

TENDER DOCUMENT

FOR

**RATE CONTRACT OF LABORATORY AND DIGITAL X-RAY
EQUIPMENT**

TENDER NO: ACCF/RC/LAB EQUIP/20-21/07 Dated: 1/10/2020

Issued by:

ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,
Guwahati – 781022, Assam Tel: 8959540828
E: procurement@accf.in | W: www.assamcancercarefoundation.org
e-tender website: <https://accf.procure247.com>

ASSAM CANCER CARE FOUNDATION

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Guwahati – 781022, Assam

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Tender No. ACCF/RC/LAB EQUIP/20-21/07

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NOTICE INVITING TENDER

e-Tender is being issued inviting bids following two bid system (separately for online technical and financial bid) from eligible parties by the under signed for supply of item(s) as given below, under one year rate contract.

1. Schedule of Events

Date of issue of bid	1/10/2020	
Pre-Bid Meeting (Online on Microsoft Teams)	6/10/2020	at 1230 Hrs
Closing Date & Time for Receipt of Bids	15/10/2020	at 1600 Hrs
Technical Bids Opening.	15/10/2020	at 1630 Hrs
Financial Bid Opening.	To be communicated later	

2. Key Information

Name of Item	Tender Processing Fee	Approx. Qty	EMD (INR)	Place of Delivery
1. Semi-Automatic Biochemistry Analyzer along with Dry bath incubator and Pippets	Rs.2000/-	3	12000	All the sites of ACCF across all districts of Assam
2. Centrifuge-brushless		3	3300	
3. 5 part Hematology Analyzer with start-up reagents		3	48000	
4. Electrolyte Analyzer		3	12000	
5. 100 ma Mobile DR with DICOM printer		3	120000	

- The tender documents can be downloaded from the official web site of Assam Cancer Care Foundation (ACCF) i.e. www.assamcancercarefoundation.org and from the e-Tender portal i.e. <https://accf.procure247.com>. The bidders are required to pay Tender Processing Fees and EMD amount mentioned at point 2 above along with the technical bid in the form of NEFT/RTGS, BG, FDR, Demand Draft drawn on a scheduled commercial bank having branch

in Assam in favor of the “ASSAM CANCER CARE FOUNDATION, GUWAHATI”. The Bidder is not allowed to make any modification in the tender document downloaded from the website.

Bank Details of ACCF: Account Number- 37754113832, State Bank of India, A/c Holder Name: Assam Cancer Care Foundation, IFSC Code- SBIN0003030, Type of Account- Current Account.

4. This is an e-tender. All tender documents, including Tender processing Fee and EMD, are required to be submitted online except when the bidder chooses to give Processing Fee and EMD other than online method (i.e. in hard copies) If the bidder chooses to pay the Tender Processing Fee(non-refundable) in form of DD and the EMD in form of DD/FDR or irrevocable Bank Guarantee (i.e. other than online payment), then it is the responsibility of the Bidder to ensure that the hardcopies of those instruments towards to Tender Processing Fee and EMD are submitted in the office of ACCF, Guwahati within the stipulated date and time as mentioned above. The Bidder may also choose to send/submit the hardcopies of the Tender Processing Fee and EMD instruments by post or by courier or by hand. However, in no circumstances, ACCF will be held responsible for postal delay in delivery of either EMD or Tender Processing Fee. In case of any delay in receipt of EMD or Processing Fee, the bid shall be rejected summarily. Other documents are required to be submitted online only.
5. Any queries with respect to Technical Specifications and/or tender terms and conditions, the bidders are required to submit in writing on/before the date of pre-bid meeting.
6. Any corrigendum/addendum related to this Tender may kindly be seen at <https://accf.procure247.com> or at the official website of ACCF (www.assamcancercarefoundation.org). No separate communication shall be made in print media/e-mails.

S/d
Finance Controller, ACCF, Guwahati

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SECTION-I

1. INSTRUCTIONS TO BIDDERS ON E-TENDERING

1.1. General Instructions:

To view the Tender Document along with this Notice and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Assam Cancer Care Foundation (ACCF): <https://accf.procure247.com>

The Bidders participating first time for e-Tendering on Assam Cancer Care Foundation (ACCF) e-tendering portal will have to complete the Bidder Registration Process on the e-Tendering portal. A link for enrolment of new vendors has been provided on the above link. All prequalified 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/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's Digital e-Token.

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: accf@tender247.net or sales@procure247.com

1.2. Purchase and Downloading of Tender Document

The tender document is uploaded / released on the Assam Cancer Care Foundation (ACCF) website for viewing purpose only. Tender document and supporting documents may be downloaded from above link also. Subsequently, bid has to be prepared and submitted ONLINE ONLY at <https://accf.procure247.com> as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

1.3. Preparation & Submission of Bids

The Bids (Technical & Price bid) shall have to be prepared and subsequently submitted online in the e-Tender website of ACCF i.e. <https://accf.procure247.com>, within due date and time. Client has the right to summarily reject the Bids not submitted online.

SECTION-II

2. TENDER TERMS & CONDITIONS

2.1. Bidder's Eligibility Criteria:

- 2.1.1 The bidder should be a single entity registered in India under relevant law and in business for more than 2 years as on 31st March 2020. Bidder has to submit incorporation documents e.g. Certificate of Incorporation/Registration, Partnership Deed, Trade License, etc.
- 2.1.2 The bidder should either be a manufacturer or an authorized dealer or distributor of the manufacturer of the product. Both manufacturer and the authorized distributor/dealer can't participate in the bid. Manufacturer cannot authorize multiple nos. of agencies to participate in the tender for tendered item(s). In support of this, bidder is required to submit Manufacturer's Authorization Letter issued from the manufacturer as per **Annexure-V**.
- 2.1.3 The bidder should have a minimum average annual turnover of Rs 50 Lakh (Rupees fifty lakh) in the last 2 financial years (i.e. 2018-19 & 2019-20) from similar business (i.e. medical equipment). Bidder has to submit a Turnover Statement duly certified by the Auditor/Chartered Accountant in the format as given in **Annexure-VI**.
- 2.1.4 The Bidder should have experience of successfully executing minimum 2 (two) supply orders for medical equipment to any Government/ Semi-Government organizations, Educational Institutions, UN Organizations, International NGOs and Public Sector Company during last 36 (thirty-six) months as on due date of submission of bid. For this purpose, single supply order of medical equipment for value more than Rs 2.00 lakh shall qualify. In support of this, the bidder shall furnish Performance Statement in the format enclosed as **Annexure-VIII**.
- 2.1.5 The bidder should not have been blacklisted or debarred from participating in any bid by the ACCF or by any Government (State/Central) agencies/bodies, PSUs or Urban Local Bodies.

2.2. Signing and Submission of Bid

- 2.2.1. Bidder is required to submit the details of item(s) quoted by it in **Annexure-I**. Bidder can quote single or multiple no. of items out of tendered items.
- 2.2.2. Bidder is required to submit Bid Form (**Annexure-II**) duly by its representatives authorized vide a duly executed Power of Attorney It is not required to submit whole tender document.

In case of a proprietorship, Power of Attorney has to be signed by the proprietor; in case of a partnership, it has to be signed by all the partners or by any one of the partners duly authorized by other partners; in case of a company, it has to be signed by the director or by any official duly authorised by the Board of Directors to do so. Format for the Power of Attorney is given in **Annexure-IV**.

2.2.3. The bid should be submitted online within the date and time as stipulated in the NIT through website <https://accf.procure247.com/>. Hard copy of the complete bid document is not required to be submitted. However, following **key documents** are required to be submitted physically on or before due date of submission of bid:

- (i) Power of Attorney for signing the bid (**Annexure-IV**)
- (ii) EMD Instruments (if not deposited online)
- (iii) Declaration of Non-blacklisting (**Annexure-X**)

2.2.4. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the ACCF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

2.2.5. No Bid will be considered for acceptance unless the prescribed Tender Processing Fee and EMD amounts in the prescribed manner and form is submitted or paid online within the stipulated time by the Bidder.

2.2.6 The Bidder is expected to examine all instructions, forms, terms & conditions and technical specifications in the bidding documents. Failure to furnish all information as required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

2.2.7. The Bid documents should be down loaded and subsequently submitted (online only) by signing Bid Form as a token of acceptance of the terms and conditions mentioned therein.

2.2.8. Bid or modifications to Bid received after the stipulated last date and hour of receiving the Bid will not be considered.

2.2.9. ACCF takes no responsibility for delay, loss or non-receipt of the bid send through courier/post.

2.2.10. Technical & Financial bids should be uploaded on <https://accf.procure247.com> within due date and time giving complete information as per conditions of the bid document. In this regard physical technical bid (except Key documents)/price bid envelope or Telex/Telegraphic/ Fax bid/correspondence shall not be considered for acceptance.

