

**REQUEST FOR PROPOSAL (RFP)**

**APPOINTMENT OF HR CONSULTANCY FIRM FOR REVIEW OF HR POLICY, COMPENSATION  
BENCHMARKING STUDY AND LEVEL EQUIVALENCE EXERCISE FOR ASSAM CANCER CARE FOUNDATION.**



**RFP No: ACCF/HR/2024-25/89**

**Date:09/12/2024**

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**RFP Schedule Dates & Key Information:**

Name of the Company	ASSAM CANCER CARE FOUNDATION	
Date of issue of RFP	09-12-2024...	
Submission of Pre-Bid Queries	Date & Time	17-12-2024 before 5:00 PM
Pre-Bid meeting	Date & Time	17-12-2024 before 3:00 PM
Last Date for submission of Bids	Date	26-12-2024
	Time	15:00 hours
Schedule for Opening of Technical Bids	Date & Time	One Hour after bid submission
Schedule for Presentation by Bidders	Time	Shall be communicated separately by email

Brief Description of Item	Bid Security/ EMD (In Rs)	Timeline for Execution of work	Tender Fees (in Rs)
APPOINTMENT OF HR CONSULTANCY FIRM FOR REVIEW OF HR POLICY, COMPENSATION BENCHMARKING STUDY AND LEVEL EQUIVALENCE EXERCISE FOR ASSAM CANCER CARE FOUNDATION	50,000/- (Fifty Thousand) only To be submitted Online on e-portal	60 days from Date of formal order	1,000/- Online on e-portal

**Note:**

1. This RFP document is the property of ACCF & is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.

## DISCLAIMER

The information contained in this Request for Proposal (“RFP / Bid Document”) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Assam Cancer Care Foundation (“ACCF”), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer. The purpose of this RFP is to provide applicants who are qualified to submit the bids (“Bidders”) with information to assist them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. ACCF makes no representation or warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. ACCF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment at the discretion of ACCF. ACCF reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders only through the website of [assamtenders.gov.in](http://assamtenders.gov.in). ACCF shall not publish any modification, addition, or alteration through advertisement in newspapers or any other media and shall only be hosted on the websites of [www.assamtenders.gov.in](http://www.assamtenders.gov.in) and [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org). Any information contained in this document will be superseded by any later/subsequent modification, addition or alteration or any written information on the same subject made available/accessible to all recipients by ACCF.

ACCF reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP or the RFP process itself at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of ACCF in this regard shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

**It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit websites [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org) and [www.assamtenders.gov.in](http://www.assamtenders.gov.in) for any changes / development in relation to this RFP.**

## SECTION - 1

### 1. BACKGROUND

Assam Cancer Care Foundation (ACCF) is a joint initiative of Government of Assam and Tata Trusts. It was set up in December 2017 to create a first-of-its-kind, three-level cancer grid in the State. The distributed cancer care model was conceptualized by the Government of Assam and the Tata Trusts to create patient-centric cancer institutions to deliver standardized and affordable cancer care closer to patients' homes. ACCF is presently operating 7 (Seven) cancer care hospitals at Dibrugarh, Barpeta, Darrang, Lakhimpur, Tezpur, Kokrajhar & Jorhat. 10 (Ten) more cancer care hospitals are being set up and will be operational during 2024 and 2025.

ACCF currently has more than 710 employees across more than 7 locations in Assam.

### 2. Scope of Work

ACCF intends to appoint an HR Consultancy Firm for review of ACCF HR Policy and Processes, Compensation Benchmarking Study, Level Equivalence exercise and review of Performance Management System. The HR Consultant's scope of work would comprise of:

- I. **HR Policy** – Review the existing HR policy and processes at ACCF and recommend suitable improvements in line with standard industry practices in healthcare sector in India including Performance Management System and Promotion Policy - and alignment thereof to achieve the desired corporate plans and objectives.
- II. **Compensation Benchmarking** - This should include study and development of a comprehensive compensation plan for all the job categories of ACCF including:
  - a. As is study – Understanding internal job grades and roles and all-inclusive salaries associated with them. Prepare salary grids with minimum, maximum and median numbers and map that with market benchmarks.
  - b. Compensation benchmarking – grade wise compensation bracket considering Total Cost to Company.
  - c. Recommendation on compensation structure – Fixed as well as Variable with quartile distribution.
  - d. Alignment with labour code
  - e. Admin & Support, Clinicians, Technicians/Technologist/Scientific Officers, and Nursing Team to be covered in the exercise.
  - f. Total number of roles to be covered under this exercise will be around 140.
- III. **Level Equivalence & Hierarchy**

This should include benchmarking of ACCF headcount numbers, Grades, Designations and hierarchy, total Headcount, Function wise Headcount, Current Grading Structure at ACCF, Grades, Designations & Roles of People Managers & Individual Contributors – separate and with a mapping to current market, Organization Structure against identified peer groups(Admin & Support, Clinicians, Technicians/Technologist/Scientific Officers, and Nursing Team to be covered in the exercise). Total number of roles to be covered under this exercise will be around 140.

- IV. ACCF do have approx 710 employees on roll and consultant employee engaged by ACCF these includes clinical and other administrative staff. Department wise manpower details will be shared with onboarded vendor.

### 3. DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted by the Bidder after careful study and examination of this RFP including the scope of work and timelines thereto with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid application should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which ACCF shall not be held responsible. Any decision taken by ACCF as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be questioned/challenged by the Bidder(s).

### 4. ELIGIBILITY CRITERIA FOR BIDDERS

All eligibility requirements mentioned below should be duly complied by the bidders as applicable and relevant supporting documents should be submitted along with the bid application for the fulfilment of eligibility criteria failing which the Bids may be summarily rejected. **The details of the supporting documents are mentioned in Section 5 – Annexure 1 – Eligibility Criteria.**

- 4.1. Bidder should be a duly constituted entity under Indian Laws.
- 4.2. Bidder should be in existence for three years as on the date of the RFP. (In case of mergers /acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be considered). The Bidder should have experience in formulating HR strategy document and processes for a Healthcare Organization in the last three years as on the date of the RFP.
- 4.3. The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body/judicial or any other authority. (Self-Declaration / An undertaking to this effect is to be submitted by the bidder).
- 4.4. The bidder should have had experience in Compensation benchmarking and Level equivalence study for a Healthcare firm of not less than 500 employees
- 4.5 The bidder should have had experience in project managing the implementation of any HR initiative in a Healthcare organization in India having at least 10+ branches.
- 4.6 The Bidder should have average annual turnover of last three years of Rs 2 Crores or more during last three financial year. this turnover shall be from HR consultancy related work only.

**Note:**

- Healthcare Organizations means Organisations running chain of Hospitals/ Hospital.

- Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the ACCF decides, originals / certified copies should be shown for verification purpose. ACCF reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the bid ab-initio.

## 5. BID EVALUATION CRITERIA (BEC)

5.1. To meet ACCF requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing services in the field of Human Resources Management. The bidder must have the technical know-how skilled manpower with adequate expertise that would be required to successfully provide the services sought by ACCF.

5.2. An illustrative, but not exhaustive list of areas of expertise preferred for the above assignment is provided below:

- Experience in successfully implementing a Human Resource Management strategy and processes for Healthcare Organizations.
- Good knowledge of operational challenges faced by Human Resources Department.
- Experience in assessment & implementation of HR strategy.
- Experience in Compensation benchmarking and level equivalence.
- Expertise in developing and presenting Project Plans, milestones, details of HR engagement.
- Experience in developing HR Project Design, Implementation methodology and Reporting methodology documents.

5.3. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of ACCF in this regard shall be final, conclusive and binding on the Vendor.

5.4. The successful Bidder shall be selected based on the evaluation of their Technical and Commercial Bids. In case only one bid is received, ACCF reserves the right either to reject or appoint the sole bidder at the sole discretion of ACCF.

5.5. ACCF reserves the right to modify / amend/ scrap the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. At any time during the process of evaluation, ACCF may seek specific clarifications from any or all Bidders.

5.6 EMD(Earnest Money Deposit) and tender processing fee

- Non- submission of EMD as mentioned in the RFP shall be one of the primary reasons for rejection of the offer in the first round.
- EMD of unsuccessful bidders will be discharged/ returned within 30 days of finalization of tender. Online submitted EMD is subject to the e-tender Portal guidelines and will be returned through e portal itself.
- The successful bidder's EMD will be discharged upon the bidders' signing the contract and furnishing the performance security.
- No interest will be paid for the EMD submitted.
- The EMD shall be valid for a period of not less than 30 days beyond the date of bid validity (total 210 days from bid closing date) and which may be extended further on mutual consent.
- The EMD will be forfeited, if a bidder: -
  - Misrepresents facts or submit fabricated / forged / tampered /altered / manipulated.
  - Withdraws bid after opening of technical bid.
  - A successful bidder, fails to sign the contract after issuance of Letter of Intent/Award
  - Fails to furnish required performance security after issuance of Letter of Intent/Award.



## 6. GUIDELINES FOR BIDDERS

6.1. The Bid consists of two parts namely “Technical Bid” & “Commercial Bid”.

Request for Proposal is to be submitted online on Assam State Public Procurement Portal (eProcurement) in the manner prescribed below: -

The RFP/Bids must be submitted online through Public Procurement Portal (eProcurement) ([www.assamtenders.gov.in](http://www.assamtenders.gov.in)) in two bid system (Technical and Commercial Bid) separately along with company profile, clients’ list. The detailed scope of work, terms & conditions and application form can be downloaded from [www.assamtenders.gov.in](http://www.assamtenders.gov.in) & [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org). All information as detailed below is to be submitted (Technical & Financial) on Portal (eProcurement).

Bidders are expected to examine all instructions, forms, terms and other details in the RFP document carefully. Failure to furnish complete information as mentioned in the RFP document or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder’s risk and may result in rejection of the proposal.

6.2. ACCF reserves the right to summarily accept or reject in part or full any or all the Bids without assigning any reason whatsoever. Any decision of ACCF in this regard shall be final, conclusive and binding on the Bidder.

6.3. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of ACCF and shall be binding on the Bidder. Any decision of ACCF in this regard shall be final, conclusive and binding on the Bidder.

6.4. ACCF reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of ACCF in this regard shall be final, conclusive and binding on the Bidder.

6.5. Modification to the Bid Document, if any, will be made available as an addendum on ACCF website and / or emailed to the prospective Bidders.

6.6. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders’ queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org) and [www.assamtenders.gov.in](http://www.assamtenders.gov.in) website to get themselves updated on changes / development in relation to this RFP.

**The Bid Documents may be downloaded from ACCF website [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org) and [www.assamtenders.gov.in](http://www.assamtenders.gov.in) and the duly filled applications along with supporting documents to be submitted at [www.assamtenders.gov.in](http://www.assamtenders.gov.in) as per dates given in tender schedule.**

6.7. If a holiday is declared on any of the dates mentioned above, the Bids shall be received /opened on the next working day at the same timings specified above.

6.8. Successful Bidder(s) would be required to submit 5% performance security of quoted amount in the form of BG/GDR/NEFT, which shall remain with the ACCF for one month beyond acceptance of final report. Successful bidder need to sign the Contract, other forms contained in the Bid Document,) with ACCF, at Guwahati, Assam only.

- 6.9. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. ACCF shall not be responsible or liable for reimbursing/compensating these costs and expenses.
- 6.10. To complete the work within stipulated timeframe, Bidder's employees / contracted workmen may have to visit ACCF office/Hospitals multiple times, at no extra cost to ACCF.
- 6.11. Quotations contained in the Bids shall remain valid for a period of 120 (One hundred and twenty) days from the date of submission of the Bid in response to the RFP.
- 6.12. Prices quoted should be exclusive of taxes i.e. GST. The Commercial bid shall be on a fixed price basis, exclusive of all taxes and levies at site as mentioned above. The fixed price includes travel/ lodging/ boarding/ local conveyance etc.
- 6.13. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- 6.14. The price ("Bid Price") quoted by the successful Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material after the assignment has been awarded. However a Bidder may submit a revised bid before the last date of submission of Bid.
- 6.15. Bidder need to submit their price bid only in e-tender, bidder need not to submit any hard copy of the price bid.
- 6.16. ACCF will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.
- 6.17. During the period of evaluation, Bidders may be asked to provide additional details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation/clarification.
- 6.18. ACCF's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
- 6.19. The Bids received and accepted will be evaluated by ACCF on a Techno-Commercial basis. However, ACCF does not bind itself to accept any Bid, lowest or otherwise, and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 6.20. The relevance of the Bids to the requirements of this RFP will be determined on the basis of whether it contains all documents or information specifically called for in this RFP document. A proposal determined not relevant will be rejected by ACCF and despite any correction by the Bidder of the non-conforming item(s), may not be considered relevant by ACCF.
- 6.21. Apart from the above, the company profile, experience and performance track record of the Bidder in the area of the assignment, methodology to be adopted to carry out the assignment, delivery schedule, service support, price, details of the team proposed for the assignment etc. shall be some of the important criteria in selecting the bidder.
- 6.22. The Bids will be evaluated both on the Technical and Commercial merits and ACCF's decision in this regard shall be binding, final and conclusive.

## **7. PAYMENT TERMS**

7.1. No advance payment will be made on award of the contract.

7.2. The payment shall be made based on milestones as given below:

- 1<sup>st</sup> payment- On submission of Inception report. – 15%
- 2<sup>nd</sup> payment- on submission of draft findings and draft report -35%
- 3<sup>rd</sup> payment- final payment on acceptance of final report- 50%

7.3. All payments shall be subject to TDS, if any, as per the tax rules at the time of Payment.

7.4. It may be noted ACCF will not pay any amount/expenses/charges/fees/travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”.

7.5 Overall duration of the project is 60 days only. Payment will be done within 30 days on receipt of bill and completion of milestone.

## SECTION – 2

### 1. PROCEDURES FOR SUBMISSION OF BIDS

1.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to ACCF for necessary clarifications and / or confirmation.

1.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign with date and stamp each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.

1.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations.

1.4. The Bid shall contain the full name, address, telephone nos. (mobile no and landline) and E-mail ID of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared “Late”. No indications pertaining to price, financial or commercial terms are to be made on the envelopes.

1.5. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

1.6. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. ACCF shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

1.7. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

1.8. ACCF reserves the right to adjust arithmetical or other errors in the bid, in the manner in which ACCF considers appropriate or deems fit. Any adjustments so made by ACCF shall be stated to the Bidder, if ACCF makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of ACCF and shall be final, conclusive and binding on the Bidder.

1.9. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and ACCF and supporting documents and printed literature shall be in English.

1.10. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

1.11. ACCF is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever. ACCF also reserves the right to re-issue/re-commence the Bid/bid process. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

1.12. The Technical Bid shall contain no financial/commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

1.13. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by ACCF. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

1.14. ACCF reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring ACCF to do the aforesaid.

1.15. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

1.16. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

1.17. Each page should be stamped and initiated by authorized signatory.

1.18. The Bidders shall seal and mark the Bid accordingly.

1.19. All the proposal documents must be scanned properly before uploading in the technical bid folder.

1.20. All Schedules, Formats and Annexures should be stamped and signed by the authorized signatory of the Bidder before scanning and uploading in the PDF format in the technical bid.

1.21. Proposals containing Technical Bid superscribed **“TECHNICAL BID FOR APPOINTMENT OF HR CONSULTANTANCY FIRM FOR REVIEWING HR POLICY, COMPENSATION BENCHMARKING STUDY AND LEVEL EQUIVALENCE EXERCISE FOR ASSAM CANCER CARE FOUNDATION”** & COMMERCIAL BID SUPERSCRIBED **“COMMERCIAL BID FOR APPOINTMENT OF HR CONSULTANTANCY FIRM FOR HR POLICY, COMPENSATION BENCHMARKING STUDY AND LEVEL EQUIVALENCE EXERCISE FOR ASSAM CANCER CARE FOUNDATION”** must be put together and submitted as aforementioned. The Bidder shall submit only One Original set of the Bid.

1.22. (Technical Bid): The Technical Bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The Technical Bid should be complete and should be submitted in the specified format only **(Section 4- Annexure C)**

1.23. (Commercial Bid): The Commercial Bid should give all relevant price information. The Commercial Bid should be submitted in the specified format only. **(Section 4 – Annexure B). This price bid need to be uploaded only in the e-tender portal. Commercial bid/Price bid must not be submitted in the hard copy.**

1.24. If the outer cover of the Bid is not sealed and marked appropriately, ACCF will assume no responsibility for the bid's misplacement or premature opening.

## 2. DOCUMENTS TO BE SUBMITTED WITH THE BID

The following inter-alia must be submitted by all the Bidders. The Technical bid must be made in an organized, structured, and neat manner. The bidder must submit a hard copy of the entire proposal to ACCF at the address provided.

2.1. The technical bid document shall be organized and submitted as per the following sequence:

- i. Bidder's profile with compliance (Section 4 -Annexure A) with Bid forms Technical Bid (Section 4 -Annexure C ) & Commercial Bid (Section 4 -Annexure B)
- ii. Team Profile (Section 4-Annexure D) along with relevant supporting documents
- iii. Undertaking that bidder complies with/accepts all terms & conditions stipulated in the RFP without any deviations.
- iv. Technical proposal detailing the scope, approach and deliverables for the scope of work specified in the document as per scoring criteria
- v. Fulfilment of Eligibility Criteria (Section 5 – Annexure 1)
- vi. Self –declarations (Section 4 – Annexure F)
- vii. Certified true copy of Board Resolution along with Power of Attorney (POA), if stipulated, authorizing the signatory to sign all documents in respect of RFP including the Commercial Bid.
- viii. Constitutional Documents including PAN etc.

2.2. The above details are mandatory, without which the Bids are liable to be rejected. **The list of documents in the technical bid should be strictly as per “Section 5 -Annexure 2” stipulated in the RFP.**

Technical proposal should contain information required to evaluate the capability of the consultant to carry out the Human Resources assessment and strategy. The technical proposals, among other things, should contain the following:

1. Methodology/Approach document proposed for accomplishing the proposed strategy.
2. Details of Professional qualifications and experience of the key staff proposed/ identified for this assignment.

## 3. CLARIFICATION OF BID DOCUMENT

3.1. Any prospective Bidder requiring clarification of the Bid Document may notify ACCF in writing at the email address at [procurement@accf.in](mailto:procurement@accf.in). ACCF will respond by email, to any request for clarification of the Bid Document, received not later than the dates prescribed in RFP schedule . format for the clarification seeking is mentioned below prospective bidders need to send this in the excel and PDF format.

S No	Tender term no and pg no	Tender terms	Changes /amendment/clarification required	Justification/reference for change
1.				
2.				

3.2. It may be noted that notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall have to regularly visit ACCF's website to get them updated on any changes / development in relation to this RFP.

3.3. The queries of all the bidders should reach in writing or by e-mail as per tender schedule, on the address as mentioned above. It may be noted that no queries of any bidder received after the specified date shall be entertained. The clarifications will be posted on ACCF's Website.

#### **4. LANGUAGE OF BIDS**

The Bids prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and ACCF, shall be written in the English language only.

#### **5. BID PRICES**

5.1. The prices quoted should be in the Indian rupees only.

5.2. The prices quoted will be exclusive only of GST as applicable.

5.3. The total price quoted must be inclusive of cost of resources and providing services during the service period.

5.4. The rate quoted for the services and facilities provided by the consultant should be valid for the period of 90 days from the date of award of the contract.

5.5. In the absence of above information a Bid may be considered incomplete and summarily rejected. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

5.6. Bidder shall carry out the supply and implementation of the solution strictly in accordance with the requirements detailed under the Scope of Work of the Bid Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid Document and to complete the work duly operable and safe as per the best industry practice.

#### **6. FIRM PRICES**

6.1. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

6.2. The Commercial bid shall be on a fixed price basis, exclusive of all taxes and levies at site as mentioned above. The fixed price includes travel/ lodging/ boarding/ local conveyance etc.

#### **7. BIDDER QUALIFICATION**

7.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.

7.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.

7.3. The Bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued. Each bid shall be signed by a duly authorized officer.

7.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the bidder.

7.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. ACCF may reject outright any Bid not supported by adequate proof of the signatory's authority.



## **8. PERIOD OF VALIDITY OF BIDS**

8.1. Bids should be valid for 120 (one hundred twenty ) days from the last date for submission. A Bid valid for a shorter period may be rejected by ACCF as non-responsive. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder. The validity period is required to hold the prices till the selection of the vendor for entering into a rate contract.

8.2. In exceptional circumstances, ACCF may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

## **9. FORMAT AND SIGNING OF BIDS**

9.1. The Bidder shall submit only one original set of the Bid.

9.2. The original shall be signed by the person or persons duly authorized to bind the Bidder to the Contract.

9.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

9.4. The Bid should be a complete document and should be bound as a volume. The order of documents in the technical bid should be strictly as per Section 5 - Annexure-2 at the end of this RFP.

9.5. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

9.6. Each page should be stamped and initialed by authorized signatory.

9.7. The Bidders shall seal and mark the Bid accordingly and then upload with proper scanning it in PDF format. Bidder should ensure that all the pages are properly scanned before uploading the documents on e-tender portal. Uploaded document shall be legible.

9.8. If the outer cover of the Bid is not sealed and marked appropriately, ACCF will assume no responsibility for the bid's misplacement or premature opening.

## **10. LOCAL CONDITIONS**

The Bidder and any of their personnel or agents / subcontractors will be granted permission by ACCF to enter upon its premises for the purpose of understanding the organization but only upon the express condition that the Bidder, their personnel and agents/ shall keep all information pertaining to ACCF confidential.

## **11. LAST DATE FOR RECEIPT OF BIDS**

11.1. Bids will only be received by ACCF on or before the last date / time.

11.2. In the event of the specified date for the receipt of Bids being declared a holiday for ACCF, the Bids will be received up to the appointed time on the immediate next working day.

## **12. LATE BIDS**

Any bid received by ACCF after the last date for receipt of bids prescribed by ACCF, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder. Any bidder fail to submit bid online in the e-tender portal shall summarily rejected.



### **13. MODIFICATION AND WITHDRAWAL OF BIDS**

13.1. The Bidder may submit the revised bid or withdraw its Bid after the Bid's submission but before the last date of submission of Bid, provided that written notice of the modification or withdrawal is received by ACCF prior to the last date prescribed for submission of Bids and subsequently ACCF agrees to such request.

13.2. ACCF will not be responsible to return hard copy of technical bid in case bidder fail/withdraw its bid before the time of bid submission.

13.3. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

13.4. No Bid may be modified subsequent to the last date for receipt of Bids.

13.5. No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid. If any bidder withdraw the bid after the bid opening or not ready to execute the contract then EMD of the bidder will be forfeited.

### **14. ADDRESS FOR CORRESPONDENCE**

The Bidder shall designate the official mailing address, email id and phone number to which all correspondence shall be sent by ACCF.

### **15. OPENING OF BIDS**

15.1. Opening of Technical Bids: ACCF will open the Technical Bids of the bidders online. In the event of the specified date of Bid opening being declared a holiday for ACCF, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by ACCF and informed by e-mail or fax or letter or communication posted on the website of ACCF.

15.2. Announcement of Bids: The Bidder's name, Bid modifications or withdrawals and such other details as ACCF at its sole discretion may consider appropriate, will be announced at the opening of bids.

15.3. Bids not considered for evaluation: Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

15.4. Opening of Commercial Bids: On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted for financial bid opening.

15.5. Commercial Bids will be opened online on e-tender portal and kept on ACCF's records.

15.6. Bidders' authorized representatives may not be invited at the time of opening of the Commercial Bids.

### **16. CLARIFICATIONS**

When deemed necessary, ACCF may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

### **17. CONTACTING ACCF**

17.1. No Bidder shall contact ACCF on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

17.2. Any effort by a Bidder to influence ACCFs Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

## **18. EVALUATION AND COMPARISON OF BIDS**

### **a) Preliminary check**

i. The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

ii. ACCF will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.

iii The selection of successful bidder will be through QCBS (Quality cum Cost based selection) method.

iv. A Bid determined as not substantially responsive will be rejected by ACCF and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

vi. ACCF may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

vi. ACCF reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for ACCF's action. Any decision of ACCF in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

vii. ACCF reserves the right to re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for ACCF's action. ACCF shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. ACCF further reserves the right to re-issue /re- commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of ACCF in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

### **b) Technical Bid evaluation**

i. A committee constituted by ACCF for the purpose of selection of the successful Bidder, would evaluate Bids.

ii. Technical Bid should be complete in all respects and contain all information asked for, except price information.

iii. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, of the Bidders will be done. In the second stage, the commercial bids would be evaluated.

iv. Each Bidder acknowledges and accepts that ACCF may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

v. The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP. Bidder's proposal should conform to the format and chronology of the contents of the technical bid as listed out under Section 5 -Annexure 2 of the RFP. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.

Sl.	Parameters	Score	Max. Marks	Requirement / Documents to be submitted
1	Relevant Experience (in Years) in the Healthcare sector with similar experience in  1. Compensation Benchmarking.  2. Level Equivalence and Hierarchy.	1 - 4 years = 5 marks 4.1 - 7 years = 10 marks 7.1 - 10 years = 15 marks, Above 10 years = 20 marks	20 marks	Attach PPT/PDF/ Word doc /Excel on sample work done with Healthcare/other clients. Attach order copy for each client separately
2	Relevant work done for clients belonging to the similar industry – project brief with client details.	1 - 3 clients = 5 marks 4 - 6 clients = 10 marks Above 6 clients = 15 marks	15 marks	Attach PPT/PDF/ Word doc /Excel on details of relevant work with Healthcare/ other clients' overview. Attach order copy for each client separately.
3	a) Team composition – CVs and past projects handled indicating Project Director, Manager, SMEs etc.  b) Proposed team composition for ACCF project	a) Last 5 years project details as the scope of the RFP, marks will be provided on scope relevance. Each project will be entitled to Max 10 marks. Upto total 30 marks  b) ACCF also wants bidder to provide the Team composition for current project based on RFP scope wherein Max 10 marks will be provided on sole discretion of ACCF committee	40 marks	a share Team composition – Past and Proposed*  b To furnish testimonials from Client.  Share proposed team credentials*
4	Presentation on Project Plan and Approach Methodology to ACCF committee	Agenda - Project Plan , Approach , Completion timeline, list of clients	20 marks	Submit soft copy at the time of bid submission

\* Brief details need to be shared for evaluation and scoring.

\* Bidder shall submit the oldest work order copy for similar experience along with substitute work done details for maximum scoring

\* Team profile shall be shared in below format along with detailed CV

\* Bidder shall submit the reputed clients details to prove its credentials.

Sr no.	Name of the Team Member	Qualifications & certification	Previous Healthcare Organizations where team member was associated	Duration of Team member Association	No. of years of experience
1					
2					

vi. The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. The evaluation of technical proposals, among other things will be based on the following:

- Methodology/Approach proposed for conducting the study.
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Prior experience of the bidder in undertaking projects of similar nature in Healthcare organizations in India.

vii. Various stages of technical evaluation are presented below:-

- Matching the clear eligibility criteria as stated in the Clause “Eligibility Criteria”.
- Short-listing of the bidders based on the eligibility criteria.
- Arriving at the final score on technical proposal after Presentation-cum-interaction.

viii. ACCF may at its sole discretion seek clarifications/ additional information from the bidders during the evaluation of Technical Bids.

ix. Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. However ACCF committee have right to reduce this cutoff marks to 50 marks if sufficient bids (3 nos.) are not available for financial bid opening. Bid will only be considered if committee is over all satisfy with the credentials of the bidder.

### Scoring sheet for Technical evaluation

Technical criteria are classified under 3 heads – (i)Credentials with Reference Checks, (ii)People and (iii)Presentation & Interview. The table below highlights the parameters under the technical criteria and scoring methodology.

#### Note:

- The Bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client’s letter head in case of credentials or bidder’s letter head in case of self- declaration.

### Techno - Commercial Evaluation – (Based on the Technical scores and Commercial Scores)

The winning bidder will be decided based on the Techno-Commercial evaluation.

- Technical will carry 70% weightage and Commercial will carry weightage of 30%
- The score(s) will be calculated for each of the technically qualified bidders using the formula:-  

$$(\text{Minimum Commercial Quote/Quoted Price}) \times 30\% + (\text{Technical Score}) \times 70\%$$
- Highest scores so obtained using the above formula shall be declared as successful bidder.
- In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared as successful bidder.

v. ACCF may call upon the ultimate (Successful) bidder to make a detailed presentation to the Management Committee/COO of ACCF.

vi ACCF reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following.

- a) If none of the bidders qualify in the technical bid evaluation.
- b) If selected bidder fails to execute the Consultancy Agreement within the time limit stipulated.

ACCF's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

ACCF also reserves the right to re-issue / re-commence / cancel/ scrap the Bid/Bid process. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidders. ACCF shall not incur any liability whatsoever to the bidder(s) on account of any action taken by ACCF while exercising its rights mentioned hereinabove. ACCF shall not be obliged to inform the bidder(s) of the grounds for ACCF's rejection/ re-issue / re-commencement / cancellation/ scrapping of the Bid/Bid process.

18.1. ACCF reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ACCF's action. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

## **19. POST QUALIFICATION**

19.1. ACCF will determine to its satisfaction whether the selected Bidder (as having submitted the best-evaluated responsive Bid) is qualified to satisfactorily perform the Contract. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

19.2. This determination will take into account the Bidder's, technical, implementation and post-implementation capabilities, expertise and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder, reference check if required and the presentation made by the bidder.

19.3. ACCF shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received incomplete offers, without assigning any reason whatsoever. ACCF reserves the right to make any changes in the terms and conditions of the RFP. ACCF will not be obliged to meet and have discussions with any bidder, and/ or to listen to any representations.

19.4. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event; ACCF will proceed to the next best-evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by ACCF shall be final, conclusive and binding on the Bidder.

## **20. ACCEPTANCE OF BID**

Prior to the expiration of the period of Bid validity, ACCF will notify the Successful Bidder in writing, that its bid has been accepted and that the contract has been awarded.

## **21. EXECUTION OF LEGAL DOCUMENTS (CONTRACT etc.)**

21.1. After ACCF notifies the Successful Bidder that its bid has been accepted; the Bidder shall sign the Contract in the format enclosed as Annexure H and complete the execution of all other legal documents immediately as per this RFP including submission of performance security equivalent to 5% of the quoted amount(excluding GST) in the form of BG/FDR/NEFT with validity of one year.

21.2. The signing of Contract should be accompanied by the submission of any other document as stipulated by ACCF.

21.3. The Contract form and all other documents (Refer Section-5) would be stamped signed and executed at Guwahati, Assam only and all the documentation process shall be completed within 5 days of receipt of notification of award of contract.

21.4. Payment of stamp duty would be as per laws applicable in the State of Assam.

21.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. ACCF shall not be responsible or liable for reimbursing / compensating these costs and expenses.

21.6. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of ACCF including but not limited to the right to levy/ impose and recover penalties as specified in this RFP or Contract.

21.7. The detailed process / procedure for execution of the contract and other documents will be shared with the successful bidder.

## SECTION-3

### 1. DEFINITIONS

In this RFP / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

1.1 "The Contract" means the agreement entered into between ACCF and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for "appointment of HR consultant for Human Resource Management Strategy" of the said project of ACCF as inclusively stated under Scope of work (Section 1).

1.2. "Successful Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.

1.3. "Purchaser" means ACCF Limited including its successors and assigns.

1.4. "Contract Price" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.

1.5. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.

1.6. "Service Period" means the period of 2 months commencing from the date of execution of the contract.

1.7. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.

1.8. "Acceptance of Bid" means the letter/email or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.

1.9. "Business Day" means a day other than a Saturday or Sunday and a public holiday (as per the official holidays observed by ACCF).

1.10. "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

1.11. "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

1.12. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases,

computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

1.13. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.

1.14. "Site" means the location where the "Consultant appointed for implementation Human Resources Management Strategy" are to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

1.15. "Healthcare Organization"

## **2. INTERPRETATION**

In this Contract unless a contrary intention is evident:

2.1. The clause headings are for convenient reference(s) only and do not form part of this Contract.

2.2. Unless otherwise specified a reference to a clause number is a reference to all its sub- clauses.

2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time.

2.4. A word in the singular includes the plural and a word in the plural includes the singular.

2.5. A word importing a gender includes any other gender.

2.6. A reference to a person includes a partnership and a body corporate.

2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation.

2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of ACCF.

## **3. USE OF CONTRACT DOCUMENTS AND INFORMATION**

3.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section-4 -Annexure G. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

3.2. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.



3.3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

#### **4. INCIDENTAL SERVICES**

4.1. The incidental services to be provided pursuant to and in accordance with the Contract are as under:

- i. Performance of on-site understanding of HR system at ACCF;
- ii. Furnishing of services required for HR strategy.
- iii. Furnishing manuals for each appropriate unit within HR strategy.
- iv. Any other related services as the Purchaser may require and deem fit.

#### **5. CONTRACT AMENDMENTS**

No variation in or modification of the terms of the Contract shall be made and be valid unless, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties.

#### **6. DELAY IN BIDDER'S PERFORMANCE**

6.1. Implementation of the Human Resources Management Strategy shall be made by the Successful Bidder strictly in accordance with the time schedule prescribed by ACCF. Time is of the essence of Contract.

6.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding timely implementation of project, the Successful Bidder shall promptly notify ACCF in writing of the fact of the delay, it's likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, ACCF shall at the earliest evaluate the condition/ situation, and consider, extending the Successful Bidder's time for performance, with or without non-performance penalty, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.

6.3. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:

- 6.3.1.1. Non-Performance Penalty
- 6.3.1.2. Termination of the Contract for default

#### **7. NON-PERFORMANCE PENALTY**

7.1. If the selected bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract, ACCF reserves the right to recover penalty @ 0.5% of the contract value per week or part thereof, subject to a maximum of 10% of contract value for non-performance/delayed performance. However ACCF may at its sole discretion may provide a cure period to the vendor considering the quantum of work completed, the delay involved, citing delay is beyond the control of selected bidder etc. ACCF shall have the sole discretion in adjudging such failure/breach and such finding shall be unimpeachable. Penalty is not applicable for reasons attributable to ACCF and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to ACCF or Force Majeure.

7.2. ACCF reserves the right to waive the non-performance penalties.

#### **8. FORCE MAJEURE**

8.1. Notwithstanding the provisions of this RFP the bidder shall not be non-performance penalties or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract / Agreement is the result of an event of Force Majeure.

8.2. For purpose of this Clause "Force Majeure" means any failure or delay by selected bidder or ACCF in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions ,acts of governmental authorities or other events beyond the reasonable control of non-performing party ,is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

8.3. ACCF may terminate the Contract / Agreement, by giving a written notice of minimum 7(seven) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 45 (Forty Five) days.

**"Force Majeure Event"** means any event or circumstance or a combination of events and circumstances which satisfies all the following conditions:

- materially and adversely affects the performance of obligations under the Contract;
- are beyond the reasonable control of the Bidder;
- Bidder could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and
- Do not result from the negligence or misconduct of Bidder or the failure of the Bidder to perform its obligations under the Contract.

## 9. DISPUTE RESOLUTIONS

9.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

9.1.1 The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within 10 (ten) days of receipt of the notice.

9.1.2 The matter will be referred for negotiation between COO, ACCF of the Purchaser and senior representative of the Vendor immediately. The matter shall then be resolved by them and the agreed course of action documented within a further period of 10 (ten) days.

9.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Guwahati, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language and the order shall be in English Language. Subject to the above, the courts of law at Guwahati alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

9.3. The Vendor shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## 10. ADDRESS FOR NOTICES

10.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) upon receipt of confirmation receipt when sent by facsimile; or (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	Assam Cancer Care Foundation 3rd Floor, VK Trade Centre, Downtown, Guwahati Assam- 781022 Email: Procurement@accf.in
In the case of Bidder	<..... company name & Address... > ..... ..... Attn: ..... Tel: +91- .....Fax: +91-..... Email:.....

10.2. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

## 11. TAXES AND DUTIES

11.1. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.

11.2. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

## 12. SUCCESSFUL BIDDER'S INTEGRITY

The Successful Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

## 13. SUCCESSFUL BIDDER'S OBLIGATIONS

13.1. The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.

13.2. The Successful Bidder would be required to provide requisite onsite support and to enable the Purchaser to meet the objectives of the strategy provided.

13.3. The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

#### **14. SURVIVAL**

14.1. Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

14.2. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

14.3. ACCF reserves the right to recover any dues payable by the Consultant from any amount outstanding to the credit of the Consultant, including the pending bills and or/adjusting Security Deposit/invoking Performance Penalty, if any under this contract or any other contract/order.

14.4. ACCF shall pay the Consultant any due till the date of termination, as per terms of this Agreement.

#### **15. NO AGENCY**

The Services of the Bidder herein shall not be construed as any agency of Purchaser and there shall be no principal agent relationship in this regard.

#### **16. NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS.**

In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

#### **17. KEY PERFORMANCE MEASUREMENTS**

Unless specified by the Purchaser to the contrary (in writing), the Bidder shall deliver the project and carry out the implementation under and in accordance with the terms of this Contract/RFP.

#### **18. COMMENCEMENT AND PROGRESS**

The Bidder shall proceed to carry out the Implementation of the project with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract/Purchase Order/s and shall meet the standards of good industry practice.

#### **19. REPORTING PROGRESS**

19.1. The Successful Bidder shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Services to the Purchaser.

19.2. The submission for an approval by the Purchaser of such programme as the furnishing of such particulars shall not relieve the Bidder of any of his duties, obligations or responsibilities under the Contract.

19.3. In case during execution of work/Services the progress falls behind schedule then the Bidder should notify the Purchaser in writing about the same with proper causes for the delay and recovery procedures mentioned. Bidder shall deploy extra manpower, resources to make up the progress. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder.

## **20. ADHERENCE TO PROCEDURES, RULES REGULATIONS AND RESTRICTION**

20.1. Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All labour and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

20.2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable rules and instructions.

## **21. STATUTORY REQUIREMENTS**

During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.

## **22. CONTRACT PRICES**

22.1. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

22.2. Further, ACCF shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty on the Successful Bidder.

## **23. DATA SECURITY**

23.1. The Bidder and its personnel shall not carry any written material, layout, diagrams, pendrive, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.

23.2. The Bidder personnel shall follow Purchaser's Data security policy and instructions in this behalf.

23.3. Bidder acknowledges that Purchaser's HR, personal, business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Purchaser. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

23.4. Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

#### **24. OWNERSHIP AND RETENTION OF DOCUMENTS**

24.1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

24.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

#### **25. REPRESENTATIONS AND WARRANTIES**

In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

25.1. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing consultancy and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide /Strategy/Services sought by the Purchaser, under and in accordance with this Contract.

25.2. The Selected bidder shall neither use nor display the name, logo or mark of ACCF (or any logo or mark similar thereto) in any manner whatsoever except with prior written approval of ACCF.

25.3. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Licenses/Strategy/Services under the Contract.

25.4. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

25.5. That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.

25.6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

25.7. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

25.8. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.

25.9. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

25.10. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.

25.11. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.

25.12. That all conditions precedent under the Contract has been complied.

25.13. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

25.14. That the Bidder certifies that all registrations, recordings, filings and notarisations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

25.15. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

25.16. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

## **26. CONFIDENTIALITY**

26.1. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:



- i. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- ii. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
- iv. to treat Confidential Information as confidential for a period of three (3) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

26.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- ii. is independently developed by the recipient without breach of this Contract;
- iii. information in the public domain as a matter of law;
- iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
- v. is released from confidentiality with the written consent of the other party.

26.3. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

26.4. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.

26.5. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.

26.6. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than



reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

26.7. Our Respective confidentiality obligations under this agreement shall continue three years following the termination of the agreement.

26.8. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

## **27. TERM AND EXTENSION OF THE CONTRACT**

27.1. The term of the Contract shall be for a period of 2 month from the date of award of contract

27.2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 15 days before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of ACCF.

28.1. ACCF, by a 7 (seven) day written notice sent to the consultant, may terminate the contract in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for ACCF's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

28.2. This agreement shall be terminated on completion of all services by the consultant or on completion of Term of Contract whichever is later. ACCF reserves the right to cancel the contract placed on the consultant after giving 7 (seven) days' notice in writing and recover expenditure incurred by ACCF in the following circumstances:

- a. The consultant commits a breach of any of the terms & conditions of the contract.
- b. The consultant goes in to liquidation voluntarily or otherwise.
- c. ACCF finds that the association will not be beneficial for the organisation

28.3. ACCF reserves the right to recover any dues payable by the Consultant from any amount outstanding to the credit of the Consultant, including pending bills and /or adjusting security deposit /invoking Performance Penalty, if any under this contract or any other contract/order.

28.4. ACCF shall pay the Consultant any dues till the date of termination, as per terms of this Agreement. Our respective confidentiality obligations under this contract shall continue three years following the termination of the Agreement.

28.5 The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

## **29. CONSEQUENCES OF TERMINATION**

29.1. Nothing herein shall restrict the right of the Purchaser to enforce the Deed of Indemnity (Section 4 - Annexure I) and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.

29.2. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

29.3. In the event of termination of this Contract for any reason whatsoever, ACCF shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

### **30. CANCELLATION OF CONTRACT AND COMPENSATION**

30.1. ACCF reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by ACCF on the following circumstances:

- 30.1.1. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- 30.1.2. The bidder goes into liquidation voluntarily or otherwise.
- 30.1.3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- 30.1.4. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- 30.1.5. If deductions on account of Performance Penalty exceeds more than 5% of the total contract price.

30.2. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, ACCF reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same and ACCF will not be liable to pay anything to selected bidder. In this event, the selected bidder is bound to make good the additional expenditure, which ACCF may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

30.3. ACCF reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Penalty, if any, under this contract or any other contract/ order

### **31. NON ASSIGNMENT**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Consultant without advance written consent of ACCF and any such sale, lease, assignment or otherwise transfer shall be void and of no effect.

### **32. NON EMPLOYER-EMPLOYEE RELATIONSHIP**

The Consultant or any of its holding / subsidiary / joint-venture / affiliate /group /client companies or any of their employees/officers/staff/personnel/representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with ACCF or any of its employees / officers / staff /representatives /personnel /agents. The relationship between ACCF and bidder shall not constitute any partnership but would be an arm's length relationship.

### **33. SUBCONTRACTING**

The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior written consent of ACCF and ACCF's decision in this regard will be final and acceptable to the bidder.

### **34. ENTIRE CONTRACT**

The terms and conditions laid down in the Bid and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

### **35. GOVERNING LAW**

This Contract shall be governed in accordance with the laws of India.

### **36. JURISDICTION OF COURTS**

The courts at Guwahati shall have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

### **37. "NO CLAIM" CERTIFICATE**

37.1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

37.2. In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

### **38. COMPLETION OF CONTRACT**

38.1. Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

38.2. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

### **39. LIMITATION OF LIABILITY:**

Notwithstanding anything contained in the RFP, If the Bidder fails to complete the entire contract before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Services, ACCF may be entitled to damages from Bidder. Bidder's aggregate liability under such circumstances shall be subject to an overall limit of 100% of the Total Contract value.

**SECTION- 4****ANNEXURE A- BIDDER'S PROFILE**

<b>No.</b>	<b>Particulars</b>	<b>Details to be furnished by the bidder</b>
1	Name of the Bidder	
2	Type of organization & year if incorporation / registration	Certificate of registration / incorporation
3	Year of establishment and constitution.	Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be
4	Location of Registered office/ Corporate office and address	
5	Correspondence/Mailing address of the bidder at Guwahati with Contact person name/s, Telephone and Mobile nos.	
6	Name, Designation and contact details including email, of the person authorized to sign the Bid/Proposal and all other documents incidental to the RFP.	Certified True copy of the Board Resolution to this effect to be submitted.
7	Escalation Matrix for the purpose of RFP	
8	Names and Designations of the persons authorized to make commitments to ACCF.	Certified copy of the Power of an Attorney.
9	Details of prior experience in performing end to end consultancy services for similar assignments	As per details mentioned below
10	Whether documents regarding bidder's proposed methodology/approach for providing Services to ACCF with specific reference to the scope of work has been submitted.	Yes /No.

Note: - Kindly submit the details in below format for point no. 10

Sr. No	No of clients in healthcare giving segment wise breakup	Work description	client ref. letter attached (Y/N)

**\* Single Point of Contract** - The selected bidder should have a local office in India and has to provide details of single point to contract viz. Name, designation address, e-mail address, telephone/mobile no. etc. Escalation Matrix should be provided with full details.

Place:

Date:  
Bidder

Seal & Signature of the

## **ANNEXURE B- COMMERCIAL BID FORM**

The Commercial Bid should contain the Total project cost. ACCF will not provide any reimbursement for travelling, Lodging / boarding, local conveyance or any other related expenses. The bidder should specify any other charges required. The bidder has to quote for the fees based on the scope of work outlined in Section 1- Scope of work. All commercials quoted shall be Exclusive of applicable taxes and on a fixed price basis.

The commercial bids have to be provided in the form and manner given online

### **Note**

- The base location for the project execution would be at Guwahati
- Fee is payable only on actual availing of services and no minimum or fixed fees are payable
- The commercial Bid shall be on a fixed price basis, exclusive of all taxes and levies at site as mentioned above. The fixed price includes travel/lodging/boarding/local conveyance etc.
- It may be noted that ACCF will not pay any amount/expenses/charges/fees/travelling expenses/boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”. However, Consultant, if required by ACCF, has to travel to our offices located in and outside Guwahati. No separate reimbursement towards travel and other expense shall be made by ACCF.

**ANNEXURE C- TECHNICAL BID FORM**

(To be included in Technical Bid)

Date:

COO,  
Assam Cancer Care Foundation

Dear Sir,

Sub: RFP for Appointment of Consultant for HR Process and Policies, Compensation Benchmarking and Level  
Equivalence Exercise Project Reference No: \_\_\_\_\_

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer to provide services in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the schedule of prices attached and made part of this Bid.

1. If our Bid is accepted, we agree and undertake, to deliver the goods/provide services in accordance with the project schedule.
2. We agree to abide by this bid during validity of the bid may be accepted at any time before the expiration of that contract.

We further confirm that,

1. Our offer is valid for a period of 120 days from the last date (revised last date if such date is extended by ACCF) for submission of bid.
2. Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of ACCF duly initialed/executed shall constitute a binding Contract between us.
3. We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.
4. We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

Dated this ..... Day of.....2023.

Signature

Name                      and                      Designation                      of                      Authorized                      Signatory

Company Seal.

**ANNEXURE D- PROPOSED TEAM PROFILE**

<b>Sr no.</b>	<b>Name of the Team Member</b>	<b>Qualifications &amp; certification</b>	<b>Previous Healthcare Organizations where team member was associated</b>	<b>Duration of Team member Association</b>	<b>No. of years of experience</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					

We hereby acknowledge that the information provided by us is true and correct.

Signature

Name and Designation of Authorized Signatory

Company Seal



## ANNEXURE –E POWER OF ATTORNEY

(On Stamp Paper of Rs. 100/- Duly notarized with entry in notary register)

Know all men by these presents, we \_\_\_\_\_ (name of the Bidder and its address) do hereby appoint and authorize Shri \_\_\_\_\_ (full 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 proposal for, in response to the RFP (Request for Proposal) floated by ACCF (hereinafter referred to as ACCF), including signing and submission of all documents and providing information/responses including negotiations to ACCF in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to \_\_\_\_\_ have \_\_\_\_\_ been \_\_\_\_\_ done \_\_\_\_\_ by \_\_\_\_\_ us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted (Signature)

(Name, Title and Address of the Attorney) Date:

Witnesses:

1)

(Name, Signature & Address)

2)

(Name, Signature & Address)

**Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

## ANNEXURE F- SELF DECLARATIONS

(Undertaking to be submitted on Bidder 's Letter Head)

To,  
COO,  
Assam Cancer Care Foundation

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Sub: Sub: RFP for Appointment of Consultant for HR Process and Policies, Compensation Benchmarking and Level Equivalence Exercise Project Reference No: \_\_\_\_\_

We, [•] (name and designation) on behalf of [•] having its registered office at [•] have submitted a Bid proposal to ACCF for [•] in response to the Request for Proposal (RFP) dated issued[•] by ACCF.

1. We are duly authorized persons to submit this undertaking
2. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP Terms and conditions.
3. We do not have any business relationship with ACCF including its directors and officers which may result in any conflict of interest between us and ACCF. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
4. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP. We confirm that we have capabilities to execute the desired project as per scope of work. We also confirm that we have executed similar project for other clients as well.
5. We have provided with all necessary information and details as required by ACCF and shall provide with such additional information's may be required by ACCF from time to time.
6. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector organisation /ACCF/ statutory or regulatory or investigative agencies or Govt organisations in India or abroad in the last 5 years.
7. There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
8. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.
9. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to ACCF.

It is further certified that we have not modified or deleted any text/matter in this RFP.

Signature

Name of the signatory Designation

Mobile no.

Company Seal.

**ANNEXURE G - NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement entered between ACCF, a company incorporated and registered under the Companies Act, \_\_\_\_\_ and a \_\_\_\_\_ company within the meaning of Section 5 (c)

of the ..... Regulation Act, ..... and having its registered office at \_\_\_\_\_ (hereinafter

called “the Purchaser/ACCF” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART** and \_\_\_\_\_ (Name of Vendor) of

\_\_\_\_\_ (Please specify the registered office of the Vendor)

(Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

WHEREAS ACCF called for the bids for Appointment of HR Consultancy firm Consultant for review of HR Process and Policies, Compensation Benchmarking and Level Equivalence Project. M/s \_\_\_\_\_ (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and implement the project as per service requirements and scope of works stipulated in the RFP for ACCF branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

WHEREAS the vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the vendor in their Request for Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to ACCF,

NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, for ACCF, to grant the vendor specific access to ACCF's property/information and other data.

In connection with this Agreement,

“Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of ACCF or its Subsidiaries or Affiliates and/or any other information of either Party whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

(a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
  - (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - (iv) treat Confidential Information as confidential for a period of three (3) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- (b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
- (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
  - (ii) is independently developed by the recipient without breach of this Contract.
  - (iii) is the public domain.
  - (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information.
  - (v) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

(c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises of ACCF or may require the vendor's personnel to have access to computer networks and databases of ACCF while on or off premises of ACCF. It is understood that it would be impractical for ACCF to monitor all information made available to the vendor's personnel under such circumstances and to provide notice to the vendor of the confidentiality of all such information. Therefore, the vendor agrees and undertakes that any technical or business or other information of ACCF that the vendor's personnel, or agents acquire while on ACCF premises, or through access to ACCF computer systems or databases while on or off ACCF premises, shall be deemed Confidential Information.

(d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of ACCF in respect of the Confidential Information.

(e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

(f) The provisions here above shall survive termination of the Contract.

For and on behalf of (The Receiving Party)

---

Signature

Name of the signatory Designation

Company Seal.

Place:

Date:

**For and on behalf of ASSAM CANCER CARE FOUNDATION**

**(The Disclosing Party)**

**ANNEXURE H- CONTRACT FORM**

THIS AGREEMENT made at \_\_\_\_\_ the \_\_\_\_\_ day of 2023

By and between

ACCF, a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ And its Corporate office at \_\_\_\_\_ hereinafter called "the Purchaser" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART** and \_\_\_\_\_ (Name of Successful Bidder) of \_\_\_\_\_ (Please specify the registered office and Corporate office if any and registration no0 of the Successful Bidder) (Hereinafter called "the Vendor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

The Purchaser and Vendor are hereinafter collectively referred to as "Parties" and individually as Party-

**WHEREAS** the Purchaser vide RFP No. \_\_\_\_\_ dated \_\_\_\_\_ (the RFP) invited bids for certain Services viz \_\_\_\_\_ (Brief Description of Services). The Bidder had submitted its bid in accordance with the requirements of the RFP and after due bidding process and negotiations and based on the representation and warranties and capabilities presented, the purchaser has accepted the bid submitted by the Vendor for rendering of the Services for the sum of \_\_\_\_\_ (Contract Price in Words and Figures) (Hereinafter called "the Contract Price"). Please refer Section-5 of RFP.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP/Conditions of Contract referred to.
- 2) This Contract shall be read in conjunction with the RFP and the RFP shall form an integral part of this contract
- 3) The Power of attorney submitted by the Bidder shall also form an integral part of this Contract.
- 4) The following documents / sections of the RFP shall be deemed to form an integral part and shall be read and construed to be part of this Agreement, viz.,

- a) Bid Document and its corrigendum/amendments
- b) Instructions to Bidders
- c) The Bid forms and the price schedule submitted by the Bidder/Contractor;
- d) Scope of work ;
- e) The terms and conditions of Contract ;
- f) The purchaser's notification of award ;
- g) Payment schedule.
- h) Section 3 of the RFP

5) In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services as per the scope of work within the timelines set in the RFP and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

1) Contract price:

2) Performance Bank guarantee:

Contractor has deposited the performance security for an amount of Rs \_\_\_\_\_ in the form of \_\_\_\_\_ having no \_\_\_\_\_ issued by \_\_\_\_\_, valid till \_\_\_\_\_

8) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of their Services, furnishing necessary undertakings, guarantees and also to remedy defects, if any 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.

9) The Vendor hereby agrees and affirms to comply with the terms of this contract and the terms and conditions as set out in the RFP.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within named Signature:

Name:

Date:

IN THE PRESENCE OF

1. Signature	2. Signature
Name: _____	Name: _____
Address: _____	Address: _____

Signed and delivered by \_\_\_\_\_

the within named.

M/s. \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

IN THE PRESENCE OF:

1. Signature	2. Signature
Name: _____	Name: _____
Address: _____	Address: _____



**ANNEXURE I - DEED OF INDEMNITY**

This Deed of Indemnity executed at Guwahati on the \_\_\_\_ day of \_\_\_\_ by \_\_\_\_\_ <insert name of the Successful Bidder> (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

**IN FAVOUR OF**

Assam Cancer Care Foundation, a company registered and incorporated under the Companies Act, \_\_\_\_\_ and a company within the meaning of \_\_\_\_\_ Regulation Act, \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as “ACCF” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, ACCF and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party”.

**WHEREAS**

1) The Obligor has

- a) offered his services for ACCF For Strategic Human Resource Management Project at branches/offices/ other locations of ACCF (“Services”) as inclusively stated under sections of Scope of work.
- b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non- regulatory, including statutory or otherwise, local, municipal, governmental, quasi governmental, as are required under Applicable Laws for executing the Services to ACCF and also represented and covenanted that all above approvals shall remain in force during contract period.
- c) represented and warranted that the aforesaid Services offered to ACCF do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of ACCF.
- d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with ACCF;

2) ACCF, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated \_\_\_\_\_ (the Contract) with the Obligor;

3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of ACCF indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to ACCF over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of ACCF as hereinafter appearing.

**NOW THIS DEED WITNESSETH AS UNDER:**

In consideration of ACCF having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby agree and undertake that:

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified ACCF, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ACCF by whomsoever and all losses, damages, costs, charges and expenses that ACCF may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement /Contract during the contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of ACCF Strategic Human Resource Management Project. The Obligor shall also indemnify and keep indemnified ACCF against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of ACCF or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.
6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to ACCF).
7. This indemnity shall survive the aforesaid Contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Guwahati. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

10. ACCF may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of ACCF.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and delivered on behalf of

---

by the hand of \_\_\_\_\_

\_\_\_\_\_ the authorized official of the Obligor

**SECTION 5****ANNEXURE 1 – ELIGIBILITY CRITERIA**

Sr. No	Criteria	Supporting documents	Compliance (Y/ N) with page no
1	Bidder should be a Government Organization/PSU/PSE/ Private Ltd/partnership firm or a limited Company under Indian Laws.	Certificate of Incorporation and Commencement of Business.	Yes/No Attached at Pg No____
2	Bidder should be in existence for three years as on the date of the RFP. (In case of mergers /acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be considered).	Certificate of Incorporation and relevant supporting documents	Yes/No
3	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.	Self-Declaration / An undertaking to this effect is to be submitted by the bidder	Yes / No
4	The bidder should have had experience in Compensation benchmarking and Level equivalence study for a Healthcare firm of not less than 500 employees	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from ACCF	Yes / No
5	The bidder should have had experience in project managing the implementation of any HR initiative in a Healthcare organization in India having at least 10+ branches.	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from ACCF	Yes / No
6	The Bidder should have average annual turnover of last three years of Rs 2 Crores or more during last three financial year. this turnover shall be from HR consultancy related work only.	CA certificate of last three FY shall be submitted in reference to this subject	Yes/No

**Note:**

a) Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when ACCF decides, originals / certified copies should be shown for verification purpose. ACCF reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the bid ab-initio.

b) Only those who fulfill all the eligibility criteria as mentioned above are eligible to take part in this Bid exercise.

Signature:

Name of the Authorized Person: Designation:

Company Seal:

Date:

Place:

## ANNEXURE 2 – TECHNICAL BID DOCUMENT

Documents, other than the commercial bids, must be submitted in the following order as part of the response to the RFP. It should be noted that in case of any discrepancy in information submitted by the bidder in hard copy and soft copy, the hard copy will be given considered as the authentic version.

S.N.	Documents to be submitted	Submitted (Yes/No)
1	Bidders profile ( <b>Section 4- Annexure A</b> ) with Technical Bid Form (Section 4 -Annexure C)	Yes / No
2	Team Profile ( <b>Section 4 -Annexure D</b> ) along with supporting document	Yes / No
3	Commercial Bid ( <b>Section 4 -Annexure B</b> )	Yes / No
4	Audited Annual report/Balance sheet of the last three financial years	Yes / No
5	Self-Declarations& Undertakings	Yes/No
6	Eligibility fulfillment ( <b>Section 5- Annexure 1</b> ) accompanied by all the supporting documents.	Yes / No
7	Technical Proposal – Regarding Scope, approach, methodology, Implementation & Reporting document along with other documents for scoring as mentioned in <b>point 18 of section 2</b>	Yes / No
8	Signed copy of the RFP (Hard Copy)	Yes / No
9	Certified true copy of Board Resolution.	Yes / No
10	Constitutional Documents: Certificate of incorporation, PAN Card, GSTIN need to be submitted. No hard copy of commercial bid need to be submitted. Commercial/price bid shall only be submitted online on e-tender portal	Yes/No

**Commercial Bid (Section 5 - Annexure B) to be uploaded on e-portal.**

\*\*\*\*\* END OF RFP / BID DOCUMENT \*\*\*\*\*