee on whether the bidders are responsive or non-responsive will be published.

2.18.2 Technical Committee:

- 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 The Tender Inviting Entity may seek clarification or additional information from the bidders in writing (Email or post), if felt necessary, based on the evaluation carried out by the Tender Evaluation Committee 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 TIE) from the date of opening of online technical bid.

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

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

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

2.19.4 The Tender Inviting Entity 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 Tender Inviting Entity 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 Tender Inviting Entity 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 Tender Inviting Entity or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and technical evaluation (including Pre-delivery Inspection/Technical Demonstration) of the bid 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 to be supplied with the equipment/installations as mentioned in the technical specification under Section VII.
- c) CMC (Comprehensive Maintenance Contract) Rates as per price schedule (if asked for)
- d) Bidder shall also quote CMC / AMC rates (exclusive of GST) for a period as prescribed under Section-VII, post comprehensive warranty period. The Rates of CMC for the prescribed period shall be shown separately in the respective columns of price bid format. GST shall be paid on applicable rates as per 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 it shall be considered as zero.
- g) Price for consumables to be quoted in the separate price schedule format for only

- that equipment if specifically mentioned in the technical specification.
- h) 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 supplier.

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, only against GST invoice.
- 2.22.2 Conditional bids shall be liable to be rejected.
- 2.22.3 CMC & Cost of reagents shall be considered for financial evaluation, if specifically mentioned.
- 2.22.4 The **Bidder(s)** will not be allowed at any time on any ground whatsoever, to claim revision of or modification in the unit 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.

2.23 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 The Tender Inviting Entity is not bound to accept the lowest evaluated responsive bid, if the quoted price is found to be unreasonable. The TIE will have following options available with it in case the price quoted by the preferred bidder (L1 price) is found to be unreasonable.
- a) Cancel the tender and go for a fresh bid with or without revised terms and conditions.
 - b) Seek clarification on quoted price from the L1 bidder and negotiate for an acceptable price, seeking a revised price bid from the L1 Bidder.

2.24. Award of Contract

- 2.24.1 The contract will be awarded to the lowest evaluated responsive bidder (the one who is lowest in total BoQ quote), adjudged vide the financial bid evaluation of all the technically qualified bidders provided:
- a) L&T Limited (the principal construction contractor of the project) refuses to execute tendered item on its own at L1 price and
 - b) If the Tender Inviting Entity not convinced with the price and found it unreasonable.
- 2.24.2 Before expiry of the bid validity period, the Tender Inviting Entity will notify the successful bidder(s) in writing or by E-mail that its bid, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Entity.
- 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 2 years from the date of issue of LoI or from the date of signing of the contract agreement, whichever is later.

2.25 Signing of Contract

- 2.25.1 The successful bidder shall execute a contract (in the format as given in Annexure-I) with the Tender Inviting Entity (i.e. ACCF) for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.
- 2.25.2 The successful bidder shall submit bank guarantee in the format as per Annexure V, as performance security prescribed under Clause 6.2.
- 2.25.3 Promptly after notification of award, within 21 (twenty-one) days from the date of intimation or issue of LoI, the successful bidder shall execute the contract (format given in Annexure I) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Entity by post or in person.

- 2.25.4 The successful bidder, wherever applicable, 3 (three) months prior to the completion of Warranty Period, may execute/extend the contract for Comprehensive or Annual Maintenance (CMC/AMC) with the Tender Inviting Entity, and which shall commence from the date of expiry of the warranty Period. However, TIE reserves the right to enter into the AMC/CMC with the supplier.
- 2.25.5. In case of parallel rate contracts with L2 & L2 bidder the maximum quantity to be allocated to each of them shall be restricted to 30% of the total ordered quantity during the contract period. However, the first preference shall be given to L1 bidder in each occasion the order is placed.

SECTION-III

3. Tender Details

S. No	Item		Descriptions		
1	Tender Reference No		ACCF/2020-21/EQP		
2	Details of the Equipment or Installations to be supplied, installed and commissioned.	Brief Description		Qty (Appx)	EMD/Bid Security
		Ten Locations			
		Guwahati (L1 Center), Dibrugarh (L2 Max), Barpeta, Silchar, Diphu (all L2 centers), Tezpur, Lakhimpur, Kokrajhar, Jorhat, Darrang (al L3 centers)		As per BoQ. Payment shall be made as per actual qty/measurement.	Rs. 500000/
3	Validity of Bid	Bids should be valid for a minimum period of 180 days from the last date of submission of Bid.			
4	Validity of Bid Security /EMD	30 (thirty) days beyond the final bid validity date.			
5	Performance Security	10% of the contract/order value (from the successful bidders).			
6	Validity of Performance Security	Minimum 90 days beyond the completion of the contractual obligation including the warranty period.			
7	Price Validity	Price shall remain valid for the entire contract period of 2 years and no price revision shall be allowed during the contract period.			
<p><i>Note:</i></p> <p><i>The bidder is required to quote for all the locations by submitting the required EMD for that locations. 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 F o r m a t T 3). In case of BG(s), it must be submitted in the required format at Annexure V from Structured Financial Messaging System (SFMC) enabled Bank, which is / are to be valid till 30 days beyond bid validity period.</i></p>					

SECTION IV

4. Schedule of Requirement

4.1 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	<i>Completion of Installation and Commissioning.</i>	45 days¹ from date of issuance of Purchase/Work Order.
4.2.2	<i>Comprehensive warranty period</i>	2 years from the date of installation
4.2.3.	<i>CMC/AMC period (wherever applicable)</i>	5 years CMC after warranty
4.2.4	<i>Preventive maintenance visits to all installation site during Warranty/CMC or AMC period</i>	One visits every six months (2 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls
4.2.5	<i>Frequency of payment of CMC or AMC charges (if taken)</i>	Payments shall be on a six-month basis as per the approved rate of CMC/AMC.
4.2.6	<i>Submission of Performance Security and entering into contract</i>	15 days from the date of issuance of Letter of Intent.
4.2.7	<i>Payment Timeline</i>	<i>Payment shall be released within 30 days of receipt of Bill. Bill can be raised only after obtaining the certificate of completion from the project/Site engineer.</i>
4.2.8	<i>Maximum time to attend any Repair call</i>	<i>Within 48 hours</i>
4.2.9	<i>Uptime in a year</i>	95%

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

SECTION V

5. Eligibility Criteria

5.1. Pre-qualification of Bidders:

5.1.1 Any Manufacturer or Importer of the item(s) tendered are eligible to participate in this tender provided they fulfill the following conditions:

- (i) In case of manufacturer, they will have to furnish the manufacturer's form as per Format T6
- (ii) Import License (In case of Importer only).
- (iii) In case of Importer or authorised dealer, they will have to furnish the manufacturer's authorization form from the original equipment manufacturer (OEM) as per Format T7
- (iv) Valid ISO certificate (of the Manufacturer)
- (v) Should have proof of supply of atleast 50% of the required quantity (as mentioned in schedule of requirement) or atleast one where the requirement quantity is one in last three financial years (executed directly by manufacturer / Importer or through distributor) of the equipment(s) mentioned in the schedule of requirement to any Govt. organization / Corporate Hospitals / PSU Hospitals/ UN Agencies. The purchase order copies in support of that in last 3 financial years furnished (As per Format T9– Item-wise).
- (vi) Should have an average annual turnover (Manufacturers/Importer) of Rs. 1.5 Crores or more in the last three (3) financial years certified by the Chartered Accountant as per the format at Format T8.
- (vii) Must have three years of experience in manufacturing /Dealing/ Importing of similar items.
- (vii) The Entity (manufacturer or importer) who has 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.

- (ix) The Entity or any of its directors/partners/key officials has not 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.

5.1.2 Authorized Distributors/Dealer are also eligible to participate in the bid provided:

- (i) They submit manufacturer's authorization form from the original equipment manufacturer (OEM) as per Format T7.
- (ii) They should have Proof of Average annual turnover of Rs. 1 Crore or more in last three (3) financial years as per Format T8. In addition to this, the distributor shall also submit the average annual turnover of the manufacturer/importer of the item(s) as mentioned in 5.1.1 (vii) above.
- (iii) Proof of supply of 50% of the required quantity (as mentioned in schedule of requirement) or atleast one unit where the requirement quantity is one (executed directly by manufacturer or through distributor) of the equipment(s)/similar equipment mentioned in the schedule of requirement to any Govt. organization /Corporate Hospitals / PSU Hospitals / UN Ag Agencies. The purchase order copies in support of that in last 3 financial years furnished (As per Format T9– Item-wise).
- (iv) Must have three years of experience in trading of similar items
- vii) It has not been blacklisted or debarred from participating in any bid by any other State Government / Central Govt. Organization/PSUs/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 and the backlisting or debarment are in force as on the date of bid submission.
- viii) It has not been convicted by a competent court of law for supplying equipment within a period of last 3 years from the date of submission of bid. Copies of stay

order(s), if any, against the blacklisting should be furnished along with the bid.

- 5.1.3 The Bidder must 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.

Important Notes:

- a) The turnover shall be the turnover of the manufacturer / Importer / authorized distributor as mentioned in the bid and the turnover of a group of companies / firms or fully/ partly subsidiary companies (in which the manufacturer / Importer / authorized distributor as mentioned in the bid is one of the entity) shall not be considered.
- b) Valid certificate means the certificates should be valid on the date of opening of technical bid.
- c) Alternative bids are not allowed.
- d) Bidder must be a single entity (consortium Bidders are not allowed).
- e) The manufacturer should have authorised Service Centre in all major cities in India including north-east.

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 within the general scope of contract, in any, one or more of the followings:
- a) Specifications, drawings, designs, etc., of the Nurse Call System to be commissioned at respective health facility/hospital,
 - b) Mode of Demonstration/Quality Inspection
 - c) Incidental services to be provided by the successful bidder
 - d) Mode of Installation
 - e) Any other term(s) of the contract, as felt necessary by the Tender Inviting Entity depending on the merits of the case.
- 6.1.3 In the event of any such modification/alteration that causes increase or decrease in the cost of goods and services to be supplied, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment may be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.
- 6.1.4 If the successful bidder doesn't agree to such adjustment/amendment as proposed by ACCF, then it shall convey its views in writing within ten days from the date of such communication.

6.2 Performance Security

- 6.2.1 There will be a performance security deposit amounting to 10% of the contract value excluding GST. The timeline for submission of performance security shall be as follow:
- a) 2% of the total contract value (for all the sites) before signing of the contract, initially valid for 36 months.
 - b) Balance 8% (to be calculated on the PO value) within 10 days of the issue of the PO for the respective site, valid for 90 days beyond warranty obligation.
- 6.2.2 The successful bidder can submit the performance security either in form of irrevocable bank guarantee or DD/RTGS/NEFT/FDR (duly lien marked) in favour of ACCF.
- 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 supplier by the purchaser (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 purchase order, by the Supplier shall result in cancellation of PO 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 ACCF.
 - b) In the event of any failure /default of the successful bidder with or without any quantifiable loss to the purchaser (i.e., ACCF), entire performance security amount including the performance security for CMC (if any) shall be liable for forfeiture.
 - c) In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

- d) ACCF will release the Performance Security without any interest to the successful bidder (supplier) on execution of all contractual obligations successfully by the supplier 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 Delivery, Installation & Commissioning

- 6.3.1 The supplier shall visit the installation locations, wherever necessary, and recommend pre-installation requirements at each location. The details may be consolidated and shall submit to ACCF for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the **installation** 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 supplier 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 delivery period 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 delivery of the goods 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 delivery 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 delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.
- 6.3.4 The Supplier (contracted bidder) is required to deliver and install the "Nurse Call System"(or System) at the site within time specified under **Clause 4.3**, from the date of issue of the "Purchase 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 **Installation & Commissioning:** The electrical power supply point will be provided by the purchaser at the room where the equipment will be installed but the wiring and electrical fittings inside the room and accessories if any required for installation and commissioning of the equipment from the power supply point to the point of actual installation or any other civil work required for installation of the System will be provided by the supplier without any extra cost. 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.

6.4 Payment

- 6.4.1 No advance payments towards cost of item supplied and installed will be made to the Supplier.
- 6.4.2 90% of the cost of the equipment installed (excluding CMC Cost, if any) + 100% tax shall be paid to the supplier on receipt (stock entry), installation and demonstration of the item.
- 6.4.3 The balance 10% of the payment of equipment will be made after receipt of certificate on working status of the equipment from the consignee after 8 weeks of installation and commissioning of the equipment.
- 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 Purchase Order.
- 6.4.5 **Payment for CMC/AMC Charges:** The payment of CMC 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 Supplier at rates as notified from time to time.

6.5. After Sales Service Conditions

- 6.5.1 ACCF attaches paramount importance to the after sales service of the equipment 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. If AMC/CMC charges already fixed by the purchaser, then such AMC/CMC charges shall not be taken into consideration for price bid evaluation.
- 6.5.2 The after sales 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 equipment for the prescribed period need only participate in the bid.
- 6.5.3 The after sales 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 after sales 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.

6.6 Warranty Terms

- 6.6.1 The successful bidder (Supplier) has to warrant that the Goods supplied 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 Supplier 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 Supplier 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 Supplier during the period of comprehensive warranty.
- 6.6.4 On expiration of the comprehensive warranty period, the supplier shall be willing to provide after sales support for an additional period 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 of change in dealership or the bidders – their existing dealers - couldn't provide service during the warranty / AMC period. The undertaking in Annexure IB, from OEM is an essential document forming part of the Technical Bid, without which the bids will be rejected summarily in the first round itself.
- 6.6.6 "Service Centre" in all major cities in India for after sale service is a part of the eligibility criteria and the bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.
- 6.6.7 **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 .
- 6.6.8 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.
- 6.6.9 Complaints should be attended properly, maximum within the time mentioned in Clause 4.3. In case, the repair/fault duration is likely to exceed 72 hours, the successful bidder shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.

- 6.6.10 Upon receipt of such notice for repair/breakdown from ACCF, the successful bidder shall, within the period specified under Clause 4.3, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to ACCF.
- 6.6.11 If the Supplier, 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 supplier'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 supplier 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, if entered into, shall be as follows:
- AMC will be 2.5% and CMC would be 5% of purchase value (excluding GST) of the equipment. Thereafter, 5% increase every year over previous year value. Applicable GST shall be paid extra.

6.7.5 Failure/ refusal on the part of the supplier 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 Supplier (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 to be quoted by the bidder and if it is fixed by the purchaser, then will not be considered for price evaluation.
- 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 contracted bidder (Supplier) 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 Supplier (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 Supplier and under no circumstance;

the request for opening of letter of credit or payment in foreign currency will be entertained.

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

6.10.7 However, the Supplier 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 Supplier (Contracted Bidder) shall, at all times, indemnify and keep indemnified the Purchaser(s), free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier 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 Supplier of the same and the Supplier shall, at his own expenses take care of the same for settlement without any liability to the Purchaser(s).

6.11.3 The Supplier/ 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 Entities/ Bidders/ Successful 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 Supplier’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 Supplier 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 Supplier shall continue to

perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

6.14 Resolution of Disputes

6.14.1 If dispute or difference of any kind shall arise between the Tender Inviting Entity and the Supplier 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 Supplier 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., Mumbai, Maharashtra.

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 Mumbai / High court of Maharashtra.

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 Supplier/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 Supplier 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 Supplier, 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 Supplier 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 /debaring 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 Supplier, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/debarring.

6.17.4 Any unexcused delay by the Supplier in maintaining its contractual obligations towards

delivery of goods and performance of services shall render the Supplier is liable to any or all of the following sanctions:

- 6.17.5 **Liquidated Damages:-** If the successful bidder 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 purchase order price as liquidated damages, a sum equivalent to 2% of the order value of the item to be supplied and (or) installed, per each week of delay or part thereof until actual commissioning or performance subject to a maximum of 6%. ACCF reserves the right to allow an additional penal period of 2 (two) weeks beyond the normal penal period (3 weeks) on the written request of the supplier with the condition that liquidated damage @ 2.5% 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 supplier after expiry of the initial penal period of 3 (five) weeks and the purchase order shall stand cancelled unless the supplier is allowed an additional penal period (i.e., maximum of another 2 weeks) by ACCF.
- 6.17.7 Once the timeline for installation and commissioning of NCS with LD is exceeded, ACCF may consider termination of the contract. During the above-mentioned delayed period of performance, the conditions incorporated shall also apply and ACCF shall seek alternate measures at the risk and cost of the successful bidders.
- 6.17.8 The decision to impose penalties and finally to blacklist the defaulting firm will be final and shall be binding on all bidders participating in this bid.

6.18 Termination of Contract

- 6.18.1 **Termination for default:** The TIE, without prejudice to any other contractual rights and remedies available to it may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the TIE.
- 6.18.2 In the event of the TIE terminates the contract due to default in the part of the Supplier, 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 Supplier 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 Supplier shall continue to perform the contract to the extent not terminated.

6.18.4 **Termination for insolvency:** If the Supplier becomes bankrupt or otherwise insolvent, the Tender Inviting Entity reserves the right to terminate the contract at any time, by serving written notice to the Supplier without any compensation, whatsoever, to the Supplier, 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 written notice on the Supplier 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 Supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

6.19. Price Firmness:

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

6.19.2. During the currency of the contract, if the price of the item is reduced due to any reason including any Law or Act of the Central/State Government, the Supplier/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 Supplier 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 supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

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

6.19.5. Further, in case the bidder has been enjoying duty/tax exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if duty/tax becomes chargeable on goods manufactured, the same shall be to the supplier'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:

Hospital Nurse Call and Communication System

7.1.1. General Information:

The complete system must satisfy the criteria of the standards VDE0834 part 1 and part 2 in full that apply for call systems and all other standards and regulations mentioned therein.

7.1.2. General System Characteristics

(A) Applicable Standards:

The system components, functional procedures and data relevant for ensuring the security of the entire system must all conform to the relevant applicable regulations and standards:

- a) DIN-VDE 0834 – Call systems in hospitals, care homes and similar establishments, valid from 1 April 2000
- b) DIN-VDE 0834 / Part 1 – Device specifications, installation and operation, valid from 1 April 2000
- c) DIN-VDE 0834 / Part 2 – Environmental conditions and electromagnetic compatibility, valid from 1 April 2000
- d) Provision of electricity in accordance with EN60950, EN61000-4-2 to -4-6 as well as EN61000-3-2 and EN55011 (Class B), Discharge current and isolation voltage in accordance with EN60601-1 (DIN750 part 1)
- e) as well as all standards and regulations referred to in these standards.

(B) System Architecture

Superordinate and/or centralised controller devices are not permitted for safety reasons. In the event of a system component failing, all other system components and functions must remain available in their entirety.

The network must guarantee a data transfer rate of 100Mb/s to end devices when a conventional network topology is used.

(C) Centralised Configuration

In the event that system extensions or modifications are made, the entire system must not need to be reconfigured in full, and **software and firmware upgrades must be carried out in a centralised manner over the network.**

(D) Remote Maintenance

It must also be possible to set up remote maintenance access from the system server, which allows the manufacturer to carry out various services in agreement with the system operator:

- a) Modification of configuration of individual system components;
- b) Modification of configuration of the entire system;
- c) Execution of software updates as far as the individual system devices;
- d) Downloading of various log files for evaluation in the event of a fault;
- e) Checking for system faults and failures within the system.

(E) Automatic Software Upload

If, during system operation, it becomes necessary to replace a system module, then this must be automatically detected by the permanently connected system server. The relevant firmware, software and configuration data are then automatically sent to the module and saved there.

(F) Autarchic Computer systems

All system devices must, as necessity dictates, be equipped with autarchically functioning computer systems and software for the entire scope of functions. All speech connections (if asked) must also be established autarchically. The required storage media must use FlashProm technology, which allows a software upgrade to be made during operation.

(G) Enhanced Device Intelligence

- a) Communications and patient terminals should be equipped for receiving up to 32 audio streams (e.g. radio programmes or in-house programmes). Furthermore, every system switch should contain an interface to an external TV device, which can be assigned to a specific room via the configuration.
- b) Faults or failures which may occur must be automatically recognised by this technological platform, and indicated and automatically forwarded.

(H) Indicator Displays and Membrane Keypads

- a) Communications terminals, staff terminals and ward terminals must be equipped with a graphic display for plain text indication of the call area (ward), call location and type of call. Plain texts and various indicating signals as operator hints should be used for optimizing the functional process.
All system devices must be fitted with membrane keypads for hygiene reasons or to permit simple cleaning. Patient terminals must be supplied in a splash resistant version.

(I) Patient Terminal Plug Connection

The plug and socket connections between the patient terminal and the accompanying connection sockets in the wall or in the media duct must be done in such a way, that the plug is automatically released regardless of which direction the cable is pulled in. Neither the plugs, nor the plug sockets nor any other components should sustain any form of damage in the process. The disconnection of the plug and socket connection must be automatically recognised by the system, and a relevant message to be sent.

(J) Surfaces of Plastic Components and Membrane Keypads

The membrane keypads of the communications terminals and the patient terminals as well as the plastic case of the patient terminal must be fitted with anti-microbial surfaces. Antimicrobial surfaces reduce the risk of an outbreak of infections transmitted by contact with the surfaces of the unit. This preventive measure increased hygiene conditions and minimises the spread of infections.

(K) Self-monitoring

Constant self-monitoring of all the components in the system as well as constant self-monitoring of all data and call circuits ensures that failures or faults are automatically detected. At the same time, fault indications are generated automatically and safety functions carried out.

7.1.3. Integration with Other Systems

There should be possibility to integrate nurse call system with other system like fire alarm, EPBAX, HIS etc.

7.1.4. Functional Requirement

The system to be deployed must be able to contain the following functions, which must be realised without used superordinated controllers.

- a) The server connected to the nurse call network must automatically recognise the system components that are connected such as system switches, patient, and communications and ward terminals as well as all connected call and cancellation

buttons

- b) System devices must communicate with one another via the network and make the relevant functional decisions autarchically.
- c) Light signals, call signs and intervals between signals etc. must conform to the currently applicable VDE standards. In the explanation of functions and system parts, the terms mentioned therein are to be observed.
- d) Presence marking – Green Color
 - i) Rooms where members of the nursing staff are present are to be indicated using light signals in the corridor and at the location of the query. The marking must be carried out by using presence keys on the communications terminal. These presences are to be indicated by the presence key pressed being permanently lit, in the accompanying room signal lights in the relevant colour on the corridor on the ward terminal and on the control panel.
 - ii) By pressing the presence buttons, calls and reminders are also cancelled and emergency calls, doctor calls, calls forwarded and secondary queries initiated by the same process.
- e) Call types and priorities:

All types of calls are ranked according to priority within the entire system. The ranking is based on the wishes of the customer, and it must be possible to change this order at any time using the system configuration.

7.1.5 Switches:

(A) Management Server

For uploading the firmware and the system configuration, for operating interfaces to foreign systems, for logging of all system events and as a central location for system configuration and remote maintenance and is an interface to all other foreign systems.

- i) CPU: Intel Xeon Dual core 2.3 GHz
- ii) RAM: 4GB DDR2-800
- iii) 1xSATA HDD 300 GB
- iv) 2xPCI
- v) 2x1GB LAN
- vi) Supply voltage: 115/230 VAC
- vii) Operating system: Windows/Linux (SUSE Server 10.x)
- viii) Electrical safety conforming to applicable standard

(B) Event Data Base Recording Software

Software pack installed on the system server for automatically logging all events in the entire communications system, such as, e.g., calls, presence markings, call

acknowledgements, reminders.

(C) Software for Integration with IPBX System

This interface used Voice over IP technology in accordance with the standard H.323 or SIP and is used for telecommunications between the patient terminals and the public telephone network as well as to other in-house extensions.

(D) Backbone Switch

This switch is used to connect the system server to the communications network, for connecting all the other servers and foreign systems to be connected to the network, which exchange data with the network via an IP interface. Furthermore, backbone switches are also to be used for bridging large distances between the individual servers, foreign systems and peripheral modules. General requirements for all the types should be as per manufacturer recommendation and it should be minimum Layer 3 Switch with DTP and VLAN trunking layer 2 protocol.

(E) System Switch

The system switch forms a decentralised communications node for exchanging data between the connected system devices and the rest of the communications system, must be equipped for redundant operation, and is supplied with 24V DC by the ward power supply. It contains both a row of IP ports for connecting IP capable end devices, as well as a connection for another data bus for all other system modules. Furthermore, the system switch acts as the data and audio interface to a room TV device and is fitted in a shielded metal case for surface mounting in the distribution case or in a false ceiling. This system switch may not contain any moving parts and must not contain a ventilator fan. consisting of:

- i) Metal case
- ii) RJ45 socket, IP Port galvanically isolated conforming to EN 60950 and VDE 0834, UL;
- iii) RJ45 sockets, each for a IP system port for connecting all IP capable system modules;
- iv) RJ45 socket, IP Port for connecting communications, staff and ward terminals as well as control panel PCs; or for redundant use as listed above;
- v) Control LEDs for indicating the current operating state
- vi) RJ45 sockets for connection of the external data bus
- vii) All IP system modules are supplied with power using Power over LAN technology
- viii) screw (or equivalent)-type terminals for connecting the required supply voltage;

7.1.6 Nurse Call Components:

(A)Nurse Station Terminal:

- i) For use as a communications and information centre within a ward and for use in the relevant staff area or Nurse Stations.
- ii) **Range of functions:**
 - Minimum 6.5” touch screen large LC display with 2way speech facility, inbuilt speaker, microphone.
 - Displays date and time.
 - Permanent indication of the quantity of calls, reminders and occurring faults, outstanding at the time
 - Displays all presences that are marked, depending on staff category listed on a desk (in the corresponding colours in accordance with VDE 0834/ UL and with a unique symbol),
 - Displays all calls with their relevant colours in accordance with VDE 0834/ UL and clear symbols for each type of call,all call indications are automatically shown in accordance with the priorities for indication which are stored in the system, starting with the highest priority call:
 - The following information must be able to be imparted in this case: the exact type of call with information about the bed number or WC call, doctor call etc. the exact call location with information about the individual room name and the care group to which.
 - It might have been assigned to, for calls across more than one ward the relevant ward name must also be indicated
 - Emergency calls must always be shown flashing,
 - Colour graphic LC display, for displaying all details describe
 - Integrated SIP VOIP telephone
 - A smash-resistant glass panel placed in front of the display,
 - Microphone and loudspeaker for hands-free speaking (incl. volume adjustment),

(B)Connection module for Nurse Station Terminal & Patient Handset with Speech

For installation in a double switchbox or in a media duct, both for connecting for connecting nurse station terminals; consisting of:

- Mounting rail,
- Connection circuit board with an RJ45 socket for the uplink from the system switch,
- RJ45 socket marked in colour and with measures to ensure that the patient

terminal is correctly connected, including the mechanical parts required for the auto disconnect mechanism,

- RJ45 for connecting a laptop belonging to the patient: The patient thereby has access to the WWW via the system's Internet server.
- DIN socket for connecting a diagnostic device
- Fastening frame made of plastic for attaching the connection module without needing screws

(C) Patient Handset with Speech

Patient Handset with speech for communications, consist of:

- Splash resistant case
- Call button with nurse symbol with integrated finder and reassurance light
- Loudspeaker, microphone, headphones socket,
- Integrated contact-free smart card reader,
- Mechanism for inserting a smart card,
- Controlling 2 independent lighting circuits,
- Plastic case and membrane keypad in anti-microbial material,

(D) Patient Handset push button type: Without Speech

It should consist of a plastic case in antimicrobial finish

- Call button with nurse symbol with integrated finder and reassurance light on the top end of the unit,
- Membrane keypad in antimicrobial finish with integrated LEDS for operation, consisting of:
 - 1 call key with lighting keys
- 2.80 metre connection cable with **auto-disconnecting** RJ45 connector plug,
- 1 x 5 pole DIN socket for connecting a diagnostic device with disconnection call. The connection module automatically triggers the relevant call in the event of an alarm occurring.

(E) Connection module with Call / Cancel Buttons: Patient bed Head Unit for non-speech

For installation in a double switchbox or in a media duct for connecting a patient handset and a diagnostic device, can also act as a Room controller comprising of:

- Mounting rail
- controller circuit board with flash prom with

- RJ45 sockets connecting the data circuits
- RJ12 sockets for connecting the external buttons mentioned in 7.6
- RJ45 socket with measures to ensure that the Patient handset is correctly connected, including the mechanical parts required for the auto disconnect mechanism,
- DIN socket for connecting a diagnostic device with disconnection call. The connection module automatically recognises the external device that is connected using this socket and automatically triggers the relevant call in the event of an alarm.
- 1 membrane keypad with:
 - 1 call button (red with nurse symbol) including a finder/reassurance light,
 - 1 presence key (green) including a control LED,
 - Fastening frame made of plastic for attaching the control module without using screws

(F) Pull Cord Button with cancel button – For Bath area

For installation in a switchbox, consisting of, mounting rail with circuit board, on which there are the functional and monitoring electronic circuits with:

- Integrated finder lights or reassurance light
- 1 presence key (green) including control LED,
- micro switch a 2 metre pull cord and a luminous grip with a nurse symbol printed on it,
- RJ12 socket for connecting the data circuits;
- With a plastic cover
- Including installation frame for screw less attachment on an installation case.
- Pull cord characteristics:
 - Max. force at break: 120N (ca. 12 kg)
 - for hygiene reasons it must also be possible to change the pull cord very easily using a snap hook;

(G) Connection interface to the external monitor via DVI/ HDMI port

This interface displays text messages of nurse call system on standard computer monitors/ LCD/ LED screen. The module shall provide 2 inputs DVI or HDMI to connect any 3rd party LCD/LED screen to display nurse call indication along with dedicated nurse station for easy viewing by nursing staff.

(H)Light Module

For optical indication of calls, presences and reminders in the relevant colours

conforming to VDE0834 and suitable for fitting on to an installation case, consisting of:

- 5 light chambers with light reflectors for homogeneous illumination
- 1 light chamber fitted with 3 ultra-bright red LEDs,
- 1 light chamber fitted with 3 ultra-bright white LEDs,
- 1 light chamber fitted with 3 ultra-bright green LEDs,
- 1 light chamber fitted with 3 ultra-bright blue LEDs,
- 1 light chamber fitted with 3 ultra-bright yellow LEDs,
- Every light chamber conforms to the light strength set out by VDE0834,
- the LED life expectancy is approximately 100,000 operating hours,
- Opal-coloured, translucent lamp cap

(I) Room terminal – For Single Bed Rooms

For installation in all important rooms in the ward in which the possibility to communicate is required or desired, with integrated functional components and operating membrane keypad with coloured fields, LC display and symbols; consisting of:

- Membrane keypad for operation, comprising of:
- Call button (red with nurse symbol) with integrated finder and reassurance light
- Doctor call button (blue with doctor call symbol) with integrated reassurance light,
- Presence button (green) with control LED,
- Presence button (blue for the doctor) with control LED,
- LC Display
- Room terminal shall display the nurse call from other rooms/ patients, in case nurse acknowledge the call from room terminal.

(J) Doctor Call & Cancel Button with sounder - for Wards

It shall consist of:

- 1 doctor call button (Blue) with a finder light
- 1 cancel button
- Integrated piezo buzzer

L1, L2 and L3 centers matrix and BoQ have been provided separately.

7.2 Quality Standard

7.2.1 For Manufacturer: The manufacturer shall have following ISO Certification

- a) ISO 14001-2004 EMS (Environmental Management System)
- b) ISO 18001-18001-2007 (Occupational Health & Safety)
- c) ISO 9001-2000 (QMS)

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

7.3 Incidental Services:

7.4 Turnkey Items:

To be specified, if any.

7.5 Warranty & Maintenance:

S. No	Item & Location	Warranty	CMC/AMC
1	Nurse Call System Location: 10 sites in State of Assam	2 years (Post Installation)	5 years (Post Warranty)

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			
Sl. No	Item	Whether included Yes / No	Page No.
1	Format – T1 (Check List)		
2	Bid Document Cost as DD (Rs.2000.00/- for any or all the equipment)		
3	The Earnest Money Deposit(s) as Fixed Deposit Receipt/ BG (s) based on no. of equipment tendered		
4	Format – T2 (Details of Items quoted)		
5	Format – T3 (Details of EMD submitted)		
6	Format – T4 (Details of Bidder & Service Center)		
7	Format – T5 (Declaration Form)		
8	Format – T6 (Manufacturer's Form – in case the bidder is the OEM)		
9	Format – T7 (Manufacturer's authorization Form – in case the bidder is the authorized distributor of OEM)		
10	Format – T8 (Annual Turnover Statement by Chartered Accountant) (Provisional statement of account shall not be considered)		

11	In case of distributor, the annual turnover statement/ copies of the pages of the annual audited statement of the Annual report of the OEM along with their own turnover for 2017-18, 2018-19 & 2020 (Provisional statement of account shall not be considered) – As per eligibility criteria clause 5.1		
13	Format-T9 (Performance Statement during the last three Years)		
14	Copies of purchase orders & end user certificates in support of the information furnished in Format T-9		
15	Format – T10 (Statement of deviation – Technical Specification)		
16	Format – T11 (Para-wise compliance to Technical Specification)		
17	Copy of the Leaflets / Technical Brochures / Product Data Sheets of the Model offered highlighting features in support of the information provided in Format – T11		
18	Copy of Quality Certificates (valid ISI / BIS / CE / US FDA/ IEC, etc. & ISO) of the product/organization (As per Section VII- Technical Specification).		
19	In case the bidder is a 100% subsidiary of the Original manufacturer then documentary evidence.		
20	Copy of the VAT / CST registration certificate		
21	Copy of PAN (Income Tax)		

Important Note

- Mentioning of Page Nos. in the relevant column as mentioned above **is mandatory** for ease of scrutiny.
- No price information (i.e., Scanned copy of the price format etc.)** to be uploaded in Technical Bid.
- 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.
- The **BOQ** file (in Excel) and other price format (in PDF) are to be **uploaded** in the **price bid**.
- All the documents to be furnished in the checklist have to be page numbered. All the formats (T1-T11) are to be filled up mandatorily.

Format - T2: Details of the Item Quoted

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

DETAILS OF THE ITEM QUOTED

Sl. No.	Name of the 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.						

Signature of the Bidder

Date:
Place:

Official Seal:

Format-T3: Details of EMD Submitted

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

DETAILS OF EMD SUBMITTED

Sl. No.	Name of the Hospital/ Location	Instrument No., Date & Name of Bank	EMD Amount (Rs.)
1			
2			
3			
4			
		TOTAL (Rs.)	

Signature of the Bidder

Place:

Date:

Official Seal:

Note:

- The bidder may quote for supply and installation of the goods/services asked of any or all locations of its choice (if permitted in the bid) by submitting the required EMD(s) for that location. The EMD may be furnished in one instrument in shape of one DD/NEFT/RTGS/FDR /BG or multiple DD/NEFT/RTGS/FDR / BG & the details of such instruments are to be furnished in Format T3). BG format for EMD is given as Annexure-V.

Format - T4: Details of the Bidder & Service Centre

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

DETAILS OF THE BIDDER & SERVICE CENTER

GENERAL INFORMATION ABOUT THE BIDDER						
1	Name of the Bidder					
	Registered address of the firm					
	State		District			
	Telephone No.		Fax			
	Email		Website			
Contact Person Details						
2	Name		Designation			
	Telephone No.		Mobile No.			
Communication Address						
3	Address					
	State		District			
	Telephone No.		Fax			
	Email		Website			
Type of the Firm (Please Select)						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
Nature of Business (Please Select)						
5	Original Equipment Manufacturer (OEM)			Authorized Distributor		
	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	<p>Registration Details:</p> <p>a) GST Registration</p> <p>b) Pl. mention whether Registered in Assam :</p> <p>c) Furnish the copy of the GST registration certificate</p>
9	<p>Details of existing Service Centers network across India:</p> <p>a) Eastern Region:</p> <p>b) Western region</p> <p>c) Northern region</p> <p>d) Southern region:</p>
10	<p>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)</p> <p>a) Name of the Bank:</p> <p>b) Full address of the Branch concerned:</p> <p>c) Account no. of the bidder:</p> <p>d) Name (as mentioned in the bank account):</p> <p>e) IFS Code of the Bank:</p>
<p>Place:</p> <p>Date:</p> <p style="text-align: right;">Signature of the bidder / Authorised signatory</p> <p style="text-align: right;">Office Seal</p>	

Format – T5: Declaration Form

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

DECLARATION FORM

(**Affidavit** before Executive Magistrate / Notary Public)

I / Wehaving My / our office at.....do declare that I / We have carefully read all the terms and conditions of bid document issued by ACCF for the supply and installation of Equipment (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 2 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. AFC/2020-12/..... along with the subsequent amendment, if any.

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.

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

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

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 the manufacturer)

No.

Dated:

To

<Insert Name, Address and Designation of the TIE>

Dear Sir / Madam,

Bid Reference No :

Equipment Name :

1. We (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at(full address with telephone number/fax number & email ID and website), and having factories at.....
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above bid and also supply spares / reagents / consumables for a period of 8 years.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment bided within the stipulated time.

(Name)

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

Date:

Place:

Seal

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

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 (authorized distributor/Indian Agent) in a letter of OEM)

No.

Dated:

To

<Insert Name, Address and Designation of TIA>

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) as (Distributor) to submit bids, and subsequently negotiate and sign the contract with you against the above bid no..
2. No company or firm or individual other than M/s. are authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.
3. We also hereby undertake to provide full guarantee/warranty /CMC/AMC as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents / consumables for 8 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.

Date: (Name)
Place: for and on behalf of M/s.
..... (Name of manufacturers)

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
who is a manufacturer / Agent/
Distributor of medical equipment are given below and certified that the statement is
true and correct.

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

Signature of Auditor / Chartered Accountant

Date:

Place:

(Name in Capital)
Membership No.

UIDN.....

Seal

N.B:

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

Format –T9: Performance Statement

PERFORMANCE STATEMENT

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

(For the period of last **three years**)

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

:

Name of Bidder:

:

Name of Manufacturer

:

Name of the Item : _____

Sl. No.	Order placed by (Address of 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 purchase 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

Seal

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:

Seal

Format: Price Bid/BoQ

- 1) Price bid format (BoQ) is **not enclosed** in this bid document. It has to be downloaded from the **e-procurement portal** <https://ACCF.procure247.com>. (under the respective bid reference No.)
- 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 shall be paid at predefined rate as per Clause 6.7.4.
2. Payment shall be made as per actual measurement/actual qty installed at site. Measurement/qty installed shall be verified by respective site engineer and/or Biomedical engineer of ACCF.

<may be inserted as per the requirement, if any>

SECTION –IX

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

Agreement

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

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

Assam Cancer Care Foundation and Supplier 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) Supplier is ____ [brief about the supplier and its products/services.]
- c) Assam Cancer Care Foundation, proposes to develop a distributed cancer care model to create patient-centric cancer institutions to deliver standardized and affordable care closer to patients’ homes and thereby strengthening the cancer care infrastructure in Assam and providing enhanced access to public (“**Programme**”).
- d) For the purposes of the Programme, Assam Cancer Care Foundation issued a tender with reference number ACCF//XXXX/2021 dated [●] (“**Tender**”), to identify and engage supplier(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 Supplier’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 vendor 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**”);

- f) Assam Cancer Care Foundation and Supplier 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 Purchase Orders to the Supplier, as may be required for the purposes of the Programme.

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

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

S. No	Name & Description of the Equipment	Unit Price (All-inclusive but excluding GST)	GST		Unit Price with GST
			%	Amount	
1	2	3	4	5	6=3+5

(b) CMC:

< insert agreed CMC/AMC rate, if applicable >

(c) Reagent Cost (If any):

< insert agreed Reagent rate, if applicable >

7. Validity of this Contract:

This Contract shall remain valid for 2 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 Purchase 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 purchase 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 Supplier) 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 Supplier, 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:		Purchase Order No:	
Make / Manufacturer		Purchase Order Date:	
Model		Purchase Amount	
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 Supplier			
Name of Service Engineer		Mobile No.	
Service Centre Manager's name		Mobile No.	
Date: Seal of supplier:	Date: Hospital Seal :		

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

Annexure III: Warranty Declaration

WARRANTY DECLARATION

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

Date:

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

Annexure IV: Performance Statement (Two Months Post Installation)

TWO MONTHS' PERFORMANCE STATEMENT

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

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

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

Annexure: V: Bank Guarantee (EMD)

Bank Guarantee Format for Furnishing EMD

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

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

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

Sealed with the common seal of the said Bank thisday of20

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

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

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

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

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

We theBranch..... further agree that a

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

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

.....

Name and designation of the officer

.....

.....

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

Annexure-VI: Bank Guarantee (Performance Security)

Bank Guarantee Format for Performance Security

To

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

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

AND WHEREAS it has been stipulated in the said Contract that the Supplier 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 supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 supplier 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 supplier 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 supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

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

WeBranch..... further agree that a mere demand by Assam Cancer Care Foundation, Guwahati is sufficient for us..... Branch at to pay the amount covered by the Bank Guarantee without reference to the said Supplier and protest by said Supplier cannot to valid ground for us..... Branch to decline payment to A s s a m C a n c e r C a r e F o u n d a t i o n , [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