- 2.2.11. The Bid shall be completely filled in all respects and shall be submitted online on <https://accf.procure247.com/> with requisite information and Annexures. Any Bid incomplete in any respect shall be liable for rejection.
- 2.2.12. If the space in the Bid or any schedule or Annexure thereof is insufficient, pages shall be separately added. These shall be consecutively page numbered and shall be signed by the Bidder and entered in the index of the Bid.
- 2.2.13. **Technical Bid:** Each bidder shall prepare the technical bid in the manner prescribed in this document, complete in all respect. Each page of the Technical bid document shall be numbered serially and signed by the authorised representative before being scanned and uploaded. The bids should be complete in all respect and incomplete bid shall be liable to rejection. Checklist for the Technical Bid preparation is given in **Annexure-XII**, indicating the list of documents to be furnished. Bidders whose technical bids are found substantially responsive will be informed accordingly for opening of their price bids.
- 2.2.14. The prices must be quoted in Indian Rupees for the tendered item(s). Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.
- 2.2.15. The price comparison shall be of F.O.R. destination i.e. delivered and installed at consignee's location which is across the districts of state of Assam.

2.3 Bid Opening and Evaluation.

- 2.3.1. It may be noted that when the Bid shall be opened online on the date and time scheduled for Bid opening, only the technical bids will be opened.
- 2.3.2. Item wise bid evaluation shall be made. Tender will be evaluated with reference to various criteria of technical bid. Only those bidders who fulfill both technical (Specification, Warranty, Quality of the product offered) and eligibility criteria shall be shortlisted for price bid opening.
- 2.3.3. The price bids of the technically qualified bidders shall only be opened and then price comparison shall be made to determine L1 (lowest) price for the tendered item. The bidder having the lowest quote shall be declared as the preferred bidder. The bidder is supposed to quote the best of its products against the item tendered. **No bidder is allowed to quote alternative product or price against any item.**
- 2.3.4. Any amendment or correction to the bid document shall be published in the website <https://accf.procure247.com/> or/and at www.assamcancercarefoundation.org. No individual communication shall be made.
- 2.3.5. If any Bidder has any complaint against any technical bid are requested to submit their complaint for consideration of the Tender Evaluation Committee of ACCF before the

financial bid opening in writing and after which ACCF shall not be liable to entertain any complaint.

2.3.6. **Confirmation to Technical Specification:** The bid shall be liable for disqualification in case the product offered in the bid fails to comply with the required technical specifications as stipulated in Section-IV. The bidder is required to submit along with the technical bid the statement of technical compliance of the product offered as per the format give in **Annexure-VII**.

2.3.7. The bidder shall also submit the relevant authentic literature or brochure of the model released/issued by the manufacturer on the item offered in the bid, for reference and evaluation.

2.3.8. The bidder has to submit the price bid online. However, the price bid format has been given under **Annexure-XI** for reference only.

2.3.9. To assist in the examination, evaluation and comparison of bids, ACCF may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

2.3.10. The Bidder who is a dealer or distributor of the manufacturer of the product being offered by it has to submit Manufacturer's authorization to participate in the bid. Without this document, bid shall be summarily rejected. The Bid without authorization from the manufacturer as dealer or distributor shall be treated as non-responsive and shall be rejected.

2.4. Bid Validity

2.4.1 The bid shall remain valid for 100 (hundred) days after date of bid opening. A bid having shorter validity period shall be rejected summarily. In exceptional circumstances, ACCF may solicit the bidder's consent to an extension of the period of tender validity. The request and the responses thereto shall be made in writing. The EMD (bid security) validity as provided under Clause 5 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

2.5. Validity of Rate Contract Period

2.5.1. The rate contract with the successful bidder shall be for a period of 12 (twelve months) months from the date of signing of the contract. The management of ACCF may, if feel necessary, extend/renew the contract for another period of three (3) months on similar terms and conditions and with mutual consent. However, ACCF reserves the right for a sue moto terminate of the contract before its expiry serving a 30 days' notice of

termination. In case of such sue moto termination by ACCF there shall be no forfeiture of Security Deposit.

- 2.5.2. During the Contract period, ACCF has the right to place Purchase Orders for such quantities as it may require at its discretion, at the rates and terms agreed in the Contract. The successful bidders shall be obliged to deliver the quantities at the required location within the state of Assam. It is clarified that ACCF does not give any exclusivity to the successful bidder either for the respective item or quantity thereof.

2.6. Submission of Tender Fee and Bid Security

- 2.6.1. The bidder shall furnish required Tender Processing Fee and EMD (bid security) either online through NEFT/RTGS or through DD. EMD can also be furnished in form of FDR or BG with minimum validity of 120 (hundred twenty) days from due date of submission. Details of EMD submitted should be submitted in Annexure-III. Bank details of ACCF are as follows:

Account Number- 37754113832
State Bank of India
A/c Holder Name: Assam Cancer Care Foundation,
IFSC Code- SBIN0003030,
Type of Account- Current Account

- 2.6.2. If bidder chose to submit EMD through BG/FDR then:

- (i) Bank Guarantee (BG) in the format as given at Annexure-XIII issued by any of the scheduled commercial banks having branch in Guwahati in favour of ACCF, Guwahati. The BG shall have minimum validity of 120 days from the bid opening date.
- (ii) Fixed Deposit Receipt with lien duly marked in favour of ACCF, Guwahati.

- 2.6.3. The bidder may also choose to submit Tender Processing Fee or EMD in form of Bankers Cheque or Demand Draft drawn on any Scheduled Commercial Bank in favour of ACCF, Guwahati.

- 2.6.4. Any bid without the required Tender Fee and EMD will be summarily rejected by ACCF, as non-responsive. Physical EMD and online EMD are required to be submitted on or before the due date & time of bid submission.

- 2.6.5. The EMD amount of the unsuccessful bidders shall be returned within 45 days of signing of contract with the successful bidder.

- 2.6.6. The successful bidder's EMD (bid security) will be discharged /returned upon the bidder executing the contract and after furnishing the Performance Security of requisite amount i.e. 2% of the estimated value of the rate contract (including Taxes).

2.7. ACCF's Right to Accept or Reject any or all Bids

- 2.7.1. ACCF reserves the right to accept or reject any bid and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for ACCF's action.

2.8. Signing of Contract

- 2.8.1. After financial evaluation, ACCF shall notify (Notice of Award) the successful bidder within the period of bid validity, that its bid has been accepted along with the contract forms as provided in the bidding documents in **Annexure-XV**, incorporating all agreements between the parties. The successful bidder, within 10 (ten) working days of receipt of the Notice of Award, shall furnish the performance security amount and sign the contract. In case the bidder is a proprietary firm it has to be signed by the Proprietor. In other cases, it has to be signed by the authorized signatory. In case of an authorised signatory signing the bid or the contract, the bidder has to submit the original Power of Attorney duly authorized for signing.

2.9. Performance Security

- 2.9.1 Within 10 (Ten) working days of the receipt of Notice of Award from the Purchaser, the successful bidder (Supplier) shall furnish the Performance Security and sign the contract. Total Performance Security shall be for an amount of 10% (Ten percent) of the order value (Including Tax). Out of this 10%, bidder is required to submit 2% Performance Security (of rate contract value) along with the agreement and balance 8% on receipt of every supply order value thereafter placed during the validity of rate contract period. Initial validity of 2% performance security shall be for 30 months and for 8% performance security, validity shall be 6 months beyond the warranty obligations. Format of Performance Security Bank Guarantee is given at **Annexure-XIV** and draft Purchase Order format is provided at **Annexure-XVI**.
- 2.9.2 However, if the supplier fails to execute the order or fails to perform the services as per the contract in addition to other penal actions, the performance security shall be liquidated & the amount shall be forfeited.
- 2.9.3 Failure of the successful bidder to comply with the requirement of Clause 2.8.1 & 2.9.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD (bid security), in which event ACCF may decide to award the contract to the next lowest evaluated bidder or call for new bids.

2.9.4. The proceeds of the Performance Security shall be taken by ACCF as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

2.9.5. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (i) Demand Draft or Bankers Cheque issued on any scheduled commercial bank in favour of Assam Cancer Care Foundation payable at Guwahati.
- (ii) Fixed Deposit Receipt with lien marked in favour of Assam Cancer Care Foundation.
- (iii) Bank Guarantee (in the prescribed proforma given at Annexure-XIV issued by any scheduled commercial bank having branch in Guwahati).

2.10. Delivery Schedule

2.10.1 ACCF shall place the Purchase Order for the estimated contracted quantity in installments (i.e. in a phased manner) as per the requirement and readiness of the site, over the period of contract.

2.10.2. The Supplier shall complete the delivery and installation of the entire ordered quantity (placed as and when required by ACCF) within the delivery period mentioned at Section-III: Schedule of Requirements, from the date of issue of Purchase Order.

2.11. Inspection and Testing

2.11.1 ACCF shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ACCF shall notify the Supplier in writing of the identity of any of its representatives for this purpose. The inspections and tests may be conducted on the premises of the supplier, at point of delivery and/or at the final destination of delivery.

2.12 Warranty

2.12.1. The supplier must warrant that the goods supplied under the contract are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier must further warrant that the goods supplied under the contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the ACCF's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods.

2.12.2. The warranty coverage shall be as per the period mentioned in the Technical Specification. ACCF shall notify the Supplier in writing of any claims arising under this warranty.

2.12.3. Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the ACCF for the replaced parts/goods thereafter.

2.12.4. If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, ACCF may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.

2.12.5. The warranty for defective parts will begin de novo from the date of replacement.

2.13. Reasonableness and Firmness of Contract Price:

2.13.1. The bidder shall certify that the rates quoted are not higher than the rate it has quoted and supplied to any institution in the country, for the same/equivalent item (make, model and specification).

2.13.2. During the period 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 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.

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

2.13.4. The Bidder(s) will not be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by them. The representation of any Bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

2.14. Attempt to Influence Tender Decisions

2.14.1 No bidder shall contact any official or representatives of ACCF other than in writing and as per the terms & conditions of this tender, on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a bidder to influence the bid evaluation, bid comparison or contract awarding decisions shall result in the rejection of the bid and debarment from participation in any bid issued by ACCF for a period of three years from the date of such debarment notice.

2.15. Statutory Taxes/ Duties

- 2.15.1. 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.
- 2.15.2. 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.
- 2.15.3. 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.

2.16. Penalty for Delay & Non-performance

- 2.16.1. The supply of entire quantity of the ordered item(s) has to be completed within the delivery period mentioned in the bid document/Purchase Order. In case of delay, penalty @ 2%(two percent) of delayed value of goods per week of delay or part thereof subject to maximum of 10%(ten percent) of the total order of value shall be imposed on the supplier.
- 2.16.2 Non-performance of the contract provisions may make the bidder liable to be disqualified to participate in any tender for the next 3 years, in addition to forfeiture of EMD / Performance Security and other penal provisions.

2.17. Payment Terms

- 2.17.1. ACCF shall make 100% Payment on production of the following documents.
- i) Installation Report (if applicable)
 - ii) Invoice in triplicate.
 - iii) Warranty Certificates.
 - iv) Original Challan Copy/ Acknowledgement of receipt of Goods.
 - v) Copy of Purchase order.

2.18. Fraud & Corruption

2.18.1 The Supplier shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices:-

- a) “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- b) “Fraudulent Practice” means misrepresentation or omission of facts in order to procure the contract.
- c) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of ACCF, designed to establish bid prices at artificial, non-competitive level.
- d) “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

2.18.2. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

2.19. Maintenance Contract

2.19.1 Assam Cancer Care Foundation (ACCF) will be taking the decision on whether to enter into AMC/CMC (Annual Maintenance Contract / Comprehensive Maintenance Contract) after completion of warranty period.

2.19.2 If AMC/CMC is entered into: The cost for AMC will be 2.5% and CMC would be 5.5% of purchase value (excluding GST) of the equipment.

2.19.3 Payments related to AMC/CMC, if entered into, will be made by the ACCF on half-yearly basis.

2.19.4 ACCF can terminate the AMC/CMC by giving a notice of at least two months.

SECTION-III

3. SCHEDULE OF REQUIREMENT

3.1. Item, Quantity, EMD and Processing Fee

(Amount in Rupees)

Sl No.	Name of Item	Qty. (Unit)	EMD (INR)	Tender Processing Fee
1.	Semi-Automatic Biochemistry Analyzer along with Dry bath incubator and Pippets	3	12000	2000/-
2	Centrifuge-brushless	3	3300	
3	5 part Hematology Analyzer with start-up reagents	3	48000	
4	Electrolyte Analyzer	3	12000	
5	100 ma Mobile Digital Radiography machine with DICOM printer	3	120000	

Note:

1. The Supplier shall be jointly and severally responsible for the warranty commitments of the items supplied throughout the warranty period, even if there is change in dealership during the above period.
2. The quantity mentioned is only a tentative requirement and may increase or decrease as per ACCF's requirement. The rates quoted should not vary with the quantum of the order or the destination.

3.2 Scope of Incidental Services:

- a) Certificate of Warranty (issued by the Manufacturer) are to be provided by the supplier.
- b) Installation and handing over

3.3. Delivery Terms & Conditions

1	Purchaser	Assam Cancer Care Foundation, Guwahati
2	Place of Delivery & Installation	Across all districts of Assam. Consignee address shall be mentioned in the issued Purchase Order.
3	Terms of Delivery	F.O.R. Destination

4	Delivery Period	Maximum 30 days from the date of issue of Purchase Order. However, for Barpeta DCC, equipment are required urgently, hence delivery required within 20 days from the date of Purchase Order.
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SECTION-IV

4. TECHNICAL SPECIFICATIONS

4.1 Semi-Automatic Biochemistry Analyzer along with Dry bath incubator and Pipets

Quoted Model No.:.....

Mfg by:

Technical Specifications
1. Analyzer should be microcontroller based semi-automated analyser to perform routine biochemistry tests (endpoint, fixed time & kinetic chemistries, multi standard curve calibration & memorisation) etc.
2. Must be open system.
3. Analyzer should have facility to select atleast 50 tests directly through key pad.
4. Analyzer should offer 200 or more user definable programmable parameters.
5. Analyzer should have 8 static interference filters (not filter wheel) with wavelength selectable from 340 - 670 n.m.
6. Analyzer should have programmable aspiration volume from 100 - 2997 µl.
7. Analyzer should have facility to store around 1000 test results in the memory and can recall stored test results in following formats i.e. ID wise, Date wise, Date & ID wise, Date and Test wise, Patient report with demographics.
8. Analyzer should have full-fledged QC menu to give daily & monthly QC with levy jennings graphs for three controls per test.
9. Analyzer should have flow cell with volume capacity of 20 µl or less and temperature selection settings programmable from 20°C - 40°C in steps of 1°C.
10. Analyzer should have facility to perform result recalculation facility soon after the abnormal kinetic tests gets completed.
11. Analyzer should be capable of performing coagulation assays like PT & APTT.
12. Analyzer should have provision to run 3 replicates each of standards & samples.
13. Analyzer should perform non-linear calibration with upto 10 standards.
14. Analyzer should have the provisions for 5 fixed calculations items.
15. Analyzer should have USB port facility to transfer test results from the analyzer directly to PC and as well as to external printer.
16. Fully Autoclavable Micro pipettes with 4 digit volume display (1 each) – 4 variable (0.5-10 µl), (2-20 µl), (10-100 µl), (100-1000 µl)
17. Universal Tips 500 - small and 500- big
18. A Dry bath Incubator should be supplied along with this. Specs are given below.
19. It should be CE approved
20. THE Start up kit along with calibrator and reagents for 50 samples for <i>Blood Urea, S. Creatinine, Uric Acid, Blood Sugar, S Bilirubin, Alkaline Phosphate, SGOT, SGPT, Amylase, Cholesterol, HDL, Triglyceride, Protein, Albumin, Calcium</i> should be supplied along with machine
21. Warranty: 2 years and 8 years AMC/CMC

Technical specifications- Hot air oven/Incubator	
Model Name:	
Make:	
Year of Introduction:	
Sr. No	Item Description
1	Specification: Table top.
2	Volume capacity: from 150-200 litres.
3	Temp: Ambient to more than 250 deg C.
4	Display: LED/LCD/touchscreen display with temperature monitoring.
5	Inner chamber: Stainless steel, grade 304.
6	Number of shelves: 3.
7	Tray: Chromium plated steel.
8	Door seal: Seasoned silicon rubber.
9	Display accuracy: ± 5 deg C.
10	Main body: Electro galvanized steel with white oven baked epoxy-polyster powder coated finish.
11	Input power requirements: 230 volts $\pm 10\%$, 50 Hz.
12	Electrical power consumption should not exceed 3000 W.
13	Should perform calibration of the equipment yearly during warranty and free service period. Testing and measuring equipment used for calibration of the same should be traceable to SI units through national/international standards.
	Warranty: 2 years

4.2 Centrifuge Machine-Brushless

Technical specifications- CENTRIFUGE	
Model Name:	
Make:	
Year of Introduction:	
Probable end of support:	
Sr. No	Technical specifications

