# TENDER DOCUMENT

**FOR**

**Procurement of 33 kV Indoor Outgoing HT Panels and Retrofit Integration.**

**TENDER NO: ACCF/HTPanels/26-27/141** **Dated: 06.11.26**

**Issued by:**


## ASSAM CANCER CARE FOUNDATION

**3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,**
**Guwahati – 781022, Assam Tel: 8959540828**
**E: procurement@accf.in |W: www.assamcancercarefoundation.org**
**e-tender website:** https://assamtenders.gov.in/

# ASSAM CANCER CARE FOUNDATION

3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,
Guwahati – 781022, Assam
Email: procurement@accf.in |W: www.assamcancercarefoundation.org

Tender No. ACCF/HTPanels/26-27/141 Dated: 07.10.2026

## NOTICE INVITING TENDER

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

**1. Schedule of Events**

| | | |
|---|---|---|
| Date of issue of bid | 06.11.2026 | |
| Pre-Bid Meeting (Offline & Online on Microsoft Teams) | 13.11.2026 | at 12.00 Noon |
| Closing Date & Time for Receipt of Bids | 27.11.2026 | at 3.00 P.M. |
| Technical Bids Opening. | 27.11.2026 | at 4.00 P.M. |
| Financial Bid Opening. | To be communicated | |

**2. Key Information**

| Name of Items | Tender Fee | EMD (INR) | Delivery Period | Place of Delivery |
|---|---|---|---|---|
| 33 kV Indoor Outgoing HT Panels and Retrofit Integration | Rs.500/- | 1,50,000/- | 04 months | Guwahati |

**3. Note:** -

i. Tender value: 44,63,808/- incl. GST.
ii. Tender fees (non-refundable) online via e-portal https://assamtenders.gov.in
iii. EMD shall be deposited through Online in tender portal, i.e., https://assamtenders.gov.in
For FDR/BG/TDR (pledged in the name of Assam Cancer Care Foundation), if opted for, Originals should reach the ACCF office within the submission deadline. Any EMD received after the deadline will lead the bid to be rejected. Any delay by post or courier shall not be entertained.
iv. The above timelines are indicative, and ACCF reserves the right to change the timelines as per the requirement.
v. No extra amount shall be paid other than the contracted/quoted rate.
vi. All applicants must furnish the Bid Security and Processing Fee of the amount and in the manner asked for. Proposal without Bid Security & processing Fee shall be liable for rejection summarily.
vii. Place of any arbitration shall be in the courts of Guwahati (Assam) only.

-S/d-
Assam Cancer Care Foundation,
Guwahati, Assam

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## SECTION-I: INSTRUCTIONS TO BIDDERS ON E-TENDERING

**General Instructions for e tender:**

1.1.1 The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e., https://assamtenders.gov.in) within due date of submission.

1.1.2 All documents including duly filled up forms, formats, instruments and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorized to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.

1.1.3 Proposal shall be typed or written in indelible ink and shall be signed by a person or person(s) duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initialed by the person or persons authorized to sign.

1.1.4 Proposals shall be digitally signed as per Class 3 digital certificate by a person or person(s) duly authorized to sign on behalf of the Applicant for online submission.

1.1.5 The Applicant is required to submit the hard copies of selected key documents of the technical proposal within due date of submission of the proposal. The hardcopies shall include following documents:

1.1.6 EMD (Bid Security) and Processing/RFP Document Fee (proof of payment). If EMD Payment is made in the form of BG/FDR.

1.1.7 The Applicant can submit above hard copies either through courier or by hand (with acknowledgement) in the address given below. Non-submission of hard copies of EMD(if not submitted via RTGS/NEFT/Online) within due date and time shall be treated as no-bid and render the bid liable for rejection.

To,
The Chief Operating Officer (COO),
ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati 781022, Assam.

1.1.8 General guidance for e-Tendering Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractor/bidders to participate in e-Tendering.

1.1.9 Registration of Contractor/bidder

Any contractor/bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through online bidder enrollment in https://assamtenders.gov.in (the web portal of Assam Govt. e Tendering). The contractor/bidder/bidder is to click on the

Online Bidder Enrollment link for creating their account and register their login Id and Password.

1.1.10 Digital Signature certificate (DSC)

Each contractor/bidder is required to obtain a Class-III Digital Signature Certificate (DSC) (only signing certificate is required) for submission of tenders.

1.1.11 Downloading of Bid Documents: The contractor/bidder/bidder can download NIT & Bidding Documents from https://assamtenders.gov.in. There is also different search method for searching of published tenders. For downloading the tender documents or to view the information of a tender Digital Signature Certificate is not mandatory. DSC is mandatory only to submit the Bid.

1.1.12 Participation in more than one work: A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

1.1.13 Seeking Clarification: Bidders can ask any kind of clarification via email to the procurement@accf.in any other mode will not be accepted. Bidder need to submit their clarification in the pdf and excel file with column heading of S no, Tender term no & page, Tender term, Clarification/query/proposed amendment, Justification/reason for change.

1.1.14 Amendment of Bidding Documents:

Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website https://assamtenders.gov.in under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have moved this tender to their “My Tenders” area.

1.1.15 Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their “My Tenders” area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document.

1.1.16 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.

1.1.17 In case a bidder has already submitted the bid before corrigendum & he/she will be allowed to resubmit the updated bid again without any additional cost of EMD. In that case his updated bid shall be taken for evaluation.

1.1.18 Submission of Tenders

General process of submission, Tenders are to be submitted online through the website https://assamtenders.gov.in The tender is a two-cover system and the bidder has to upload their documents as specified in each cover (folder), the first folder is for Technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The documents uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

1.1.19 Technical proposal

i) The Technical proposal should contain scanned copies of the following in two covers (folders).

ii) A-1. Statutory Cover Containing (Please make a list of required documents)

iii) Technical Documents

iv) Eligibility Documents

v) Note: - Failure of submission of any of the above -mentioned documents will render the tender liable to be summarily rejected for both statutory & non statutory cover.

1.1.20 Financial proposal

i) The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document. The bidder has to download the given format ("BoQ", a.xls file) from the respective tender published at https://assamtenders.gov, enter rate into the specified cell and upload the same into the folder named "BOQ" on the website https://assamtenders.gov.in at the appropriate place.

ii) Don't try to rename the file. After entering the rates only save (don't use "Save as" option) and upload it. Important: The Price Schedule are to be uploaded only in e- procurement portal; no hard copy of the same is required to be submitted. Bidder shall quote rate per piece and for destination specified in the bid.

1.1.21 Withdrawal of Bid

i) Bidder can withdraw their bids before online bid submission closing date. But after online withdrawal, System will not allow that bidder to participate in the same tender again.

ii) Resubmission

iii) Bidder can resubmit there bids more than one number of time before the online bid submission closing date and time. In that case his updated bid shall be taken for evaluation.

1.1.22 Help Desk

Help Desk numbers for any kind of support related to e-Procurement: Local Language Support: 1800 2121 18866(Ext. 2) 0361 - 234 7144, 223 7188 (9:30 am to 5:30 pm)

(Language: Assamese/Bengali/Hindi/English) 24 x 7 Help Desk Number: 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787.

International Bidders are requested to prefix 91 as country code.

(Language: Hindi/English)

## SECTION-II: TENDER TERMS & CONDITIONS

**Scope of Work:** The bidder's scope shall include design, engineering, manufacture, supply, factory testing, packing, forwarding, transportation, transit insurance, delivery at site, retrofit integration, site testing and commissioning of three (3) Nos. 33 kV indoor outgoing switchgear panels for extension of and coupling with the existing main HT switchboard at SCI Guwahati. The bidder/OEM shall verify the existing switchboard configuration, busbar arrangement and rating, fault level, panel dimensions, busbar alignment, phase sequence, protection and metering scheme, CT/PT requirements, control supply, interlocking, cable termination arrangement and all electrical/mechanical interfaces prior to manufacture. The panels shall be fully compatible with the existing HT switchboard and shall not be considered as standalone cubicles. The scope shall include all busbar extensions/adaptors, interface materials, control wiring, interlocks, protection and metering components, modifications, hardware and accessories required for complete, safe and reliable integration, whether specifically mentioned in the BOQ or not. OEM supervision and technical support shall be provided during installation, integration, testing, protection/interlock verification, energization and commissioning. FAT at the OEM works shall be included along with all associated arrangements and travel, boarding, lodging and local conveyance expenses for one ACCF engineer and authorised PMC representative(s). No additional claim arising out of compatibility, retrofit modifications, interface requirements or items necessary for successful integration and commissioning shall be entertained after award of the contract.

### 1. Bidder's Eligibility Criteria:

a) The bidder shall be a legal entity registered in India under applicable laws and shall submit valid incorporation/registration documents, PAN and GST registration certificates.

b) The bidder shall be either the **Original Equipment Manufacturer (OEM)** of the offered 33 kV HT switchgear/panel; or an **authorised Indian representative/dealer/channel partner/system integrator of the OEM**. In case of a non-OEM bidder, a **tender-specific Manufacturer's Authorization Form (MAF)** shall be submitted, valid for the bid and contract period. The authorization shall confirm the OEM's responsibility/support for supply, retrofit integration with the existing HT switchboard, warranty, spares, FAT, testing, commissioning and after-sales technical support.

c) The bidder shall have a **minimum average annual turnover of ₹50 lakh during the last three financial years, i.e. FY 2023-24, FY 2024-25 and FY 2025-26, from electrical switchgear/HT panel or similar electrical business**.The bidder shall submit a turnover statement duly certified by a Chartered Accountant/Statutory Auditor in the prescribed tender format**Annexure-V**.

d) Routine tests shall be conducted at the **OEM's works** using calibrated testing equipment in accordance with the applicable IEC/IS requirements.

The bidder shall make complete arrangements for **Factory Acceptance Testing (FAT)** before dispatch. FAT shall include, as applicable, operational checks, circuit breaker operation, protection relay testing, metering, CT/PT circuits, control and auxiliary circuits, electrical/mechanical interlocks, annunciation, indications and functional verification of the complete panel.

Where laboratory accreditation is claimed as part of the bidder's compliance, a valid **NABL accreditation certificate together with the applicable scope of accreditation** shall be submitted.

e) The offered **33 kV indoor metal-enclosed switchgear assembly** shall comply with the applicable latest editions of **IEC 62271-200 / IS/IEC 62271-200** and other applicable IEC/IS standards for the equipment incorporated in the panel.
Valid type-test reports/certificates for the offered or applicable design shall be submitted from an accredited/recognized laboratory as required under the tender. The submitted test evidence shall adequately establish compliance with the specified **rated voltage, short-time withstand current, peak withstand current, internal arc classification where specified, dielectric withstand and temperature-rise requirements**.

f) Where required for connection, charging or acceptance by APDCL, the offered OEM/make of 33 kV HT switchgear shall have the applicable **APDCL approval/empanelment** valid as on the bid due date.
The bidder shall submit the relevant approval letter/document clearly indicating its validity and equipment/product coverage.

g) The bidder/OEM shall be fully responsible for ensuring **electrical and mechanical compatibility of the proposed 33 kV outgoing panels with the existing HT switchboard at SCI Guwahati**.
Before manufacture, the bidder/OEM shall verify at site the existing panel make/configuration, busbar arrangement and rating, fault rating, physical dimensions, busbar alignment, phase sequence, panel coupling arrangement, control voltage, protection scheme, CT/PT requirements, metering, interlocks, cable termination arrangement and all other interface requirements.
All **busbar extensions/adaptors, coupling arrangements, interface materials, control wiring modifications, interlocks, hardware and accessories** necessary for successful integration shall be included in the bidder's scope.

h) The bidder/OEM shall carry out a **mandatory site survey of the existing HT switchboard before finalisation/manufacture of the panels**.
Any modification or additional interface arrangement subsequently required due to non-verification or inadequate verification of the existing installation shall be completed by the successful bidder/OEM **without additional cost to ACCF**.

i) Any equipment, component, accessory, modification, interface material or service necessary for the **safe, reliable and complete operation of the 33 kV HT system**, even if not specifically listed in the BOQ or technical specification, shall be deemed to be included in the bidder's quoted scope and price.
No additional claim arising from **compatibility issues, retrofit modifications or interface requirements necessary for successful integration and commissioning** shall be entertained after award of the contract.

## 2. Signing and Submission of Bid

a) Bidder is required to submit the list of items quoted by him/her in Annexure-I.

b) Bidder is required to submit Bid Form (Annexure-II) by its representatives authorised vide a duly executed Power of Attorney It is not required to submit whole tender document. In case of a proprietorship, Power of Attorney has to be signed by the proprietor; in case of a partnership, it has to be signed by all the partners or by any one of the partners duly authorised by other partners; in case of a company, it has to be signed by the director or by any official duly authorised by the Board of Directors to do so. Format for the Power of Attorney is given in **Annexure-IV**.

c) The bid should be submitted online within the date and time as stipulated in the NIT through website www.assamtenders.gov.in).

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

e) No Bid will be considered for acceptance unless the prescribed Tender Fee and EMD amounts in the prescribed manner and form is submitted along with the Technical Bid within the stipulated time by the Bidder.

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

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

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

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

j) Technical & Financial bids should be uploaded on https://assamtenders.gov.in/ within due date and time giving complete information as per conditions of the bid document. In this regard physical technical bid/price bid envelope or Telex/Telegraphic/ Fax bid/correspondence shall not be considered for acceptance.

k) The Bid shall be completely filled in all respects and shall be submitted online on https://assamtenders.gov.in// with requisite information and Annexures. Any Bid incomplete in any respect shall be liable for rejection.

l) If the space in the Bid or any schedule or Annexure thereof is insufficient, pages shall be separately added. These shall be consecutively page numbered and shall be signed by the Bidder and entered in the index of the Bid.

m) This Bid is invited in Two Bid System. The Bid documents are invited in two parts i.e. Part-I for The Technical Bid & Part-II for Price Bid. Both the parts, completed in all respect are to be submitted on or before the stipulated time & date.

n) **Technical Bid:** Each bidder shall prepare the technical bid in the manner prescribed in this document, complete in all respect. Each page of the bid document shall be numbered serially and signed by the authorised representative before being scanned and uploaded. The bids should be complete in all respect and incomplete bid shall be liable to rejection. Checklist for the Technical Bid preparation is given in Annexure-XI, indicating the list of documents to be furnished. Bidders whose technical bids are found substantially responsive will be informed accordingly for opening of their price bids.

o) The prices must be quoted in Indian Rupees for both indigenous and imported make. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

p) The price comparison shall be of F.O.R. i.e. delivered and installed at consignee's location which is across the districts of state of Assam.

3. **Bid Opening and Evaluation.**

a) It may be noted that when the Bid shall be opened online on the date and time scheduled for Bid opening, only the technical bids will be opened.

b) Item wise bid evaluation shall be made. Tender will be evaluated with reference to various criteria of technical bid. Only those bidders who fulfill both technical (Specification, Warranty, Quality of the product offered) and eligibility criteria shall be shortlisted for price bid opening.

c) The price bids of the technically qualified bidders shall only be opened and then price comparison shall be made to determine L1 (lowest) price for the tendered item. The bidder having the lowest qualified quote shall be declared as the preferred bidder. The bidder is supposed to quote the best of its products against the item tendered. **No bidder is allowed to quote alternative product or price against any item. Qualified L1 quote is one which fulfills all the criteria of bid. However there could be any other unforeseen circumstances which may lead to disqualification of L1 bidder, in such cases, L1 bidder shall be disqualified and L2 bidder becomes L1 and may be considered for award of contract.**

d) Any amendment or correction to the bid document shall be published in the website https://assamtenders.gov.in// or/and at www.assamcancercarefoundation.org. No individual communication shall be made.

e) Technical bids of all bidders received within due date and time will be opened and the bidder(s) may choose to participate in the bid opening through their authorised representatives. Any complaint against any technical bid are to be raised before the Technical Evaluation Committee at the meeting or before the financial bid opening in writing and after which ACCF shall not be liable to entertain any complaint.

**f) Confirmation to Technical Specification:** The bid shall be liable for cancellation in case the product offered in the bid fails to comply with the required technical specifications as stipulated

in Section-IV. The bidder is required to submit along with the technical bid the statement of technical compliance of the product offered as per the format give in **Annexure-VI**.

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

h) The bidder shall complete the Price bids showing the price quoted for the item in the format given in Annexure-X and submit separately in a sealed envelope. Any modification in the price bid format is not allowed.

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

j) Preliminary Examination: ACCF will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Tender Fee and EMD have been furnished, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.

k) The Bidder who is a dealer or distributor of the manufacturer of the product being offered by it has to submit general authorization for sale issued by the Manufacturer. Without this document, bid shall be summarily rejected. The Bid without authorization from the manufacturer as dealer or distributor shall be treated as non-responsive and shall be rejected.

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

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

**6.** **Signing of Contract:** After financial evaluation, ACCF shall notify (Notice of Award) the successful bidder within the period of bid validity, that its bid has been accepted along with the contract forms as provided in the bidding documents in Annexure-XIV, incorporating all agreements between the parties. The successful bidder, within 5 (five) working days of receipt of the Notice of Award, shall furnish the performance security amount and sign the contract. In case the bidder is a proprietary firm it has to be signed by the Proprietor. In other cases, it has to be signed by the authorized signatory. In case of an authorised signatory signing the bid or the contract, the bidder has to submit the original Power of Attorney duly authorized for signing.

7. **Performance Security:**

a) Within 10 working days of the receipt of Notice of Award from the Purchaser, the successful bidder (Supplier) shall furnish the Performance Security and sign the contract. Performance Security shall be for an amount of 5% (Five percent) of the order value (Including GST), valid for the entire period of warranty.

b) However, if the supplier fails to execute the order or fails to perform the services as per the contract in addition to other penal actions, the performance security shall be liquidated & the amount shall be forfeited.

c) Failure of the successful bidder to comply with the requirement of Clause 7 & 8(a) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD (bid security), in which event ACCF may decide to award the contract to the next lowest evaluated bidder or call for new bids.

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

**e)** The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(i) Demand Draft or Bankers Cheque issued on any scheduled commercial bank in favour of Assam Cancer Care Foundation payable at Guwahati.

(ii) Fixed Deposit Receipt with lien marked in favour of Assam Cancer Care Foundation.

(iii) Bank Guarantee (in the prescribed proforma given at Annexure-XIII issued by any scheduled commercial bank having branch in Guwahati).

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

9. **Warranty:**

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

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

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

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

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

12 . **Reasonableness and Firmness of Contract Price:**

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

b) During the period of the validity of rates, if the price of the item is reduced due to any reason including any Law or Act of the Central/State Government, the Supplier shall be statutorily bound to intimate the reduced rates immediately to ACCF and shall charge the reduced rates. ACCF is empowered to unilaterally effect such reduction as is necessary in rates, in case the Supplier fails to notify or fail to agree to such reduction of rates.

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

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

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

14. **Statutory Taxes/ Duties:**

a) In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to statutory act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

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

c) Further, in case the bidder has been enjoying duty/tax exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if duty/tax becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by ACCF.

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

a) The supply of entire quantity of the ordered item(s) has to be completed within the delivery period as given in NIT Clause 2. In case of delay, penalty @ 2%(two percent) of delayed value of goods per week of delay or part thereof subject to maximum of 10%(ten percent) of the total order of value shall be imposed on the supplier.

b) Non-performance of the contract provisions may make the bidder liable to be disqualified to participate in any tender for the next 3 years, in addition to forfeiture of EMD / Performance Security and other penal provisions.

16. **Payment Terms:**

Procedure for Payment: 80% after receipt of material at site,20% after commissioning.

Warranty Certificates. 1 Year from the date of commissioning & handover.

Original Challan Copy/ Acknowledgement of receipt of Goods.
Copy of Rate Contract.

No payment is made unless all four documents are produced.
Discrepancies (e.g., mismatch in invoice vs. delivery challan) must be resolved before payment.
Equipment's should be covered under insurance that will be renewable yearly basis.

**Additional terms and conditions**:

Performance Penalties: The vendor shall be liable for performance penalties in the event of missed delayed implementation, or failure to meet agreed timelines.

On-Site Support: On-site technical support shall be made available by vendor as and when required by the client. This includes deployment of field engineers for urgent issues, system failures, or major configuration changes.

Equipment Provision and Uptime Commitment: Vendor shall be responsible for supplying all necessary equipment and ensuring full device compatibility and support. Availability of spare parts for a defined period (e.g., 5 years) should be with the supplier.

**Insurance Coverage:**
Suppliers must insure goods against transit risks (damage, theft, loss).
Insurance validity until delivery and acceptance by customer.
Option for extended insurance until installation.
Supplier is liable for damages due to faulty equipment.

17. **Force Majeure:**

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

18. **Fraud & Corruption:**

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

a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
b) "Fraudulent Practice" means misrepresentation or omission of facts in order to procure the contract.

c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of ACCF, designed to establish bid prices at artificial, non-competitive level.

d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

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 with forfeiture of EMD and/or Performance Security and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

19. Termination of Contract:

In case of non-performance or delay in supply, ACCF reserves the right to cancel the Supply Order with the forfeiture of performance bank security.

20. **Settlement of Disputes:**

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

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

20. **Laws Governing the Contract & Jurisdiction:**

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

## SECTION-III: SCHEDULE OF REQUIREMENT

**PART-I: ITEM, QUANTITY, EMD AND TENDER FEE**

**(Amount in Rupees)**

| Sl. No. | Name of Item | EMD (INR) | Tender Processing Fee |
|---|---|---|---|
| 1. | 33 kV Indoor Outgoing HT Panels and Retrofit Integration | 1,50,000/- | Rs 500/-<br>Non-refundable |

**Note:**

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

**PART-II: SCOPE OF INCIDENTAL SERVICES:**

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

**PART-III: DELIVERY TERMS & CONDITIONS**

| | | |
|---|---|---|
| 1 | Purchaser | Assam Cancer Care Foundation, Guwahati |
| 2 | Place of Delivery & Installation | State Cancer Institute, Guwahati |
| 3 | Terms of Delivery | F.O.R. Destination |
| 4 | Delivery Period | 4 months |

## ANNEXURE-II: BID FORM /COVERING LETTER

Date:

To
The Director
Assam Cancer Care Foundation,
Guwahati, Assam

Ref: Tender No. ACCF/HTPanels/26-27/141

Sir,

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

1. ……
2. ……..
3. ……*(Pls mention the quoted products here)*

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

If our bid is accepted, we will provide performance security of 5% of the contract value within 5 (five) days of receipt of Notice of Award and sign the contract.

We agree to abide by this bid for a period 100 days from the date of opening of the bid (please specify the calculated date) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that this is a quantity contract and ACCF reserves the right to vary the PO quantities and also not bound to place any Rate Contrcat.

Dated this……..day of …. …

Signature
(In the capacity of)

Duly authorized to sign tender for and on behalf of ……

ANNEXURE-III:  DETAILS OF TENDER FEE and EMD SUBMITTED

## ANNEXURE-IV: FORMAT FOR POWER OF ATTORNEY

**Format for Power of Attorney for Signing of Application**
***(On the letter head of the bidder)***

**Power of Attorney**

We, …… (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. ……(name and residential address) who is presently employed with us and holding the position of ……..as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender No: ACCF/HTPanels/26-27/141 "33 kV Indoor Outgoing HT Panels and Retrofit Integration" including signing and submission of all documents and providing information to ACCF and its officials or representatives, representing us in all matters, and generally dealing with the ACCF management in all matters in connection with our Bid.

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

Dated this the _____ day of _____200_

For _____

(Name, Designation and Address)
Accepted
_____(Signature)
(Name, Title and Address of the Attorney)
Date : _____

*Note:*

i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

iii. *In case the Application is executed outside India, the Applicant has to get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

*Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).*

## ANNEXURE-V: TURNOVER STATEMENT

### ANNUAL TURNOVER STATEMENT

(In the letterhead of the CA Firm)

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

| Sl. No | Financial Year | Turnover (Rs. in lakhs) |
|---|---|---|
| 1 | 2023-24 | |
| 2 | 2024-25 | |
| 3 | 2025-26 | |
| **Average Annual Turnover in last three years** | | |

**The Average Annual Turnover in last three financial years is Rupees…….(in words)**

Date:
Place:

Signature of Auditor/ Chartered Accountant
(With Official Seal)

UIDN: xxxxxxxxxxxxx

## ANNEXURE-VI: TECHNICAL SPECIFICATION COMPLIANCE STATEMEMT

## TECHNICAL SPECIFICATION COMPLIANCE STATEMEMT

**Item No. : Quoted Model: ……..(**Pls mention name of the quoted model)

Signature of the Bidder/Authorised Representatives

## ANNEXURE-VIII: UNDERTAKINGS FOR VARIOUS TERMS OF THE BID DOCUMENT

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

To
The Director
Assam Cancer Care Foundation
Guwahati, Assam

Ref: Tender No. ACCF/HTPanels/26-27/141

Sir,

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

a) The rate(s) quoted by me/us are valid and binding on me/us for acceptance for the entire contract period and which is at par or lower than the rate quoted by us for any institution in India.

b) The quantity contract shall be completed as per the direction given in rate contract within the stipulated delivery period failing which we shall be liable for the delay penalty.

c) The articles shall be strictly as per specification and of the best quality as per requirement of ACCF. The decision of ACCF as regards to the quality and specification of article shall be final and binding on me/us.

d) We understand that ACCF may place order(s) for supply without entering into the formal contract to expedite the supply and contract can be signed at a later date. ACCF may deduct the Performance Security Amount from the payment due to supplier.

e) The supplied goods shall be covered under warranty. In case of any defect reported, the same shall be replaced or repaired as per the warranty terms. Brand offered by us have service center in Guwahati at _____.

f) We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited.

g) We agree to accept the amount of the bill to be paid by ACCF after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.

h) We shall strictly observe the laws against fraud and corruption in force in the country in competing in this bid and, if the award is made to us, in executing the subject contract.

SIGNATURE. :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

SEAL :

## ANNEXURE-IX: NON-BLACKLISTING DECLARATION BY THE BIDDER

**DECLARATION**

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

**Tender Ref No:**

For quantity contract of……

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

I, _____Proprietor/ Partner /Director of M/s _____hereby declare that the information given in this form is true and correct to the best of my knowledge & belief. I/we agree to the ACCF forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

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

Dated:

Signature

Name of the bidder

Address

## ANNEXURE-XII: CHECKLIST FOR TECHNICAL BID

### Technical Bid Checklist

Pls ensure to submit following in the submitted bid:

| Sl. No | Document | Page |
|---|---|---|
| 1 | NEFT/RTGS/DD towards the cost of Tender Fee. | |
| 2 | Annexure-I: List of quoted item(s) | |
| 3 | Annexure-II: Bid Form/Covering Letter | |
| 4 | Annexure-III: Details of item wise EMD submitted | |
| 5 | Annexure-IV: Power of Attorney to sign the bid | |
| 6 | Annexure-V: Turnover Statement duly certified by the Auditor/Chartered Accountant in the format | |
| 7 | Document of Incorporation or Certificate of Registration / Incorporation. | |
| 8 | Self-Certified copy of the GST Registration Certificate & PAN | |
| 9 | Original literature/ or brochure on the model released/ issued by the manufacturer on the item offered in the bid | |
| 10 | Enclose General Manufacturer Authorisation for sale | |
| 11 | Annexure-VI: Compliance Statement of the quoted model(s) with respect to tendered Technical Specification and amendment (if any) thereof | |
| 12 | Annexure-VII: Performance Statement for supply of similar items along with Order Copies | |
| 13 | Annexure-VIII: Undertakings for various terms of the bid document | |
| 14 | Annexure-IX: Undertaking for non-blacklisting | |
| 15 | Annexure-X: Declaration for eligibility against OM by GoI | |
| 15 | Annexure-XI: Price Bid Format | |
| 16 | Annexure-XII: Checklist | |
| 17 | Annexure-XIII: Bank Guarantee format for EMD | |
| 18 | Annexure-XIV: Bank Guarantee format for Performance Security | |
| 19 | Annexure-XV: Draft Contract Agreement Form | |

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

To
The Head Operations
Assam Cancer Care Foundation
Guwahati, Assam

Whereas…… [name of bidder] (hereinafter called "the bidder") has submitted his tender dated ……. (date)for the quantity contract of……..(hereinafter called "the bid").

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

Sealed with the common seal of the said bank this …… day of ……., 2026.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.

(a) fails or refuses to execute the contract form, if required or;
(b) fails or refuses to furnish the Performance Security, in accordance with the clauses of the tender.

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

This guarantee will remain in force up to and including 30 (Thirty) days after the period of bid validity or as it may be extended by the purchaser and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank

Seal
Date……
Place……..
Witness……..
(signature, name and address)

## ANNEXURE-XIV: PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To
The Head Operations
Assam Cancer Care Foundation
Guwahati, Assam

Whereas……(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No……..dated……..2026 to supply
(description of goods and services (hereinafter called "the rate contract").

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we have agreed to give the supplier such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ……(amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

**This guarantee shall be valid** for the entire period of warranty from the date of completion of order.

Signature of the bank

Seal
Date……
Place……
Witness……..
……
(signature, name and address)

## ANNEXURE-XV: DRAFT CONTRACT FORM

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

This agreement made the ……day of……. 2026 between ACCF, Guwahati (hereinafter "the purchaser") of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter "the supplier") of the other part.

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

And whereas the Supplier has deposited a sum of Rs ……/- (Rupees ……), in the form of Bank Guarantee, issued form ……. having branch at Guwahati, before signing of this agreement as performance security deposit.

Now this Agreement witnesses as follows:

01.The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

(a) the Technical Specifications,
(b) the Terms and Conditions of the Tender Document
(c) the Supplier's bid and original Price Schedules and
(d) the Purchaser's Notification of Award

02. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

03.The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

| SL. No. | Brief description of goods/services | Quantity to be supplied | Unit price | Delivery terms (FOB/CIF/FOR etc) |
|---|---|---|---|---|
| | | | | |
| | | | | |

Total value:
Delivery schedule:

In witness whereof, the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said…… (for the purchaser)
in the presence of ……

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