

**Assam Cancer Care Foundation (ACCF)
Guwahati, Assam**



**EXPRESSION OF INTEREST (EOI) FOR MEDICAL EQUIPMENT UNDER REAGENT RENTAL
MODEL AT VARIOUS HOSPITALS OF ACCF IN ASSAM**
(To be submitted by eligible firms willing to provide specified categories of goods & services)
www.assamcancercarefoundation.org

Ref No. ACCF/REAGENT RENTAL RC/2022-23/61 Dated 10.02.2023

Issued by:

Assam Cancer Care Foundation.

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

www.assamcancercarefoundation.org Email: procurement@accf.in

1. TIMELINES

S. No.	Activity	Time Limit
1	Date & Time of Pre-bid meeting(online)	Date: 17.02.2023 Time: 1500 Hrs Venue: Online at MS Team (Link shall be uploaded at ACCF website) www.assamcancercarefoundation.org
2	Due date and time for submission of Pre-bid meeting queries in writing or vide E-mail. (pls. give both excel and PDF)	Date: 17.02.2023 Time: 1400 Hrs E-mail: procurement@accf.in
3	Last Date & Time of online bid Submission (Online)	03.03.2023 Time: 1400 Hrs
4	Bid Opening (online)	After one hour of above last date and time
5	ACCF Hospital Locations: (at the sole discretion of ACCF authorities)	1. Dibrugarh Cancer Centre 2. Barpeta Cancer Centre
6	Delivery period	Equipment: The equipment shall be delivered and installed in 45 days from the date of award of contract. Reagents: 30 days¹ from date of issuance of Purchase Order in a normal circumstance. Purchasing Entity may seek a shorter delivery period in case of urgency or stock-out.

2. BACKGROUND

2.1. About ACCF

- Assam Cancer Care Foundation (ACCF) is the collaboration of Tata Trusts and Government of Assam ("GoA") in view to optimally plan, design and implement distributed cancer care facilities across the States of Assam through a need-based approach. ACCF is mandated to create patient-centric cancer hospitals across the state to deliver standardized, high-quality and affordable care closer to patients' homes and thereby to mitigate the financial burden.
- In addition to Cancer Care, ACCF is embarked on preventive strategies to reduce the incidence of cancer in the State.
- ACCF is a Company registered under Section 8 of the Companies Act 2013 having its Registered Office in Guwahati, Assam.

2.2. About this EoI.

- ACCF, through this EoI process, intend to empanel (prequalify) and select eligible parties (i.e. service providers or suppliers), for a period of **5 years** extendable by another year (**5+1 years**) under mutual agreement to facilitate supply and provisioning of different reagents and consumables of various medical equipment, under reagent rental model, to meet routine requirements for its hospitals in different locations in Assam.
- This Expressions of Interest (EOI) is invited from parties (i.e. service providers or suppliers) willing to supply Blood component separator equipment for Dibrugarh cancer centre.
- d) Rate Contract:** Reagents required to perform the test/separation/collection shall be procured under Rate Contract (RC), under reagent rental model. Rate of which will be valid for a period of one year and subsequent to that it will be decided based on the use and market enhancement on mutual agreeable basis.

e) Bidder can offer any machine on reagent rental model to ACCF by giving rates of its consumables/reagents and related terms of engagement other than asking for minimum assured business. If bidder is manufacturer, then he/she is also allowed to supply machine or its consumables through its authorised distributor. Accordingly, bill for payments shall be raised by the supplier who is supplying the reagents/consumables to ACCF.

f) At present, ACCF is desirous to have one machine of Component Extractor for its Blood Bank at Dibrugarh which is 170 bedded facility for Component Extractor machine on reagent rental model, approximate quantum of tests per month will be around 300 Blood Bags at the end of the first year. Being green field hospitals initial utilisation will be less. The usage may vary as per the actual requirement and ACCF does not commit any minimum assured business of consumables/Blood bags. The Purchaser will provide only place (space needed to keep the machine) and raw Electric supply/drainage point only whereas all other items/services as necessary are responsibility of the supplier.

2.3. Bidder should bear the cost of all capital items, Spare parts, Servicing and Maintenance of the installed equipment during the agreement period; no cost whatsoever in this regard shall be borne by the Purchaser. All breakdown calls shall be attended within 48 hours from the time of call. In case the problem is not solved within 72 hours from the time reporting of breakdown call, a standby machine should be arranged within next 72 hours.

2.4. The bidders are expected to quote their best rates for the reagents. The SPVs/Partner Institutions (i.e., Associate Entities) of ACCF shall be entitled to purchase vide this rate contract, by issue purchase orders directly to the rate contract holder (i.e., Supplier), at the contracted rate and terms and conditions, during the validity of the rate contract period. However, since this is a reagent rental model wherein selected bidder needs to invest in capital item(s), his/her consent shall be obtained before issuance of any order for placement of machine(s).

2.5. If ACCF and its Associate Entities repeat order(s) during the currency of the contract for supply, then the contracted bidder is bound to supply the reagents of agreed quality and description at contracted rates and as per the terms and conditions of the contract, subject to Clause 2.4 above

2.6. Preventive maintenance or breakdowns: The bidder must carry out preventive maintenance as per schedule for preventing breakdowns.

3. EOI Processing Fee

a) **Rs 500/- (Rupees Five Hundred only/-)** to be submitted in the e procurement portal only (<https://assamtenders.gov.in>) Proof of payment to be provided with the Bid.

4. Method of Submission & Deadline

a) Last date of submission will be as per the date and time mentioned in above in timeline table 1.

b) All interested parties shall prepare a proposal containing below mentioned documents and then it shall be signed and stamped before scanning and uploading in e portal. All these documents shall be uploaded on e-portal i.e. <http://assamtenders.gov.in/>.

- i. GST registration Certificate
- ii. Turnover certificate
- iii. Partnership deed/Proprietorship/pvt ltd company document/MOA/AOA
- iv. Model, make details, interested to supply along with Specs.
- v. Past installation details of model intended to supply
- vi. Financial proposal/rates for reagents and chemicals required to operate machine.

5. Other Empanelment Terms & Conditions:

5.1. The EOI Submissions must be completed in all respect as mentioned herein this document including duly filled Annexures. Annexure-2 is price bid format to be submitted along with the proposal. Annexure-1 is format of draft agreement.

- 5.2. The Applicant by responding to this EoI agree to be bound by the decision of ACCF.
- 5.3. ACCF reserves the rights to Reject any or all of the EoI or Accept any EoI in whole or in part.
- 5.4. Any costs related to the EoI submission will be borne by the Applicant responding to this EoI.
- 5.5. This EoI is purely an expression of interest by the applying agencies and doesn't guarantee any formal contract with ACCF.
- 5.6. After submission of EoI for various categories, ACCF shall evaluate the offers and ACCF selection of agencies in a particular category shall be final and binding to the participating firms.
- 5.7. By participating in this EoI, firm agrees to all terms and conditions of this EoI.
- 5.8. Selected party shall be called to sign the agreement with ACCF. Draft agreement format is attached.

6. TERMINATION OF CONTRACT

- 6.1 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 deliver any or all of the goods or 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.
- 6.2** Unless otherwise instructed by the Purchasing Entity, the Supplier shall continue to perform the contract to the extent not terminated.
- 6.3** Both the parties can terminate the contract, as per their convenience i.e. without giving any reasons thereof, by giving 90 days' notice period.
- 6.4 Termination for convenience:** - The Tender Inviting Entity reserves the right to terminate the contract, in whole or in part for its convenience, by serving three month 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.

ANNEXURE 1- : DRAFT REAGENT RENTAL RC AGREEMENT**ASSAM CANCER CARE FOUNDATION**Regd. Office: 3rd floor, V.K. Trade Centre, Opp. Downtown Hospital, Guwahati – 781022, Assam

Ph: +91-90852 02020 E: info@accf.in |W: www.assamcancercarefoundation.org |

REAGENT RENTAL RC AGREEMENT**BETWEEN:**

M/s.....(Address)..... (Hereinafter known as "Supplier")

AND:

ASSAM CANCER CARE FOUNDATION (ACCF), with its registered office at Regd. Office: 3rd floor, V.K. Trade Centre, Opp. Downtown Hospital, Guwahati – 781022, Assam (hereinafter known as "Customer/ACCF")

ACCF and "Supplier" shall collectively be known herein as "**the Parties**".

BACKGROUND

WHEREAS M/s..... desires to sell Consumables described below, under the terms and conditions set forth below:

AND WHEREAS, **ACCF** desires to purchase Consumables from M/s..... on the terms and conditions set forth below.

TERMS AND CONDITIONS**1. Equipment on FOC basis.**

1.1 M/s..... hereby agrees to provide the following equipment (hereafter referred to as "the Equipment") on **FOC (Free of Cost)** basis at the below mentioned location.

Sl No.	Model No.	Location

The delivered equipment should be complete and functional in all respects (ready to use). All Hardware & Software should be provided to make the system fully operational and should be brand new.

1.2 The Equipment will be placed at the sole discretion of and at the location specified by **Assam Cancer Care Foundation**, and **ACCF** agrees to pay the vendor based on **Cost per Test (CT)** for **5+1 years** from machine installation date. **ACCF** understands and agrees that at no time shall it own any such Equipment and that all right, title and interest in and to each Equipment shall remain with the "supplier", provided that, subject to the other terms and conditions of this **Agreement**, **ACCF** shall have the right to use the Equipment, until the expiry of the Term or earlier termination of this **Agreement**.

1.1. For the duration of this Agreement, **ACCF** shall use the equipment(s) at the location it is installed and shall not remove, transfer, or relocate the Equipment without the prior written consent of the "supplier".

2. Prices per Test: **ACCF** agrees to purchase, on standing order, the products listed below, at the prices mentioned below:

Sr.No.	Description of reagent/test/kit	CPT	GST%	CPT Price with GST (Rs.)	Remarks

Sr.No.	Description of reagent/test/kit	CPT	GST%	CPT Price with GST (Rs.)	Remarks

3. PAYMENT TERMS:

- 3.1. Payment within 30 days from the date of receipt of material accompanied by the bill by **ACCF**.
4. **Care of Equipment and Insurance** ACCF will make no alterations in or attachments to the Equipment provided without the prior written consent of the **"supplier"**. Supplier could be Manufacturer itself or its Authorised distributor.
 - 4.2. **"Supplier"** shall not remove, alter or cover any labels, sign, or symbols or serial numbers that are or may be attached to the Equipment.
 - 4.3. Free of Cost Comprehensive Maintenance, upgradation as required, and Insurance of the equipment will be provided by **"supplier"** till the equipment is installed at **ACCF's** premises and is subject to the following service level.
 - 4.4. Since Company retains title to the Equipment during the term of this Agreement; the Customer shall take reasonable care in operating and utilizing the Equipment. The customer shall maintain a log of defective Disposable sets, specifying the catalog number, lot number, date and time and type of defect. The Customer shall receive a full credit for such defective Disposable sets returned within three months incident in accordance with Company's Return Goods Policy. Disposable sets lost, misused, stolen or not accounted for in the defective disposable set log shall be charged to Customer as per price schedule.
 - 4.5. **"Supplier"** will ensure a service level of **max, 4 hours** of equipment downtime from the time of reporting of an incident or any other need. In case the downtime exceeds 4 hours, standby equipment shall be provided by **"supplier"** within **12 hrs** from the reporting of the incident.
5. **Training and Service of Equipment** **"Supplier"** will provide free of cost training for the use of the Equipment to **ACCF's** employees as and when requested by **ACCF**. It is the responsibility of **ACCF** to ensure that only trained employees use the Equipment.
 - 5.2. **"Supplier"** appointed representative will provide service and necessary replacement of parts to keep the Equipment in good working order, at no charge.
 - 5.3. **ACCF** shall be responsible for the cost of repair of any damage to the Equipment caused by **ACCF's** carelessness, abuse or alterations of the Equipment or by any service performed on the Equipment by unauthorized personnel. Whether **ACCF** is responsible for any carelessness, abuse or alterations of the Equipment will be mutually decided by the parties and recorded in writing.
 - 5.4. **ACCF** agrees that in fulfilling its obligations under paragraph 5.3, **ACCF** shall use only a **"supplier"** appointed representative to service the equipment.

6. NEW PRODUCTS

If Company introduces new disposable sets, in substitution for any of the Disposable Sets during the initial term of this Agreement, Customer may have these products included as part of the Disposable sets to be received, subject to reaching mutual agreement as to any charge adjustment which may be necessary. Company may retrofit the Equipment if any substantial safety improvement in the Equipment, as determined by Company, is made during the term of this Agreement. Company may also introduce other equipment upgrades, which will be made available to the customer subject to reaching mutual agreement as to any charge adjustment.

7. Termination

This Agreement may be terminated by either party upon giving **sixty (60) days** prior written notice to the other party. During such 60-day period the standing order referenced in paragraph 2 shall remain in effect. However, if either party does not comply with the material terms of this Agreement, the other party may terminate this Agreement immediately by giving a written notice to the defaulting party. In the event of termination, **"supplier"** shall be entitled to forthwith take back possession of the Equipment.

8. Title to Equipment

- 8.1. The Equipment will remain the property of **"supplier"** regardless of whether it is affixed to the ground on **ACCF's** property. **ACCF** shall not permit or suffer any attachment, encumbrance, lien or security interest to be created against the Equipment.
- 8.2. Since the equipment shall remain the property of **"supplier"**, and only **"supplier"**, would be allowed to claim depreciation on the said equipment.

9. Commitment Period

This Agreement shall remain in effect for **5+1 years** from the date of execution of this Agreement by both parties unless terminated earlier in accordance with **paragraph above**.

All Company product consumables – disposables shall be shipped and delivered to Customer directly from the Company or from the authorised distributor of company in Guwahati. .

Supplier will have to provide all your details for e.g. GST registration / PAN, contact person's name and ph/email/fax no etc. to create customer code, when asked by the Company.

10. Assignment

This agreement and /or the Equipment may not be assigned or transferred to any third party by **ACCF**. **ACCF** can however transfer the equipment to any of their units or affiliates after informing **"supplier"**. **"supplier"** may, however, with the prior consent of **ACCF** transfer its rights and obligations under the Agreement to a third party.

11. Integration

This Agreement shall constitute the entire agreement between **ACCF** and **"supplier"** for the use of the Equipment and purchase of Consumables. Inconsistent or additional terms may be accepted by **"supplier"** at its sole option. Any acceptance of inconsistent or additional terms by **"supplier"** must be confirmed to **ACCF** in writing within 30 days.

12. Warranty

"Supplier" warrants that the Equipment shall be free of defects in workmanship and operations during normal use for term of **5+1 years** as per this Agreement. **"Supplier"** makes no other warranties, either of merchantability or warranty of fitness for a particular purpose.

13. Limitation of liability and Indemnity

13.1. **"Supplier"** declares that all Consumables to be supplied by them shall be in compliance with applicable laws.

13.2. **"Supplier"** sole liability on any claim shall be limited to repairing or replacing the Equipment at its option. In no event shall **"supplier"** be liable for direct, incidental or consequential damages resulting from the use or performance of the Equipment.

13.3. **"Supplier"** shall defend and hold **ACCF** free and harmless from all / or any claims of every kind or nature whatsoever arising from acts or omissions of **"supplier"** in the performance of its obligation under this agreement, including but not limited to claims resulting from negligence, fraudulent or illegal acts committed by **ACCF** and its employees. **ACCF** indemnifies **"supplier"** and shall keep it indemnified at all times against all loss, damage, claims, penalties and expenses arising as a result of **ACCF's** incorrect or improper use of the Equipment.

14. Governing Law and Jurisdiction of the Courts

This Agreement at all times shall be subject to the Laws of the Republic of India and all disputes arising between the parties pertaining to the terms of this Agreement shall be subject to the exclusive jurisdiction of the courts at Mumbai alone.

15. Dispute Resolution:

15.1. Any dispute arising under this Contract (including with regard to the existence, validity or enforceability of this Contract or any provisions hereof), the signatories of this Contract / the concerned authorized representative, shall use their best efforts to resolve such dispute amicably through discussions.

15.2. Any dispute between the Parties as to matters arising under this contract which cannot be settled amicably within 30 days after receipt by one Party of the other Party's written request for amicable settlement may be submitted by either Party to arbitration in accordance with the provisions set out below:

15.3. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof and the rules made there under. Each dispute submitted by a Party shall be heard by a sole arbitrator appointed by **ACCF**.

15.4. Arbitration proceedings shall be held in Guwahati, Assam. The language of any arbitration proceedings shall be English. The arbitral award shall be final and binding on both.

15.5. The parties shall bear their own legal expenses, except for the Arbitrator's fees, miscellaneous expenses and the venue charges which will be borne equally by the Parties.

16. Payment Term:

The total invoice value of disposables will be cleared within 30 days (through RTGS – bank details given below) from the date of delivery at your hospital/blood bank, with an intimation to supplier.

17. This agreement shall be binding on the parties hereto and their respective successors and assignees. Customer may not assign this Agreement and all Company's right, title and interest in the Equipment and Customer agrees to recognize such assignment. The validity or unenforceability of any provision of this Agreement shall not impair or invalidate the remainder of this Agreement. All schedules attached to this Agreement are incorporated herein by reference.

All notices, statements or invoices to be transmitted hereunder shall be in writing, addressed to the respective party at its address as stated on Page 1 of this Agreement or such other address as shall be specified by the respective party, and may be transmitted by ordinary mail addressed with sufficient postage. This Agreement represents the entire agreement between the parties and all prior understandings are specifically merged herein.

18. Person authorised to receive intimation/calls for maintenance from the **ACCF**. Name: Mr. Shailesh Bindal, Head Procurement, **ACCF**, Guwahati Email: - shailesh.bindal@accf.in Address: Regd. Office: 3rd floor, V.K. Trade Centre, Opp. Downtown Hospital, Guwahati – 781022, Assam Ph: +91-90852 02020 E: info@accf.in |W: www.assamcancercarefoundation.org

For ASSAM CANCER CARE FOUNDATION

Chief Operating Officer, (COO)

For M/s.....

Name:

Designation:

Phone No.

Seal:

Annexure 2 Financial proposal format**Name of Firm:** _____

Sr.No.	Description of reagent/test/kit	CPT	GST%	CPT Price with GST(Rs.)	Remarks

Above prices are including transportation and other charges. prices are valid for 1 year from the date of contract.

Note: -

a	The cost per test offered by the bidder shall be inclusive of provision of Onsite Controls, Calibrators, Washing Solution /Buffer /System Check /Diluents and all consumables including Bulbs, Plastic Wares (viz. cups /Reaction Vessel /Cuvette or similar items /stores) plus consumable for RO water.
b	The cost per test offered shall include on an average calibration one or two or as required every seven days of operation, for the entire contract period

Sign and stamp of authorised person