1	Model	Centrifuge compact bench top model
	Description of Item	Minimum rotational speed 6000 rpm Minimum centrifugal force 5000 RCF
2	Biochemical Application	Serum & plasma separation
3	Digital display	Microprocessor controlled digital display for speed /time/ RCF
4	Capacity	400 ml or better and rotor is 16*15 ml with 4 ss reducer
		Brushless free induction drive
		Rubber inserts for 1.6 to 10 ml tubes
5	Features	Centrifuging chamber of stainless steel
		Power lid locking
		Quick entry foil key pad
		Easy exchangeable rotors
		Easy to read, digital display
		Easy entry of parameters
		Safety lid locking and holding during rotor run
		Lid dropping protection
		Imbalance switch off function
		Emergency lid lock release
		Motor overheating protection.
7	Calibration	Instruments should have calibration certificate confirming to NABL & should perform calibration every six months traceable to national standards.
	Warranty	: 2 years
	AMC	: 8 years after warranty

4.3 5-part Hematology Analyzer with start-up reagents

Technical specifications-CELL COUNTERS 5 PART	
Model Name:	
Make:	
Year of Introduction:	
Probable end of support:	
Sr. No	Technical specifications
1	Should be fully automated hematology analyser based on impedance and flow cytometry technology or equivalent . It should be capable of handling atleast 60 cbc samples per day.
2	Should give following parameters -

3	~ WBC,RBC, HgB, Hct, MCV, MCH,MCHC, RDW, PLT,MPV,PDW, NRBC percentage and absolute counts, NEUTROPHIL% & absolute counts, EOSINOPHIL% & absolute count, BASOPHIL% & #,MONOCYTE% & absolute count, LYMPHOCYTE% & absolute count with direct measurement of each leukocyte population.
5	Should have Automation System and be able to perform analysis in different modes such as CBC, CBC/Diff, .
7	Should have a positive tube identification with bar code be integrated at time of aspiration.
8	Should have the following minimum linearity range:
a	WBC: 0.02 to 400.00 x10 ³ CELLS/ μ L
b	RBC: 0.00 to 7.00 x10 ⁶ CELLS/ μ L
c	HGB: 0.00 to 22.0 g/dl
d	PLT: 5 to 3000.0 x10 ³ CELLS/ μ l
9	Should have a throughput of not less than 60 samples per hour in the CBC/Diff mode and should require not more than 200 μ l.
10	Should have system to avoid short sampling.
11	Should have minimum routine maintenance with automatic Electronic Aperture Cleaning after every cycle.
12	Must have bi-directional communication capability with laboratory information system.
13	Should have storage of atleast 10000 numeric patient results,5000 including graphics, unlimited number of user-definable and patient control files.
14	Equipment should be CE/IVD certified.
15	Should perform calibration of the equipment 6 monthly during warranty and free service period. Testing and measuring equipment used for calibration of the same should be traceable to SI units through national/international standards.
16	Should be supplied with UPS/stabiliser with appropriate capacity.
17	All reagents and quality control materials as power instrument manual and manufacturer policy should be quoted.
18	Please give Reagent Cost per reported sample considering daily testing of 20 samples. There will be one start/QC and one stop on daily basis in addition to above. Cost per cycle shall be strictly as per the machine operating manual. Cost of 1000 per reported sample shall be added to the equipment cost for comparison purpose. This per sample reported reagent cost shall be fixed for three years. Thereafter maximum 10% increase per annum shall be given. Company have to submit the CPRT matrix considering the above assumption
19	Latest PC configuration -Processor : One Intel Xeon Processor. Memory of 8 GB RAM, Hard Drive -500GB.
20	Interface software corresponding with the equipment with accessories.

21	HP Printer one per instrument.
22	Warranty: 2 years.
23	AMC: 8 years.
29	The Bidder should supply the start up kit along with reagents of 200 samples

4.4 Electrolyte Analyzer

1.	The Analyser should have option to measure. Blood/Serum/Plasma/Urine /and other biological fluid.
2.	The Analyser should be able to measure Na, K, Cl , Ca++/Li+ ,pH .
3.	Should have Integrated Pack to avoid Wastage Handling.
4.	Should have at least 100 Samples results Storage.
5.	Sample volume should be less than 120 ul.
6.	Should have economy mode to save Reagents Consumption.
7.	Should have In-Built Thermal Printer.
8.	Should have option to feed Patient Name and Patient ID.
9.	Should have Barcode Scanner (optional).
10.	Suitable UPS with maintenance free batteries of minimum one hour back up should be supplied with the system.
11.	Should be FDA or CE or BIS approved product.
12.	Reagents and calibrators for 200 samples
13.	Vendor have to share (in technical bid) the CPRT matrix for 1000 samples, considering 10 samples and 1 QC (Level 3) in a day . This will be added in the equipment price for price comparison. The Price of Reagents will be fixed for 2 years .
14.	Warranty: 2 years and 8 years AMC/CMC

4.5 100 ma Mobile DR with DICOM printer

Sr.No.	Technical Specifications
1	State of Art High frequency microprocessor controlled Portable X Ray system with integrated Computed Radiography system having following features:
2	Compact, lightweight, easily transportable mobile High Frequency X-Ray unit for bedside x-Ray rays, trauma, Intensive care units, Operation theatres and Radiology department.
3	The unit should be fully counter balanced and can be positioned to suit different bed heights. The unit should have facility of vertical swing and horizontal rotation of the tube head to ensure X- Ray of any anatomy even with in limited space.

4	The unit must have an effective braking system for parking and transport.
5	The exposure release switch should be detachable with a cord of sufficient length (at least 3 m)
6	The Generator:
A	Microprocessor controlled high frequency/inverter type of high frequency (80 KHz or more) for constant output.
B	It should have power rating of at least 4kW or more
C	It should have a digital display of mAs and kV.
A	KVrange: 40 kv to 100kVormore
B	mArange:10 mA to 100mAormore
C	KVselection: 40 kV to 100 kv, selectable in 1 kV steps
A	mAS selection: 0.1 to 250 mAS
B	It should have over loading protection.
C	It should have APR feature
7	X-RayTubeandCollimator:
8	Flat Panel Detector (FPD with TFT technology):
8.1.1	Single Wireless Flat Panel Detector system (FPD) of Size 14"x17" or more should be offered.
8.1.2	The Scintillator material of the detectors should be made up of Cesium Iodide and sensor with Thin Film Transistor (TFT) and Amorphous Silicon technology.
8.1.3	The detectors should be capable of doing out of bucky radiography and also Lateral supine Radiography must be possible.
8.1.4	The detectors offered should have on board memory capable of storing up to 100 images.
8.1.5	The detectors should have a minimum spatial resolution of 3 lp /mm or more.
8.1.6	Detector array Size: Should be a minimum of 2.3K x 2.8K pixels or higher.
8.1.7	Pixel Pitch: 150 microns or less.
8.1.8	A to D conversion: 16 bits.
8.1.9	The detector offered should be light in weight with less than 4 kgs, enabling ease of use for operations and easy positioning at the time of out of bucky exposures.
8.1.10	Images pre-viewing should be available within 5 secs after exposure and the cycle time should be less than 12 seconds.

8.1.11	The battery must be of latest Lithium Ion type. 2 Nos Batteries along with battery charger should be provided.
8.1.12	Detector offered should be capable of handling 150 or more exposures or 5 hours of operation in single full charge.
8.1.13	The detectors should have Automatic Exposure Detection as standard feature.
8.1.14	The detector should be able to work at normal room temperature and humidity. The detector system should not require frequent calibrations on daily start-up.
8.1.15	Offered detector should have load bearing capacity of 150 kgs or more.
9	Image Processing Console cum workstation:
9.1.1	The DR Console should be offered with display of 15" or more. Display should be mounted on the Mobile X-ray along with anti-theft device/locks.
9.1.2	Windows and Level Adjustments
9.1.3	Annotations must be possible
9.1.4	Previews of images should be available in about 5 Sec or less
9.1.5	Zooming, ROI, Image Cropping and grid removal function should be available.
9.1.6	Soft tissue processing must be possible
9.1.7	System should be offered with orthopedics measurement tools
9.1.8	Should offer capability of local image storage
9.1.9	Should be capable of connecting minimum of 2 Flat panels simultaneously
9.1.10	Should be capable of connecting directly to the Dry Laser printer
9.1.11	Should have capability to push images to location(s) of choice such as:
	Workstations
	PACS
	External Storage Devices
9.1.12	DICOM Printer should be supplied along with the machine with specs as given below.
10	Accessories – To be offered as standard:
10.1	Following accessories should be supplied with the machine at the time of installation.
10.2	Lead Apron 0.5mm Pb equivalent – 2 nos.
10.3	Gonad Shield – 2 nos.
11	OTHER REQUIREMENTS:

11.1	The offered detector (FPD) should be CE & USFDA Approved and the X-ray should be CE/BIS and AERB Type Approved.
11.2	Easy availability of spares in India.
11.3	Trained engineers to maintain and support the system.
11.4	All specifications to be provided with original product data sheet/catalogue.
11.5	Offered system should have 2 years warranty from date of installation.
12	Lead screen for patient safety-Mobile-1 nos
12.1	Lead aprons -light weight - 2 nos
13	Warranty 2 years and 8 yrs AMC/CMC

Specification of DICOM Printer:

SI	Item
	Latest USFDA/EU CE approved CR system compatible with standard x-ray machine consisting of digitizer, patient identification system, preview and processing server with workstation. Should have full DICOM 3.0 facility.
	CR system should have following essential features
1	<u>Processing server and workstation</u>
2	Workstation must be able to receive images from digitizer/Detector /Mobile DR without data loss.
3	It should be DICOM ready for send, receive and print facility protocol
4	It should be possible to multi-formatting the images on film for printing
5	19" LCD-LED Medical grade of 1.3 MP monitor for patient study management.
6	It should be latest i5/i7 processor with 1 TB HDD and cd/DVD Drive and USB . The original licensed operating system along with latest Microsoft office have to supplied .
7	It should be possible to write images on a CD and transfer images to pen drive/external hard disk
8	Should be ready to accept images from worklist and patient data and images from another RIS/HIS (DICOM protocol).
9	Should have black border facility

10	Should have software for printing and to create various film layouts and multiple formats on single film for optimum utilization of film and presentability. The capability to customize user defined number of formats and layouts on single film. There should be capability of printing the zoomed image along with the overview of the main image on the same film. There should be capability of printing multiple patient images on one film and multiple images of same patient on one film.
11	Other features –should include gray scale reversal, image flipping and rotating, image zooming, edge enhancement, latitude reduction, image noise reduction, gray scale saturation feedback.
12	There should be provision for adding markers.
13	The software must have dedicated paediatric image processing.
14	<u>Advanced QC viewer (DICOM workstation)</u> preferably with 19" LED medical grade 3 MP monitor-For reviewing of the images. It should be a separate module for being able to be kept away from the Digitizer/CR Reader in the room of choice. It should have following features.
15	Window levelling, annotation, printing, rotating, flipping, panning, zooming, all image post processing
16	Should have PACS/Hospital Information System (HIS) connectivity
17	There should be provision of adding markers on the film
18	It should be possible to write images on a CD
19	<u>Dry Imager (for film printing)</u>
20	The system should be supplied with dry imager (dry chemistry) with a spatial resolution of 300 ppi/dpi or more-1 no
21	It should have contrast resolution of 12 bits/pixel or more
22	It should have 3 online film sizes out of 8" X 10", 10" X 12", 11" X 14" , 14" x 14" and 14" X17". The image should preferable come with standard film sorter at the output for sorting the films based on modality concerned
23	It should have normal throughput of 60 films per hour for the largest size.
24	Access time for first film should be 90 seconds or less.
25	The imager should be DICOM compatible for receive, send and print facility.
26	The system should allow at least 1 sizes from 5 sizes to be loaded at any time. Printer status should be on display for any error status, etc.
27	The system should be supplied with dry imager (dry chemistry) with a spatial resolution of 300 ppi/dpi or more-1 no
28	System should be fully integrated with MRI,CT,X-ray system
29	<u>Interconnectivity</u>
30	Interconnectivity between various CR modules should be Ethernet based

31	<u>Scalability</u>
32	The CR system should have scope of adding advanced quality software for image processor, workstations connectivity to any DICOM archive or image management system (PACS)
33	<u>UPS and electricity</u>
34	The entire equipment should be supplied with UPS of the required rating and for at least 60 minutes backup for whole system. A separate 1 KVA UPS also to be supplied for workstation.
35	<u>Film s</u>
36	Two packets (min 50 films) of each fim size should be provided.
37	100 DVDs
38	Per film cost of each mentioned size (as above) should be quoted considering pack size of 50 films. For price comparison, cost 1000 films of 14" X 17", 200 films of 8" X 10", 500 films of 10" X 12", 500 films of 11" X 14", 500 films of 14" X 14" shall be added to the quoted equipment cost.Price of films shall be fixed for 2 years. Pack size of such films should not be more than 70 films.

SECTION-V

FORMS & FORMATS

ANNEXURE-I: DETAILS OF THE ITEM QUOTED

Tender No.: ACCF/RC/Lab Equip/2020-21/07

S. No.	Name of the item	Quoted (Yes/No)	Quoted Model No. and Mfg. name	Estimated Qty	EMD Amount
1	Semi-Automatic Biochemistry Analyzer along with Dry bath incubator and Pippets			3	
2	Centrifuge-brushless			3	
3	5 part Hematology Analyzer with start-up reagents			3	
4	Electrolyte Analyzer			3	
5	100 ma Mobile DR with DICOM printer			3	

Signature of the Bidder/Authorised Representative

ANNEXURE-II: BID FORM /COVERING LETTER

Date:

To
The Director
Assam Cancer Care Foundation,
Guwahati, Assam

Ref: **Tender No. ACCF/RC/LAB EQUIP/20-21/07**

Sir,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver following items in conformity with the tender terms and conditions at the rate as quoted in the Price Bid:

1.
2.
3.
4.

Pls mention the quoted products here. Alternative models are not allowed)

We undertake, if our bid is accepted, to commence delivery within the stipulated days and to complete delivery of all the items specified in the contract and to perform all the incidental services as per the rate contract from the date of issue of Purchase Order.

If our bid is accepted, we will provide required performance security amount within 10 (ten) days of receipt of Notice of Award and sign the contract.

We agree to abide by this bid during its validity period which is effective from date of opening of the bid (please specify the calculated date) and it shall remain binding upon us and may be extended with mutual consent at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that this is a rate contract (period as specified in the tender document) and ACCF reserves the right to vary the PO quantities and also not bound to place any purchase order.

Dated this.....day of

Signature
(In the capacity of)

Duly authorized to sign tender for and on behalf of

ANNEXURE-III: DETAILS OF PROCESSING FEE & EMD SUBMITTED

Details of Tender Processing Fee and EMD Submitted

Item name	Amount	Details of remittance
Tender Processing Fee		Mode of Payment: Online/DD No..... Issuing Bank..... Date of issue.....
EMD		Mode of Payment: Online/DD/BG No..... Issuing Bank..... Date of issue.....

Signature of the Bidder/ Authorised Representative

ANNEXURE-IV: FORMAT FOR POWER OF ATTORNEY

Format for Power of Attorney for Signing of Application
(On a non-judicial stamp paper of Rs 100/- and duly attested by Notary Public)

Power of Attorney

We, (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender No: **ACCF/RC/LAB EQUIP/20-21/07 “RATE CONTRACT OF Laboratory and Digital X-ray equipment”** including signing and submission of all documents and providing information to ACCF and its officials or representatives, representing us in all matters, and generally dealing with the ACCF management in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 200_

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date : _____

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
3. In case the Application is executed outside India, the Applicant has to get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.
4. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

ANNEXURE-V: MANUFACTURER'S AUTHORIZATION LETTER

(issued by the Manufacturer on its letterhead)

To,

**Director
Assam Cancer Care Foundation
Guwahati (Assam)**

Tender No. _____
For supply of _____

Respected Sir,

We _____ who are established and reputable manufacturers of _____ having factories at _____ registered office at _____ possessing _____ manufacturing License No. _____ dated _____ Valid _____ up to _____ hereby authorize _____ (name and address of the firm), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

1.

We hereby certify that the EQUIPMENT / spare parts do not contain any recycled or reconditioned parts or components

We hereby extend our full guarantee/warranty and AMC/CMC as per clauses of contract for the goods offered for supply against this Invitation for Bid by the above firm. In case, warranty/AMC/CMC is/are not honored by our authorized agent (Or in case of change of authorized agent) , we will be liable to make good of it and shall provide all the services under warranty or AMC or CMC, as the case may be. In case of failure of providing after sales services either by authorized agent or by us, we will also be liable for penalty/penalize actions as per the conditions of above bid document.

(Attach Separate sheet if necessary)

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM :

ANNEXURE-VI: TURNOVER STATEMENT

ANNUAL TURNOVER STATEMENT

(In the letterhead of the CA Firm)

The Annual Turnover of M/s_____ for the past two financial years are given below and certified that the figures as given below are in agreement with the audited statement of accounts and statutory returns (Income Tax & GST) and are true and correct.

Sl. No	Financial Year	Turnover (Rs. in lakhs)
1	2018-19	
2	2019-20	
Average Annual Turnover in last two years		

The Average Annual Turnover in last two financial years is Rupees.....(in words)

Date:
Place:

Signature of Auditor/ Chartered Accountant
(With Official Seal)

UIDN: xxxxxxxxxxxxxxxx
FRN:

ANNEXURE-VII: TECHNICAL SPEC COMPLIANCE STATEMENT

TECHNICAL SPECIFICATION COMPLIANCE STATEMENT

Item No. 1: Semi-Automatic Biochemistry Analyzer, Model No.....(Pls mention quoted model name/no.)

<u>Technical specifications- Hot air oven/Incubator</u>		<u>Compliance</u>
Model Name:		
Make:		
Year of Introduction:		
Sr. No	Item Description	
1	Specification: Table top.	
2	Volume capacity: from 150-200 litres.	
3	Temp: Ambient to more than 250 deg C.	
4	Display: LED/LCD/touchscreen display with temperature monitoring.	
5	Inner chamber: Stainless steel, grade 304.	
6	Number of shelves: 3.	
7	Tray: Chromium plated steel.	
8	Door seal: Seasoned silicon rubber.	
9	Display accuracy: ± 5 deg C.	
10	Main body: Electrogalvanised steel with white oven baked epoxy-polyster powder coated finish.	
11	Input power requirements: 230 volts $\pm 10\%$, 50 Hz.	
12	Electrical power consumption should not exceed 3000 W.	
13	Should perform calibration of the equipment yearly during warranty and free service period. Testing and measuring equipments used for calibration of the same should be traceable to SI units through national/international standards.	
	Warranty: 2 years	

Item No. 2: Centrifuge Machine-Brushless

Technical specifications- CENTRIFUGE			Compliance
Model Name:			
Make:			
Year of Introduction:			
Probable end of support:			
Sr. No	Technical specifications		
1	Model	Centrifuge compact bench top model	
	Description of Item	Minimum rotational speed 6000 rpm Minimum centrifugal force 5000 RCF	
2	Biochemical Application	Serum & plasma separation	
3	Digital display	Microprocessor controlled digital display for speed /time/ RCF	
4	Capacity	400 ml or better and rotor is 16*15 ml with 4 ss reducer	
		Brushless free induction drive	
		Rubber inserts for 1.6 to 10 ml tubes	
5	Features	Centrifuging chamber of stainless steel	
		Power lid locking	
		Quick entry foil key pad	
		Easy exchangeable rotors	
		Easy to read, digital display	
		Easy entry of parameters	
		Safety lid locking and holding during rotor run	
		Lid dropping protection	
		Imbalance switch off function	
		Emergency lid lock release	
		Motor overheating protection.	
7	Calibration	Instruments should have calibration certificate confirming to NABL & should perform calibration every six months traceable to national standards.	
	Warranty	: 2 years	
	AMC	: 8 years after warranty	

Item No. 3: 5 part Hematology Analyzer with start-up reagents

Technical specifications-CELL COUNTERS 5 PART		Compliance
Model Name:		
Make:		
Year of Introduction:		
Probable end of support:		
Sr. No	Technical specifications	
1	Should be fully automated hematology analyser based on impedance and flow cytometry technology or equivalent . It should be capable of handling atleast 60 cbc samples per day.	
2	Should give following parameters -	
3	~ WBC,RBC, HgB,Hct,MCV,MCH,MCHC, RDW, PLT,MPV,PDW, NRBC percentage and absolute counts,NEUTROPHIL% & absolute counts,EOSINOPHIL% & absolute count,BASOPHIL% & #,MONOCYTE% & absolute count, LYMPHOCYTE% & absolute count with direct measurement of each leukocyte population.	
5	Should have Automation System and be able to perform analysis in different modes such as CBC, CBC/Diff, .	
7	Should have a positive tube identification with bar code be integrated at time of aspiration.	
8	Should have the following minimum linearity range:	
a	WBC: 0.02 to 400.00 x10 ³ CELLS/μL	
b	RBC: 0.00 to 7.00 x10 ⁶ CELLS/μL	
c	HGB: 0.00 to 22.0 g/dl	
d	PLT: 5 to 3000.0 x10 ³ CELLS/μl	
9	Should have a throughput of not less than 60 samples per hour in the CBC/Diffmode and should require not more than 200μl.	
10	Should have system to avoid short sampling.	
11	Should have minimum routine maintenance with automatic Electronic Aperture Cleaning after every cycle.	
12	Must have bi-directional communication capability with laboratory information system.	
13	Should have storage of atleast 10000 numeric patient results,5000 including graphics, unlimited number of user-definable and patient control files.	
14	Equipment should be CE/IVD certified.	
15	Should perform calibration of the equipment 6 monthly during warranty and free service period. Testing and measuring equipment used for calibration of the same should be traceable to SI units through national/international standards.	

16	Should be supplied with UPS/stabiliser with appropriate capacity.	
17	All reagents and quality control materials as per instrument manual and manufacturer policy should be quoted.	
18	Please give Reagent Cost per reported sample considering daily testing of 20 samples. There will be one start/QC and one stop on daily basis in addition to above. Cost per cycle shall be strictly as per the machine operating manual. Cost of 1000 per reported sample shall be added to the equipment cost for comparison purpose. This per sample reported reagent cost shall be fixed for three years. Thereafter maximum 10% increase per annum shall be given. Company have to submit the CPRT matrix considering the above assumption	
19	Latest PC configuration -Processor : One Intel Xeon Processor. Memory of 8 GB RAM, Hard Drive -500GB.	
20	Interface software corresponding with the equipment with accessories.	
21	HP Printer one per instrument.	
22	Warranty: 2 years.	
23	AMC: 8 years.	
29	The Bidder should supply the start up kit along with reagents of 200 samples	

Item No. 4: Electrolyte Analyzer

Quoted Model No.:

Manufacture name:

Technical Specifications	Compliance
1. The Analyser should have option to measure. Blood/Serum/Plasma/Urine /and other biological fluid.	
2. The Analyser should be able to measure Na, K, Cl, Ca ⁺⁺ /Li ⁺ , pH .	
3. Should have Integrated Pack to avoid Wastage Handling.	
4. Should have at least 100 Samples results Storage.	
5. Sample volume should be less than 120 ul.	
6. Should have economy mode to save Reagents Consumption.	
7. Should have In-Built Thermal Printer.	
8. Should have option to feed Patient Name and Patient ID.	
9. Should have Barcode Scanner (optional).	
10. Suitable UPS with maintenance free batteries of minimum one hour back up should be supplied with the system.	
11. Should be FDA or CE or BIS approved product.	
12. Reagents and calibrators for 200 samples	

13. Vendor have to share (in technical bid) the CPRT matrix for 1000 samples, considering 10 samples and 1 QC (Level 3) in a day . This will be added in the equipment cost for price comparison. The Price of Reagents will be fixed for 2 years.	
14. Warranty: 2 years and 8 years AMC/CMC	

Item No. 5: 100 ma Mobile DR with DICOM printer

Quoted Model No.:.....

Manufacturer :.....

Specifications of Mobile X-ray Machine (100mA) with Flat Panel Detector (FPD) System.		
Sr.No.		Bidder Compliance Y/N
1	State of Art High frequency microprocessor controlled Portable X Ray system with integrated Computed Radiography system having following features:	
2	Compact, lightweight, easily transportable mobile High Frequency X-Ray unit for bedside x-Ray rays, trauma, Intensive care units, Operation theatres and Radiology department.	
3	The unit should be fully counter balanced and can be positioned to suit different bed heights. The unit should have facility of vertical swing and horizontal rotation of the tube head to ensure X- Ray of any anatomy even with in limited space.	
4	The unit must have an effective braking system for parking and transport.	
5	The exposure release switch should be detachable with a cord of sufficient length (at least 3 m)	
6	The Generator:	
A	Microprocessor controlled high frequency/inverter type of high frequency (80 KHz or more) for constant output.	
B	It should have power rating of at least 4kW or more	
C	It should have a digital display of mAs and kV.	
A	KVrange: 40 kv to 100kVormore	
B	mARange:10 mA to 100mAormore	
C	KVselection: 40 kV to 100 kv, selectable in 1 kV steps	
A	mAS selection: 0.1 to 250 mAS	
B	It should have over loading protection.	

C	It should have APR feature	
7	X-RayTubeandCollimator:	
8	Flat Panel Detector (FPD with TFT technology):	
8.1.1	Single Wireless Flat Panel Detector system (FPD) of Size 14"x17" or more should be offered.	
8.1.2	The Scintillator material of the detectors should be made up of Cesium Iodide and sensor with Thin Film Transistor (TFT) and Amorphous Silicon technology.	
8.1.3	The detectors should be capable of doing out of bucky radiography and also Lateral supine Radiography must be possible.	
8.1.4	The detectors offered should have on board memory capable of storing up to 100 images.	
8.1.5	The detectors should have a minimum spatial resolution of 3 lp /mm or more.	
8.1.6	Detector array Size: Should be a minimum of 2.3K x 2.8K pixels or higher.	
8.1.7	Pixel Pitch: 150 microns or less.	
8.1.8	A to D conversion: 16 bits.	
8.1.9	The detector offered should be light in weight with less than 4 kgs, enabling ease of use for operations and easy positioning at the time of out of bucky exposures.	
8.1.10	Images pre-viewing should be available within 5 secs after exposure and the cycle time should be less than 12 seconds.	
8.1.11	The battery must be of latest Lithium Ion type. 2 Nos Batteries along with battery charger should be provided.	
8.1.12	Detector offered should be capable of handling 150 or more exposures or 5 hours of operation in single full charge.	
8.1.13	The detectors should have Automatic Exposure Detection as standard feature.	
8.1.14	The detector should be able to work at normal room temperature and humidity. The detector system should not require frequent calibrations on daily start-up.	
8.1.15	Offered detector should have load bearing capacity of 150 kgs or more.	
9	Image Processing Console cum workstation:	

9.1.1	The DR Console should be offered with display of 15" or more. Display should be mounted on the Mobile X-ray along with anti-theft device/locks.	
9.1.2	Windows and Level Adjustments	
9.1.3	Annotations must be possible	
9.1.4	Previews of images should be available in about 5 Sec or less	
9.1.5	Zooming, ROI, Image Cropping and grid removal function should be available.	
9.1.6	Soft tissue processing must be possible	
9.1.7	System should be offered with orthopedics measurement tools	
9.1.8	Should offer capability of local image storage	
9.1.9	Should be capable of connecting minimum of 2 Flat panels simultaneously	
9.1.10	Should be capable of connecting directly to the Dry Laser printer	
9.1.11	Should have capability to push images to location(s) of choice such as:	
	Workstations	
	PACS	
	External Storage Devices	
9.1.12	DICOM Printer should be supplied along with the machine with below mentioned specs	
10	Accessories – To be offered as standard:	
10.1	Following accessories should be supplied with the machine at the time of installation.	
10.2	Lead Apron 0.5mm Pb equivalent – 2 nos.	
10.3	Gonad Shield – 2 nos.	
11	OTHER REQUIREMENTS:	
11.1	The offered detector (FPD) should be CE & USFDA Approved and the X-ray should be CE/BIS and AERB Type Approved.	
11.2	Easy availability of spares in India.	
11.3	Trained engineers to maintain and support the system.	
11.4	All specifications to be provided with original product data sheet/catalogue.	
11.5	Offered system should have 2 years warranty from date of installation and CMC to be quoted separately thereafter.	
12	Lead screen for patient safety-Mobile-1 nos	
12.1	Lead aprons -light weight - 2 nos	
13	Warranty 2 years and 8 yrs AMC/CMC	

Specifications of DICOM Printer:

Sl	Specification of DICOM Printer	Compliance
	Latest USFDA/EU CE approved CR system compatible with standard x-ray machine consisting of digitizer, patient identification system, preview and processing server with workstation. Should have full DICOM 3.0 facility.	
	CR system should have following essential features	
1	<u>Processing server and workstation</u>	
2	Workstation must be able to receive images from digitizer/Detector /Mobile DR without data loss.	
3	It should be DICOM ready for send, receive and print facility protocol	
4	It should be possible to multi-formatting the images on film for printing	
5	19" LCD-LED Medical grade of 1.3 MP monitor for patient study management.	
6	It should be latest i5/i7 processor with 1 TB HDD and cd/DVD Drive and USB . The original licensed operating system along with latest Microsoft office have to supplied .	
7	It should be possible to write images on a CD and transfer images to pen drive/external hard disk	
8	Should be ready to accept images from worklist and patient data and images from another RIS/HIS (DICOM protocol).	
9	Should have black border facility	
10	Should have software for printing and to create various film layouts and multiple formats on single film for optimum utilization of film and presentability. The capability to customize user defined number of formats and layouts on single film. There should be capability of printing the zoomed image along with the overview of the main image on the same film. There should be capability of printing multiple patient images on one film and multiple images of same patient on one film.	
11	Other features –should include gray scale reversal, image flipping and rotating, image zooming, edge enhancement, latitude reduction, image noise reduction, gray scale saturation feedback.	
12	There should be provision for adding markers.	
13	The software must have dedicated paediatric image processing.	

14	<u>Advanced QC viewer (DICOM workstation)</u> preferably with 19" LED medical grade 3 MP monitor-For reviewing of the images. It should be a separate module for being able to be kept away from the Digitizer/CR Reader in the room of choice. It should have following features.	
15	Window levelling, annotation, printing, rotating, flipping, panning, zooming, all image post processing	
16	Should have PACS/Hospital Information System (HIS) connectivity	
17	There should be provision of adding markers on the film	
18	It should be possible to write images on a CD	
19	<u>Dry Imager (for film printing)</u>	
20	The system should be supplied with dry imager (dry chemistry) with a spatial resolution of 300 ppi/dpi or more-1 no	
21	It should have contrast resolution of 12 bits/pixel or more	
22	It should have 3 online film sizes out of 8" X 10", 10" X 12", 11" X 14" , 14" x 14" and 14" X17". The image should preferable come with standard film sorter at the output for sorting the films based on modality concerned	
23	It should have normal throughput of 60 films per hour for the largest size.	
24	Access time for first film should be 90 seconds or less.	
25	The imager should be DICOM compatible for receive, send and print facility.	
26	The system should allow at least 1 sizes from 5 sizes to be loaded at any time. Printer status should be on display for any error status, etc.	
27	The system should be supplied with dry imager (dry chemistry) with a spatial resolution of 300 ppi/dpi or more-1 no	
28	System should be fully integrated with MRI,CT,X-ray system	
29	<u>Interconnectivity</u>	
30	Interconnectivity between various CR modules should be Ethernet based	
31	<u>Scalability</u>	
32	The CR system should have scope of adding advanced quality software for image processor, workstations connectivity to any DICOM archive or image management system (PACS)	
33	<u>UPS and electricity</u>	
34	The entire equipment should be supplied with UPS of the required rating and for at least 60 minutes backup for whole system. A separate 1 KVA UPS also to be supplied for workstation.	
35	Films	

36	Two packets (min 50 films) of each film size should be provided.	
37	100 DVDs	
38	Per film cost of each mentioned size (as above) should be quoted (in technical bid) considering pack size of 50 films. For price comparison, cost 1000 films of 14" X 17", 200 films of 8" X 10", 500 films of 10" X 12", 500 films of 11" X 14", 500 films of 14" X 14" shall be added to the quoted equipment cost. Price of films shall be fixed for 2 years. Pack size of such films should not be more than 70 films.	
39	Warranty: 2 years and AMC/CMC 8 years	

Signature of the Bidder/Authorised Representatives

ANNEXURE-VIII: FORMAT FOR PERFORMANCE STATEMENT

PERFORMANCE STATEMENT

(For the period of last thirty-six months as on due date of submission of the Bid)

Tender No: **ACCF/RC/LAB EQUIP/20-21/07**

Name and address of the Bidder:

Order placed by (full address of Purchaser with phone number)	Order number and date ¹	Description and quantity of ordered goods.	Value of Order ² (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay, if any
				As per contract	Actual	

Signature and Seal of the Bidder

¹ Bidder must submit the Supply Order/ PO copy.

² Value is inclusive of Taxes

ANNEXURE-IX: UNDERTAKINGS BY THE BIDDER

UNDERTAKINGS BY THE BIDDER *(To be typed on letterhead of the bidder)*

To
The Director
Assam Cancer Care Foundation
Guwahati, Assam

Ref: Tender No._ **ACCF/RC/LAB EQUIP/20-21/07**

Sir,

I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned in the bid document and undertake to comply with all that including the terms and conditions as given below:

- a) The rate(s) quoted by me/us are valid and binding on me/us for acceptance for the entire contract period and which is at par or lower than the rate quoted by us for any institution in India.
- b) The supply shall be completed as per the direction given in supply order within the stipulated delivery period failing which we shall be liable for the delay penalty.
- c) The articles shall be strictly as per specification and of the best quality as per requirement of ACCF. The decision of ACCF as regards to the quality and specification of article shall be final and binding on me/us.
- d) We understand that ACCF may place order(s) for supply without entering into the formal contract to expedite the supply and contract can be signed at a later date. ACCF may deduct the Performance Security Amount from the payment due to supplier.
- e) The supplied goods shall be covered under warranty. In case of any defect reported, the same shall be replaced or repaired as per the warranty terms.
- e) We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited.

- f) We agree to accept the amount of the bill to be paid by ACCF after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
- g) We shall strictly observe the laws against fraud and corruption in force in the country in competing in this bid and, if the award is made to us, in executing the subject contract.

SIGNATURE. :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF
THE FIRM :

SEAL :

ANNEXURE-X: NON-BLACKLISTING DECLARATION

DECLARATION

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

Tender Ref No:

For supply of.....

- 1 Name of the bidder
- 2 Full Postal Address
- 3 Telephone No./Fax No.
- 4 Email address
- 5 Date of inception of business
- 6 Registration no. & Date
- 7 Issued by
- 8 Valid till
- 9 Details of manufacturing Facility & installed capacity (applicable for manufacturer bidder)
- 10 I/ We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.
- 11 There is no vigilance/anti-corruption or court case pending against me/us or any one of our director/partner/trustee/ at the moment.
- 12 There are ready stock of at least 15 units of the quoted item with me/us and I/we can complete the supply within due date if the contract shall be awarded to us.

I, _____ Proprietor/ Partner /Director of M/s
_____ hereby declare that the
information given in this form is true and correct to the best of my knowledge & belief. I/we agree

to the ACCF forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period up to 5 years, if any information furnished by us proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

I offer to supply the items mentioned in the price bid (enclosed separately) at the rates quoted therein within the contract period.

Dated:

Signature

Name of the bidder

Address

ANNEXURE-XI: PRICE BID FOR REFERENCE

PRICE BID FORMAT

(To be Submitted online on <https://accf.procure247.com/>)

Tender No: ACCF/RC/LAB EQUIP/20-21/07

Sl. No.	Make & Model of the item quoted by the Bidder	Country of Origin	Base Price per unit (inclusive of transportation, insurance and other incidentals) (in Rs)	Taxes (GST)		Total Unit Price including tax
1	2	3	4	%	5 Amount	6=4+5
1						

Signature of bidder

Date:

Place:

Name

Business Address

NOTE:

- Prices are FOR Destination.
- Bidder is not allowed to make any changes in the format.
- Bidder is not allowed to propose options/alternative bids.
- Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC)

- Assam Cancer Care Foundation (ACCF) shall be the Consignee (Ship to Party) and will take decision on whether to enter into AMC/CMC (Annual Maintenance Contract / Comprehensive Maintenance Contract) after completion of warranty period.
- If AMC/CMC is entered into: The cost for AMC will be 2.5% and CMC would be 5.5% of purchase value of the equipment.
- Payments related to AMC/CMC, if entered into, will be made by the ACCF to Supplier directly and Purchaser will not be involved.
- ACCF can terminate the AMC/CMC by giving a notice of at least two months.

ANNEXURE-XII: CHECKLIST FOR TECHNICAL BID

Technical Bid Checklist

Pls ensure to submit following documents along with the technical bid:

Sl. No	Document	Page
1	NEFT/RTGS/DD towards the cost of Tender Processing Fee.	
2	Annexure-I: List of quoted items (s)	
3	Annexure-II: Bid Form/Covering Letter	
4	Annexure-III: Details of item wise EMD submitted	
5	Annexure-IV: Power of Attorney to sign the bid	
6	Annexure-V: Manufacturing Authorization Certificate	
6	Annexure-VI: Turnover Statement duly certified by the Auditor/Chartered Accountant in the format	
7	Document of Incorporation or Certificate of Registration / Incorporation.	
8	Self-Certified copy of the GST Registration Certificate & PAN	
9	Original literature/ or brochure on the model released/ issued by the manufacturer on the item offered in the bid	
10	Annexure-VII: Technical Specification Compliance Statement	
11	Annexure-VIII: Performance Statement	
12	Annexure-IX: Undertakings by Bidder	
13	Annexure-X: Undertaking for non-blacklisting	
14	EMD Payment Instrument, if paid in form of BG/FDR	
15	Annexure-XII: Checklist	

ANNEXURE-XIII: EMD (BID SECURITY) FORM (BANK GUARANTEE)

To
The Director
Assam Cancer Care Foundation
Guwahati, Assam

Whereas..... [name of bidder] (hereinafter called “the bidder”) has submitted his tender dated (date) for the supply of.....(hereinafter called “the bid”).

KNOW ALL MEN by These Presents that we of having registered office at (hereinafter called “the bank”) are bound up to ACCF, Guwahati (hereinafter call “the purchaser”) in the sum of for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said bank this day of, 2019.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - (a) fails or refuses to execute the contract form, if required or;
 - (b) fails or refuses to furnish the Performance Security, in accordance with the clauses of the tender.

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

This guarantee will remain in force up to and including 20 (Twenty) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank

Seal

Date.....

Place.....

Witness.....

(signature, name and address)

ANNEXURE-XIV: PERFORMANCE SECURITY BANK GUARANTEE FORMAT

To
The Director
Assam Cancer Care Foundation
Guwahati, Assam

Whereas.....(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No.....dated.....2020 to supply (description of goods and services (hereinafter called “the contract”).

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations 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), such sum being payable in the types and proportions of currencies in which the contract price is payable, 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 will remain in force up to 30 months from the date of Notification of Award or from the signing of Contract Agreement whichever is later or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank

Seal

Date.....

Place.....

Witness.....

.....
(signature, name and address)

ANNEXURE-XV: DRAFT CONTRACT FORM

(To be stamped as an agreement in the court stamp paper valued Rs. 100/-)

This agreement made theday of..... 2020 between ACCF, Guwahati (hereinafter “the purchaser”) of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter “the supplier”) of the other part.

Whereas the purchaser is desirous that certain goods and ancillary services, viz. (brief description of goods and services) and has accepted the bid by the supplier for supply of those goods and services in the sum of (contract price in words and figures) (hereinafter “the contract price”) during the period of the contract.

Supplier has agreed to submit Performance Security (2% of total Rate Contract Value + 8% of PO value placed time to time thereafter).

And whereas the Supplier has deposited a sum of Rs/- (Rupees), in the form of Bank Guarantee, issued form having branch at Guwahati, before signing of this agreement as partial performance security deposit which is equivalent to 2% of Rate Contract value.

Now this Agreement witnesses as follows:

01. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - (a) the Technical Specifications,
 - (b) the Terms and Conditions of the Tender Document
 - (c) the Supplier’s bid and original Price Schedules and
 - (d) the Purchaser’s Notification of Award
02. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the balance performance security, goods, services and to remedy defects therein in conformity in all respects with the provisions of the contract.
03. The purchaser hereby covenants to pay 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. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

SL. No.	Brief description of goods	Estimated Quantity	Unit price excluding GST	Delivery terms (FOB/CIF/FOR etc.)

04. **Contract Period:**

The contract shall remain valid for a period of one year (or 12 months) from the date of signing of this contract. The Purchaser shall have liberty to issue purchase order to the supplier anytime during the rate contract period and the supplier hereby agrees to fulfill all its obligation so far it relates to the supply and installation of the ordered item of required specification and quantity.

05. **Penalty for Delay & Non-performance:**

- a) The supply of entire ordered quantity in each occasion has to be completed within the delivery period as mentioned in the bid document/Purchase Order. In case of delay, penalty @ 2% (two percent) of delayed value of goods per week of delay or part thereof subject to maximum of 10% (ten percent) of the total value of the order shall be imposed on the supplier.
- b) Non-performance of the contract provisions may make the bidder liable to be disqualified to participate in any tender for the next 3 years, in addition to forfeiture of EMD / Performance Security and other penal provisions.

06. **Force Majeure:**

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the supplier the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material, etc.

07. **Termination of Contract:**

ACCF reserves the right to terminate the contract premature either in case of non-performance by the supplier or sue moto by giving one month notice period. In case of termination arising out of non-performance by the Supplier, the Purchaser (i.e. ACCF) reserves the right for

forfeiture of performance bank security in addition to other measures including legal recourses available under the law of the land..

08. Settlement of Disputes:

Any dispute arising out of or during execution of the contract shall be settled mutually. In the event, no amicable resolution or settlement is reached within a period of 45 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended Act 2015).

Arbitration shall be held in Guwahati, Assam. The proceedings of the arbitration shall be in the English language. The Arbitrator's award shall be final and binding on the parties

09. Laws Governing the Contract & Jurisdiction:

The contract shall be interpreted in accordance with the laws in force in India. All disputes shall be subject to the jurisdiction of appropriate court situated at Guwahati.

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 purchaser)
in the presence of

Signed, sealed and delivered by the said (for the supplier)
in the presence of.....