



**REQUEST FOR PROPOSAL FOR INSURANCE OF BUILDING, EQUIPMENT, FURNITURE & FIXTURES
OF ASSAM CANCER CARE HOSPITALS (ACCF).**

Ref No. ACCF/Insurance/2025-26/97

Date: 24.04.2025

Issued by:

Assam Cancer Care Foundation.

**3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town
Hospital, Guwahati – 781022, Assam Ph: +91-90852 02020**

www.assamcancercarefoundation.org

Email: procurement@accf.in



ASSAM CANCER CARE FOUNDATION

3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down
Town Hospital, Guwahati – 781022, Assam Ph: +91-
90852 02020 E:procurement@accf.in | W:
www.assamcancercarefoundation.org

1 NOTICE INVITING TENDER

NOTICE INVITING RFP

Online proposals are invited by the undersigned from eligible parties (IRDAI Registered insurance firms) vide this RFP to shortlist and engage the most suitable of them for a period of 12 (twelve months) months to provide insurance cover of ACCF hospitals building, furniture, Equipment & other Assets with a provision for extension by another 01 (one) years with the mutual consent on same terms and conditions subject to satisfactory services. The contract will however be subject to review each year.

2 CALENDER OF RFP EVENTS & KEY INFORMATION:

| | |
|---|--|
| Date of issue of the RFP | 25 th April'2025 |
| Pre-Bid Meeting | 2 nd May'25 at 12:00 Hrs at ACCF Office/ MS Teams ID will be published in ACCF Website www.assamcancercarefoundation.org |
| Last date and time of Proposal submission (Online) | 16 th May'2025 |
| Date & Time for opening of technical proposal | After 1 hr from last date and time of bid submission. |
| Date & Time for opening of financial proposal | To be notified once the technical proposal evaluation is complete. |
| Address for Communication | ASSAM CANCER CARE FOUNDATION 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91-9998515371, E: procurement@accf.in W: www.assamcancercarefoundation.org |
| RFP Processing Fee (online) | Rs 500/- (Rupees Five Hundred) |
| Bid Security/EMD | NIL |
| Contract Period | The shortlisted service provider shall be engaged for a period of 2 years and another year extendable- under mutual consent. |

| | |
|--|---|
| location of work & schedule for start of work | L-1 Location 1. SCI, Guwahati L-2 Locations 1. Dibrugarh 2. Barpeta 3. Silchar 4. Diphu L-3 Locations 1. Tezpur 2. Darrang 3. Jorhat 4. Lakhimpur 5. Kokrajhar |
| Delivery Timelines | The successful bidder shall start coverage within 5 days from date of confirmed WO. |

Note:

- 2.1 The above timelines are indicative, and ACCF reserves the right to change the timelines as per the requirement.
- 2.2 In the event of any of the above-mentioned dates being declared as a holiday for the Proposal Inviting Entity then the event or activity shall be postponed to the next working day at the appointed time
- 2.3 All applicants shall furnish Bid Processing Fee of the amount and in the manner as asked for.
- 2.4 Bidder can submit bids for all locations or for any one location.

s/d
Assam Cancer Care Foundation
Guwahati, As

3 INSTRUCTIONS TO THE BIDDER FOR ONLINE BID SUBMISSION

- 3.1 The Applicant is required to prepare and submit the complete proposal documents in the online e Tender portal (i.e., <https://assamtenders.gov.in>) within due date of submission.
- 3.2 All documents including duly filled up forms, formats, instruments and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorised to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.
- 3.3 Proposal shall be typed or written in indelible ink and shall be signed by a person or person(s) duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initialed by the person or persons authorised to sign.
- 3.4 Proposals shall be digitally signed as per Class 3 digital certificate by a person or person(s) duly authorized to sign on behalf of the Applicant for online submission.
- 3.5 The Applicant is required to submit the hard copies of selected key documents of the technical proposal within due date of submission of the proposal. The hardcopies shall include following documents:
- 3.6 EMD (Bid Security) and Processing/Tender Document Fee (if not paid online)
- 3.7 Declaration as per Annexure-2
- 3.8 Original Power of Attorney Document or certified copy of the Board Resolution (in case of Company) authorizing the Signatory.
- 3.9 The Applicant can submit above hard copies either through courier or by hand (with acknowledgement) in the address given below. Non-submission of hard copies within due date and time shall be treated as no-bid and render the bid liable for rejection.

To

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

- 3.10 General guidance for e-Tendering Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractor/bidders to participate in e-Tendering.
- 3.11 Registration of Contractor/bidder
Any contractor/bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through online bidder enrollment in <https://assamtenders.gov.in> (the web portal of Assam Govt. eTendering). The contractor/bidder/bidder is to click on the Online Bidder Enrollment link for creating their account and register their login Id and Password.
- 3.12 Digital Signature certificate (DSC)

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

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

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

3.15 Seeking Clarification: Bidders have to ask any kind of clarification through "Seek Clarification" Tab available at <https://assamtenders.gov.in>. Clarification asked through any other mode will not be accepted.

3.16 Amendment of Bidding Documents:

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

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

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

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

3.17 Submission of Tenders.

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

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

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

i) Technical Documents

ii) Eligibility Documents

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

B. Financial proposal

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

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

3.18 Withdrawal of Bid

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

3.19 Resubmission

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

3.20 Help Desk

Help Desk numbers for any kind of support related to e-Procurement:

Local Language Support: 1800 2121 18866(Ext. 2)

0361 - 234 7144, 223 7188 (9:30 am to 5:30 pm)

(Language: Assamese/Bengali/Hindi/English)

24 x 7 Help Desk Number: 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787.

International Bidders are requested to prefix 91 as country code.

(Language: Hindi/English)

e-Procurement Project Manager: 6901 007390

4 List of the Assets of ACCF to be covered under insurance: -

5.1 List of the equipment and asset available at present are mentioned in annexure with value.

5.2 Mentioned hospital are at project stage and many other assets and equipment will come.

Insurance coverage shall be done as these equipment are available at site at the rate finalized under this RFP.

5 INTENT OF THE TENDER DOCUMENT:

ACCF intends to take insurance cover on **Building, Equipment, Furniture, Fixture and others** for its upcoming hospitals located at 10 different centers in Assam State under Industrial All Risk Policy for a period of 1(one) year.

The bidders are invited to submit a Bid covering aspect as well as Price Quote for the subject requirement.

ACCF shall provide necessary inputs/information/inspection support as considered necessary to the successful bidders for completion of the requirement.

The tenderer shall ensure to follow the instructions given hereunder failing which, the tender shall be liable for rejection.

6 ELIGIBILITY OF BIDDER:

- i. The bidder must have IRDA License / Registration as Indian Insurer in accordance with the Insurance Act and approved by IRDAI (Insurance Regulatory & Development Authority of India). Bidder need to submit the copy with Lic / Registration no.
- ii. The bidders have experience of doing Industrial All Risk Policy in Hospital Sector/Industries.
- iii. The intending bidders must have a full-fledged operational branch located in Assam preferably at Guwahati or in its nearby towns in the districts of Kamrup of Assam. The servicing branch must have adequate infrastructure and manpower to handle all day-to-day issues. The address of the designated branches along with the name, email ID and contact number of the branch-in-charge must be furnished for our record.
- iv. The bidder shall not, have been banned /de-listed / blacklisted / debarred from business by any PSU or Government Department during the last five years ending on the date on which this NIB is issued. Self-declaration on Company's Letter head in this regard should be provided with the Bid document.

Further, the intending bidder must fulfill all the requisite clauses of tender.

7 EXPERIENCE OF BIDDER:

The eligible bidder must have sufficient experience of doing All Risk (AR) Policy to the Hospitals during the period of last 03 (three) years. Documentary evidence in regards to past experience (e.g., copies of Policy document) must be submitted along with the submitted bid.

Bidders must submit claim settlement experience in hospital Sector during the last 3 years.

For Non-PSU Insurers must have additionally:

- a) The Premium exclusive of taxes of the hospital policies shall be minimum Rs 50.00 Lakhs.

- b) The average premium collected during the last three years must be at least Rs 5,000 Crores (Rupees Five Thousand Crores).

Without the above stated documents, the bidder's experience will not be acknowledged.

8 SCOPE OF INSURANCE POLICY:

The insurance policy shall cover the following risks and perils under the policy within the guidelines of TAC/IRDA norms as applicable:

1. .
2. Insurance coverage to be provided for:
 - a) Earthquake (Fire & Shock)
 - b) Material damage (Fire)
 - c) STFI
 - d) Lightning.
 - e) Explosion/Implosion.
 - f) Burglary including theft cover
 - g) Terrorism
 - h) Fire fighting expenses
3. Deductibles : As per the standard terms of Policy. Bidder clearly spell out in his bid for deductions and terms and condition in technical bid.

9 TERMS & CONDITIONS:

In case the bidder fails to state the deviation(s) in the schedule, it will be presumed that the bidder has accepted all terms and conditions of this tender document. Also, acceptance/rejection of bidder's deviation(s) shall be at sole discretion of the Undersigned/ACCF.

- a. Documentary evidence in regards to past experience (e.g. copies of Policy) of doing IAR insurance to the PSU or Government Power sectors/Industries during the last 03 (three) years period must be submitted along with the submitted bid.
- b. Certificate of Declaration for Confirmation of IRDA / TAC guidelines-A
- c. Certificate on letter head signed by the authorized signatory stating that the Insurer has a servicing office at Guwahati / and or neighboring towns along with Contact Details & Office Address.
- d. **Non-PSU Insurers need to additionally submit :**
 - i. Copy of the IAR Premium of minimum Rs 50.00 Lakhs exclusive of taxes of the submitted policies.
 - ii. The average premium collected during the last three years for at least Rs 5,000 Crores (Rupees Five Thousand Crores).

- e. In addition to other requisite documents, the following will also be submitted by the successful bidder within 7 (seven) days of intimation of award of risk contract.

- (i) Claim form for the Policy.
- (ii) Sets of documents required for Final settlement of Claim.

10 Clarification and Additional Information:

During submitted bid's evaluation, APGCL may request bidder for any clarification on the submitted bid and/or documents related to the tender. Bidder shall submit the sought clarifications and/or document(s) within stipulated time period as determined by the undersigned. However, seeking clarification and document(s) during post-bid evaluation shall be on sole discretion of APGCL.

Interested Applicants are required to fulfill following minimum eligibility criteria to participate in the selection process vide this RFP: Generic eligibility criteria

Note: The decision of the ACCF (RFP Inviting Entity) regarding eligibility would be final and binding on all Bidders. ACCF may seek clarifications from Bidders for satisfying itself with respect to the documents and submissions by the Bidders on the Eligibility Criteria.

11 Price Bid Evaluation

- 6.1 Price bid comparison shall be done based on the quoted premium amount for value of the equipment listed below.
- 6.2 Conditional bids shall liable to be rejected.
- 6.3 The representation of any Bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid. Only total price (unit rate multiplied by given factor in the bid) can be corrected and not the unit rates.
- 6.4 Evaluation of price shall be done In total and accordingly "Comparative List of Bidders" (i.e. L1, L2 ,L3, etc.) shall be prepared.
- 6.5 ACCF reserves the right to have fall back options by asking L2/L3/L4....etc bidders to match the lowest pricing and can empanel multiple agencies. L1 shall not be offered less the 60% business volume.

7 In case of acceptance of the Tender:

- 7.1 The insurance agency will have to enter into a Contract with ACCF.
- 7.2 The charges quoted therein must be valid up for the duration of the Tender.
- 7.3 ACCF shall have right to reject any or all bids without giving any reason.

8 Those Agency who are awarded the above said contract:

- 8.1 Agency Shall visit the hospital and do physical verification within 3-5 days.
- 8.2 Agency shall not sublet, transfer or assign the contract to any other party.

- 8.3 After acceptance of order, the bidder shall submit Insurance Policy documents and Premium Receipt to the following address within 7 (seven) days of receipt of premium payment. After approval by ACCF, Underwriter shall provide three additional copies of Insurance Policy as required within ten days of such approval of ACCF.
- 8.4 Additional endorsement to the Policy as and when necessary shall be made within 3 days of the payment of premium. The premium for the additional sum insured shall be paid at same rate on prorate basis for the unexpired policy period.
- 8.5 ACCF shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards of non-acceptance of their bids.

9 **Arbitration & Jurisdiction:**

All disputes or differences whatever so arising between the parties out of or relating to this Order shall be settled by arbitration. The Place of arbitration & Jurisdiction shall be at Guwahati.

ANNEXURE-1: Technical Proposal Format

Format for Technical Proposal

(Pl. arrange the documents serially in the order as mentioned in the format below)

| S.No | Particulars | Details | | | | |
|------|--|---|---------------------------------|----------------------------------|---------------------------------|--|
| 1 | Name & Address of the Applicant: | Name: Address: | | | | |
| 2 | Constitution of the Bidder | Firm/Company/ SocietyCIN in case of Company: Society Registration Number: Firm Registration Details: | | | | |
| 3 | Year of Establishment: | Date of Incorporation/Registration: (As per the incorporation document) | | | | |
| 4 | Details of Income Tax, GST, PF and ESI Registration | PAN: GST Registration Number: PF Registration Number: | | | | |
| 5 | Details of the Contract Person: | Name: Designatio n:Email: Mobile: | | | | |
| 6 | Employee Details: (Employees for at least three months with the Bidder as on the due date of bid submission) | Number of Staff: Others: | | | | |
| 7 | Turnover & Profitability | Financial Year | Turnover Similar Activity | Net Profit After Tax | Net worth (End of the FY) | |
| | | 2021-22 | | | | |
| | | 2022-23 | | | | |
| | | 2023-24 | | | | |
| 8 | List of Public Health Institutions served during last three financial years starting from 2021-22 | | | | | |
| 9 | Number of similar service contract executed of value more than or equal to Rs 50 Cr | Name of the Client | Year | Cumulative value of the Order | | |

| S.No | Particulars | Details | | |
|------|---|--|--|--|
| | in last three financial years starting from 2021-22 | | | |
| 10 | The Accreditations, Awards and Achievements of the Bidder. | Awards: Certificates: Other Credentials: | | |
| 11 | Address of the Head Office /Registered Office | | | |
| 12 | Details of Branch office in Assam (Mandatory) | | | |
| 13 | Name and contact no. of Authorized Signatory (in block letters) | | | |
| 14 | Specimen Signature of Authorized Signatory | | | |
| 15 | Details of Processing Fee Paid (Amount, issuing bank, date and number) | Processing Fee: | | |
| 16 | Constitution of the Applicant and Incorporation Details | Company/Firm/Society/Trust Date of Establishment & Regn. No. (Furnish copy of incorporation or registration certificate/Deed) | | |
| 17 | Declaration | Annexure-2 | | |
| 19 | GST Registration No | (also Furnish Photocopy of GST Registration Certificate) | | |
| 20 | PAN no (furnish Photo Copy of PAN) | (also Furnish photocopy of PAN) | | |
| 24 | Average Annual Turnover certificate duly attested by a Chartered Accountant with UDIN (In the letterhead of the Chartered Accountant) to this effect with year wise break-up Audited Statement of Account including Balance Sheet, P & L A/c and Audit Report to be submitted for last three financial years. | Turn over Certificate and Statement of Accounts for last three financial years as per Annexure-3 . | | |
| 25 | The organization have to submit the Affidavit (On original Stamp Paper of relevant value certified by Notary) with the following clauses: a) Our organization has not been blacklisted by any Government Organization | Submit the Affidavit As per Annexure-2 | | |

| S.No | Particulars | Details |
|------|--|---------|
| | b) Our organization agrees to abide by all terms & conditions of tender. | |
| 26 | Details of any incidence of premature termination of any contract in past with any government department, service provider or undertakings. (If yes) | |

Table-1

| S.No | Name and Address of the Client | Details of Personals Provided | | Value of Contract | Duration of the Contract | |
|------|--------------------------------|-------------------------------|--------|-------------------|--------------------------|----|
| | | Category | Number | | From | To |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Attach order copies

ANNEXURE-2: Declaration by the Applicant

DECLARATION BY THE APPLICANT (AFFIDAFIT)

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

I, _____ Proprietor/ Partner /Director/Authorised Signatory of M/s _____ hereby declare that the information given and documents furnished as part of this proposal in response to the RFP (Ref No. xxxxxxxx) is true and correct to the best of my knowledge & belief.

I, _____ hereby certify on behalf of _____ that our offer no. _____ dtd _____ against

tender specification No. _____ does not breach of Insurance Act / IRDA / TAC and applicable guidelines. I further confirm that in the event of disclosure at a later stage that the same is in breach and APGCL is put to any disadvantage or face cancellation of the Policy or any claim becomes substandard / untenable, the whole liabilities arising out of this shall lie wholly on us and we shall bear all consequences thereof.

I, further certify that I am the duly authorized representative of the underwriter and competent to agree as above and a valid power of attorney to this effect is enclosed.

The price offered by us in the financial proposal shall remain valid for a period of 180 days from the due of submission of the proposal. In case we withdraw our proposal or bid any time before its validity then our EMD shall be liable for forfeiture by the proposal Inviting Entity (i.e. ACCF).

I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, from participating in tender, which is in effect at the time of bid submission.

I/we agree that ACCF can blacklist us for a minimum period of 3 years, if any information furnished by us proved to be false at the time of evaluation or at a subsequent date by the Client during the currency of the contract; or in case of non-performance. This action would be in addition to other legal recourses available to the Client under the law of the land.

I offer to provide the service as per the prescribed terms and conditions and at the rates as quoted by us in the price bid (submitted separately), if the contract awarded to us.

Dated:

Name & Signature

Place:

Proprietor/Partner/Director/Authorised Signatory

Name of the bidder:

Address:

ANNEXURE-3: Turnover Certificate by CA

Annual Turnover Certificate

(In the letterhead of the CA Firm)

The Annual Turnover of M/s_____for the past three financial years are given below and certified that the figures as given below are in conformity with the audited statement of accounts and other statutory returns (i.e. Income Tax & GST) and are true and correct.

| Sl. No | Financial Year | Annual turnover from similar business ¹ (Rs. in lakhs) |
|-------------------------|----------------|--|
| 1 | 2021-22 | |
| 2 | 2022-23 | |
| 3 | 2023-24 | |
| Average Annual Turnover | | |

The Average Annual Turnover in last three financial years is Rs.....Lakhs(in words)

We also certify that M/sis in business of kitchen operation and catering services for last..... years.

Date:.....

Signature of Auditor/Chartered Accountant

Place:

(with Official Seal)

FRN.:

UDIN: xxxxxxxxxxxxxx

DRAFT AGREEMENT

1. An agreement made this.....day of 2025 BETWEEN Assam Cancer Care Foundation, Guwahati (hereinafter called "**Client**") having its registered office at 3rd floor, V.K. Trade Centre, G.S. Road, Opposite Downtown Hospital, Guwahati – 781022 (hereinafter referred to as the "**ACCF**") which expression shall unless repugnant to the context thereof be deemed to mean and include its successors and assigns) of the one part AND <insert name and address of the Service provider> (hereinafter called "**the Service provider**", which expression shall, where the context so admits, be deemed to include his heirs successors executors and administrators) of the other part.
2. Whereas the Service provider has been selected by the Client through an open invitation of proposal (tender) issued vide RFP Reference No.....dated, and accordingly the letter of intent was issued vide Letter No.....dated inviting to execute the contract.
3. And whereas the Service provider agreed to provide required services to the Client and when required, as per the provisions given in the RFP document.
4. And whereas the Service provider has deposited the performance security of Rs...in form of

NOW THESE PRESENT WITNESS AS FOLLOWS:

5. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a) RFP Terms of Reference;
 - b) Submissions and Declaration as part of the Proposal submitted;
 - c) Notification of Award issued by the Authority.
 - d) Condition of the Contract
 - e) < to be added if any >
6. In consideration of the payments agreed to be paid by the Client to the Service provider as per the offered rate (for Catering Services) the Service provider hereby covenants with the Client to provide the agreed Services (i.e. _____) in all respects as per the provisions of this Contract.
7. The Client hereby covenants to pay the Service provider in consideration of the Catering services, 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 in the Contract.
8. The description of the services to be rendered by the Service provider under this contract and their prices as offered by the Service provider and accepted by the Client are as under:

9. Price & Service Charges

- 9.1 The price of services, to be rendered, shall be **firm and fixed** in the first year of operation. GST shall be paid on the monthly fees/charges at the rate as applicable.

10. Payment

- 10.1 The payment shall be made to the Service provider on monthly basis.
- 10.2 In case of any deficiency in performance or non-supply of agreed services, deduction shall be made proportionately from the monthly fees.
- 10.3 The Service provider shall submit the monthly bill within 1st week of the following month.

11. Liquidated Damages & Penalty

- a. As detailed in the RFP

12. Indemnity

- 12.1. Without limiting any other remedy of Contracting Entity (i.e. ACCF) in law or under the Agreement, the Service Provider shall at its own expense, defend, indemnify and hold harmless the Contracting Entity, its directors, officers, employees, agents and customers from and against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating there of and rules made hereunder from time to time. Contracting Entity shall not owe any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time any and all loss, cost, expense, claims, proceedings, actions, demands or liability, including legal counsel fees and expenses, incurred or suffered by the Contracting Entity , at actuals ("Loss") resulting from, or arising out of or in connection with Service Provider's failure to comply with Applicable Law, the terms of the Agreements, including but not limited to:

- (a) non-compliance with the Client's environmental health and safety requirements;
- (b) negligence or wilful misconduct of Service Provider or its employees, Service Provider's suppliers or agents;
- (c) defects in the workmanship, materials or design of the Services supplied, Services or work performed by Service Provider;
- (d) failure by Service Provider to comply with Applicable Laws;
- (e) breach of any representations and warranties given by the Service Provider under the Agreements;
- (f) damages or claims arising out of non-compliance with security policies and procedures notified by the Client, whether in writing or otherwise.
- (g) any other breach of the Agreements.

- 12.2. Without limiting the indemnity contained in this Clause, if any of the persons employed or engaged by Service Provider or the Client and / or Service Receiver suffers injury, disablement (full or partial) and fatality or become ill while at Client and / or the Service Receiver's premises or on Site, on account of any action and/or inaction of Service Provider, and requires medical treatment and/or transportation, Service Provider agrees that is shall pay and indemnify the Client and / or the relevant Service Receiver for all costs and liability suffered or incurred by Client and / or the Service Receiver arising out of or in connection with the provision of or arrangement for such medical treatment and/or transportation.

13. Limitation of Liability

- 13.1. Clause 13.1: The Service Provider shall be liable to the Client/Service Receiver, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, but this liability shall not exceed the total contract price as specified under the Service Order. The limitation of liability shall not apply to any obligation of the Service Provider to pay the liquidated damages to the Client/Service Receiver, and the aggregate liability of the Service Provider to the Client/Service Receiver, whether under the Agreement, in tort or otherwise.
- 13.2. Provided that, the limitation of liability under Clause 13.1 above shall not apply to: (a) the cost of repairing or replacing Defects in the Equipment or performing any Services; (b) obligation of the Service Provider to indemnify the Client/Service Receiver under this Definitive Agreements; (c) losses caused due to the Service Provider or sub-Service Provider s fraud, gross negligence or wilful misconduct; and (d) contravention of Laws by the Service Providers or any of its sub Service Provider(s)

14. Termination of the Contract

- a. Both to parties to this contract (i.e. The Service provider & ACCF) can go for a premature termination by serving Two months' notice, in writing, with or without giving any reason of such termination, whatsoever. However, in case of such sue moto termination the performance security shall not be liable for forfeiture.
- b. In case of non-performance or breach of contractual obligation by the Service provider even after written communication by the Contracting Entity raising such issues of irregularities or contractual noncompliance, the Contracting Entity (i.e. ACCF) reserve the right to terminate the contract (pre-mature) any time prior to its completion serving a 60 (Sixty days) of notice of termination clearly citing the reason for such action. Prior to the serving of the letter for termination, the Contracting Entity shall communicate in writing the irregularities and allow a maximum period of 2 weeks' time to the Service provider to rectify those irregularities, negligence noncompliance.
- c. In case of pre-mature termination of the contract by the Contracting Entity due to non-performance or breach or nonfulfillment of contractual obligations, the Performance Security Deposit of the Service provider shall be forfeited by the contracting entity forthwith besides annulment of the contract.

15. Risk Clause:

- 15.1. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of ACCF. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.

15.2. In the event of loss/damage of equipment etc. at the premises of the health facility due to negligence/carelessness of the staff deputed by the Service provider, if established after an enquiry, then the Service provider shall compensate the loss to the Health Facility. The Service Provider or its representative/s shall meet the designated respective nodal officer or his/her representative(s) regularly to take feedback regarding the Catering Services.

- (a) The Service Provider will also maintain a complaint/suggestion book, at every health facility (ies) where his/her staff is deployed, for comments on the Catering services.
- (b) The Service Provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the health facility premises and shall indemnify the Client for any act negligence, commission or omission by its personnel which may result in harm to the person or property of the Client its employees, patients, visitors etc.
- (c) The Service Provider shall not assign or sublet this Agreement or any part thereof to any third party.
- (d) Training on behavior aspects and ethics must be done regularly. Government health facility way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- (e) License, if any, required for Catering Services at the site will be made available by the Service Provider (Service provider).

16. Arbitration

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

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

17. Governing Law

17.1. The Agreement shall be governed and construed in accordance with the laws of India. Place of jurisdiction shall be Guwahati.

For and on behalf of Service provider

For and on behalf of the Client

Authorised Signatory

Authorised Signatory

**<Name and Address of the Service
provider>**

Date:

Date:

1. Witness

1. Witness

2. Witness

2. Witness

ANNEXURE-5: Power of Attorney format or Board resolution for authorized signatory
Format for Power of Attorney to sign the Proposal on behalf of the Applicant

(On a Stamp Paper of Rs 100/-)

Power of Attorney

We, (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the RFP for **“SELECTION OF SERVICE PROVIDER FOR OPERATING KITCHEN AND CATERING FACILITY”** including signing and submission of all documents and providing information to the Client (i.e. ACCF, Guwahati) and its officials or representatives , representing us in all matters before Client, and generally dealing with Client in all matters in connection with our RFP response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the__day of_200_

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date : _____

Note:

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

ANNEXURE-6: Exceptions and Deviations:

EXCEPTION AND DEVIATION PROFORMA

| Sl.No. | Ref of Bid Document | | Subject | Deviations |
|--------|---------------------|-------------------|---------|------------|
| | <i>Page No.</i> | <i>Clause No.</i> | | |
| | | | | |

NOTE: Bidders are advised not to stipulate any deviation(s) / condition(s) and to confirm compliance to tender conditions in Toto. However, in the event of bidder seeking any deviation(s), the same should be submitted separately for commercial and technical sections strictly as per the format given above, otherwise, the same shall not be considered and it will be presumed that the bidder has accepted all terms and conditions of the tender.

Signature:

Name:

Bidder's Name:

Company Seal:

ANNEXURE-7: Covering Letter

[on the letter head of the Bidder]

Kind Attention:

[location, date]

The Chief Operating Officer

Assam Cancer Care Foundation

Tender No. _____

For supply of _____

Sir,

1. Having read, carefully examined and understood the RFP document dated [●] issued by ACCF ("Client") and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby submit our Technical and Financial Bid/Proposal for the following sites:
 - (i).....
 - (ii).....
 - (iii).....
 - (iv).....
2. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the RFP during the bidding process.
3. We agree that we have inspected and examined the RFP and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.
4. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.
5. ACCF has the right to accept or reject any or all the bids/proposals without assigning any reason.
6. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
7. We understand and agree that ACCF reserves the right to cancel the bid process or the contract agreement at any moment of time without assigning any reason thereof.
8. We represent and warrant to Client that as of the date of submission of this Bid and till the end of the Bid Validity Period (as may be extended):

- (a) the information furnished by us is complete, accurate, unconditional and fairly presented;
 - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertake the scope of Bid as per the RFP;
 - (c) we are in compliance with all the terms and conditions of the RFP;
 - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect Client's evaluation or decision in relation to evaluation, selection and execution;
9. We undertake that we will intimate Client of any material change in facts, circumstances, status or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the RFP).
10. This Proposal shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at Guwahati will have exclusive jurisdiction in respect of all matters arising out of this Bid.
11. We have agreed that [] [Insert Authorised Signatory's name] will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Proposal, which will be binding on us.
12. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
13. If our proposal is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document and rules & regulation prescribed by IRDAI.
14. We agree to keep our Bid valid for acceptance as required in the RFP Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
15. We have provided details, in accordance with the instructions and in the form required under the RFP.

Yours Faithfully,

[Signature and Details of the Applicant/Authorised Representative]

Name of the Authorised Signatory:

Designation:

Contact Details: Mobile:

Email:

ANNEXURE-8: Financial Proposal Format

Note: To be enclosed with Financial Bid only. Financial Bid is provided separately from this document. (Financial Bid Format)

| S No | Particular | Estimated Value | Risk factor To be covered | Premium % | Premium Value |
|------|------------------------|-----------------|--------------------------------|-----------|---------------|
| 1 | Coverage for Equipment | | Earthquake (Fire & Shock) | | |
| | | | Material damage (Fire) | | |
| | | | STFI | | |
| | | | Lightning. | | |
| | | | Explosion/Implosion. | | |
| | | | Burglary including theft cover | | |
| | | | Terrorism | | |
| | | | Fire fighting expenses | | |
| 2 | Coverage for Building | | Earthquake (Fire & Shock) | | |
| | | | Material damage (Fire) | | |
| | | | STFI | | |
| | | | Lightning. | | |
| | | | Explosion/Implosion. | | |
| | | | Burglary including theft cover | | |
| | | | Terrorism | | |
| | | | Fire fighting expenses | | |

1. Financial/Price bid to be submitted online only in the prescribed format. Submission of financial bid in hardcopy shall render the bid liable for cancellation.
2. The breakup to be provided by the Service Provider upon requirement.
- 3.
4. I/we also declare that I/we will abide by all the rules and regulation of the organization while discharging our responsibilities, if awarded the Contract. I/we are also aware that ACCF reserves the right to cancel our application without assigning any reason, whatsoever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorized Person

Date:

Full Name:

Place:

Bidders Seal:

ANNEXURE-9: Value of Assets

Hospitals are at the commissioning stage, new equipment shall be included in the list as and when they reach at the site. Rate of premium shall remain fix.

Value of Assets for Insurance

| S.No | Asset class | Location | Amount |
|------|--------------------------------------|-----------------|------------------------|
| 1 | Building | Multiple | 7,45,87,94,872 |
| 2 | Medical Equipments | Multiple | 54,40,84,633 |
| 3 | Furniture and Fixture | Multiple | 14,21,60,928 |
| 4 | Laptops & Computers | Multiple | 1,25,94,742 |
| 5 | Office Equipments | Multiple | 2,32,24,151 |
| 6 | Vehicle | Multiple | 11,68,940 |
| 7 | Plant & Machinery | Multiple | 1,39,33,48,731 |
| 8 | Leasehold Improvements | Multiple | 1,23,27,273 |
| 9 | Electrical Installation & Equipments | Multiple | 1,23,87,85,142 |
| 10 | Vehicle | Multiple | 2,44,68,979 |
| 11 | Medical Equipments | Multiple | 2,16,30,85,347 |
| 12 | IT Assets | Multiple | 5,98,70,565 |
| 13 | Medical Furniture | Multiple | 3,72,98,160 |
| 14 | Medical Equipments | Multiple | 49,22,16,375 |
| 15 | Building | SCI and Silchar | 2,90,51,91,124 |
| 16 | Electrical Installation & Equipments | SCI and Silchar | 3,17,77,427 |
| 17 | Furniture and Fixture | SCI and Silchar | 3,24,83,407 |
| 18 | Generator | SCI | 2,83,83,894 |
| 19 | Kitchen Equipment | SCI and Silchar | 1,57,58,139 |
| 20 | Laundry Equipment | SCI | 69,84,149 |
| 21 | Medical Gas Pipeline System | SCI and Silchar | 2,41,98,734 |
| 22 | Modular OT | SCI | 1,74,34,130 |
| 23 | Nurse Calling System | SCI and Silchar | 41,20,347 |
| 24 | Pnematic Tube systems | SCI | 92,00,519 |
| 25 | Solar Water Heating System | SCI | 1,14,15,990 |
| | Total | | 16,69,03,76,697 |