



ACCF/Manpower/2024-25/83

FOR HIRING OF A MANPOWER SUPPLY AGENCY

RFP Reference No -ACCF/Manpower/2024-25/83 Dated: 06/09/2024

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
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1. NOTICE INVITING PROPOSAL

Notice Inviting Proposal (NATIONAL COMPETITIVE BIDDING)

RFP Ref No: ACCF/Manpower/2024-25/82

Online proposals are invited by the undersigned from eligible parties (Manpower Supply Agencies) vide this RFP to shortlist and engage the most suitable of them for a period of 36 (Thirty-Six) months to provide quality manpower for different purposes with required skill, education and experience, as and when required by the Company.

Calendar of RFP Events & Key Information:

Date of issue of the RFP	06.09.2024
Pre-Bid Meeting	13.09.2024 at 11:00 Hrs at ACCF Office/ Teams (online meeting linkg will be published in ACCF Website www.assamcancercarefoundation.org)
Last date and time of Proposal submission (Online)	30 th September 2024 till 1530 Hrs
Last date and Time for submission of hard copies of key documents.(If asked Specifically)	30 th September till 1530 Hrs
Date & Time for opening of technical proposal	30 th September at 16:30 Hrs(after one hour)
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 (non-refundable)	Rs 5,000/-(Rupees Five Thousand) to be paid via e tender portal only
Bid Security/EMD	Rs 10,00,000 (Rupees Ten Lakhs) to be paid via e tender portal only.
Contract Period	The shortlisted agency shall be engaged for a period of 3 years- if need be contract can be extended for another one year on mutual consent.

Note:

- (i) The above timelines are indicative, and the Proposal Inviting Authority reserves the right to change the timelines as per the requirement.
- (ii) 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
- (iii) All applicants must furnish Bid Security and Processing Fee of the amount and in the manner as asked for. Proposal without Bid Security & processing Fee shall be liable for rejection summarily.
- (iv) ACCF Reserves the right to accept or reject any/all bid without giving any specific reason thereof.

Assam Cancer Care Foundation
Guwahati, Assam

2. DISCLAIMER

- 2.1. This RFP is issued by Assam Cancer Care Foundation (“ACCF” or “Client”)
- 2.2. The information contained in this RFP document or information that may be subsequently provided to the interested applicants (“Applicant” or “Bidder” or “Tenderer”), whether verbally or in documentary or any other form by or on behalf of Client or any of their authorized employees or advisers or representatives, would be subject to the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 2.3. This RFP is neither an agreement nor an offer by the Client to the prospective Applicant or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation and submission of their Proposals pursuant to this RFP.
- 2.4. This RFP includes statements, which reflect various assumptions and assessments made by the Client in relation to the scope of work contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
- 2.5. This RFP may not be appropriate for all persons, and it is not possible for the client and its employees, advisor or consultant to consider the objectives, technical expertise and particular needs of each party who needs or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or entirely correct. Each prospective Applicant should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- 2.6. Information provided in this RFP to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2.7. The Client, its employees, advisers, and representatives make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP.
- 2.8. This RFP and the information contained herein are to be used only by the person to whom it is issued and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this RFP, the confidentiality obligations under this RFP or subsequent tender or contract shall continue to be binding on and adhered to by the Applicant.

- 2.9. The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
- 2.10. Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 2.11. The issue of this RFP does not imply that the client is bound to select an applicant or to appoint the selected applicant, as the case may be, and client reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

3. ELIGIBILITY CRITERIA:

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

S. No.	Eligibility Criteria	Documentary Evidence Required
1	The Applicant must be an entity (single not consortium) registered under relevant law in India.	Either of the following: • Certificate of Incorporation • Partnership Deed • Certificate of Registration
2	Minimum 3 years of work experience in providing manpower (highly skilled, skilled, semi-skilled and un-skilled) for different services categories including data entry operator, patient care, cook, Hospitality, Healthcare etc.	• Copy of the order / Contract for deputing/ providing manpower, and
3	Average annual turnover of Rupees Five(5) crores or more in the last three financial years from similar activity of provisioning of manpower.	• “Turnover Certificate” duly attested by a Chartered Accountant (As per Annexure-1) . • Audited Statement of Accounts including Balance Sheet, P&L Account of the last three financial years starting from the FY 2020-21.
4	Successfully executed at least two similar contracts for providing manpower to any client in public sector including Government / Semi-Government Agencies, corporates, Public Sector Undertakings, Urban Local Bodies, etc. during last three	• Copy of the Contract for deputing/ providing manpower, and • “Certificate of Satisfaction” from the client

	financial years of annual value not less than Rs 2.00 Crore each.	
5	Registration with appropriate authorities as required for running a HR Agency, including registration with Provident Fund (PF), Employees State Insurance (ESI), Income Tax and GST Authorities. Also, it will be under the purview of Contract Labour(Regulation & Abolition) Act,1970	• Provident Fund (PF) & Employees State Insurance (ESI) registration certificate • PAN under Income Tax • GST Registration Certificate • Others, If any.
6	Not backlisted or debarred by any government/public sector underthing or other private reputed organizations form participating in bid or tender in last 5 years as of the due date of submission of proposal.	Declaration (Notarized) by the Applicant in a non-judicial stamp paper (of Rs 100/-)

4. INSTRUCTION TO THE BIDDER

4.1. Signing and Submission of the Proposal:

- 4.1.1 The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (<https://assamtenders.gov.in>) within due date of submission.
- 4.1.2. All documents including duly filled up forms, formats, instruments, and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorised to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.
- 4.1.3. Proposal shall be typed or written in indelible ink and shall be signed by a person or persons 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.
- 4.1.4. Proposals shall be digitally signed as per Class 3 digital certificate by a person or persons duly authorized to sign on behalf of the Applicant for online submission.
- 4.1.5. The Applicant is required to submit the hard copies of selected key documents of the technical proposal within due date of submission of the proposal if EMD is allowed in the form of FDR/BG.
- 4.1.6. The Applicant can submit above hard copies if asked 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
COO,
ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road,

Opp. Downtown Hospital,
Guwahati-781022, Assam.

4.2 Content of Technical Proposal

- 4.2.1 The Technical Proposal shall be submitted in the format as given under **Annexure-1** along with declarations as per **Annexure-2** and “Turnover Certificate” as per **Annexure-3**. The Applicant shall also submit all other documents as per eligibility criteria, information as required thereunder including EMD (Bid Security) and Processing Fee.
- 4.2.2 The proposal shall be completed in all respect an incomplete proposal shall be liable for rejection. It is mandatory to quote for all roles as mentioned in the bid document.
- 4.2.3 The proposal shall be serially number and signed by the Applicant or by its duly authorized signatory in all the pages. (In case of authorized signatory, a document duly authorizing the signatory shall also be enclosed along with the technical proposal.)
- 4.2.4 The Applicant or its authorised signatory, as the case may be, has to attach his/her digital signature (Class-III) for successfully uploading in the portal (e-tender).

4.3. Content of the Financial (Price) Proposal

- 4.3.1. The Financial (Price) Proposal shall be submitted online only by the Applicant. The format for financial proposal shall be available in the e-Tender portal for download as BoQ. Applicants are required to upload the same proposal duly filled up within due date. The format given under **Annexure-8** is just for reference. ***Applicants are not required to submit the hard copy of the price proposal in any circumstances.***
- 4.3.2 The price quoted shall be inclusive of all taxes and other statutory liabilities. The price as quoted the proposal shall remain valid for entire bid validity period of **six months** from the due date of submission. If required, the Proposal Inviting Entity may seek to extend the price validity period with mutual consent.

4.4 Evaluation of the Proposal

- 4.4.1. The technical proposal shall be open for all the applicants submitted their proposal online and key documents (as per clause 4.1.5) within due date.
- 4.4.2 Then each individual proposal shall be assessed against the eligibility criteria given in Para 3.1 to shortlist the eligible applicants. It is mandatory to quote for all roles as given in this RFP otherwise bidder is liable to be rejected.
- 4.4.3. Then the technical proposals of only eligible applicants shall be further evaluated to award score as per their credentials based on the documents furnished and information provided in the technical proposal.

4.4.4. The technical proposal of eligible applicants shall be evaluated, and marks shall be awarded based on the following criteria:

S.N.	Evaluation Parameter	Total Marks	Criteria for Award of Mark
1	Turnover (last 3 financial years): a) Average annual turnover from similar business of the last three financial years from similar activity	20	> 5.00 cr ≤ 6.00 cr :2.5 marks > 6.00 cr ≤ 7.00 cr : 5marks > 7.00 cr ≤ 8.00 cr :7.5 marks > 8.00 cr : 10 marks
2	Experience: a) Total years of experience in similar business. b) Experience in healthcare sector is desirable c) Number of contracts awarded and successfully executed in last three financial years with State Govt./ Central Govt./ Semi Govt./ Govt. owned Societies / Corporation/Large Pvt Companies/Corporates.	10 10 10	> 5 yrs ≤ 7 yrs : 5 marks > 7yrs ≤ 10 yrs : 7 marks > 10 yrs : 10 marks 1 Healthcare Project: 5marks 2 HealthcareProject:7.5 marks 3+ Healthcare project: 10 marks > 2 nos ≤ 4 nos : 3 marks >4 nos ≤ 6 nos : 6 marks > 6 nos ≤ 8 nos: 9marks > 8 nos : 10 marks
3	Presentation on Planning to execute the project, Experience and Exposure of similar work, Execution and risk mitigation. HR Compliance proofs and list of compliance maintained.	10	
	Total Score	50	

4.4.5 Financial (price) proposal shall be opened after the technical evaluation is completed. **Only those Applicants** who score **at least 35 marks** in technical evaluation shall qualify for **financial proposal opening**. The Applicant with **total lowest quote (price offer) of monthly rates (of all roles)** shall be declared as most preferred applicant and invited for signing the contract for providing the required service. If it is found that L1 bidder has not given monthly rate for any role(s) in the Financial bid then that bidder either be rejected or bidder has to give that role free of cost to ACCF. If L1 bidder is rejected on any ground after opening of Financial Bid then L2 bidder shall be considered for award of Contract.

4.4.6 However, in case two or more technically qualified bidders quote the same lowest price (L1 price), and then the firm with **higher score** in the technical evaluation shall be awarded the

contract. However, if two or more applicants quote the identical lowest price and their technical scores are also become equal, then in that case the bidder having the higher annual average turnover shall be awarded the contract.

- 4.4.7 ACCF reserves the right to invite L2, L3...bidders to match the L1 rate. If these bidders agree to match the L1 rates, ACCF may place orders with these matched bidders up to 40% of the approximate work. If the L1 bidder fails to provide services as per the contract conditions, the matched bidders will be offered the contract to execute the required work.
- 4.4.8 ACCF reserves may take feedback for past performance of the bidders, ACCF reserves right to consider feedback for the evaluation of the bidders performance and may lead to disqualification. ACCF reserves right to take decision for qualification based on the past experience with the bidder(s).

4.5. EMD & Performance Security

- 4.5.1. The Applicant along with the Technical Proposal shall submit an Earnest Money Deposit (EMD)in e tender portal.
- 4.5.2 Non-submission of EMD of required amount and manner shall render the proposal liable for rejection.
- 4.5.3. EMD of unsuccessful applicants shall be returned to then without any interest within 30 days of signing the agreement with the successful applicant.
- 4.5.4. The EMD of the successful applicant shall be forfeited in following circumstances:
- a) Fails to submit the performance security of required value maximum within 21 days of Letter of Intimation and sign the agreement.
 - b) Withdraws the proposal within validity period.
 - c) Provides false and misleading information in the proposal.
- 4.5.5 Successful applicant has to submit performance Security for an amount equivalent to 5 % (Five p.c.) of the total annual value of the contract excluding GST, if any within 15 days of issue of “Letter of Award” by the Client intimating its intention to enter into the contract. Format of Bank Guarantee for Performance Security is given in **Annexure-7**.
- 4.5.6. The successful applicant, within 15 days of receipt of the “Letter of Award” has to submit with the Contracting Entity (I.e. ACCF) required performance security along with the agreement (as per Annexure-4) duly typed and signed on a stamp paper of value Rs. 100/-. The Agency has to prepare two sets of agreement one for itself and other for the Client.
- 4.5.7. The performance security submitted by the Agency shall be release within 60 days of successful completion of the contract period or extension thereof, if any. In case of premature termination of the contract by the Client without any fault/non-performance, whatsoever, in the part of the Client, then also the performance security shall be released within 60 days of such termination.
- 4.5.8. In case of breach of any contractual terms and conditions, the Performance Security Deposit of the Agency shall be liable to be forfeited besides legal and other recourses available with the Client including annulment of the Contract.

5. SCOPE OF SERVICES

5.1. Manpower Requirement

5.1.1. The present manpower requirement (tentative) is given below. The need for additional manpower may arise any time during the currency of the proposed engagement of the Manpower Supply Agency vide this RFP. In case of any additional requirement of the manpower arises at a later date during the currency of the contract, the agency has to provide the same.

	Role 1-	Role 2
Role(Name the Profile)	Accounts Executive- Skilled	Admin Associate- Highly Skilled
Essential minimum Qualification	Graduate or above	Graduation or Above
Educational Qualification	Graduate or above	Graduation or Above
Experience	1 to 2 Years	1 Year & Above
Job description	Maintain accurate and up-to-date financial records, including accounts payable, accounts receivable, and general ledger entries.	Booking flight, train tickets & Hotels for the travellers, checking of both travel bills & hotel bills, Keeping travel updates, handling office vehicles, Handling claims

	Role 3	Role 4	Role 5
Role(Name the Profile)	Ambulance Driver- Skilled	BMS Operator- Skilled	Business development & patient Care coordinator-Skilled
Essential minimum Qualification	8th Pass or above with Valid Commercial License	ITI or Diploma in BMS operator	Graduation or above
Educational Qualification	8th Pass or above with Valid Commercial License	ITI or Diploma in BMS operator	Graduation or above
Experience	Fresher or Experience	1 Year & above	Fresher or Experience
Job description	Inspecting the ambulance before each shift, checking the fuel, oil, transmission fluid, wiper fluid, and coolant, and reporting any needed repairs.	Monitor the Building Management System to ensure optimal performance of HVAC, lighting, and other building systems Adjust settings and controls to maintain a comfortable, safe, and efficient building environment. Respond to alarms and alerts from the BMS, troubleshooting and addressing issues as they arise. Perform routine maintenance and checks on BMS components to ensure they are functioning correctly. Diagnose and troubleshoot system malfunctions, coordinating with maintenance teams for repairs as needed. Keep detailed records of maintenance activities and system performance. Monitor energy consumption and identify opportunities for cost savings and efficiency improvements. Conduct regular inspections to identify potential safety hazards. Coordinate with other facilities staff, contractors, and vendors to ensure the smooth operation of building systems.	Communicating with patients and their families to provide information about their care plan, treatment options, and other related topics.Educating and counseling patients and their families on Cash & Credit plans, and providing details related to treatments. They also counsel the patient regarding various Government schemes like PMJAY, MMJAY, answering questions, and carefully documenting each step. Maintaining detailed records of patient interactions and care plans, including medication schedules, test results, and other important information. Ensuring that patients are informed and involved in their care decisions, and that their preferences and values are respected.Managing patient files to ensure all necessary information is present for upcoming appointments. Coordinating appointments and procedures with other members of the care team, such as physicians, nurses, and therapists.Scheduling patient visits/follow-ups, informing them of available appointment slots, and answering questions, providing bill estimates, scheduling ambulance facilities, and arranging medications.Patient Care Coordinators, with the assistance of the District Health Manager (DHM), can counsel on beneficiaries eligibility for various Grants/CSR Funds. Monitoring the delivery of care by completing patient documentation, feedback, and complaint management. Be able to make patient analysis reports according to demography.Should have excellent communication and presentation skills, be proficient in MS Office, and have knowledge of using HMIS. Hospital Promotion and Community Visit. Performing other duties as assigned by the manager.

	Role 6	Role 7	Role 8
Role(Name the Profile)	Care Taker Guest House -Unskilled	Driver- Skilled	Electrician/DG Operator -Skilled
Essential minimum Qualification	8th Passed or above	8th Pass with Valid Commercial Licesne	ITI or above
Educational Qualification	8th Passed or above	8th Pass with Valid Commercial Licesne	ITI or above
Experience	1 Year and above	1 Year & above	1 Year & above
Job description	Provide support to health care staff and ensure appropriate maintenance of patience care unit. Administer efficient communication network and manage flow of traffic. Provide assistance to all nurses and ensure appropriate cleanliness of all units.Maintain and update patient database on computers and notify nursing staff on all diagnosis. Coordinate with various departments and ensure proper services and supplies of unit.Provide assistance to nurses and guide patients in and out of unit.Provide appropriate education facilities to all hospital procedures.Prepare and update patient charts with ancillary reports and forms from various departments. Maintain discharge summary reports for all patients and maintain records of all patients. Monitor inventory of supplies and equipment and assist to manage all requisition slops for same. Administer medical records for all physicians and medical staff and maintain records of attendance. Maintain records of doctor charts and maintain stethoscopes for all rounds Prepare records of patient card and provide regular updates on same on an everyday basis.Monitor all emergency calls and evacuate facilities when required.Schedule patient appointments and surgeries, and send appointment reminders and follow-ups via calls or emails Handle mail and faxes Process patient billing and medical insurance claims Perform database and file system management. Handle phone calls and take mails. Schedule staff meetings, which may include reserving conference rooms and ordering food Prepare and traffic invoices, reports, and memos	Drive vehicles to transport goods, materials, or passengers according to assigned routes and schedules	Execute plans of electrical wiring for well functioning lighting, intercom and other electrical systems Install electrical apparatus, fixtures and equipment for alarm and other systems Connect wiring in electrical circuits and networks ensuring compatibility of components Prepare and assemble conduits and connect wiring through them Prevent breakdown of systems by routinely inspecting and replacing old wiring and insulated cables, cleaning circuits etc. Maintain and repair all DG installations Repair or replace broken parts, Ability to handle tools and equipment Experience in industrial and/or commercial electrical systems Demonstrable ability to use electrical and hand tools (e.g. wire strippers, voltmeter etc.) and electrical drawings and blueprints Thorough knowledge of safety procedures and legal regulations and guidelines.

	Role 9	Role 10	Role 11
Role(Name the Profile)	Front Office Executive- Semi Skilled	Gardener-Unskilled	General Duty Attendent- Unskilled
Essential minimum Qualification	Graduation or above	8th Pass or above	8th Pass or above
Educational Qualification	Graduation or above	8th Pass or above	8th Pass or above
Experience	Fresher or Experience	Fresher or Experience	Fresher or Experience
Job description	attend to Patients, clients Answer phone calls Coordinate with the dept s Receive and send letters and courier Maintaining cleanliness in office Checking bills Receiving bills Serves patients by greeting and helping them, scheduling appointments, and maintaining records and accounts. Keeps patient appointments on schedule by notifying provider of patient's arrival Comforts patients by anticipating patients' anxieties, answering patients' questions Ensures availability of treatment information by filing and retrieving patient records Helps patients in distress by responding to emergencies. Protects patients' rights by maintaining confidentiality of medical, personal, and financial information. Contributes to team effort by accomplishing related results as needed. Multi-tasking, Flexibility, Telephone skills, Customer service	Monitoring the health of all plants and greenscapes Watering and feeding plants Trimming trees and shrubs, fertilizing and mowing lawns	Assist Nurse in bathing patient Assist Nurse in grooming and Cleaning the patient Assist patient in dressing-up Support patient to eat and drink Assist patient in maintaining normal elimination Intra and inter departmental transferring of the patients Communication appropriately with co-workers Prevent and adhere to infection control protocol,& maintain proper dress code(uniform) while on duty Assist Nurse in performing procedures as instructed in the plan care Assist Nurse in observing and reporting change in patient condition Assist Nurse in measuring patient parameter accurately Respond to patient's call Help in assistance in housekeeping and sanitation To give support in ward management, patient care etc.

	Role 12	Role 13	Role 14	Role 15
Roles(Name the Profile)	HVAC TECHNICIAN- Skilled	IT Consultant- Highly Skilled	IT Trainee- Highly Skilled	Laundry attendant- Un Skilled
Essential minimum Qualification	ITI or above	BCA/ B.Sc. with a Diploma in Computer Applications/ BE Computer Sciences / BE- IT or above	BCA/ B.Sc. with a Diploma in Computer Applications/ BE Computer Sciences / BE- IT or above	8th Pass or above
Educational Qualification	ITI or above	BCA/ B.Sc. with a Diploma in Computer Applications/ BE Computer Sciences / BE- IT or above	BCA/ B.Sc. with a Diploma in Computer Applications/ BE Computer Sciences / BE- IT or above	8th Pass or above
Experience	2 Years & above	2 Years & above	Fresher	Fresher or experience
Job description	Installing, maintaining and repairing ventilation and air conditioning systems and equipment Identifying maintenance risks on equipment. Diagnosing electrical and mechanical faults for HVAC systems Cleaning, adjusting and repairing systems, and performing warranty services Keeping daily logs and records of all maintenance functions	Software engineer as a Web Developer to be responsible for the coding, innovative design and layout of our website. Write well designed, testable, efficient code by using best software development practices.Create website layout/user interface by using programming languages PHP, ASP.NET, Javascript. Integrate data from various back-end services and databases.Create and maintain software documentation. Provide awareness on the system.Prepare training document and provide training to end user. Be responsible for maintaining, expanding, and scaling our site.A solid understanding of how web applications work including security, session management, and best development practices. Adequate knowledge of relational database systems. Hands-on experience with network diagnostics, network analytics tools and cloud interface. Adequate knowledge of relational database systems. Hands-on experience with network diagnostics, network analytics tools and cloud interface.	Software engineer as a Web Developer to be responsible for the coding, innovative design and layout of our website. Write well designed, testable, efficient code by using best software development practices.Create website layout/user interface by using programming languages PHP, ASP.NET, Javascript. Integrate data from various back-end services and databases.Create and maintain software documentation. Provide awareness on the system. Prepare training document and provide training to end user. Be responsible for maintaining, expanding, and scaling our site.A solid understanding of how web applications work including security, session management, and best development practices. Adequate knowledge of relational database systems. Hands-on experience with network diagnostics, network analytics tools and cloud interface. Adequate knowledge of relational database systems. Hands-on experience with network	Collection Of Linen From All The Floor And Departments. Follow Daily Washing And Drying Schedule. Folding And Storing Of Linen In The Proper Process

	Role 12	Role 13	Role 14	Role 15
		Ability to work and thrive in a fast-paced environment. Support to the medical staffs in terms of HIS. Understand the functionalities of that hospital, how the services of the hospital is going to function, in what sequence. The complete end to end journey must aware. Prepare a flowchart which will be helpful to visualize the entire path of functioning	diagnostics, network analytics tools and cloud interface. Ability to work and thrive in a fast-paced environment. Support to the medical staffs in terms of HIS. Understand the functionalities of that hospital, how the services of the hospital is going to function, in what sequence. The complete end to end journey must aware. Prepare a flowchart which will be helpful to visualize the entire path of functioning.	

	Role 16	Role 17	Role 18
Roles(Name the Profile)	Lift Operator-Unskilled	Medical Record Keeper-Skilled	Medical Transcriptionist -Semi-Skilled
Essential minimum Qualification	8th Pass or above	Graduate or above	Graduate or above
Educational Qualification	8th Pass or above	Graduate or above	Graduate or above
Experience	Fresher or Experience	2 Years & above	2 Years & above
Job description	Knowledge of Maintaining the equipment in good working order by performing regular maintenance checks and adjustments as needed	Gathers patient information by collecting demographic information from a variety of sources;registration areas and physicians' offices; retrieving information from automated printer. Maintains master patient index by completing assigned portion of daily audit trail; corrects and communicates problems according to established procedures.Initiates the medical record by creating and processing the patient care record folder. Maintains record availability by processing charts into the department; using chart mark-off procedures; facilitating chart location activities.Retrieves medical records by following chart-out procedures; documenting reasons charts cannot be retrieved for statistical and follow-up purposes.Delivers charts to assigned areas of the hospital by following established routing procedures.Keeps health care providers informed by communicating availability or unavailability of the record. Maintains quality results by following hospital standards. Maintains continuity of work operations by documenting and communicating actions, irregularities, and continuing needs.Maintains patient confidence by keeping patient records information confidential. Serves and protects the hospital community by adhering to professional standards,hospital policies and procedures, federal, state, and local requirements, and jcaho standards. Enhances medical records and hospital reputation by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments.needed.	Convert transcribed diagnostic test results, procedures and consultation notes into applicable report formats Ensure uncompromised patient care by transcribing fast and accurately, as well as performing thorough editing Type out the full forms of medical abbreviations and acronyms, as well as the formal versions of medical jargon Identify and follow up on inconsistencies, errors and missing information within a transcribed report Submit transcriptions to healthcare professionals for their approval in a timely manner

	Role 19	Role 20	Role 21
Roles(Name the Profile)	Medical Typist-Semi-Skilled	Medical Writer-Semi-Skilled	MEP Supervisor- Skilled
Essential minimum Qualification	Grraduation or above	Graduation or above	ITI or above
Educational Qualification	Grraduation or above	Graduation or above	ITI or above
Experience	2 Years & above	2 Years & above	4 to 5 Years & above
Job description	Convert transcribed diagnostic test results, procedures and consultation notes into applicable report formats Ensure uncompromised patient care by transcribing fast and accurately, as well as performing thorough editing Type out the full forms of medical abbreviations and acronyms, as well as the formal versions of medical jargon Identify and follow up on inconsistencies, errors and missing information within a transcribed report Submit transcriptions to healthcare professionals for their approval in a timely manner	Convert transcribed diagnostic test results, procedures and consultation notes into applicable report formats Ensure uncompromised patient care by transcribing fast and accurately, as well as performing thorough editing Type out the full forms of medical abbreviations and acronyms, as well as the formal versions of medical jargon Identify and follow up on inconsistencies, errors and missing information within a transcribed report Submit transcriptions to healthcare professionals for their approval in a timely manner	Maintain and repair all plumbing installations Understand the layout of installations to be able to perform fixes faster and more effectively Troubleshoot Repair or replace broken parts Looking After The Plumbing Duties, Like Fixing Water Pipes, Tapes, And Repair Including Bathroom Drain Blocks And Daily Filling Of Water Tank.

	Role 22	Role 23	Role 24	Role 25
Roles(Name the Profile)	MGPS Operator -Skilled	Office Assistant-Semi skilled	Office Support- Unskilled	OPD Secretary- Semi Skilled
Essential minimum Qualification	ITI or above	HS Passed or above	Office Support- Unskilled	Graduation or above
Educational Qualification	ITI or above	HS Passed or above	Office Support- Unskilled	Graduation or above
Experience	2 Years & above	Fresher or Experience	Office Support- Unskilled	2 years & above
Job description	maintain appropriate inventory level of gas cylinders and ensure uninterrupted supply of medical gases to the medical units Sends the empty cylinders to the company for refill .Receives the refilled cylinders form the company Drains the receiver of after cooler Opens the valve of the air vessel for 5-10 seconds Closes the valve tightly once the moisture is released Repeats the procedure after every 3 hours Daily checks / Preventive Maintenance as per schedule Checks pressure levels at which the gases are pumped,Pipe leakages Repairs the outlet points of gases at their respective places	Daily Administrative Work, Bank Work, Field Work Of Office, Guesthouse Work Etc.	Perform general administrative tasks such as filing, photocopying, scanning, and faxing documents Maintain office supplies inventory and order supplies as needed Maintain and organize electronic and paper files, ensuring easy retrieval of information Support various departments with administrative tasks during peak times or when additional help is needed. Maintain office Clean and Hygine	Provide support to health care staff and ensure appropriate maintenance of patience care unit Administer efficient communication network and manage flow of traffic. Provide assistance to all nurses and ensure appropriate cleanliness of all units. Maintain and update patient database on computers and notify nursing staff on all diagnosis.Coordinate with various departments and ensure proper services and supplies of unit. Provide assistance to nurses and guide patients in and out of unit.Provide appropriate education facilities to all hospital procedures. Prepare and update patient charts with ancillary reports and forms from various departments Maintain discharge summary reports for all patients and maintain records of all patients Monitor inventory of supplies and equipment and assist to manage all requisition slops for same.Administer medical records for all physicians and medical staff and maintain records of

	Ensures supply of nitrous oxide and oxygen gases air and suction to OT / ICU/ HDU/ WARDS, Checks the oxygen cylinders in the ambulance before any call "Changes the outlets points of the Ventilators, Heart Lung Machine, Anesthesia Machine Conducts repair work of choked suction in ICU, Wards & OT Pendants"			attendance.Maintain records of doctor charts and maintain stethoscopes for all rounds Prepare records of patient card and provide regular updates on same on an everyday basis. Monitor all emergency calls and evacuate facilities when required. Schedule patient appointments and surgeries, and send appointment reminders and follow-ups via calls or emails Handle mail and faxes Process patient billing and medical insurance claims Perform database and file system managementHandle phone calls and take mails. Schedule staff meetings, which may include reserving conference rooms and ordering food Prepare and traffic invoices, reports, and memos
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	Role 26	Role 27	Role 28	Role 29
Roles(Name the Profile)	PATIENT CARE OFFICER-Semi Skilled	PATIENT NAVIGATOR-Semi Skilled	Phlebotomist- Skilled	Billing Executive- Semi Skilled
Essential minimum Qualification	Graduation or above	Graduation or above	DMLT & above	Graduation & above
Educational Qualification	Graduation or above	Graduation or above	DMLT & above	Graduation & above
Experience	1 Year & above	Fresher or Experience	1 to 2 Years	2 years & above
Job description	Coordinate Patient For Beneficiary Scheme Like Aaa/ Pmjay With Aaa/ Pmjay Office.Guide Them How To Apply For The Scheme.Guide Various Patient In Various Department Of Amch.	Coordinate Patient For Beneficiary Scheme Like Aaa/ Pmjay With Aaa/ Pmjay Office.Guide Them How To Apply For The Scheme.Guide	Perform venipuncture and capillary puncture to collect blood specimens from patients Verify patient identities and confirm test orders before collecting samples Follow established protocols and safety guidelines to minimize the	Identifies responsible party by examining patient record. Issues invoice by entering service data; calculating charges; mailing invoices. Resolves billing issues by discussing contract with third-party payer; explaining insurance contract with patient; negotiating settlement.

		Various Patient In Various Department Of Hospital/Entity.	risk of infection and ensure patient safety. Greet patients and explain the blood collection process to them, addressing any concerns or questions they may have. Maintain a professional and compassionate demeanor when interacting with patients, providing reassurance and support as needed. Handle difficult or anxious patients with sensitivity and empathy to ensure a positive experience. Label blood tubes accurately with patient information and test details to prevent errors in sample identification. Maintain accurate records of blood collections, including patient information, test orders, and collection methods. Prepare and maintain logs, reports, and documentation related to phlebotomy activities..	Identifies responsible party by examining patient record. Issues invoice by entering service data; calculating charges; mailing invoices. Resolves billing issues by discussing contract with third-party payer; explaining insurance contract with patient; negotiating settlement. Managing patient accounts and preparing invoices. Inputting patient information and maintaining up-to-date records of patient data using computer software. Ensuring that the patients receive the accounts Performing administrative tasks such as answering phone calls and responding to emails. Acquiring and recording medical aid details from patients and liaising with the medical aid company to obtain authorization on payments owed by patients. Following up with patients on accounts that are late as well as those which are seriously overdue. Following work procedures methodically while ensuring compliance with the rules and regulations of the hospital Ensuring that patient records, accounts, and payments are meticulously handled. Keeping all patient records confidential..
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	Role 30	Role 31	Role 32	Role 33	Role 34
Roles(Name the Profile)	RO/STP/WTP/Plumbing Operator-Skilled	RT Coordinator- Unskilled	Storehand General Duty- Semi Skilled	Supervisor- Semi Skilled	TPA Coordinator Skilled
Essential minimum Qualification	ITI &above	8th Pass & above	Graduation and above	HS or above	Graduation or above
Educational	ITI &above	8th Pass & above	Graduation and above	HS or above	Graduation or above
Experience	2 Years & above	1 Year & above	1 Year & above	1 Years	1 Year & above
Job description	Maintain and repair all plumbing installations Understand the layout of installations to be able to perform fixes faster and more effectively Troubleshoot Repair or replace broken parts Looking After The Plumbing Duties, Like Fixing Water Pipes, Tapes, And Repair Including Bathroom Drain Blocks And Daily Filling Of Water Tank.	Schedule and coordinate radiation therapy appointments for patients Serve as the primary point of contact for patients regarding their treatment schedules and any changes Ensure patients receive clear and concise instructions regarding their treatments and any preparatory steps Maintain and update patient records, including treatment plans and progress notes Ensure all documentation is accurate and complies with regulatory standards Manage the workflow and logistics of the radiation therapy department to ensure smooth operations. Assist radiation oncologists, therapists, and other clinical staff with patient care and treatment delivery Facilitate communication between different departments to ensure cohesive patient care .	Receive and inspect incoming shipments for accuracy and quality. Unload goods from delivery vehicles and check them against purchase orders and delivery notes. Report any discrepancies or damaged items to the Warehouse Manager/Supervisor Store goods in designated areas in accordance with inventory management procedures Maintain accurate inventory records and update the warehouse management system. Conduct regular stock checks and assist with inventory audits Pick and pack orders accurately and efficiently according to customer requirements. Prepare items for dispatch, including labeling and ensuring secure packaging.	Monitoring Daily Working Activities. And Providing Training To The Subordinates. Monitoring Subordinates Productivity. Cordinating With Subordinates To Accomplish A Given Task. Assign duty to Subordinates Manage Manpower for smooth operation	Process insurance claims and ensure all required documentation is submitted accurately and timely Verify patient insurance coverage and benefits before treatments or services are provided. Track the status of claims and follow up with insurance companies to ensure timely processing and payment Serve as the primary point of contact for third-party administrators (TPAs) regarding claim submissions, approvals, and denials Communicate effectively with TPAs to resolve any issues or discrepancies related to claims. Ensure compliance with all TPA guidelines and contractual obligations. Assist patients with understanding their insurance benefits and coverage details Address patient inquiries and concerns regarding claims and billing

			Arrange and rearrange stock as necessary to optimize space and efficiency. Complete and maintain accurate records of goods received, stored, and dispatched.		Maintain accurate records of all insurance claims, payments, and correspondence. Prepare reports on claim activities, including denied claims and appeals. .
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	Role 35	Role 36
Role(Name the Profile)	Ward Secretary- Semi Skilled	Pneumatic Chute- Skilled
Essential minimum Qualification	Graduation or above	Minimum HS & Technical training or certification in mechanical or industrial systems.
Educational Qualification	Graduation or above	Minimum HS & Technical training or certification in mechanical or industrial systems.
Experience	2 years	1 Year & above
Job description	Provide support to health care staff and ensure appropriate maintenance of patience care unit Administer efficient communication network and manage flow of traffic. Provide assistance to all nurses and ensure appropriate cleanliness of all units. Maintain and update patient database on computers and notify nursing staff on all diagnosis Coordinate with various departments and ensure proper services and supplies of unit. Provide assistance to nurses and guide patients in and out of unit. Provide appropriate education facilities to all hospital procedures. Prepare and update patient charts with ancillary reports and forms from various departments Maintain discharge summary reports for all patients and maintain records of all patients Monitor inventory of supplies and equipment and assist to manage all requisition slops for same. Administer medical records for all physicians and medical staff and maintain records of attendance. Maintain records of doctor charts and maintain stethoscopes for all rounds Prepare records of patient card and provide regular updates on same on an everyday basis. Monitor all emergency calls and evacuate facilities when required. Schedule patient appointments and surgeries, and send appointment reminders and follow-ups via calls or emails Handle mail and faxes Process patient billing and medical insurance claims Perform database and file system management Handle phone calls and take mails. Schedule staff meetings, which may include reserving conference rooms and ordering food Prepare and traffic invoices, reports, and memos.	Operate pneumatic chute systems to transport materials according to production requirements Monitor system performance and material flow, making adjustments as needed. Conduct regular system inspections to identify issues and optimize operations Perform routine maintenance and cleaning of pneumatic chute systems to ensure proper functionality Coordinate with maintenance teams for repairs and advanced maintenance needs. Keep detailed records of maintenance activities and system performance Follow all safety protocols and guidelines related to pneumatic chute operation.

5.1.2 Location wise manpower break up- The Manpower will be hired in phases based purely on the client requirement keeping in view the site readiness. Other hospitals are under going, manpower for the same will also be required as per readiness.

Designations	Role	Min. Qualification Required for the role	Proposed Skill Category	Barpeta	Darrang	Dibrugarh	Diphu	Guwahati- Sci	Head Office	Jorhat	Kokrajhar	Lakhimpur	Silchar	Tezpur	Grand Total
Accounts Executive	Accounts Support	Graduation & above	Skilled	0	0	0	0	0	1	0	0	0	0	0	1
Admin Associate	Admin Support	Graduation & above	Highly Skilled	0	0	0	0	0	1	0	0	0	0	0	1
Ambulance Driver	Ambulance Service	8th Pass and above	Skilled	1	1	1	0	0	0	1	1	1	0	1	7
BMS Operator	Engineering & Maintenance	ITI & above	Skilled	0	1	0	0	0	0	0	0	0	0	0	2
Business Development & Patient Coordinator	BD & Outreach activities	Graduation & above	Skilled	3	2	4	0	0	0	2	2	2	2	2	19
Care Taker- Guest House	Guesthouse Caretaker	8th Pass and above	Unskilled	1	0	0	1	0	0	0	0	0	1	1	4
Driver	Staff Transportation	8th Pass and above	Skilled	1	0	0	0	0	0	0	0	0	0	0	1
Electrcian/DG Operator	Engineering & Maintenance	ITI & above	Skilled	3	4	5	0	2	0	4	3	2	3	3	29
Front Office Executive	Assistance to Patients & Reception counters	Graduation & above	Semi Skilled	3	2	4	1	0	1	2	1	1	2	2	19
Gardener	Monitoring, Beautification & health management of all plants & trees	8th Pass and above	Unskilled	1	1	1	0	0	0	1	1	1	0	1	7
General Duty Attendent	Wardboy/Ward Girl	Wardboy/Ward Girl	Unskilled	35	6	45	2	27	0	10	7	7	21	11	171
HVAC Technician	Engineering & Maintenance	ITI & above	Skilled	3	2	2	0	0	0	2	1	1	1	2	14
IT Consultant	IT System Administrator	Min BCA or relevant degree	Highly Skilled	2	1	0	0	1	0	1	1	1	1	1	9

Designations	Role	Min. Qualification Required for the role	Proposed Skill Category	Barpeta	Darrang	Dibrugarh	Diphu	Guwahati- Sci	Head Office	Jorhat	Kokrajhar	Lakhimpur	Silchar	Tezpur	Grand Total
IT Trainee	IT System Administrator	Min BCA or relevant degree	Highly Skilled	0	0	1	0	0	0	0	0	0	0	0	1
Laundry Attendant	Engineering & Maintenance	8th Pass and above	Unskilled	1	0	2	0	2	0	1	1	1	0	1	9
Lift Operator	Engineering & Maintenance	8th Pass and above	Unskilled	1	1	1	0	0	0	2	0	1	1	1	8
Medical Record Keeper	Medical records Keeping	Graduation & above	Skilled	1	1	2	0	0	0	1	0	1	0	0	6
Medical Transcriptionist	Healthcare documentation	Graduation & above	Skilled	0	0	0	0	2	0	0	0	0	0	0	2
Medical Typist	MIS, Patient Information & Documentation	Graduation & above	Semi Skilled	0	0	0	0	0	0	1	0	0	0	1	2
Medical Writer	MIS, Patient Information & Documentation	Graduation & above	Semi Skilled	1	1	1	0	0	0	0	0	0	0	0	3
MEP Supervisor	Engineering & Maintenance	ITI & above	Skilled	1	0	1	0	0	0	0	0	0	1	0	3
MGPS Operator	Engineering & Maintenance	ITI & above	Skilled	3	2	2	0	0	0	1	1	1	1	2	13
Office Assistant	Admin Support	HS & above	Semi Skilled	0	0	0	0	0	1	0	0	0	0	0	1
Office Support	Office Support	8th Pass and above	Unskilled	0	0	1	2	0	3	1	0	0	0	0	7
OPD Secretary	OPD & Patient Support	Graduation & above	Semi Skilled	3	1	5	0	0	0	1	1	1	1	1	14
Patient Care Officer	Patient Documentation & Filling	Graduation & above	Semi Skilled	0	0	0	0	1	0	0	0	0	0	0	1
Patient Navigator	Patient Care & Healthcare Guidance	Graduation & above	Semi Skilled	1	0	1	1	0	0	0	0	0	1	0	4
Phlebotomist	Laboratory Support	DMLT & above	Skilled	1	0	0	0	0	0	0	0	0	0	0	1

Designations	Role	Min. Qualification Required for the role	Proposed Skill Category	Barpeta	Darrang	Dibrugarh	Diphu	Guwahati- Sci	Head Office	Jorhat	Kokrajhar	Lakhimpur	Silchar	Tezpur	Grand Total
Registration Cum Billing Associate	Patient Registration & Bill Preparation	Graduation & above	Semi Skilled	4	1	4	2	0	0	3	2	1	2	2	21
RO/STO/WTP/Plumbing Operator	Engineering & Maintenance	ITI & above	Skilled	2	1	3	0	1	0	3	1	3	3	2	19
RT Coordinator	RT Support	8th Pass and above	Unskilled	0	0	1	0	0	0	0	0	0	0	0	1
Store hand General Duty	Helper in Procurement-GRN etc	Graduation & above	Semi Skilled	0	0	1	0	0	0	0	0	0	0	0	1
Supervisor	GDA Supervision	HS & above	Semi Skilled	0	0	1	0	2	0	0	0	0	0	0	3
TPA Coordinator	TPA Helpdesk	Graduation & above	Skilled	1	0	0	0	0	0	0	0	0	0	0	1
Ward Secretary	Bedside documentation & Ward Support	Graduation & above	Semi Skilled	6	2	7	0	0	0	2	1	1	3	1	23
			Grand Total	79	30	97	9	38	7	39	24	26	44	36	429

N.B: Manpower projections are estimates and may vary significantly based on future business requirements.

Additional Plan that may be required in future as per business plan:

Barpeta	Dibrugarh	Silchar	Diphu	SCI	Kokrajhar	Darrang	Tezpur to be upgraded to L3 max	Lakhimpur	Jorhat to be upgraded to L3 max	Total Requirement
48	36	83	118	95	0	0	91	0	88	559

5.2. Manpower Engagement Process:

- 5.2.1 The Agency¹, within 15 days of receipt of the letter of requisition for manpower from the Management², shall ensure that a minimum number of eligible candidates (i.e. two times of the number of positions in each category) are sent by the Agency to appear the selection process to be carried out by the Management.
- 5.2.2 Management reserves the right to select the candidate as per its own selection norm. If none of the candidates of the Agency qualify in the selection process carried out by the Management, then the Agency shall send fresh candidates to go through the selection process. It is clarified that some individuals are already working with ACCF through the payroll of an existing outsourced manpower agency. ACCF may choose to retain some of these employees based on their performance and to ensure continuity in their work.
- 5.2.3 ACCF reserve the right to reject all or any of the candidatures who fails to qualify its selection process.
- 5.2.4 The Candidate (s) once selected by the Management shall join the duty within 30 days of the communication of selection unless the Management against a written request allows an extended time period.
- 5.2.5 Clause 5.2.5: This clause is related to no. of manpower requirement given in tender document. However, in case, existing hired manpower is removed, 30 days removal notice shall be given to the Agency for removal of hired manpower as mentioned at Clause 5.3.2
- 5.2.6 Selection of candidates will be done in the following manner:

Sr. No	Steps	The entire process will not have any cost implication to accf.
1	New Position- Creating the job description if it's a new position	
2	Advertisement- Open positions to be published in three newspaper, Regional Paper, English & Hindi	
3	Vacancies to be notified at employment exchange before the interview process starts	
4	1st level Screening- CV's received from above process to be screened and interviewed by Manpower Contractor for further screening along with remarks and signature on Interview Assessment Sheet and Candidate Application Form to be received from candidate before the interview starts with ACCF	
5	2nd Level screening- Once candidates are screened from manpower contractor 2nd round of Screening to be done from Principal Employer (Panel interview members as decided by ACCF) (Manpower contractor team will be responsible to manage the whole interview process schedule in between the candidates and ACCF, if the candidate is out of location interview to be done through Skype/MS Teams) Minimum of three candidates against each position.	
6	Selection & Approval- After all interviews have been conducted and thoroughly evaluated, the Manpower contractor will submit Academics, Experience, Salary and KYC proofs, IAS Sheet, Caf Form in a prescribed format to the HR spoc of accf.	
7	Extend Offer- Once salary, Location and designation is approved contract will extend an offer letter to the candidate. If the candidate	

¹ Agency means the HR Agency selected and engaged by ACCF

² Management means management of ACCF

	accepts the offer, Contractor will notify ACCF of the acceptance and the confirmed start date.	
8	Pre-Hire Checklist- If the candidate accepts the offer, candidate need to submit medical fitness certificate and police verification report before the joining date. The candidate can join us after he is being declared with clear report on police verification and his resignation has been accepted his previous organization and last working should be prior to the date of association with ACCF	
9	Orientation/On Boarding- New Hire Orientation is to be conducted by Contractors HR Team on the employee's first day of work. JD's to be handed over on the very first day of joining . The day after orientation, the new employee will report to designated reporting Manager.	

- 5.2.7 Minimum 3 dedicated post-graduate HR professionals from agency shall be deputed to manage contractual manpower given in ACCF this will not bear any additional cost on ACCF, including travel and accommodations. ACCF reserves the right to request their presence at any unit based on business requirements. Out of three one professional with 1 to 3 years of experience in HR, one with 7 to 12 years of experience in HR, and one senior resource with 12 years and above of experience. These professionals will assist ACCF with all HR operations, compliance, and other activities as outlined in the agreement. They will be integrated into ACCF and report to ACCF's SPOC. This is crucial given the management of 400+ manpower, which will estimated to increase to 600 and above.

5.3. Tenure of Engagement

- 5.3.1. All manpower engagement shall be initially for a period of 12 months, and which shall be subject to auto renewal annually (subject to Contract period with the Agency) unless a shorter duration is specifically mentioned by the Client.
- 5.3.2. However, client reserves the right to remove the personnel engaged through the agency any time prior to the completion of the contract period serving a one-month notice, if the need for such manpower is no more exists or candidate is not performing the assigned task.
- 5.3.3. The Client reserves the right to remove any of the manpower engaged through the Agency forthwith, in case it is found that they are engaged in illegal, unethical and corrupt practice. In such situation the Agency has the responsibility to replace the manpower forthwith, to ensure smooth continuance of the work.

6. CONDITIONS TO THE CONTRACT

6.1 General Issues

- 6.1.1 The service agreement with the Agency shall be for a period of three years from the date of signing of the contract except in case of premature termination of the contract on the ground of non-performance, inadequate performance or otherwise.
- 6.1.2. The ACCF may extend the contract period for a maximum period of another 12 months beyond the original contract period of three years subject to the consent of the Agency with similar terms and conditions except some minor modification, if required, without any cost implication.

- 6.1.3 The Agency (service provider) shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any third-party agency.
- 6.1.4. The manpower requirement in each category as given above may vary (increase or decrease) during the tenure of the contract. However, in such situation the Agency shall supply the additional manpower with same terms and conditions.
- 6.1.5. The Agency will be abided by the details furnished by it along with the proposal or at a subsequent stage. In case, any of such documents furnished or declaration made by the Agency is found to be false at a later stage, it would be deemed to be a breach of contract making it liable for legal action besides termination of the contract and forfeiture of performance security.
- 6.1.6. ACCF reserves the right to terminate the Contract at any time before its expiry (premature termination) if the service is found to be unsatisfactory in the manner as specified in the termination clause.
- 6.1.7. The persons deployed by the Agency shall report in the place of work on time during all working days. In case, the personnel deployed remains absent on a particular day or report late in the office then proportionate deduction from the remuneration will be made.
- 6.1.8. In case the person deployed is asked to work beyond the office hour, he /she shall be entitled to late sitting-cum-refreshment as per the provision of the Company, decided from time to time.
- 6.1.9 Overtime charges shall be paid by ACCF as per prevailing applicable law(s)..
- 6.1.10. The Agency shall nominate a Coordinator who shall be responsible for immediate interaction with the Hospital Authority so that optimal services of the persons deployed could be availed without any disruption.
- 6.1.11. The entire financial liability in respect of manpower deployed in different locations shall be that of the Agency and ACCF will in no way be liable. It will be the responsibility of the Agency to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by ACCF.
- 6.1.12. For intents and purposes, the Agency shall be the “Employer” within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Agency shall not have any claim whatsoever like employer and employee relationship against ACCF.
- 6.1.13. The Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to manpower deployed. ACCF, in no way, is responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Agency, the deployed person can place their grievance before designated official of ACCF.
- 6.1.1. The Client (ACCF) shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.

- 6.1.15. The persons deployed by the Agency shall not claim nor shall be entitled to any payment from ACCF including pay, perks and other facilities as admissible to regular / confirmed employees during the currency or after expiry of the contract.
- 6.1.16 Bidder has to submit their own HR Policy which includes travel and reimbursement criteria. HR Policy & Travel reimbursement of employee selection/deputed for ACCF will be decided mutually.
- 6.1.16. In case of termination of the Contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 6.1.17. The persons deployed shall not claim any benefit or compensation or absorption or regularization of position with ACCF under any circumstances. Undertaking from the person deployed to this effect shall be required to be submitted by the Agency prior to the deployment.
- 6.1.18. The Agency shall comply with all the legal requirements for obtaining license under Contract Labour (Regulations and Abolition) Act, 1970, if any, at his own part and cost.
- 6.1.19. In all the roles, overlapping will not be necessary but in cases where it is required a decision will be taken and confirmed to the vendor in writing by authorized person of ACCF and in such overlapping cases, charges shall be borne by ACCF.
- 6.1.20. The persons deployed by the Agency should have good police records and no criminal case should be pending against them. Police Verification is mandatory for all Persons deployed at site which is to be processed by the Agency.
- 6.1.21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of ACCF. The Agency shall be responsible for any act of indiscipline on the part of the persons deployed and Disciplinary action against the same needs to be done.
- 6.1.22 All cost shall be paid by the Agency. Agency may calculate and include the cost in the Service/Management fee while quoting.
- 6.1.23 Mediclaim/ Workman Compensation shall be extended to associates who are not covered under ESIC. The same will be as per the vendor's Group medical policy and client will not be liable for any claim with regards to the same.
- 6.1.24 Cost of medical fitness certificate and police verification shall be borne by the vendor.
- 6.1.25 Vendor shall not charge any amount from the client for recruitment of manpower neither from client nor the candidates.
- 6.1.26 Vendor shall not claim any amount (monetary or non-monetary) from any candidate during the recruitment process.

6.2. Statutory Issues

- 6.2.1 The persons deployed shall, during their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 6.2.2 The Manpower Service Provider (Agency) shall be solely responsible for compliance of all statutory provisions relating to minimum wages payable to different category of worker/personnel deployed. ACCF shall have no liability in this regard. Wherever there is change in Minimum Wages, the same increase/decrease shall be make up/adjusted, to the extent of change, by ACCF, subject to production of proof by the agency.
- 6.2.3 The Manpower Service Provider (Agency) shall also be liable for depositing all taxes, levies, cess, etc., on account of service rendered by it to ACCF with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. Agency shall have the responsibility to furnish documentary evidence in support of the statutory compliance to ACCF, as and when sought.
- 6.2.4. The Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to ACCF or any other statutory authority.
- 6.2.5. The Tax Deduction at Source (TDS) shall be done as per the provisions under Income Tax Act and ACCF shall provide TDS certificate to the Agency.
- 6.2.6. In case, the Agency fails to comply with any liability under appropriate law, and as a result thereof, ACCF is put to any loss or inconvenience, then ACCF will be entitled to get itself compensated out of the outstanding bills and/or the Performance Security deposited, to the extent of the losses incurred.
- 6.2.7. The contract shall be liable for termination on account of non-performance, deviation of terms and conditions of contract, non-payment of remuneration and non-payment of statutory dues. Authority will have no liability towards non-payment of remuneration to the persons employed by the Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the assets / documents in the office premises by the persons deployed, the same shall be recovered from the unpaid bills or adjusted against the Performance Security.

6.3. Payment, Penalty and Dispute Resolution

- 6.3.1 The Agency shall raise the bill, in triplicate, along with attendance sheet duly certified by the authorized official in respect of the persons deployed and submit the same for payment in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Agency has to release the monthly salary of the person(s) deployed in the first week of succeeding month. Hence, payment shall be on reimbursement basis, where the Agency shall pay first and then get it reimbursed from the Client.(The salaries will be paid to the employees by on or before the last working day.

- 6.3.2. Leaves shall be granted as per extant statutory laws. Leave Policy for contractual employees working under the supervision of Principle Employer in Assam (Scheduled Employment)- a. Weekly Holidays- One day weekly half. In case of 5 days' week working of a particular center, then one & half weekly half shall be given. b. National and Festival Holidays- Similar to other employees c. Annual Leave- i. Casual Leave- 10 days / per annum ii. Medical Leave- 12 days per annum iii. Earned/ Privileged Leave- 16 days on completion of a year. Earned leaves shall be billed to ACCF, if not availed (subject to completion of a year). Agency need to provide proof of payment to its employee. Substitute is not required in all the roles barring few essential services wherein Agency need to provide substitute in case its employee takes leave(s).
- 6.3.3. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax, etc. should be necessarily accompanied with documentary proof (Challan) pertaining to the bill of the preceding month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Management.
- 6.3.4. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Agency shall be deducted from its monthly bills in the succeeding month.
- 6.3.5. The ACCF reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 6.3.6. In the event of any dispute arising in the interpretation of the clauses of the contract effort shall be made to resolve through mutual discussion/consultation between the Management and the Agency.
- 6.3.7. ACCF will make the payment within 45 days days from the date of receipt of correct valid invoice. At ACCF. No interest shall be paid by ACCF on delayed payment. However, Agency shall make payment to the deployed manpower on or before last working day of every month. Agency will not hold back any payment citing delay in payment by ACCF.
- 6.3.8. All legal disputes arising under this contract between the parties will be subjected to resolve under jurisdiction of Guwahati Court or High Court of Assam.

6.4. Termination

- 6.4.1. The contract can be terminated at any point of time prior to its completion by either of the parties with 60 days of notice period without assigning any reason thereof.
- 6.4.2. The Client may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
- (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

6.4.3. The Authority after giving 60 days' clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.

- (i) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
- (ii) If the service provider becomes insolvent or bankrupt.
- (iii) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- (iv) If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

7.0 Limitation of Liability:

7.1: 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.

7.2: Provided that, the limitation of liability under Clause 7.1 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 willful misconduct; and (d) contravention of Laws by the Service Providers or any of its sub Service Provider(s).

ANNEXURES

ANNEXURE-A

Covering Letter

[on the letter head of the Bidder]

Kind Attention:

[location, date]

The Head Operations

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.
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 agree to the conditions of the RFP under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by ACCF as per the terms and conditions.
5. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.
6. We agree to accept the amount of the bill to be paid by the Client after completion of all formalities and should any amount of the bill found by the client/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. ACCF has the right to accept or reject any or all the bids/proposals without assigning any reason.
8. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
9. 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.

10. 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 and selection;
 - (e) We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.
 - (f) I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.
 - (g) we acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director or partners, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of contract by us.
11. 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).
12. 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.
13. We have agreed that [_____] [Insert Authorized 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.
14. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
15. If our proposal is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document.
16. We further confirm that, if our proposal is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
17. 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.

18. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred request for proposal.
19. We confirm that we fully agree to the terms and conditions as specified under the RFP Document, including amendment/ corrigendum if any.
20. 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/Authorized Representative]

Name of the Authorized Signatory:

Designation:

Contact Details: Mobile:.....Email:

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	Document and (or) Information to be furnished by the Applicant
1	Name of the Applicant	
2	Address of the Head Office /Registered Office	
3	Details of Branch office in Odisha (If registered office is not in Odisha)	
4	Name and contact no. of Authorized Signatory (in block letters)	
5	Specimen Signature of Authorized Signatory	
6	Details of EMD & Processing Fee Paid (Amount, issuing bank, date and number)	Processing Fee: EMD: (Format for EMD BG given in Annexure-6)
7	Constitution of the Applicant and Incorporation Details	Company/Firm/Society/Trust Date of Establishment & Regn. No. (Furnish copy of incorporation or registration certificate/Deed)
8	Declaration	Annexure-2
9	Registration Certificate (Labour) No.	(Also Furnish Photocopy of Labour registration certificate)
10	GST Registration No	(Also Furnish Photocopy of GST Registration Certificate)
11	PAN no (furnish Photocopy of PAN)	(Also Furnish photocopy of PAN)
12	P.F Registration No.	(Also furnish Photocopy of P.F. Registration Certificate)
13	E.S.I. Registration No.	(also furnish Photocopy of E.S.I. Registration Certificate)
14	Power of Attorney to sign the proposal on behalf of the Applicant as per Annexure-5	
15	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	Turn over Certificate and Statement of Accounts for last three financial years as per Annexure-3 .

	Audited Statement of Account including Balance Sheet, P & L A/c and Audit Report to be submitted for last three financial years.	
16	The organization have to submit the Affidavit (<i>On original Stamp Paper of relevant value certified by Notary</i>) with the following clauses: a) Our organization has not been blacklisted by any Government Organization b) Our organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law. c) Our organization agrees to abide by all terms & conditions of tender.	Submit the Affidavit As per Annexure-2
17	Details of any incidence of premature termination of any contract for supply of personnel in past with any government department, agency or undertakings. (If yes)	
18	Whether all documents submitted signed by the authorized signatory of the firm/agency	(Yes/ No)
19	Details of major similar contracts executed by the manpower service provider during the last three years in the following format (Attach <i>separate sheets</i> if space provided is not sufficient and also enclose <i>photocopies of the contract/work order serially</i> in the <i>order</i> as mentioned in the format below)	As per table given below: (<i>Table 1</i>)

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						

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.

The price offered by us in the financial proposal shall remain valid for a period of 180 days form 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).

We hereby declare that there is no Vigilance/CBI pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.

I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies form participating in tender, which is in effect at present.

I/we agree to the ACCF forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting 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 of the contractual obligations. 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:
Place:

Name & Signature
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 ³ (Rs. in lakhs)
1	2020-21	
2	2021-22	
3	2022-23	
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 manpower supply for last.....years.

Date:
Place:

Signature of Auditor/ Chartered Accountant
(With Official Seal)

FRN.:
UDIN: xxxxxxxxxxxxxxxx

³ From supply of manpower

ANNEXURE-4: Contract Format

DRAFT AGREEMENT

1. An agreement made this.....day of 2024 BETWEEN Assam Cancer Care Foundation, Guwahati (hereinafter called "**Client**") having its registered at.....of the one part AND <insert name and address of the HR Agency> (hereinafter called "**the Agency**", 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 Agency has been selected by the Client through an open invitation of proposal (tender) issued vide RFP Reference No.....dated, and accordingly the letter of award was issued vide Letter No.....dated..... inviting to execute the contract.
3. And whereas the Agency agreed to provide required manpower to the Client as and when required, as per the provisions given in the RFP document.
4. And whereas the Agency 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 Agency as per the offered rate (for each category of personnel) the Agency hereby covenants with the Client to provide the agreed Services (i.e. supply of required manpower) in all respects as per the provisions of this Contract.
7. The Client hereby covenants to pay the Agency in consideration of the manpower supplied, 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 Agency under this contract and their prices as offered by the Agency and accepted by the Client are as under:

<Insert the price bid submitted by the Agency>

9. Price & Service Charges

- 9.1 The price (Gross Salary of the Personnel Including PF & ESI and Service Charges including taxes) 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.
- 9.2 There shall be an annual price escalation of 3% on successful discharging of service by the Agency.

10. Payment

- 10.1 The payment shall be made to the Agency on monthly basis.
- 10.2 In case of any deficiency in performance or non-supply of agreed manpower, deduction shall be made proportionately from the monthly fees.
- 10.3 The Agency shall submit the monthly bill within 1st week of the following month.
- 10.4 The Agency shall submit following certificate along with the monthly Invoice to initiate the payment process.
- (a) Wages of workers were credited to their bank accounts on _____ (date) along with employee wise bank statement along with employees bank account number.
 - (b) ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____. (Copy of employee wise e-receipt enclosed)
 - (c) EPF Contribution relating to workers amounting to Rs. _____ was deposited on _____. (Copy of e-receipt along with employee wise details enclosed)
 - (d) We are complying with all statutory Labour Laws including Minimum Wage Act and all other statutory laws and benefits of Central Govt and Government of Assam. (self-certificate)

11. Liquidated Damages & Penalty

- (a) If the Agency fails to commence the services within the prescribed timeline of 30 days from the date of signing the contract, then 1% per week LD of annual contract value shall be imposed with an overall cap of 5% of the contract price. After arriving at maximum penalty (i.e. 5%), Contracting entity (i.e. ACCF) may terminate the contract with forfeiture of PBG.
- (b) For absence of manpower, a penalty @ Rs. 100/- per worker per day will be deducted from the bill which will be over and above of other deductions (including but not restricted to the Wages that would otherwise have been paid). If staff is found without uniform and safety gloves, gumboots etc. (which are required for safety of staff & infection control as per the role), a penalty of Rs. 100/- per day or at each instance. For repeated non-compliance, double the penalty i.e. Rs. 200/- shall be payable.

- a. Indecent or mischievous behavior by the staff to employee(s) of Health facilities or Patient/ patient relative/ visitors will attract a penalty of Rs. 500/- on each such occasion incidence.

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 thereof 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 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 Agency & 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 Agency 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 Agency 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 Agency 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 . Agency 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 Agency, if established after an enquiry, then the Agency 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 Housekeeping 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 housekeeping 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 by any act of the Service Provider or its employees or staff 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 Manpower 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 Agency

For and on behalf of the Client

Authorised Signatory
<Name and Address of the Agency>

<Authorized Signatory>

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness

ANNEXURE-5: Power of Attorney format

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 “**FOR HIRING OF A MANPOWER SUPPLY AGENCY**” 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 _____2024

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: EMD

ANNEXURE-7: Performance Bank Guarantee Format

Performance Security Bank Guarantee Format

Issuing Bank: [insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert: Assam Cancer Care Foundation, Guwahati, Assam]

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that [insert: **name of the Awardee**] (hereinafter called "the Agency") has been awarded the tender (Tender reference No.....) and invited for entering in to the contract by Assam Cancer Care Foundation (ACCF), Guwahati (hereinafter called "**the Company**") for supply of X number of passenger vehicles (Make & Model) to its office at On monthly basis for a period of 18(eighteen) months from the date of signing of the contract (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required to be furnished prior to the signing of the contract.

At the request of the Agency, we [insert: **name of Bank**] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: **amount in figures**] (Rs____) [insert: **amount in words**]⁴ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Agency is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

This guarantee shall be valid until the day of, 20.....

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

Our..... branch at⁵ (Name & Address of the branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at ourbranch a written claim or demand and received by us at ourbranch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

[signature(s)]

⁴ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract.

⁵ the Branch of the bank should be at Guwahati, Assam.

Signature of the Authorised Officer of the Bank)
Name and Designation of the Officer
Seal, name & Address of the Bank and the Branch

ANNEXURE-8: Financial Proposal Format

Financial Proposal MONTHLY RATE OFFERED FOR DIFFERENT CATEGORIES OF PERSONNEL (Rate per person per Month inclusive of all statutory liabilities, taxes, levies, cess etc.)

Name of the Bidder:

Bidder shall calculate all their expenses and margin accordingly bidder shall quote his rate in the BoQ excel sheet only.

* Minimum take home remuneration shall be inclusive of **employee's contribution towards EPF & ESI**

** The bidder is required to quote the price (**Service Charge**), which is reasonable and commercially feasible. The price offered towards service charges by the Agency should not be unreasonable or commercially unviable. Service tax on the service charges shall be payable at applicable rate.

Note

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of submission of bid.
2. **Bidder who quote lowest in total monthly services rates for all 22 roles shall be preferred for selection.** Bidders are instructed to follow minimum wage act of Guwahati District (Assam) while quoting for various roles wherever applicable.
3. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each personnel