ONLINE TENDER FOR ENTERING INTO RATE CONTRACT FOR SUPPLY OF MEDICAL EQUIPMENT

(NATIONAL COMPETITIVE BIDDING)

Tender ref No: ACCF/MEDEQUIPMENT/19-20/01 **Date: February 9, 2020**

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
info@accf.in |W: www.assamcancercarefoundation.org

ASSAM CANCER CARE FOUNDATION (ACCF)
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,
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Tender No: ACCF/MEDEQUIPMENT/19-20/01 Date: February 9, 2020

Tender Schedule	
Date of start of issue of the Tender	9th February 2020
Pre-Bid Meeting	14th February 2020 at 4PM/Skype (ID will be shared in ACCF Website)
Last date and time of bid submission (Online)	2nd March 2020 till 11:59 PM
Bid Opening Date (online & offline opening)	3rd March 2020 at 11:00 AM
Last date and time of submission of Bid (Financial & Technical) in hardcopy	2nd March 2020 till 17:30 PM
Address for Communication	ASSAM CANCER CARE FOUNDATION 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91-90852 02020 E: info@accf.in | W: www.assamcancercarefoundation.org
Tender Processing Fee(non-refundable)	Rs 5000/-(Rupees Five Thousand) only in the form of Demand Draft/NEFT/RTGS in favour of "Assam Cancer Care Foundation" Account No. 37754113832, IFSC: SBIN0003030

INSTRUCTIONS TO BIDDERS ON E-TENDERING

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

Purchase and Downloading of Tender Document

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

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.

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1. INSTRUCTION TO APPLICANT (BIDDER)

1.1 SUBMISSION OF PROPOSAL (BID)

1.1.1 Online tenders in Two Bid System (I.e. Technical Bid & Price Bid) are invited from eligible manufacturers or authorized distributors or dealers for entering into 6 months rate contract for "Supply of Medical Equipment" to ACCF Cancer Care Centers in Assam.

1.1.2 Bidders shall also submit the hardcopy of their Technical Bid (only) along with EMD and Tender Processing Fee (if not paid online) on or before the scheduled date as indicated in the Tender Schedule at page no. 3 above. The bidders can submit the technical bid (hardcopy) either through courier or by hand (with acknowledgement) in the address given below:
To
The Director,
ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road,
Opp. Down Town Hospital, Guwahati-781022, Assam.
1.1.3 The documents in the technical bid should be serially numbered and indexed and sealed in a cover/envelop. The technical bid cover should be superscripted as "FINANCIAL BIDS FOR ENTERING INTO A RATE CONTRACT FOR MEDICAL EQUIPMENT" & "TENDER REFERENCE NO….." along with address of the Bidder.
1.1.4 Non-receipt of technical bid (hardcopy) within due date and time shall render the tender invalid and liable for rejection.

1.2 IMPORTANT NOTES

1.2.1 The bidder shall quote prices in Indian Rupees only for the item(s) it chooses to bid. Bidder can bid for only those item(s), which is either manufactured by it or authorised by the manufacturer to bid for it. *An eligible party (bidder) can bid for all or any number of items of its choice.*

1.2.2 Delivery of the ordered items shall be at the designated ACCF Cancer Care Centers in Assam. Price shall be all inclusive up to the point of delivery.

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

1.2.4. A Pre-bid meeting with the prospective bidders shall be held as indicated in the tender schedule provided above.

1.2.5. During the course of pre- bid meeting, the prospective bidders are free to seek clarifications and make suggestions for consideration of Purchaser i.e. ACCF management. The Management of ACCF shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

1.2.6. Any amendment or clarifications, arising out of the pre- bid meeting, shall be uploaded on https://accf.procure247.com and www.assamcancercarefoundation.org . No public or separate communication shall be sent to prospective bidders in this regard.

1.2.7. There is no guarantee on the quantity of the items to be supplied during the tenure of any contract arising out of this tender. The successful bidder(s) will be called upon to supply one or more items in such quantities as would be required from time to time during the contract period.

1.2.8. **List of Requirements and EMD:** The EMD amount shall depend on the item(s) the bidder chooses to participate. The EMD amount for each item is given as below:

Item No.	Name of Item	Approx. Qty* for Diphu and Dibrugarh Centers	Approx. Qty for Silchar Day care Centre	EMD Amount
1	Infusion pumps	15	1	13000
2	Syringe pumps	15	8	14000
3	Patient monitor	44	3	61000
4	ECG	2	1	7000
5	Defibrillator	2	1	15000
6	Portable ventilator	2	0	20000
7	Pulse Oxymeter	4	0	1500
8	Portable suction machine - high vac	3	1	2500
9	Vertical Autoclave	2	1	100000
10	Oxygen cylinders with flow meters	8	3	45000
11	Biosafety Cabinet	2	1	20000

At present, these quantities are for ACCF Cancer Care Centers at Dibrugarh, and Diphu which are required to be supplied within two weeks from the date of placement of purchase order. For other center(s), supply period is 6 weeks from the date of placement of purchase order(s), if any. Bidders are required to quote for all quantities for an item (i.e. not center wise).

1.3. BID VALIDITY AND CONTRACT PERIOD

1.3.1 The bid shall remain valid for a minimum period of 180 days from the date of opening of the Technical Bid (as per NIT), any bid with a shorter bid validity shall be liable for rejection. The Management of ACCF may, if required, seek an extension of the bid validity period with the consent of the bidders.

1.3.1 The contract with the successful bidder shall be for a period of *Six (6) months* from the date of signing of the contract. The management of ACCF may, if feel necessary, extend/renew the contract for a maximum period of three (3) months on similar terms and conditions and with mutual consent. However, ACCF reserves the right to terminate the bid process or the contract at any time without assigning any reason thereof.

1.3.2 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. It is clarified that ACCF does not give any exclusivity to the successful bidder either for the respective item or quantity thereof.

1.4 ELIGIBILITY CRITERIA

1.4.1 Bidder should be a single entity registered under relevant law in India.

1.4.2 Bidder should either be a manufacturer or an authorized distributor/bidder of the product quoted by it.

1.4.3 The bidder (who is not a manufacturer) should have Average Annual Turnover of not less than Rs. 200 Lakhs (Rupees two hundred lakhs only) in the last three financial years i.e. 2016-17, 2017-18 and 2018-19 from sales of Medical Equipment. The average annual turnover certificate as issued by the Auditor/Chartered Accountant should be submitted in the format enclosed as Annexure II-A of this Tender document. The Certificate must be accompanied by self-attested copies of audited Statement of Accounts of last three financial years (i.e. 2016-17, 2017-18 and 2018-19).

1.4.4 Manufacturer participating as bidder or manufacturer from whom the Medical Equipment would be sourced by the dealer should also have an average Annual Turnover of Rs. 1000 Lakhs (Rupees Ten Hundred Lakhs only) in the last 3 financial years 2016-17, 2017-18 and 2018-19. The average annual turnover certificate as issued by the Auditor/Chartered Accountant should be submitted in the format enclosed as Annexure II-B of this document. The Certificate must be accompanied by self-attested copies of audited Statement of Accounts of last three financial years (i.e. 2016-17, 2017-18 and 2018-19).

1.4.5 Manufacturer/ Manufacturers whose products have been quoted should have valid quality certificates as specified at Annexure XI.

1.4.6 Bidder should have experience in supply & installation of Medical Equipment in the last 3 (three) financial years 2016-17, 2017-18 and 2018-19 to Government Institutions/organization(s). Performance Statement witnessing the same certified by Auditor/Authorized Supervising Entity must be submitted as per Annexure III of this Tender document. Self-attested copy of Purchase Order/Contract for supply of Medical Equipment/Fixtures along with relevant authenticated Installation reports/Installation Completion Certificate only from respective government/semi-government organization/institution including government departments, statutory agencies, Public Sector Enterprises, Urban Local Bodies must be submitted along with the tender document. Bidder must submit at least 3 such orders pertaining to last three financial years.

1.4.7 Bidder who has been blacklisted either by ACCF or by any State/Central Government Organization will not be allowed to participate in the tender during the period of blacklisting.

1.5 GENERAL CONDITIONS.

1.5.1 The quantity of each item indicated in the bid document is tentative and subject to change depending on actual requirement. Full quantities, of an item, is required to be quoted. Quotation of part quantities is not allowed.

1.5.2 The complete tender documents may be obtained from the website: https://accf.procure247.com. The bidders may also find the direct link for the E-Procurement portal in www.assamcancercarefoundation.org. The original demand draft (if not paid vide NEFT/RTGS) towards Tender Processing Fee of Rs.5,000/- (Five thousand only) and the original demand draft or BG document towards EMD amount (if not paid vide NEFT/RTGS) for the item(s) participated in the bid (calculated as per Para 1.2.8) along with the hardcopy of technical bid should be submitted to the Director, ASSAM CANCER CARE FOUNDATION on or before the last date and time of submission of the tender.

1.5.3 All Proposals (Bids) must be accompanied by Earnest Money Deposit (EMD) of required amount as specified separately for each item under clause 1.2.8 and non-submission of EMD of required amount within the specified timeline shall make the bid liable for cancellation summarily. The amount of EMD shall depend on the number and type of item(s) the bidder has bid for. List of items and approx. qty have been provided at Clause 1.2.8.

1.5.4 Bids will be opened in presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in this document.

1.5.5 At any time prior to the date of submission of Proposal, ACCF management may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment in the website and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, ACCF management may at its discretion, extend the date and time for submission of Proposal (Technical & Financial Bid).

1.5.6 Interested eligible bidders may obtain further information from the office of ACCF.

1.5.7 Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.

1.5.8 When a bidder specifies name of the manufacturers of different products in the format at Annexure VII, all required documents of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

1.6 TENDER FORMS

1.6.1 Tender documents shall be made available on the e-tender portal (https://accf.procure247.com) only. Similarly, Bidder shall not tamper with or change any matter in the document which are to be submitted by the bidder online, otherwise Bids are liable to be rejected outright.

1.6.2 However, an undertaking that "If any controversy arises, documents on web-site of https://accf.procure247.com shall be deemed final and binding to contractor and the same shall be part and parcel of the tender documents," be submitted along with the submission of tender.

1.7 TECHNICAL BID

1.7.1 The Bidder shall submit along with the Technical Bid - the following documents as part of the "Technical Bid".

1.7.2 Earnest Money Deposit (EMD): Earnest Money Deposit shall be only in the form of DD/ Bank Guarantee(irrevocable) issued by a scheduled commercial bank in India having branch in Guwahati favoring "Assam Cancer Care Foundation", payable at Guwahati or online vide NEFT/RTGS. The validity of the EMD shall be for a period of at least 200 days from the date of opening of Technical Bid. EMD submitted in any other form shall not be entertained. If the successful bidder fails to execute the agreement and/or fails to deposit the performance security amount within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the selection process including signing of contract and for successful bidder on submission of the performance security.

1.7.3 Constitution of the Bidder: Along with the Technical bid the bidder shall also furnish documentary evidence regarding constitution of the bidder such as Memorandum and Articles of Association, Certificate of incorporation, byelaws, etc.

1.7.4 Details of the Bidder: (a) Name, Address, Telephone Number and designation of the Contact Person of the Bidder (b) Fax Number, E-mail Address for communication (c) Name, contact number of the Managing Director or CEO.

1.7.5 Manufacturing License of Principal Manufacturer: Self attested photocopy of valid Manufacturing License duly issued by the Licensing Authority for the products quoted must be submitted along with this document.

1.7.6 Power of Attorney of Bidder: Instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the Bidder to be enclosed with the bid and such authorized officer should sign the bid documents. Bidder will upload the scanned copy on the e-tender portal and Hard copy is required to be submitted at Assam Cancer Care Foundation on or before the date of bid submission.

1.7.7 Undertaking of Bidder: Undertaking in the form at Annexure-I A and Annexure I B

1.7.8 Manufacturer's Authorization: Authorization letters from all the manufacturers concerned in the format at Annexure –II must be submitted. Bids without authorization letters will be disqualified. Bidder will upload the scanned copy on the e-tender portal and original hard copy is required to be submitted at Assam Cancer Care Foundation on or before the date of bid submission.

1.7.9 Quality Certificates: Manufacturer/ Manufacturers whose products have been quoted should have relevant valid certifications as specified in Technical Specifications section. All such certificates should be valid at the date of bid submission.

1.7.10 Annual Turnover Certificate of the Bidder: The average annual turnover certificate (from similar activity) issued by the Auditor/Chartered Accountant should be submitted in the format enclosed as Annexure III A by the authorized distributor/dealer and Annexure III B by the Manufacturer, from who's the items have been sourced, as per this Tender document. Certificate of Auditor/Chartered Accountant must be accompanied by self-attested copies of audited "Statement of Accountants" of last three financial years (2016-17, 2017-18 and 2018-19).

1.7.11 GST Registration Certificate & PAN: Copy GST registration Certificate and Income Tax PAN.

1.7.12 Performance of the Bidder: Details of the Bidder in the specified format (Refer Annexure IV) should be enclosed.

1.7.13 Undertaking for providing of logo: Undertaking (as per Annexure-V) for embossment/printing/stickering of ACCF logo on all items.

1.7.14 Details of Manufacturing Unit of manufacturer: Details of Manufacturing Unit as per Annexure-VI. The details containing the name & address of the premises where the items are actually manufactured.

1.7.15 List of Items Quoted: The List of items quoted shall be furnished as per Annexure -VII. Bidder shall quote its best suited model as per given technical specifications, quote of alternative model(s) is not permitted. The list shall specifically indicate manufacturer's name along with quoted model offered for each item.

1.7.16 Undertaking against Fraud & Corruption: Undertaking against fraud and corruption in the format at Annexure-VIII

1.7.17 Agreed Terms & Conditions of Bidder: Agreed Terms & Conditions as per Annexure IX.

1.7.18 Signature with Seal: Original Tender document duly stamped and signed in each page by the authorized person.

1.7.19 Technical Cum Compliance Specification Sheet: Technical Cum Compliance Specification Sheet as per Annexure XI.

1.7.20 Checklist of Documents: A Checklist (Annexure-X) for the list of documents enclosed with their page number.

1.7.21 All documents of Technical Bid as per the Checklist (Annexure-X) are required to be submitted in hard copies including EMD (if in DD or BG form), Tender Document Fee (If in DD Form), Power of Attorney, Manufacturer Authorization Form (wherever required) on or before the date of bid submission at Assam Cancer Care Foundation. The documents should be serially arranged as per this Annexure-X and should be securely tied or bound. The above documents should be sealed in a cover duly superscribed as "TECHNICAL BID FOR ENTERING INTO RATE CONTRACT FOR MEDICAL EQUIPMENT DUE ON ……)" and addressed to the ASSAM CANCER CARE FOUNDATION, 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam.

1.8 FINANCIAL/ PRICE BID

1.8.1 The format for price bid is given under Annexure- XII. It shall be noted that the bidders shall submit the Financial bid online only. No hardcopy of the financial bid shall be received.

1.8.2 The price bid to be submitted in the prescribed format. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

1.8.3 Bidder is also required to quote Comprehensive Maintenance Contract (CMC) for 5 years (after expiry of warranty period) for the items being offered in the table as mentioned at

Annexure-XII B. CMC is required not for all the items but for items mentioned in the table. CMC price shall be added to the quoted price of the equipment to make comparison.

1.8.4. It is mandatory to quote for CMC for those items wherein CMC/AMC have been asked to quote (in the table at Annexure- XII B). If not quoted, it will be assumed that it is free of cost and selected bidder shall provide services under CMC without any charge.

1.8.5 The quoted prices and CMC (Comprehensive Maintenance Contract or Annual Maintenance Contract with spare parts) prices for 5 years after expiry of 3 years warranty period will also be added for comparison/ranking/evaluation purpose only. Purchaser reserves the right to enter into CMC with the supplier before or after expiry of warranty period.

1.8.6 Conditions of Warranty and Comprehensive Annual Maintenance Contract:

a) Cost of Comprehensive Annual Maintenance Contract (CMC) which includes spare parts, preventive maintenance including testing & calibration as per technical / service / operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period to be quoted for next 5 years on yearly basis (as specified in the List of Requirement) for complete equipment. The supplier shall visit consignee's site as recommended in the manufacturer's technical / service / operational manual, but at least two times in one year during the CMC period. Same conditions also apply during warranty period.

b) The cost of CMC to be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

c) The supplier shall not claim any interest on payments under the contract.

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

e) Cost of CMC will be added for Ranking / Evaluation purpose.

f) The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by end user.

g) Bill for the first half period will be paid immediately on completion of service and second half period bill will be paid on completion of CMC contract.

h) There will be 98 % uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

i) During warranty & CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful installation for preventive maintenance of the goods.

j) All software updates should be provided free of cost during warranty & CMC.

1.9 BID EVALUATION & SELECTION

1.9.1 The bid evaluation committee ("Evaluation Committee") of ACCF will carry out the evaluation of bids received.

1.9.2 In the first stage "Technical Bid" will be evaluated on the basis of submission of all the necessary documents required in the Bid.

1.9.3 Least Cost Basis of Selection (LCBS) shall be followed to select the most preferred bidder among technically qualified bidders.

1.9.4 To facilitate bid evaluation, ACCF may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by ACCF for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought by ACCF (Purchaser) within the specified time, its Proposal may be liable to be rejected. In case the Proposal is not rejected, ACCF may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation by ACCF.

1.9.5 If required, ACCF could call the demonstration of item(s) at a place and time to be decided by ACCF during bid evaluation. All expenses incurred to demonstrate the item(s) shall be borne by the bidder.

1.9.6 ACCF reserves the right to verify all statements, information and documents, submitted by the Bidder in response to this Tender. Any such verification or absence of verification by ACCF shall not in any manner whatsoever relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of Authority.

1.9.7 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the Applicant or if the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Supplier (either by issuance of the LOA or entering into of the Contract), and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the ACCF without ACCF being liable in any manner whatsoever to the Successful Bidder, as the case may be. In such an event, ACCF shall, without prejudice to any other right or remedy that may be available to ACCF, forfeit and appropriate the Performance Security as mutually agreed pre-estimated compensation and damages payable to ACCF for, inter alia, time, cost and effort of ACCF; provided that in the event the Performance Security has not been provided, ACCF have the right to forfeit the Bid Security (EMD) and the Bidder, as the case may be, shall be liable for the difference.

1.9.8 Inspection

ACCF or his authorized representative has the right to inspect the factories of bidders, at any point of time, if found desirable, and also has the right to reject the tender or terminate / cancel the orders, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

1.10 FINANCIAL BID EVALUATION

1.10.1Prior to evaluation of the Financial Bid, the Evaluation Committee will determine whether the Financial Bid is complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of Goods up to the point of delivery at site and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of

Reference within the total quoted price shall be that of the Applicant. Applicable Goods and Services Tax shall be stated separately.

1.10.2The Applicant (bidder) having the lowest financial quote (L1) for a particular item will be declared as the successful bidder for that item and accordingly letter of Award shall be issued. The successful bidder(L1) for each item will be invited for signing the contract. However, ACCF reserves the right to invite the L2/L3/L4 and so on bidders for signing the contract on L1 rate, in case the selected (L1) bidder fails to execute the contract within due date, for whatsoever reason.

1.11 AGREEMENT

1.11.1 The successful bidders for each individual item shall be invited to execute an agreement in the form at Annexure XV on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation of the Letter of Award by ACCF informing that his tender has been accepted.

1.12 SECURITY DEPOSIT

1.12.1 The successful bidder, within 10 days of signing of the agreement for Diphu and Dibrugarh quantities and thereafter upon receiving the every purchase order, shall be required to submit Performance Security Deposit of 5% of the order value in the form of bank guarantee from any Indian scheduled bank in favour of "Assam Cancer Care Foundation" valid at least for 60 days beyond the warranty period. However, if the supplier fails to execute the order or fails to perform the obligations under the contract or the purchase order, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

1.12.2 EMD of the unsuccessful bidders shall be returned within 30 days of signing of the contract with the successful bidders. In case of the successful bidders, EMD amount shall be returned on the submission of the required performance security.

1.13 OTHER CONDITIONS

1.13.1Item Details & Quantity

Specifications & details of items are shown in Annexure-XII. The quantity mentioned in Annexure VIII and at Clause 1.2.8 is only the tentative requirement and may increase or decrease as per requirement of ACCF. The rates quoted should not vary with the quantum of the order or the destination.

1.13.2Rates to be Quoted

The Rates should be quoted for particulars in the price bid inclusive of GST. Bid with conditional rates shall not be accepted. GST shall be paid on actual at applicable rate against valid GST Invoice.

1.13.3No Revision/Correction of Rates

No Bidder shall be allowed at any time on any ground whatsoever to claim revision or

modification in the rates quoted by him. Representation to make correction in the Tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bids.

1.13.4 Controlled Price/MRP

The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to ACCF Management and shall charge the reduced rates. ACCF is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction in rates.

1.13.5 Firm Delivery Schedule

First purchase order shall be placed immediately for Dibrugarh and Diphu and delivery of these items should be made within 2 weeks from the date of purchase order. For rest of purchase order(s), delivery shall be made within 6 weeks from the date of purchase order(s). Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

1.13.6 Execution of Order

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

1.14 SUPPLY & SERVICE CONDITIONS

1.14.1 Purchase Order: Purchase order will be placed on the successful Bidder at the discretion of ACCF.

1.14.2 Specifications & Quality: The items supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified at Annexure-XI.

1.14.3 Warranty Provisions: The successful bidder (Supplier) warrants that the goods supplied under the contract/purchase order 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 further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods.

i) The warranty shall be valid for a period of 3 years from the date of Final Acceptance Certificate for each item supplied under the Purchase Order issued pursuant to the Contract with the successful bidder.
ii) ACCF management (Purchaser) shall notify the supplier in writing of any claims arising under this warranty.
iii) 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 Purchaser for the replaced parts/goods thereafter.

iv) If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the contract.
v) The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay taxes/duties and all expenses up to the destination for the replaced part.

1.15 DELIVERY PERIOD

1.15.1 The supply should be completed maximum within two weeks from the date of issue of order for Diphu and Dibrugarh and for rest of the location(s), supply is required within 6 weeks from the date of placement of the purchase order unless otherwise specified in the purchase order.

1.16 DELIVERY POINT/DESTINATION

1.16.1 The items shall be delivered at ACCF Cancer Care Centers in Assam as per the consignee list furnished along with the Purchase Order or according to instructions given separately with reference to the order.

1.17 PENALTY FOR DELAYED DELIVERY

1.17.1In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.

1.17.2Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

1.18 ALTERNATIVE PURCHASE

1.18.1 If the successful Bidder fails to execute the order within the stipulated time, ACCF will be at liberty to make alternative arrangements for purchase of the items, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to any other penalties including forfeiture of security deposit.

1.19 SHORTAGE AND DAMAGE

1.19.1 It shall be the responsibility of the successful Bidder for any shortages/damages at the time of receipt in desired locations. ACCF is not responsible for the items received, for which no order is placed.

1.20 FORCE MAJUERE

1.20.1 The above conditions of delivery period, price reduction etc. are subject to force majeure conditions. Such force majeure events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine

restrictions, freight embargoes, however shall not include events or situations arising out of the negligence or fraud or default of the supplier. On specific request made by the bidder the time period of supply may be extended by the ACCF at its 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.

1.21 FRAUD & CORRUPTION:

1.21.1 The bidders (Suppliers/Vendor) 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:

i) "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.
ii) "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
iv) "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.

1.21.2 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. However, if any such practice is detected at any subsequent stage or during execution of the contract, ACCF will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

1.22 LOCAL CONDITIONS:

1.22.1 It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. ACCF shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

1.23 LOGOGRAMS

1.23.1Tenders for the supply of Medical Equipment, shall be considered only if the Bidder gives undertaking in his tender that the items will be supplied with the logogram either printed or embossed or affixed as specified in Annexure-V.

1.23.2Failure to supply Medical Equipment, without the logogram will be treated as breach of the terms of agreement.

1.24 PACKING

1.24.1 Packing should be sound and be able to prevent damage or deterioration during transit.

1.24.2 In the event the items supplied are found to be damaged or defective the ACCF will be at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

1.25 PAYMENT PROVISIONS

1.25.1 Payments towards the supply of items will be made strictly as per rules of ACCF. Full payment will be released within 30 days only after completion of supply/installation of entire ordered quantities under a Purchase Order issued pursuant to a Contract with the successful bidder(s).
1.25.2 On completion of supply of supplied quantities, invoices with challans along with installation reports (certified by the designated officer of ACCF) and warranty certificates should be submitted in triplicate, addressed to ACCF. Applicable taxes including Goods and Services Tax shall be shown separately in the invoice and shall be paid on actual basis upon submission of valid tax invoice mentioning the GST registration number of the supplier and other relevant particulars.
1.25.3 If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ACCF immediately about such reduction in the contracted prices.
1.25.4 ACCF is entitled to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.
1.25.5 In case of any enhancement in Tax due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional tax so levied will be allowed to be charged extra as a separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in tax, the bidder should produce a letter from the concerned tax authority for having paid additional taxes on the goods supplied to ACCF and also must claim the same in the invoice separately.

1.25.6 ACCF has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction and penalty as specified above will be applicable.

1.25.7 If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by Purchaser (i.e. ACCF) on the total value of supply to that particular warehouse/institution.

1.25.8 Annulment of Award, Forfeiture of Security Deposit & Fresh Award: Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder(s) or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder(s), negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder. However, ACCF terminate the contract at any moment without assigning any

reason thereof.

1.26 NON-CONFORMANCE, TERMINATION & PENALTIES

1.26.1 If the items do not conform to specifications, the same shall be taken back by the supplier at the supplier's cost within a period of 30 days of the receipt of the letter/notice from ACCF. If the supplier fails to take back the items within the stipulated time, ACCF will have the right to dispose-off such ITEMS NOT CONFORMING TO SPECIFICATIONS. ACCF may also levy storage charge calculated at the rate of 2% per week on the value of the item rejected till such disposal. The decision of the ACCF or any officer authorized by him on the quality of the items supplied shall be final and binding.
1.26.2 In case of supply of inferior products or products not conforming to specifications, the ACCF will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days' notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.
1.26.3 For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ACCF, and the supplier shall be liable for all losses sustained by the ACCF, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
1.26.4 Non-performance of any of the contract provisions will disqualify a firm to participate in tenders issued by the ACCF for the next five years.
1.26.5 In the event of making ALTERNATIVE PURCAHSE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by ACCF in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.
1.26.6 In all the above conditions, the decision of ACCF shall be final and binding.

1.27 ARBITRATION

1.27.1 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).

1.27.2 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.

1.28 SAVING CLAUSE

1.28.1 No suit, prosecution or any legal proceedings shall lie against any official or any person for anything that is done in good faith or intended to be done in pursuance of tender.

1.29 LAWS GOVERNING THE CONTRACT & JURISDICTION

1.29.1 The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Assam only.

ANNEXURE- IA

Bid Form or UNDERTAKING (by the Bidder on its Letterhead)

To

Director,
Assam Cancer Care Foundation

Tender No._____
For supply of _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of ……to supply ……. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of …… (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
4. We shall furnish authorization from the manufacturer, legally enforceable undertaking to the Purchaser in appropriate format, valid for a period of 3 years from the date of supplied items.
5. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by ACCF as per tender terms.
6. We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.
7. We agree to accept the amount of the bill to be paid by the purchaser after completion of all 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.
8. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
9. ACCF has the right to accept or reject any or all the tenders without assigning any reason.
10. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
11. We understand and agree that ACCF reserves the right to cancel the bid process or the contract agreement at any moment of time without assigning any reason thereof.
12. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

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

ANNEXURE I B

UNDERTAKING

(To be submitted by the Bidder-Authorized Distributor/Dealer as well as Manufacturer)

To

Director,
Assam Cancer Care Foundation

Tender No._____
For supply of _____

We, …….. do hereby declare that presently we do not stand blacklisted by any Central or State Government organization or debarred from participating in tenders of such organization and are therefore eligible to participate in ACCF Tender No…… Date…….. for supply …….

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

ANNEXURE -II

MANUFACTURER'S AUTHORIZATION FORM (issued by the Manufacturer on its letterhead)

To,

Director
Assam Cancer Care Foundation

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 representative and 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.
2.

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 (and 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-III A

ANNUAL TURNOVER STATEMENT OF THE AUTHORIZED DISTRIBUTOR/DEALER

(TO BE FURNISHED IN THE LETTER HEAD OF THE AUDITOR/CA)

This is to certify that the average annual turnover of M/s ……. (bidder)in last three financial years is Rs……..(In words).

This is further to certify that the financial information as furnished below are true and correct and are inconsistent with the Statement of Accounts (audited) and other Statutory Returns.

Financial Year	Turnover (All Activities)	Turnover (Similar Activity-from the supply of Hospital Equipment
2016-17		
2017-18		
2018-19		
Total		
Average		

Signature of Auditor / Chartered Accountant

Date :
Seal :

(Name in Capital Letters)

Firm Registration No……..

UDIN No:

ANNEXURE-III B

ANNUAL TURNOVER STATEMENT OF THE MANUFACTURER

(TO BE FURNISHED IN THE LETTER HEAD OF THE AUDITOR/CA)

This is to certify that the average annual turnover of M/s ……. (bidder) in last three financial years is Rs……. (In words).

This is further to certify that the financial information as furnished below are true and correct and are inconsistent with the Statement of Accounts (audited) and other Statutory Returns.

Financial Year	Annual Turnover (From Similar Product)
2016-17	
2017-18	
2018-19	
Total	
Average	

Signature of Auditor / Chartered Accountant

Date :
Seal :

(Name in Capital Letters)

ANNEXURE-IV

Firm Registration No…….

UDIN No:

Performance Statement (of the Bidder)

Tender No: Sl.	Name of the product (only for Medical Equipment)	Year	Qty supplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Please use additional sheets if required)

Note: Performance Statement witnessing the same certified by the Auditor/Chartered Accountant/Authorized Supervising Entity must be submitted as per Annexure IV of the Tender document. Self-attested copy of agreements/work orders /performance certificate from the Authority(s) must be furnished as supporting to this Performance Statement.
(Please use additional sheets if required)

Signature of Auditor
/CA/Authorized Supervising Entity

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

(Name in Capital Letters)

UDIN No:

Enclosure to Annexure IV

PERFORMANCE CERTIFICATE (BY THE CLIENT)

To whom it may concern

It is certified that M/s…….(BIDDER) had/ has been engaged by us for a period of ……...from ……..to …….. vide a contract <insert reference no and date>for <description of the service/project> and its performance under the said project was/has been satisfactory

Name of the Institute
Name and signature of the Authority
Designation of the Authority
Date & stamp

Note: Please add extra sheets if necessary

ANNEXURE-V: UNDERTAKING FOR EMBOSSMENT OF LOGO

Tender Ref No:

UNDERTAKING FOR EMBOSSMENT OF LOGO

We M/s ……. do hereby declare that, if favored with an order, we will supply the Medical Equipment embossed with ACCF Logo and the words "ACCF SUPPLY" or as per any other instructions given in this regard.

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

ACCF SUPPLY

LOGOGRAM

ANNEXURE -VI:
DECLARATION ON MANUFACTURING FACILITIES BY THE MANUFACTURER
(to be filled in full)

Tender Ref No._____
For supply of _____

1. Name of the manufacturer :
2. Complete Address of the manufacturing Unit :
3. Full Postal/Registered Address :
4. Telephone No. /Fax No. :
5. Email address :
6. Date of inception of business :
7. Registration no. & Date :
8. Issued by :
9. Valid till :
10. Details of manufacturing activity :
a. & item wise capacity
11. Name of Govt. Departments/ Pvt. Institutions : As per enclosure
a. to which the bidder already supplied the items
b. with quantity value and supply period
12. Has the bidder ever been black listed ?
a. by any govt. agency? If yes, give details.
13. Are any cases pending in the court related to ?
a. any supplies? If yes, give details
14. Does the firm have the adequate facilities for :
a. Inspection and quality control?
b. Please give details

I, _____Prop./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 ACCF forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us is 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 schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for one year after finalization of rate contract.

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

★The details of manufacturing unit shall be for the premises where items quoted are actually manufactured

ANNEXURE –VII: LIST OF ITEMS QUOTED

Tender Ref No._____

Sr. No.	Description of Items	Qty	Manufacturer's Name	Make/ Model No	Price Quoted/ Not Quoted	Technical Specifications Attached/Not Attached	EMD Amount Submitted
1	Infusion pumps	16					
2	Syringe pumps	23					
3	Patient monitor	47					
4	ECG	3					
5	Defibrillator	3					
6	Portable ventilator	2					
7	Pulse oxymeter	4					
8	Portable suction machine - high vac	4					
9	Vertical Autoclave	3					
10	Oxygen cylinders with flow meters	11					
11	Biosafety Cabinet	3					

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

ANNEXURE VIII: UNDERTAKING ON FRAUD & CORRUPTION (FOR BIDDER)

We …… do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of Medical Equipment under tender reference no …… …… we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

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

ANNEXURE– IX: AGREED TERMS & CONDITIONS

AGREED TERMS & CONDITIONS

Tender No. & Date _____

1. Details of Bidder

Bidder Name:

Offer Ref: Contact Person:

Telephone No: Signature:

Fax No: E-mail:

2. Definitions

i. "Purchaser" means the Project Director, Assam Cancer Care Foundation or his authorized representative.

ii. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.

iii. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.

iv. "Site" means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	Description	Vendor's Confirmation (Confirmed/Noted/Deviation furnished separately)
	a. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Technical Bid	
	b. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes	
3.	Confirm furnishing of price break-up of each item showing basic price of item and GST on %age of basic price to arrive at landed price in b2 above.	

4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
6	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
7	Confirm acceptance of Delivery Period as indicated in the bid document.	
8	Confirm acceptance of relevant payment terms specified in the bid document.	
9	It is noted that delivery period, price reduction, termination etc. are subject to Force Majeure Condition as stipulated in the bid document.	
10	Confirm that the quoted prices are in Indian Rupees and shall remain firm & fixed during the contract period.	
11	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount.	
12	Packing / forwarding, transportation, loading/ unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
13	Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a scheduled commercial Bank shall be furnished, which will be valid for the entire warranty period + 6 months from the date of order.	
14	a) Confirm that all inspection & testing charges including 3rd party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the Equipment.	
15	a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful	

	commissioning is your responsibility at no extra cost.	
16	Packing / forwarding, transportation, loading/ unloading and insurance are your responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. Please confirm compliance.	
17	The material shall be guaranteed against any and all defects in design, workmanship, material & performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. Pl confirm acceptance.	
18	Confirm acceptance of Repeat order within 12 months from the date of initial order at same price and terms & conditions.	
19	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	NA
20	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
21	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
22	Confirm that you shall observe the highest standard of ethics during bidding and in case favored with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
23	Confirm that the offer shall be valid for a period of 180 days from the date of bid opening.	

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

ANNEXURE-X
CHECK LIST

Sl.	Technical Bid	Particulars	Yes	No
1.	EMD in the form of BG/DD/NEFT/RTGS furnished	Tender Fee, EMD, Power of Attorney and Manufacturer Authorization form are required to be submitted in hardcopy also.		
2.	Documentary evidence for the Constitution of the company			
3.	Duly self-attested / notarized copy of Manufacturing License issued by the competent Licensing Authority for the products quoted			
4.	The instruments such as Power of Attorney, Resolution of Board etc.			
5.	Undertaking as per Annexure I A and I B			
6.	Manufacturer's Authorization as per Annexure II			
7.	CE/US FDA, BIFMA, OHSAS 18001:2007, ISO 9001:2008, ISO 14001:2004 certificates as specified in Annexure XII/bid document.			
8.	Annual Turnover Statement for 3 years (Annexure – III A & Annexure –III B)			
9.	Performance Statement as per Annexure IV and copy of requisite additional supporting documents			
10.	GST Registration Certificate			
11.	Undertaking for Embossment of logo as per Annexure V			
12.	Details of Manufacturing Unit as per Annexure VI			
13.	List of items quoted with name of Manufacturer as per Annexure VII			
14.	Undertaking on Fraud & Corruption as per Annexure VIII			
15.	Agreed Terms & Conditions as per Annexure- IX			
16.	Technical Cum Compliance Specification Sheet as per Annexure XI			
17.	Price Bid as BOQ (as e.g. set in Annexure XII) (to be submitted manually in hardcopy only after intimation by the client)			

ANNEXURE XI

Sl. No	Tender Specification	Compliance (Yes/No)	Deviation if any
1	1. Infusion Pumps 1Should be operated on drip rate Peristaltic finger pump method Should compatible with most of the IV set (macro/micro drip sets). Should have the following flow rates. IV set ml/hr drops/min • 15 drops/ml 3-450 ml/hr 1-100 drops/min • 20 drops/ml 3-450 ml/hr 1-100 drops/min • 60 drops/ml 1-100 ml/hr 1-100 drops/min Should have a flow rate accuracy of ±10% and drip rate accuracy of ±2%. Should have a volume infused display from 0 to 999.9ml. Should have a purge and KVO facility. Should have an audible and visual alarm for occlusion pressure, air alarm, door open, empty, low battery. Should have a LCD display with backlight and graphical display of infusion. Should have a minimum 2hr battery back up at highest delivery rate. It should have Hl7/Rs 232 output for seamless integration with ICU charting Should work with input 200 to 240ac 50Hz supply. Should have safety certificate from a competent authority CE issued by a notified body registered in the European commission / FDA (US)/ STQC CB Certificate/ STQC S Certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate/ test report shall be produced along with the technical bid		
2	**Syringe Pumps** **1 Description of Function** 1.1 The Syringe Infusion Pump provides uniform flow of fluid by precisely driving the plunger of a syringe down its barrel. It provides accurate and continuous flow rate for precise delivery of I.V. medication in critical medical care. **2 Operational Requirements** 2.1 The syringe pump should be programmable, user friendly, safe to use and should have battery back up and comprehensive alarm system. This should be able to integrate in the HIS X Central Monitoring system for pumps 2.2 Demonstration of the equipment is a must. **3 Technical Specifications** 3.1 Flow rate programmable from 0.1 to 1000 ml/hr or more in steps of 0.1 ml/hr with user selectable flow set rate		

	option. SAVE last infusion rate even when the AC power is switched OFF. 3.2 Bolus rate should be programmable to 40 – 500 ml/hr or more with infused volume display. Reminder audio after every 0.5 ml delivered bolus. SAVE last Bolus rate even when the AC power is switched OFF. 3.3 Display of Drug Name with a provision of memorizing 10~15 names by the operator 3.4 Keep Vein Open (KVO) must be available 1.0 ml/hr or set rate if lower than 1.0 ml. User should have choice to disable KVO whenever desired. 3.5 Selectable Occlusion pressure trigger levels selectable from 300/500/900 mmHg 3.6 Must Work on commonly available ISO/CE/FDA APPROAVED/CERTIFIED 20, 50/60 ml Syringes with accuracy of minimum of +/-2% or better. 3.7 Automatic detection of syringe size & proper fixing. Must provide alarm for wrong loading of syringe such as flanges out of slot; disengaged plunger, unsecured barrel etc. 3.8 Anti bolus system to reduce pressure on sudden release of occlusion 3.9 Should have comprehensive alarm package including: Occlusion limit exceed alarm ,Near end of infusion pre-alarm & alarm, Volume limit pre-alarm & alarm, KVO rate flow, Low battery pre-alarm and alarm, AC power failure, Drive disengaged and preventive maintenance. 3.10 It should have Drug Library 3.11 It should have body weight mode 3.12 It should have Profile Function – Program infusion condition (flow rate, delivery volume, delivery time) differently every hour, up to 24 hours 3.13 Rechargeable Battery having at least 5~6 hour backup for about 5ml/hr flow rate with 50ml syringes. Larger battery life and indication of residual life will be preferred. **4 System Configuration Accessories, spares and consumables** 4.1 Syringe Infusion Pump -01 4.2 It should having RS 232/HL 7 output for seemless ICU charting Integration . 4.3 Mounting device/ Docking Station for two or four pumps as per requirement so as to enable to power up to 2-4 pumps with one power cord when mounted on IV pole. -01(optional) **5 Environmental factors** 5.1 Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.		

	5.2 The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90% 5.3 The unit shall be capable of being stored continuously in ambient temperature of 0 -500 C and relative humidity of 15-90% **6 Power Supply** 6.1 Power input to be 220-240VAC, 50Hz **7 Standards, Safety and Training** 7.1 Should be FDA or CE approved product 7.2 Electrical safety conforms to standards for electrical safety IEC-60601-1 General Requirements 7.3 Manufacturer should be ISO certified for quality standards. 7.4 Certified for meting IEC60601-2-24: Particular requirements for the safety of infusion pumps and controllers 7.5 Should meet IEC 529 Level 3 (IP3X)(spraying water) for enclosure protection , water ingress. 7.6 Electrical Safety Classification Class I/II, Type CF and Internally powered equipment. 7.7 Certified for meeting IEC 60601-1-4 Medical electrical equipment - Part 1-4: General requirements for safety - Collateral Standard: Programmable electrical medical systems 7.8 Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual. **8 Documentation** 8.1 Certificate of calibration and inspection from factory. 8.2 List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual. 8.3 User Manual in English 8.4 Service manual in English 8.5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out. 8.6 List of important spare parts and accessories with their part number and costing. 8.7 User list to be provided with performance certificate.		
3	**Patient Monitor** Technical specification for Procurement of Multi Para Monitor.-5 Para 1) The screen display size must be at least 10" with Colour TFT. 2) Machine must be light weighted.		

	3) Machine must be touch screen key operation. 4) Machine must have SpO2, NIBP, ECG, Resp, Temp, and display with 48 hours trend display. 5) Machine must be with rechargeable battery with 1-3 Hr battery back up. 6) Machine must have SpO2 range of 0-100% with accuracy of ± 2%. 7) Machine must be with automatic oscillometric NIBP. 8) Machine must have NIBP display parameter as SYS/DIA/PR/Arterial pressure with pressure unit mmHg/kPa 9) Machine must have NIBP accuracy of ± 3-5% 10) Machine must have Auto/Manual/Stat NIBP mode facility. 11) Machine must have NIBP cuff pressure range of 0-300mm Hg for Adult and child. 12) Machine must have NIBP repeat cycle facility for 1-10, 15-30, 60, 90,120 minutes. 13) Machine must have ECG lead selection facility. 14) Machine must have facility of visual & beep alarm. 15) Machine must have ECG heart rate range of 10-350 BPM. 16) The Multi Para must be with ECG sweep speed 12.5, 25,50mm/sec. 17) The machine must have ECG gain adjustment facility. 18) Machine must be with QRS Indicator. 19) Machine must have protection against electrosurgical interference and defibrillation shock. 20) Machine must be capable attachable to Central nursing station. 21) Iy should have HL 7/Rs 232 out put 22) It should have US-FDA Approval. 23) Machine must be provided with wall mountable stand. 24) Tender should be filled by original manufacturer only. 25) The machine must be supplied with all the essential accessories eg Power cord, ECG Patient cable, NIBP cuff, SpO2 adult sensor probe, Temperature probe, power cord, AC adapter etc in 2 set(adult , & paediatrics) & one carry bag. 26) Machine should have warranty of 3 years.		
4	**ECG <u>Equipment Name:</u> <u>ECG Machine 12 Channel</u>** 1. Simultaneous 12 Channel ECG recording with 12 lead simultaneous acquisition 2. Should have visual alarm for open lead 3. Should have a digital display of 12 channel ECG		

	4. QWERTY Alphanumeric keyboard 5. Built-in ECG Parameters measurements and Interpretation 6. Minimum 40 ECG Storage inbuilt memory. 7. 3 Operating modes: Automatic, Manual and Rhythm 8. Should have a maintenance free digital thermal array printer 9. Printer should work with standard thermal paper (should be available in Local Market) 10. Should have 12 lead ECG preview display before taking printouts and should have printer on/off selection. 11. Should have ECG lead annotation facility 12. Machine should have sufficient battery backup for taking at least 25 nos ECG on a fully charged battery 13. Should supplied with 2 patient cable sets, 8 clip on electrodes, 12 chest electrode with silicon rubber bulb, 12 packets of recording paper,1 bottle of jelly and 12 nos. reusable button type electrode 14. Should operate on mains(220v-50Hz) and rechargeable battery 15. Recording speed should be 25 mm/ sec and 50 mm/ sec. 16. Should have defibrillation protection. 17. CMRR should be>90dB or ECG machine should have digital processing with atleast 7000 samples per second from each lead wire. 18. Frequency response 0.05 Hz to 150 Hz. 19. Should have a digital filter for AC and EMG. 20. Should be supplied with suitable stabilizer. 21. Should have safety certificate from a competent authority CE issued by a notified body registered in the European commission / FDA (US)/ STQC CB Certificate/ STQC S Certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate/ test report shall be produced along with the technical bid. 22. Should supplied with a suitable Trolley with following specifications • Trolley should made of Stainless Steel / Powder coated /ABS frame with SS 304 grade Top • Should be a 3-shelf (including the top) cart, one with a drawer for storing the accessories and consumables. • Should have four superior castors (two with brakes) • Trolley should have at least 30" height and the shelves should have sufficient space for storing the accessories • Trolley should have a suitable cable arm firmly affixed having holder for ECG cables while not in use 23.		

5	**Defibrillator** 1. It should be a latest technology, advanced biphasic waveform defibrillator. 2. It should have integrated Automated External Defibrillator (AED). 3. It should be light weight, compact, easy to carry and easy to operate. 4. It should have device status indicator for readiness of use. 5. It should have facility of manual defibrillation and upgradable to External Pacing. 6. It should have at least 6 inch, high resolution colour monitor for ECG (3 to 5leads) with three waveform capability; upgradable to SpO2, NIBP and EtCO2. 7. It should have in built 3 channel ECG recorder. 8. It should be capable of storing trends and patient data 9. Should have Arrhythmia alarms. 10. Should have synchronous cardioversion. 11. It should have both adult and pediatric external paddles. 12. It should have biphasic mode, with range of 1 to 200 joules, charge time less than 5 seconds. 13. Fully charged in-built battery backup with provision for 20 shocks of 200 joules with 3 hours monitoring OR at least 150 shocks of 200 joules without monitoring. 14. Should have battery capacity indicator on battery. 15. It should meet international safety standards, FDA and CE certification. 16. System configuration, accessories, spares and consumbles: • Adult external paddles- 01 • Pediatric external paddles -01(preferably built- in adult paddles) • Patient cables- 01 • ECG Rolls- 25 17. It should be capable of operating continuously in Indian conditions. It should be capable of operating on mains power input of 120-240 V, 50/60Hz.		
6	**Portable ventilator** 1. Volume Controlled mode. 2. Pressure Controlled mode 3. Asst. Controlled mode. 4. SIMV(VC/PC) 5. Pressure Support 6. CPAP and PEEP		

	7. Shall have NIV inall modes 8. BIPAP/Bi-level/ASV/Equivalent 9. Facility for integrated high flow oxygen therapy (desirable) II. Parameters: 1. Tidal volume - (20– 1500)ml 2. Respiratory rate: 0-80BPM 3. Inspiratory Pressure - 4 – 50 cm H2O. 4. Oxygen Concentration - 21 –100 % 5. Audible alarms for low pressure, Apnea, high-pressure, Highrespiratory rate, Circuit disconnection. 6. Works independent of gas cylinder pressure/compressor 7. Works with both high pressure and low pressure O2. 8. Peak inspiratory flow rate at least 180 litres/minute 9. Should be able to adjust FIO2 on the Ventilator 10. Should have screen size 8 inch III. Standard Accessories (with eachmachine): 1. Patient circuit (Adult) - 1 complete set, Reusable. 2. O2 Pressure Regulator - 1No. 3. Hose for O2 connection - 5 mts 4. Test lung - 1No. 5. Shall supply with all other accessories necessary to operate the ventilator. 6. NIV Mask – 1 No (Adult, Reusable) IV. Power Source 1. 220/240 V Ac 50 Hz supply. Internal battery (Li Ion) with (5-8) hours minimum operating time (hot swappable allowed) 2. Internal battery (maintenance free) with 5-8 hours minimum operating V. Mounting 1. Provision for mounting on trolley & bedrail with necessary clamps. Should have carry handle / provisions for transport easily. VI. Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate/STQCScertificate or valid detailed electrical and functional safety test report from ERTL. VII. Should have trigger setting facility for pressure/flow. VIII. Should be electrically driven to prevent wastage of gases and to avoid dry run. IX. Patient Circuit –10 numbers (disposable) should be supplied along with the machine. X. Monitoring Parameters 1. The Ventilator shall be able to monitor VTE, VTi, RR, FIO2, NVE, Pif, I:E Ratio, graphs- V-T/P-T/F-T(at leastone) XI. Shall have weight <10kg XII. Oxygen –input either low pressure or high pressure. In case of low pressure, FIO2 shall be able to set more than 0.9.		
7	**Pulse oximeter**		

	1. Should have plethysmography wave form with numeric display for SPO2 and Heart rate on LCD/TFT display. 2. Should have a SPO2 range of 0 to 100%. 3. Should have SPO2 accuracy of ±2%. 4. Should provide bar graph for pulse strength. 5. Audio and visual alarm for both upper and lower SPO2, Heart rate. 6. Should quote rate separately for Reusable Adult Probe and Neonatal probe. The rate of Adult Reusable probe only will be taken for evaluation. 7. Beep sound and alarm sound should have separate volume control 8. Should have a minimum of 2 hours back-up time. 9. Should be a portable, light weight and desktop model. 10. Should work with input 200 to 240Vac 50 Hz supply. 11. Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid		
8	**Portable suction machine - high vac** 1.1 The Suction pump should be of membrane / piston type 1.2 To facilitate maintenance the cover of machine should be from the top & easy to open from sides 1.3 The suction machine should be capable of producing minimum vacuum of 700 approx mm Hg which should be adjustable and monitored by vacuum gauge of suitable range. 1.4 The equipment should have 2 Polysulfone (PSU) Plastic made reusable and autoclavable bottle/jar of minimum 3 litre capacity with changeover facility. The bottle/jar shall be fitted with the arrangement to prevent overflow of fluid. 1.1. ON/OFF Switch and Power indicator should be available. 1.2. Body material: Base, top & panel should be made of rust proof and corrosion resistant material. 1.3. Should be operated by foot switch on 230V, 50 Hz supply. **2. Accessories, Spares and Consumables:** 2.1. Power cord at least 2 metre long with three pin plug top and appropriate ampere rating. 2.2. Reusable and autoclavable bottle/jar of minimum 3 litre capacity - 01 nos. (additional). 2.3. Safety jar / sensor with overflow protection - 01 no. (additional). 2.4. Suction tubing set - 02 set (additional). 3. **Standards, Safety And Training**:		

	3.1. Manufacturer should have ISO certification 3.2. System should have CE ("Conformite Europeene") from European Union notified body having 4 digit identification number approved or US FDA approval. 3.3. On Site Comprehensive training for staff and support services till customer satisfaction with the system. **4. Documentation:** 4.1. User/Technical/Maintenance manuals to be supplied in the English. 4.2. Certificate of calibration and inspection. 4.3Certificate form end user (s) in support of satisfactory performance of the equipment in terms of long term use and durability 4.3. The suction machine should be capable of producing minimum vacuum of 700 approx mm Hg which should be adjustable and monitored by vacuum gauge of suitable range. 4.4. The equipment should have 2 Polysulfone (PSU) Plastic made reusable and autoclavable bottle/jar of minimum 3 litre capacity with changeover facility. The bottle/jar shall be fitted with the arrangement to prevent overflow of fluid. 4.5. ON/OFF Switch and Power indicator should be available. 4.6. Body material: Base, top & panel should be made of rust proof and corrosion resistant material. 4.7. Should be operated by foot switch on 230V, 50 Hz supply. **5. Accessories, Spares and Consumables:** 5.1. Power cord at least 2 metre long with three pin plug top and appropriate ampere rating. 5.2. Reusable and autoclavable bottle/jar of minimum 3 litre capacity - 01 nos. (additional). 5.3. Safety jar / sensor with overflow protection - 01 no. (additional). 5.4. Suction tubing set - 02 set (additional). 6. **Standards, Safety And Training**: 6.1. Manufacturer should have ISO certification 6.2. System should have CE ("Conformite Europeene") from European Union notified body having 4 digit identification number approved or US FDA approval. 6.3. On Site Comprehensive training for staff and support services till customer satisfaction with the system. **7. Documentation:** 7.1. User/Technical/Maintenance manuals to be supplied in the English. 7.2. Certificate of calibration and inspection. 7.3Certificate form end user (s) in support of satisfactory performance of the equipment in terms of long term use and durability.		

9	1. **Vertical Autoclave** **Quality compliance:** 2. Compliance with international directives and standards: EN 285:2006And/Or DIN 58951-2:2003 Steam Sterilizers for Laboratory Use. 3. Comply with ISO 17665-1 and ST79 Good Practice Standards 4. Comply with Quality Systems ISO 9001:2008; ISO 13485:2003 for **Quality Systems for Medical Devices Built:** 5. Floor standing vertical type top loading autoclave **Software control:** 6. Fully microprocessor based Proportional Integral Differential (PID) pressure control 7. Controller and software should comply with international standards such as 21 CFR part 11 or any other equivalent. 8. Built –in memory to store number of cycles **Quality compliance:** 9. Compliance with international directives and standards: EN 285:2006And/Or DIN 58951-2:2003 Steam Sterilizers for Laboratory Use. 10. Comply with ISO 17665-1 and ST79 Good Practice Standards 11. Comply with Quality Systems ISO 9001:2008; ISO 13485:2003 for **Quality Systems for Medical Devices Built:** 12. Floor standing vertical type top loading autoclave **Software control:** 13. Fully microprocessor based Proportional Integral Differential (PID) pressure control 14. Controller and software should comply with international standards such as 21 CFR part 11 or any other equivalent. 15. Built –in memory to store number of cycles **Quality compliance:** 16. Compliance with international directives and standards: EN 285:2006And/Or DIN 58951-2:2003 Steam Sterilizers for Laboratory Use. 17. Comply with ISO 17665-1 and ST79 Good Practice Standards 18. Comply with Quality Systems ISO 9001:2008; ISO 13485:2003 for **Quality Systems for Medical Devices Built:** 19. Floor standing vertical type top loading autoclave **Software control:** 20. Fully microprocessor based Proportional Integral Differential (PID) pressure control 21. Controller and software should comply with international standards such as 21 CFR part 11 or any other equivalent. 22. Built –in memory to store number of cycles 23. .		
10	**Oxygen cylinders with flow meters Technical Specification** 1. Should be B type 10.5 liters type 2. Should be supplied with humidifier and flow meter.		

	3. Should be supplied with trolley and key. 4. The trolley should be mounted on good quality wheels of 100mm. 5. The trolley should have MS tubular frame work and SS base. 6. Should have a gauge to measure the cylinder pressure. 7. Cylinder should have ISI mark and should have explosion proof certification issued by Competent Authority. 8. Cylinder should have explosive safety certificate and should be provided along with each cylinder during installation. **FLOWMETER:** 1. Back Pressure Controlled Flow Meter 2. Sturdy and reliable Flow Meter Unit for an accurate measuring of flow of gases. 3. Chromium plated Brass Body. 4. Metering tube and cover made of unbreakable Poly carbonate. 5. Flow adjustment by Needle valve equipped with inlet filter – 100 µm 6. Flow rate range 0 – 15 litres / minute 7. Inlet pressure suitable for the cylinder. **Bubble Humidifiers with safety valve and pressure Relief**: 24. Lid made of ABS Plastic 25. Jar made of Unbreakable Poly Carbonate 26. Valve Brass chromium plated 27. Humidifier jar should be steam autoclavable / gas sterilizable.			
	11.Biosafety Cabinets **SPECIFICATIONS FOR CLASS II TYPE B2 BIOSAFETY CABINET F** **A. LOGISTIC COMPATIBILITY** 1. Vendor are encouraged to visit the facility for assessment of logistic compatibility and needs 2. Bio-safety unit should be compatible within the space dimensions : height less than 2184 mm 3. The Access Point Door is of Size 1020 mm (width) to 1970 mm (height). **A. Main unit** 1 The bio-safety cabinet will be used with 100% exhaust. Compatible for Particulate contamination and hazards including biological agents for work assigned to biological safety levels III. 2 Safety should be tested with NSF-49. The certificates must be attached as a proof or must be listed on N5F website. 3 Working space should be ~ 4.0 feet. 4 A front access opening (7 - 11) inches. 5 The Main body should be electro-galvanized steel or equivalent. The Working Space should be of Stainless Steel (SS) - 304interior side walls and back walls (SS surface for easy cleaning)			

	and SS-304 or equivalent platform for easy cleaning and decontamination. 6 Cabinet should have a DC motor to automatically compensate and maintain stable airflow, despite building supply voltage fluctuation and increased filter loading without user intervention. 7 Microprocessor controlled LCD display should be there. The control system should have the capability to constantly monitor and display airflow velocity and should be able to produce visual and audible alarms in case of airflow failure or low airflow. It should be easy to monitor from the front of the cabinet. 8 Indication for inflow velocity alarm, exhausted airflow alarm, slide shutter height alarm, filter malfunction alarm, fan failure alarm). 9 The cabinet should be fitted with Illumination Devices (900 lux or more) and must have a Programmable germicidal UV-light (UV lamp should be within the working zone with an on/off working timer). 10 Electrical supply board inside the hood for using small electrical equipment 11 Airflow Pattern: Air should be exhausted through a dedicated ductwork system to the external environment. 12 Airflow velocity: 0.3-0.6 m/s, air flow volume maintained with proper inflow, down flow and exhaust. 13 Down flow and Exhaust Filters: ULPA/HEPA Filter efficiency ~ 99.99 % at 0.1 - 0.3 micron particle size. 14 The noise level must be 65 dBA or less. 15 The system should be provided with a suitable adjustable/ leveling feet base stand from the original manufacturer. 16 The BSC shall be ergonomically designed for maximum user comfort, adjustability and so that services including decontamination can be performed without need for disconnecting utility services or moving of the cabinet. 17 The system should be provided with 24 months warranty. 18 The supplier will supply Exhaust duct(flexble/rigid) of 5 - 7 meter 19 Validation certification of 1 year must be supplied **Optional (To be essentially quoted in Technical Bid)** 1 Checking of leakage and continuity of two exhaust duct of length (5-7 m) with 1-2 bend and one exhaust duct of length (3-4 mm) with 1-2 bend. Diameter of exhaust duct (20-30 cm) 2 Additional spares, accessories, etc should be quoted **B. General** 1. International Certification (ISO/CE etc.), validation for the system is mandatory (including filter integrity test for HEPA filter). 2. Please ensure that the specifications mentioned in the offers must cover all the parameters listed in our enquiry and should attach the supporting documents.		

	3. Please indicate the year in which the model was introduced in the market and confirm whether the spares and consumables for the system would be available for a minimum period of 10 yrs. 4. Pre-installation and utility requirements for installation and running the system should be clearly mentioned. The principal/local agents are responsible for loading/unloading of material. Installation testing and checking of the specification should be done at the specified area. Training of users to be done free of cost at the site. 5. Availability of local trained service support and response time for a service call during and after the warranty should be specified. 6. List of users in India and abroad of the similar models as the one(s) offered along with the names, addresses, telephone numbers and mail ID's to be enclosed separately. Technical presentation and Demo on the systems offered is to be made on request . Bad track record of service maintenance issues, installation from reputed users can be made as a criterion of rejection at the time of technical bid evaluation. 7. In case any of the invited parties fails to demonstrate their compliance as per the demanded specifications, the party will be treated as disqualified. 8. The Unit should be of low power consumption. Voltage requirement should be 200-240 V (AC), single phase 50 Hz.		

Technical cum Compliance Specification Sheet: (TO BE SUBMITTED BY THE MANUFACTURER). Bidder shall submit technical brochure/catalogue/data sheet/certifications etc. in claim of its compliance with the specifications.

Annexure XII-A (e.g. of BOQ to be submitted in hardcopy post intimation from the client)								
Bidder Name:								
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NO #	TEXT #	NO #	TEXT #	NO #	NO	NO #	NO #	TEXT #
Sl. No.	Item Description	Qty in Nos	Units	BASIC RATE In Figures To be entered by the Bidder in Rs.	GST	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	Infusion pumps	16	Nos					
2	Syringe pumps	23	Nos					
3	Patient Monitor	47	Nos					
4	ECG	3	Nos					
5	Defibrillator	3	Nos					
6	Portable ventilator	2	Nos					
7	Pulse oxymeter	4	Nos					
8	Portable suction machine - high vac	4	Nos					
9	Vertical Autoclave	3	Nos					
10	Oxygen cylinders with flow meters	11	Nos					
11	Biosafety Cabinets	3	Nos					

ANNEXURE-XII-B

Price Schedule for Comprehensive Maintenance Contract (CMC) for 5 years after expiry of warranty period of 3 Years

(Items for which CMC is required to be quoted)

(All prices in INR)

1	2	3	4					5
Item No.	**BRIEF DESCRIPTION OF GOODS**	**QTY. (Nos.)**	**Annual CMC Contract Cost for Each Unit year wise (without GST).**					**Total Annual CMC Contract Cost for 5 Years without GST [3 x (4a+4b+4c+4d+4e)]**
			1st	**2nd**	**3rd**	**4th**	**5th**	
			a	**b**	**C**	**d**	**e**	
1	Infusion pumps	16						
2	Syringe pumps	23						
3	Patient Monitor	47						
4	ECG	3						
5	Defibrillator	3						
6	Portable ventilator	2						
7	Pulse oximeter	4						
8	Portable suction machine - high vac	4						
9	Vertical Autoclave	3						
11	Biosafety Cabinets	3						

Applicable GST on above quoted CMC: ……..% (in percentage)

Note: Quoted CMC price shall be added to the price of respective quoted equipment for comparative purpose. Purchaser reserves the right to award the CMC before or after the warranty period.

ANNEXURE-XIII

Form of Agreement

This Contract Agreement is made on this ……. day of …… between the Project Director, Assam Cancer Care Foundation hereinafter called the FIRST PARTY which includes its successors and permitted assigns and M/s ……hereinafter called the SECOND PARTY.

WHEREAS The FIRST PARTY had invited Tenders for ENTERING INTO RATE CONTRACT FOR EQUIPMENTMEDICAL EQUIPMENT vide Tender No: ……..……DT. ……. and Corrigendum thereof.

The SECOND PARTY submitted its bid for the aforementioned work and agreed to execute the work on the terms & conditions set forth in the Tender document and this Contract Agreement.

The FIRST PARTY, on accepting the bid of the SECOND PARTY issued a Letter of Acceptance vide its Letter No……..……..Dated ……

In pursuance of the Letter of Acceptance, the parties have agreed to enter into this Agreement

WHEREAS in order to avoid all future disputes and misunderstanding, it has been deemed expedient by the parties hereto to put into writing the terms of this Contract Agreement. Now, therefore this Contract Agreement witness as under:

1. This Contract Agreement will come into force and effect on the date of the Contract Agreement and shall remain valid for a period of six months from that date. However, in case of extension of contract for another three months, as per bid conditions, the contract shall be valid for another 3 months on the same terms and conditions.
2. First Party reserves the right to terminate the contract at any moment without assigning any reason thereof.
3. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Contract Agreement:

a) Tender No ……/……. Dt.:-…… and Corrigendum thereof.
b) Technical Bid and Price Bid of the SECOND PARTY
c) Letter of Acceptance issued by the FIRST PARTY
d) This Contract Agreement along with Annexure

4. The SECOND PARTY shall execute orders awarded by the FIRST PARTY from time to time for supply, installation and commissioning of items as described at Annexure-……. to this Contract Agreement and at approved rates indicated thereon.
5. The items supplied by the SECOND PARTY shall be of best quality and shall comply with the specifications, stipulations and conditions laid down at Annexure……..
6. The SECOND PARTY shall provide warranty for the ordered items for the period specified at Annexure…….. commencing from the date of installation.
7. The SECOND PARTY shall furnish Bank Guarantee @ 5% (Five Percent) of the order value as 'Security Deposit' in favour of Assam Cancer Care Foundation within 10 days from the date of signing of agreement for Diphu and Dibrugarh quantities' order and thereafter placement of every Purchase Order(s), if any under this contract, which shall remain valid for the entire warranty period + 6 months commencing from the date of installation.

8. The SECOND PARTY shall complete supply within 6 weeks from the date of issue of the purchase order letter, unless otherwise specified in the Order. For Dibrugarh and Diphu quantities, delivery period is 2 weeks from the date of placement of purchase order. All penalty clauses shall apply.
9. The SECOND PARTY shall deliver ordered items at the District Drug Ware House or at the specified Health Institutions in different districts of Assam as per directions incorporated in the Order or in accordance to instructions given separately with reference to the Order.
10. The SECOND PARTY shall be responsible for arranging Road Permits and be solely responsible for the transportation of the items from its place of manufacture to the place of installation as specified in the Order
11. The SECOND PARTY shall be responsible for any damages/ shortages at the time of delivery in Warehouse/ Institutions.
12. In case there is delay in delivery of goods beyond the stipulated period, there shall be reduction in price @ 0.5 % of the value of the delayed goods per week of delay or part thereof subject to maximum of 10 % of the total order value. Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the SECOND PARTY liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.
13. If the SECOND PARTY fails to execute an Order within the stipulated time, the FIRST PARTY will be at liberty to make alternative arrangements for purchase of the items, from any other source or from the open market, at the risk and cost of the SECOND PARTY. This would be in addition to any other penalties including forfeiture of security deposit.
14. The above conditions of delivery period, price reduction etc. are subject to Force Majeure conditions which are beyond the control of the SECOND PARTY, do not involve fault or negligence of the SECOND PARTY and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the SECOND PARTY the time period of supply may be extended by the FIRST PARTY 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.
15. The SECOND PARTY shall observe the highest standard of ethics during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices –

- "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.
- "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
- "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- "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.

During the performance of the contract, if it is detected that the SECOND PARTY has engaged in corrupt, fraudulent, collusive or coercive practice then (a) the contract shall terminated and (b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding

process by the FIRST PARTY and make suitable alternative arrangement at the risk and cost of the SECOND PARTY.

16. The SECOND PARTY shall fully acquaint themselves of all local conditions and factors that would have any effect on execution of Order/Contract. The FIRST PARTY shall not entertain any request for clarifications from the 'SECOND PARTY' regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

17. Failure to supply ordered items without ACCF logogram will be treated as breach of the terms of agreement.

18. Packing of ordered items shall be sound and be able to prevent damage or deterioration during transit. In the event the items supplied are found to be damaged or defective the FIRST PARTY will be at liberty to make alternative purchase of the items from any other source or from the open market at the risk and the cost of the SECOND PARTY.

19. Payments towards the supply of items will be made strictly as per rules of the FIRST PARTY. Ninety (90) % payment will be released on delivery of the items and balance Ten (10) % on satisfactory installation/commissioning.

- On completion of supply of supplied quantities, invoices with challans along with installation reports (certified by the Head of the Health Institution) and warranty certificates should be submitted in triplicate, addressed to the FIRST PARTY.
- If at any time during the period of Agreement, the price of the item is reduced or brought down by any law or Act of the Central or State Government or by the SECOND PARTY themselves, the SECOND PARTY shall be bound to inform the FIRST PARTY immediately about such reduction in the contracted prices. FIRST PARTY is empowered to unilaterally effect such reduction as is necessary in rates in case the SECOND PARTY fails to notify or fails to agree to such reduction in rates.
- The FIRST PARTY has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified will be applicable.
- If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by FIRST PARTY on the total value of supply to that particular warehouse/institution.

20. Failure of the SECOND PARTY to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated shall constitute sufficient grounds for the annulment of the contract and forfeiture of the Bid Security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on need assessment of the FIRST PARTY.

21. If the supplied items do not conform to specifications, the same shall be taken back by the SECOND PARTY at their cost within a period of 30 days of the receipt of the letter/notice from the FIRST PARTY. If the SECOND PARTY fails to take back the items within the stipulated time, the FIRST PARTY will have the right to dispose-off such ITEMS NOT CONFORMING TO SPECIFICATIONS. The FIRST PARTY may also levy storage charge calculated at the rate of 2% per week on the value of the item rejected till such disposal. The decision of the FIRST PARTY on the quality of the items supplied shall be final and binding.

22. In case of supply of inferior products or products not conforming to specifications, the FIRST PARTY will be at liberty to terminate the contract either wholly or in part on 30 days notice, without assigning any reasons thereof. The SECOND PARTY will not be entitled for any compensation whatsoever in respect of such termination.

23. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the FIRST PARTY, and the SECOND PARTY shall be liable for

all losses sustained by the FIRST PARTY, in consequence of the termination which may be recovered personally from the SECOND PARTY or from their properties, as per rules.

24. Nonperformance of any of the contract provisions will disqualify a firm to participate in tenders issued by the FIRST PARTY for the next five years.
25. In the event of making ALTERNATIVE PURCAHSE, a penalty will be imposed on the SECOND PARTY apart from forfeiture of their Security Deposit. The excess expenditure over and above contracted prices incurred by the FIRST PARTY in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the SECOND PARTY and in the event of such amount being insufficient, the balance will be recovered personally from the SECOND PARTY or from their properties, as per rules.
26. Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Project Director, ACCF am or to the sole arbitration of some person
27. nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of ACCF. The award of the arbitrator shall be final, conclusive and binding on all parties.
28. No suit, prosecution or any legal proceedings shall lie against the FIRST PARTY or any person for anything that is done in good faith or intended to be done in pursuance of the agreement.
29. The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender/contract such dispute shall be subject to the jurisdiction of the Court within the State of Assam only.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract Agreement to be signed in their respective names as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

On behalf of the FIRST PARTY
(Signature)
Name:
Designation:
Address:

Witness 1
(Signature)
Name:
Designation:
Address:

SIGNED, SEALEDANDDELIVERED

On behalf of the SECOND PARTY
(Signature)
Name:
Designation:
Address:

Witness 1
(Signature)
Name:
Designation:
Address: