

**ONLINE TENDER FOR ENTERING INTO RATE CONTRACT FOR  
SUPPLY OF HOSPITAL FURNITURE  
(NATIONAL COMPETITIVE BIDDING)**

**Tender ref No: ACCF/MEDFURNITURES/19-20/01**

**Date: February 6, 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](http://www.assamcancercarefoundation.org)**

<b><u>INDEX</u></b>	
1. INSTRUCTION TO APPLICANT (BIDDER)	4
1.1 SUBMISSION OF PROPOSAL (BID)	4
<b>1.2 IMPORTANT NOTES</b>	4
1.3 BID VALIDITY, CONTRACT PERIOD	5
1.4 ELIGIBILITY CRITERIA	5
1.5 GENERAL CONDITIONS	6
1.6 TENDER FORMS	7-8
1.7 TECHNICAL BID	8
1.8 PRICE BID	8
1.9 TECHNICAL EVALUATION	9
1.10 FINANCIAL PROPOSAL EVALUATION	10
1.11 AGREEMENT	10
1.12 SECURITY DEPOSIT	10
1.13 OTHER CONDITIONS	10
1.14 SUPPLY AND SERVICE CONDITION	11
1.15 DELIVERY PERIOD	12
1.16 DELIVERY POINT AND DESTINATION	12
1.17 PENALTY FOR DELAYED DELIVERY	12
1.18 ALTERNATE PURCHASE	12
1.19 SHORTAGE AND DAMAGE	12
1.20 FORCE MAJUERE	12
1.21 FRAUD AND CORRUPTION	13
1.22 LOCAL CONDITION	13
1.23 LOGOGRAM	13
1.24 PACKING	13
1.25 PAYMENT PROVISION	14
1.26 NON-CONFORMANCE, TERMINATION & PENALTIES	14
1.27 ARBITRATION	15
1.28 SAVING CLAUSE	15
1.29 LAWS GOVERNING THE CONTRACT & JURISDICTION	15
<b><u>ANNEXURES &amp; FORMATS</u></b>	
ANNEXURE IA & IB: UNDERTAKING (By the Bidder)	16-17
ANNEXURE-II: MANUFACTURER'S AUTHORIZATION FORM	18
ANNEXURE-III A&III B: TURNOVER CERTIFICATE (FROM SIMILAR ACTIVITY)	19
ANNEXURE- IV: PERFORMANCE STATEMENT (OF THE BIDDER)	20
ANNEXURE V: UNDERTAKING TO PROVIDE LOGOGRAM	21
ANNEXURE-VI: DETAILS OF MANUFACTURING FACILITIES	22
ANNEXURE-VII: LIST OF ITEMS	23
ANNEXURE-VIII: UNDERTAKING ON FRAUD & CORRUPTION	24
ANNEXURE-IX: AGREED TERMS AND CONDITIONS	25-27
ANNEXURE X: CHECKLIST	28
ANNEXURE XI: TECHNICAL CUM COMPLIANCE SPECIFICATION SHEET	29-34
ANNEXURE XII: SAMPLE BOQ	35
ANNEXURE XIII: FORMAT OF AGREEMENT	36-39

**ASSAM CANCER CARE FOUNDATION (ACCF)**  
**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](http://www.assamcancercarefoundation.org)

**ONLINE TENDER FOR ENTERING INTO RATE CONTRACT FOR SUPPLY OF HOSPITAL FURNITURE**  
**(NATIONAL COMPETITIVE BIDDING)**

**Tender No: ACCF/MEDFURNITURES/19-20/01**

**Date: February 6, 2020**

<b>Tender Schedule</b>	
Date of start of issue of the Tender	6 <sup>th</sup> February 2020
Pre-Bid Meeting	11 <sup>th</sup> February 2020 at 4PM at ACCF Office/ Skype (ID will be published in ACCF Website <a href="http://www.assamcancercarefoundation.org">www.assamcancercarefoundation.org</a> on 7 <sup>th</sup> Feb 2020 at 15:00 PM
Last date and time of bid submission (Online)	27 <sup>th</sup> February 2020 till 11:59 PM
Bid Opening Date (online & offline opening)	28 <sup>th</sup> February 2020 at 10:00 AM
Last date and time of submission of Bid (Financial & Technical) in hardcopy	27 <sup>th</sup> February 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: <a href="http://www.assamcancercarefoundation.org">www.assamcancercarefoundation.org</a>
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" <b>Account No. 37754113832, IFSC: SBIN0003030</b>

## **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](mailto:accf@tender247.net) or [sales@procure247.com](mailto: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.

**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](mailto:info@accf.in) | W: [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org)

## **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 Hospital Furniture”** to ACCF Cancer Care Centres 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 HOSPITAL FURNITURE” & “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](http://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:

S.No.	Name of the Item	Approx. Qty* for Diphu and Dibrugarh Day care Centers	Approx. Qty for Silchar Day care Centre	EMD Amount (in Rupees)
1	Chemo beds	44	12	35000
2	Over bed table with crank mechanism	44	8	5000
3	Bedside locker	44	8	5000
4	Crash cart	2	1	2000
5	Examination table	6	1	10000
6	Wheelchair	2	1	1000
7	Dressing sets & trollies	4	1	6000
8	Patient Stretcher	2	1	1500

\* 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 Hospital Furniture. 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 Hospital Furniture would be sourced by the dealer should also have an average Annual Turnover of **Rs. 500 Lakhs (Rupees Five 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 European CE from Notified Body and ISO 9001, certificates as specified at **Annexure XII**.

1.4.6 Bidder should have experience in supply & installation of Hospital Furniture 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 Hospital Furniture/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](http://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 (European CE from Notified Body and ISO 9001) as specified at Annexure XII. 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 warranty period 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 Authorisation 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 HOSPITAL FURNITURE 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**

- 1.7.1 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.
- 1.7.2 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.

## **1.9 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**

- 1.10.1 Prior 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.

- 1.10.2 The 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

#### 1.13.1 Item 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.

#### 1.13.2 Rates 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.

#### 1.13.3 No 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-XII**.

#### **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 Centres 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**

1.17.1 In 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.

1.17.2 Once 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

1.23.1 Tenders for the supply of Hospital Furniture, 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**.

1.23.2 Failure to supply Hospital Furniture, 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 PURCHASE, 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 furniture / spare parts do not contain any recycled or reconditioned parts  
or components

We hereby extend our full guarantee and warranty as per clauses of contract for the goods offered  
for supply against this Invitation for Bid by the above firm.

(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/Furniture)
2016-17		
2017-18		
2018-19		
Total		
Average		

Date :

Seal :

Signature of Auditor / Chartered  
Accountant

(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	

Date :

Seal :

Signature of Auditor / Chartered  
Accountant

(Name in Capital Letters)

Firm Registration No.....

**UDIN No:**

## ANNEXURE-IV

### Performance Statement (of the Bidder)

Tender No: Sl.	Name of the product (only for Hospital Furniture)	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	:	Signature of Auditor
NAME & DESIGNATION	:	/CA/Authorized Supervising Entity
DATE	:	(Name in Capital Letters)
NAME, ADDRESS& OF THE FIRM	:	

**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 Hospital Furniture 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	Chemo beds	56					
2	Over bed table with crank mechanism	52					
3	Bedside locker	52					
4	Crash cart	3					
5	Examination table	7					
6	Wheelchair	5					
7	Dressing sets & trollies	3					
8	Patient Stretcher	32					

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 **Hospital Furniture** 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. &amp; 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)
	<b>a. Technical</b>	
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>b. Commercial</b>	
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 under clause 1.14 of 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 3 <sup>rd</sup> 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 Furniture.	
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 favoured 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 Authorisation 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	Yes/ No	Deviation if any
1	<p><b>Chemo beds_Fowler Bed with Mattress &amp; Cushion</b></p> <ol style="list-style-type: none"> <li>Should have four sections. Top flat platform should be made of perforated CRC sheet of thickness of 16G or better.</li> <li>Bed frame must be sturdy and stable to support weight of at least 170 kg. The frame structure should be made up of at least 16 G CRC, rectangular / circular pipe of 100 mm x 30 mm.</li> <li>Bed frame mounted on trolley base made up of 100mmx30mm CR C rectangular pipe of 16 gauge</li> <li>All adjustments for fowler position must be obtained from crank shaft, manually operated with stainless steel/ABS foldable handle. ( Three functions 1.e Head , foot and height )</li> <li>The finished bed must be rust proof, pretreated and polished Stainless Steel.</li> <li>The bed should have telescopic side rails of stainless steel of 22 Gauge with spring loaded locking arrangement on both sides</li> <li>Should have easily removable head and foot panels made up of ABS plastic.</li> <li>Fowler bed should be of following dimension: Mattress area of Length 2000 to 2010 mm X Width 900 to 1000mm Height: - 500 to 550mm (without mattress)</li> <li>Should have strong &amp; good quality single wheeled total locking type Swivel Castors of 125 to 150 mm diameter with breaks on all four castors for stabilized position.</li> <li>There should be suitable buffer mechanism to avoid hitting of the bed to the wall from all sides.</li> <li>Should have provision of fixing suitable rod for hanging intravenous / irrigation fluid bottle on both sides at head end and foot end. Each bed should be supplied with 2 no. good quality I. V. rod (both side of the bed).</li> <li>Should have hooks on bed frame on both side for holding urine / drainage bag (at least 2 Nos. on each side). Hooks should be in-turned to prevent injury to bystander.</li> <li>Bed to be European CE from Notified Body and facility to be ISO 9001 approved.</li> </ol> <p><b>MATTRESS</b></p> <p>Anti-bacterial Mattress preferred to be single section and to be combination of good quality foam of minimum 40 mm density.</p>		



2	<p><b>Over bed table with Crank Mechanism</b></p> <ol style="list-style-type: none"> <li>Should have height adjustment facility from 850 mm to 1100 mm with the help of operating lever which activates the gas spring to assist the table top to lift.</li> <li>Gas spring should function smoothly with adjustable height and consistent motion during operation.</li> <li>Table top frame shall be designed to hold the top as well as extension works as a handle for the handling of over bed table.</li> <li>Should have anti scratch, good surface finish ABS Laminated top having dimension 760 mm L x 360 mm W approximately.</li> <li>Should be mounted on four 5 cm swivel castors</li> <li>Should be GREENGUARD / SGS &amp; BIFMA/ANSI certified.</li> <li>The product should be compliant with European CE from notified body and manufacturer should have ISO 9001.</li> </ol>		
3	<p><b>Bedside Locker</b></p> <ol style="list-style-type: none"> <li>overall dimensions should be 400W x 420 D</li> <li>x 840mm H</li> <li>The Locker should have one drawer unit and one cabinet unit fitted with Cam lock.</li> <li>A Gap should be provided between the drawer and Cabinet unit for storage.</li> <li>The locker top should be of 0.8mm thick SS 304 Grade sheet.</li> <li>The SS sheet should be finished in buff-matt finish.</li> <li>The top should have raised border of 10mm height on three sides.</li> <li>Drawer should be made 1 mm thick CRCA sheet and it should be fitted with ball slides for smooth drawer movement and also a recess to serve as handle.</li> <li>Cabinet should made 1 mm thick CRCA sheet, fitted with hinge door and lock and should have louvers for ventilation.</li> <li>Back of the locker should be provided with vertical spacer made of nylon with uniformly distributed total load bearing capacity of 20 kg.</li> <li>Test certificates of these tests should be available proof loading test, cycle tests, impact test, salt spray test, castor break test.</li> <li>Should be GREENGUARD / SGS &amp; BIFMA/ANSI certified.</li> <li>The product should be compliant with European CE from notified body and manufacturer should have ISO 9001</li> </ol>		
4	<p><b>Crash Cart</b></p> <ol style="list-style-type: none"> <li>Overall size shall be more than 900mm L x 500mm W x 1500mm H.</li> <li>The crash cart should be made of 25.4mmx18G Stainless steel grade SS 304 tubular frame work and SS sheet of grade 304.</li> <li>Should have dual push handles on either side.</li> </ol>		

	<ol style="list-style-type: none"> <li>4. Should have S.S. shelves, six colored removable bins &amp; two polystyrene lockable storage units with three drawers each.</li> <li>5. Facility to carry ECG Monitors, Defibrillators etc on open areas at top center and bottom shelves.</li> <li>6. Should have Stainless steel saline rod fixed with.</li> <li>7. Two accessory mounting brackets to mount accessories anywhere without the need of pre-threaded holes.</li> <li>8. Crash cart should be mounted on 12.5 cms dia non-rusting swiveling castor wheels. Two having locking arrangement.</li> <li>9. Oxygen cylinder stand of SS 304 grade, on one side.</li> <li>10. The product should be compliant with European CE from notified body and manufacturer should have ISO 9001.</li> </ol>		
5	<p><b>Examination Table</b></p> <p>Overall size: 1890 mm L x 560mm W x 840mm H. Fixed upholstered top 64mm thick in two sections.</p> <p>Body frame work made from 20G. CRCA sheet and 20 mm x 40mm x 16 G MS. Rectangular Tubes, Couch fitted with stainless steel Legs. Headrest adjustable on gas spring.</p> <p>Upper section of box size 1220 mm L x 460 mm W x 630 mm H with three sliding drawers of size 320 mm L x 430 mm W x 75 mm H.</p> <p>Lower section comprises of three cabinets of inside size 350mm L x 440 W mm x 430 H mm with separate doors &amp; lock. B.P. apparatus tray made of 18 G MS sheet of size 350 mm L x 120 mm W X 20 mm H provided on a swinging rod rotating through a bush welded on the body of the couch. Should have Sliding Inbuilt Step Stool.</p> <p>All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc. by dip tank process pre- treatment system.</p> <p>The treated Metal Surface should have coating of Epoxy Polyester Powder with paint film thickness of 60 microns (minimum) and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.</p> <p>The product should compliant with European CE from notified body and manufacturer should possess ISO 9001.</p>		
6	<p><b>Wheel Chair</b></p> <p>Size : 790 mm (L) x 600mm (W) x 780 (H)</p> <p>Structure: made of 22x1.2 mm A3 carbon steel</p> <p>Finish : Chrome finish</p> <p>Crossbar: 25.4x 1.2mm thick</p> <p>Material: M.S Tubular framework fitted with S.S Seat and back.</p> <p>Wheels : Two solid PU wheels and self-propelling S.S Loops. Two swivel castors 100 mm diameter in front.</p> <p>Arm rest: ABS plastic</p> <p>Foot rest: Aluminum die cast</p> <p>Painting : Pre-treated and Epoxy Powder coated.</p>		

[Type here]

	The product should compliant with European CE from notified body and manufacturer should possess ISO 9001.		
7	<p><b>Dressing sets &amp; trollies</b> Equipment Name: Dressing Trolley</p> <ol style="list-style-type: none"> <li>1. Overall approximate dimension: 1000 mm L X 500 mm W X 900 mm H <math>\pm</math> 50 mm tolerance accepted.</li> <li>2. Approximate shelf dimension: 750 mm L x 500 mm W.</li> <li>3. S.S. tubular frame mounted on four 125 mm diameter castors with synthetic body, two with brake &amp; two without brake.</li> <li>4. Two S.S. shelves with protective railings on all four sides.</li> <li>5. The sheets used shall be of 1.2 mm thick.</li> <li>6. With S.S. bowl and S.S. bucket.</li> </ol> <p><u>Equipment Name: Instrument Trolley</u></p> <ol style="list-style-type: none"> <li>1. Overall approximate dimension: 1000 mm L X 500 mm W X 900 mm H <math>\pm</math> 50 mm tolerance accepted.</li> <li>2. Approximate shelf dimension: 750 mm L x 500 mm W.</li> <li>3. S.S. tubular frame mounted on four 125 mm diameter castors with synthetic body, two with brake &amp; two without brake.</li> <li>4. Two S.S. shelves with protective railings on all four sides.</li> <li>5. The sheets used shall be of 1.2 mm thick.</li> <li>6. The product should compliant with European CE from notified body and manufacturer should possess ISO 9001.</li> </ol>		
8	<p><b>Patient Stretcher</b> Patient trolley</p> <ol style="list-style-type: none"> <li>1. Size: 2000mm (L) x 660mm (W) x 830mm (H)</li> <li>2. Main Frame: 32mm OD x 1.6 mm Thick M.S E.R.W</li> <li>3. Supporting Frame: 25mm OD x 1.6 mm Thick M.S E.R.W</li> <li>4. 4 castor wheels with 200 mm dia.</li> <li>5. Diagonal Dual lock castors</li> <li>6. Stretcher top frame 25mm OD x 1.6 mm Thick M.S E.R.W</li> <li>7. Sheet should be made of CRCA of 1.2mm thickness</li> <li>8. Provision for IV pole.</li> <li>9. Max. Load of 1000 Kg</li> <li>10. Provision for carrying oxygen cylinder.</li> <li>11. Finish: powder coated with anti-microbial epoxy polyester powder.</li> <li>12. The product should be compliant with European CE from notified body and manufacturer should have ISO 9001</li> </ol>		

**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.**

[Type here]



**Annexure XII (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 #	NUMBER #	TEXT #	NUMBER #			NUMBER	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Qty	Units	BASIC Figures entered Bidder	RATE To by in	In be the Rs.	GST	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL In Words	AMOUNT
1	Chemo beds	56	Nos								
2	Over bed table with crank mechanism	52	Nos								
3	Bedside locker	52	Nos								
4	Crash cart	3	Nos								
5	Examination table	7	Nos								
6	Wheelchair	3	Nos								
7	Dressing sets & trollies	5	Nos								
8	Patient Stretcher	3	Nos								

## 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 HOSPITAL FURNITURE** 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 be 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.

[Type here]



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 PURCHASE, 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 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, SEALED AND DELIVERED

On behalf of the SECOND PARTY

(Signature)

Name:

Designation:

Address:

Witness 1

(Signature)

Name:

Designation:

Address: