



REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR OPERATING  
PANTRY AND CATERING FACILITY AT, ASSAM CANCER CARE HOSPITALS (ACCF)  
ACROSS ASSAM.

Ref No. ACCF/PANTRY CATERER/2022-23/50

Date 06.07.2022

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](http://www.assamcancercarefoundation.org) Email: [procurement@accf.in](mailto:procurement@accf.in)

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## ASSAM CANCER CARE FOUNDATION

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

## 2 NOTICE INVITING TENDER

### NOTICE INVITING TENDER

Online proposals are invited by the undersigned from eligible parties (Catering Service providers) vide this RFP to shortlist and engage the most suitable of them for a period of 24 (Twenty-Four) months to provide Catering services with required skill, and experience, as required by ACCF with a provision for extension by another 01 (one) years with the mutual consent on same terms and conditions. The contract will however be subject to review each year.

## 3 CALENDER OF RFP EVENTS & KEY INFORMATION:

|   |   |
|---|---|
| <b>Date of issue of the RFP</b>   | 6 <sup>th</sup> July 2022   |
| <b>Pre-Bid Meeting</b>  | 12 <sup>th</sup> July 2022 at 14:30 Hrs at ACCF Office/ MS Teams ID will be published in ACCF Website <a href="http://www.assamcancercarefoundation.org">www.assamcancercarefoundation.org</a>  |
| <b>Last date and time of Proposal submission (Online)</b>                 | 02 <sup>nd</sup> August 2022 till 1400 Hrs  |
| <b>Last date and Time for submission of hard copies of key documents.</b> | 02 <sup>nd</sup> August 2022 till 1500 Hrs  |
| <b>Date &amp; Time for opening of technical proposal</b>                  | After 1 hrs from last date and time of bid submission.  |
| <b>Date &amp; Time for opening of financial proposal</b>                  | To be notified once the technical proposal evaluation is complete.  |
| <b>Address for Communication</b>  | <b>ASSAM CANCER CARE FOUNDATION</b><br>3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati– 781022, Assam Ph: +91-9998515371,<br>E: <a href="mailto:procurement@accf.in">procurement@accf.in</a>   W: <a href="http://www.assamcancercarefoundation.org">www.assamcancercarefoundation.org</a> |
| <b>RFP Processing Fee (non-refundable)</b>                                | Rs 500/- (Rupees Five Hundred) to be submitted in the e procurement portal only ( <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> ) Proof of payment to be provided with the Technical Bid.   |
| <b>Bid Security/EMD</b>   | Rs 25,000 (Rupees Twenty Five Thousand) only <b>for each location</b> . to be submitted in the e-procurement portal only ( <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> )(proof of payment to be provided with technical bid)  |
| <b>Contract Period</b>  | The shortlisted service provider shall be engaged for a period of 2 years and another year extendable- under mutual consent.  |
| <b>Name &amp; location of work:</b>                                       | <b>L-3 Locations</b><br>1. Darrang:<br>2. Jorhat:<br>3. Lakhimpur:  |

|                              |  |
|------------------------------|--|
| <b>Minimum Reserve Price</b> | For Level 3 Locations <b>as per financial bid (for each location)</b>                |
| <b>Delivery Timelines</b>    | The successful bidder shall start services within 20 days from date of confirmed WO. |

**Note:**

- 3.1 The above timelines are indicative, and ACCF reserves the right to change the timelines as per the requirement.
- 3.2 In the event of any of the above-mentioned dates being declared as a holiday for the Proposal Inviting Entity then the event or activity shall be postponed to the next working day at the appointed time
- 3.3 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.
- 3.4 Bidder can submit bids for all three (03) locations or for any one L-3 location (out of 3 Nos.). Bids below the reserve price shall be rejected even if Technically qualified.

s/d

Assam Cancer Care Foundation  
Guwahati, Assam

#### 4 INSTRUCTIONS TO THE BIDDER

- 4.1 The Applicant is required to prepare and submit the complete proposal documents in the online e Tender portal (i.e., <https://assamtenders.gov.in>) within due date of submission.
- 4.2 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.
- 4.3 Proposal shall be typed or written in indelible ink and shall be signed by a person or person(s) duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initialed by the person or persons authorised to sign.
- 4.4 Proposals shall be digitally signed as per Class 3 digital certificate by a person or person(s) duly authorized to sign on behalf of the Applicant for online submission.
- 4.5 The Applicant is required to submit the hard copies of selected key documents of the technical proposal within due date of submission of the proposal. The hardcopies shall include following documents:
- 4.6 EMD (Bid Security) and Processing/Tender Document Fee **(to be paid in the e-procurement portal only)**
- 4.7 Declaration as per Annexure-2
- 4.8 Original Power of Attorney Document or certified copy of the Board Resolution (in case of Company) authorizing the Signatory.
- 4.9 The Applicant can submit above hard copies either through courier or by hand (with acknowledgement) in the address given below. Non-submission of hard copies within due date and time shall be treated as no-bid and render the bid liable for rejection.

To

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

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

4.13 Downloading of Bid Documents: The contractor/bidder/bidder can download NIT & ACCF/PANTRY CATERER/2022-23/50

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

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

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

4.16 Amendment of Bidding Documents:

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

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

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

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

4.17 Submission of Tenders.

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

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

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

i) Technical Documents

ii) Eligibility Documents

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

## B. Financial proposal

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

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

### 4.18 Withdrawal of Bid

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

### 4.19 Resubmission

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

### 4.20 Help Desk

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

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

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

(Language: Assamese/Bengali/Hindi/English)

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

International Bidders are requested to prefix 91 as country code.

(Language: Hindi/English)

e-Procurement Project Manager: 6901 007390

## 5 Facilities and Equipment to be provided by ACCF: -

| SL No. | NAME OF EQUIPMENT  | Site wise Qty. |
|--------|--|----------------|
| 1      | CLEAN DISH RACK  | 1              |
| 2      | DISH WASH SINK   | 1              |
| 3      | SOILED DISH LANDING TABLE WITH WALL MOUNTED GLASS RACKS        | 1              |
| 4      | GARBAGE BIN  | 1              |
| 5      | PRI RINSE UNIT TABLE MOUNTED                                   | 1              |
| 6      | CLEAN GLASS RACK   | 1              |
| 7      | WATER COOLER   | 1              |
| 8      | HOT TROLLEY  | 1              |
| 9      | TWO DOOR UNDER COUNTER REFRIGRATOR                             | 1              |
| 10     | 3X1 FOOD PAN BAINIE MARIE (SUNKEN IN GRANITE TOP)              | 1              |
| 11     | SNEEZE GUARD WITH ONE SIDE LIGHT AND ONE SIDE HEATER AND LIGHT | 1              |
| 12     | WORK TABLE WITH SINK   | 1              |

## **6 Special condition of contract:**

- 6.1 ACCF shall be responsible for providing the necessary infrastructure, space at every site/ said location for the provision of the Services by Service provider. Infrastructure to be provided by ACCF shall include to flooring, walls, ceilings, plumbing (one-point supply and one point of drain), electrical (one point supply), and all capital items necessary for serving as mentioned above. All other items like pots, pans, service wares (plates, bowls, spoons etc), minor appliances for efficient operation of the canteen and catering will be in the scope of the service provider.
- 6.2 ACCF shall provide furniture, fittings, furnishings and other requirements for the service area, pantry and administrative areas for the performance of services under this RFP. Any minor furniture, utensils, equipment and fixtures additionally required will be in the scope of the service provider.
- 6.3 ACCF shall be responsible for all major repairs for Civil, Plumbing and Electricals provided by the Client in case of any manufacturing defects, or any fault came under warranty clause. Service provider shall be responsible for repairs and maintenance of all services/facilities internal to the pantry. Service provider shall be responsible for payment of any defect that arises due to mishandling/damage/breakage etc. or fault came due to normal course of time, that does not fall under warranty or defect liability.
- 6.4 Service provider will be responsible for maintenance and daily cleaning of equipment, service wares and appliances under this RFP located in pantry and cafeteria.
- 6.5 ACCF shall arrange for and pay for the preventive and break down maintenance of all the assets provided by it for the performance of scope of services. Service provider shall be responsible for intimation to ACCF representative on the schedule of annual maintenance contract for all the heavy equipment and assets provided by ACCF.
- 6.6 A joint verification of the equipment will be conducted EACH MONTH. A list of assets available at the premise and the condition of the equipment would be prepared and signed by both ACCF's representative and service provider's representative.
- 6.7 After carrying out the inspection, the designated ACCF representative shall give a sign off on maintenance of assets by service provider and shall also give his feedback on the same if required. Contractor(s) need to maintain this record and shall submit the same to the authority.
- 6.8 All the items should be freshly prepared at vendors premises by using good quality ingredients. The contractor should make their own arrangement for all groceries, vegetables, oil, masala etc. required for preparation of food. Vendor shall prepare food at their premises and bring cooked/half cooked food to the hospital pantry then at pantry they can fry/roast/warm food before serving.
- 6.9 The vegetables should be soaked in salted water to ensure that the traces of pesticides are removed and then it should be washed thoroughly.
- 6.10 Cooking should be done with hygiene in reputed brand of refined healthy oil as approved by officer-in-charge. It should bear the 'Agmark' wherever available and with the approval of officer-in-charge. The food should not have excessive oil, spices, chilies and salt.
- 6.11 The sweet etc. being provided should not be artificially colored and should be free of silver foil etc.
- 6.12 The dining tables, chairs and floor etc. should always be kept cleaned and arranged properly.
- 6.13 The serving of food shall be as per directions of the officer-in-charge. The food should be piping hot at the time of service.
- 6.14 The kitchen including the tiles, drainages and flooring should be cleaned thoroughly on daily basis. The chopping boards, knives should be cleaned properly on daily basis. The cleaning of SS plates and the utensils should be done properly and the utensils etc. should be kept sparkling clean.
- 6.15 Special cleaning of the equipment and utensils etc. including the area may be done every week or



as and when needed or as directed by officer-in-charge.

- 6.16 All the staff should wash their hands while entering the serving area. The storage of the raw food should be done properly and at the correct temperature.
- 6.17 The food items like pickles, jams, sauces etc. should not be stored beyond the expiry dates.
- 6.18 The staff may undergo annual medical tests as prescribed by ACCF.
- 6.19 Contractor(s) need to take FSSAI License/permission & relevant statutory permissions from local authority (including Municipal corporations). Contractor(s) shall ensure proper hygiene and cleanliness. Contractor(s) should use standard groceries and good quality vegetables for cooking. ACCF authority can inspect/check quality of the food, ingredients, premises at any time on any day. Substandard quality of food/ingredient shall lead to penal action against Contractor(s) .
- 6.20 The Contractor(s) need to ensure that all the staff remains in uniform, with cap, and gloves at all times for hygiene. Uniforms shall be brought by the Service Provider at his/her own cost.
- 6.21 The staff should be well disciplined, and they should remain at their area of work. They should not loiter in the building.
- 6.22 The staff should be briefed to conserve the electricity, water and other precious resources.
- 6.23 Before employing, the contractor(s) should have character and antecedents of the employees verified by the police authorities. Any change in the employment of workers should be with prior permission from the authorized representative of management and after verification as above. Police verification in respect of employee deployed by the vendor is mandatory and will be responsibility of the vendor to obtain the same.
- 6.24 ACCF shall replace all capital assets, provided by ACCF, as per internal policy. However, if any asset provider by ACCF is damaged due to any incident due to negligence of the service provider, the damaged equipment shall be made good or replace at the cost of the service provider without affecting daily operations.
- 6.25 Electricity & Water: ACCF will provide adequate supply of potable water & electricity at points for the performance of services.

## 7 **ELIGIBILITY CRITERIA:**

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   |
|------------------------------|--|---|
| <b>1. Entity</b>             |  |   |
| 1.1                          | The Bidder must be a single entity registered under applicable laws in India. The entity must have been in business for more than 3 years as on 31.03.2022. (Consortium and/or Joint ventures are not eligible)                | Any one of the followings:<br>1. Self-attested copy of the Certificate of Incorporation<br>2. Self-attested copy of the Certificate Registration<br>3. Self-attested copy of the Partnership Deed |
| <b>2. Financial Strength</b> |  |   |
| 2.1                          | The Applicant must have achieved a minimum average annual turnover of Rs. 10 Lakhs during last three financial years (i.e, 2018-19, 2019-20 and 2020-21). The Applicant should have a positive net worth as on 31st March 2021 | Turnover Certificate by CA  |
| <b>3. Work Experience</b>    |  |   |

|  |   |   |
|--|---|---|
| 3.1                                      | <p>The Applicant should have the experience of executing similar work for at least for one project having value of Rs 10 lakh in last three financial years for Clients in any one or more of the following</p> <ul style="list-style-type: none"> <li>(a) Public Sector undertakings</li> <li>(b) Hospitals/Charitable Hospitals</li> <li>(c) Urban Local Bodies</li> <li>(d) Factories/Industrial premises</li> <li>(e) Educational institute</li> <li>(f) Central/State government offices</li> </ul>  | Self-attested copies of work Orders in support of the value of the Work executed amounting to Rs 10 lakhs or more. The bidder shall submit copy of work orders for all three years. |
| <b>4. Registration and Accreditation</b> |   |   |
| 4.1                                      | The Applicants should be registered under relevant statutes including Income Tax Act, GST Act, EPF Act, Contract Labour (Regulation and Abolition) Act, 1970, etc. and should have license of food and catering services to operate in state of Assam   | <p>Self-attested copy of: -</p> <ul style="list-style-type: none"> <li>(a) GST Registration Certificate</li> <li>(b) PAN card</li> <li>(c) FSSAI License for food</li> </ul>        |
| <b>5. Non-blacklisting or Debarment</b>  |   |   |
| 5.1                                      | The Applicant should not have been blacklisted or debarred from participating in any bidding process by ACCF or any government, UN or public sector entity that is in force as on the due date for submission of Proposal. The Applicant including its owner or partner or Management or office bearer or officials should not have been convicted by any court in last three years as on the date of submission of the Proposal for any offence relating to fraud, misrepresentation, non-performance of contractual obligations, etc. There is no vigilance/legal case pending/contemplated against us (including trustee, Management, partner or key officials, etc.) at the moment. | Declaration inline as per <b>Annexure 2</b>   |

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

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

| S. No | Technical Evaluation Parameter  | Scoring Pattern     |                     |                     |           |
|-------|---|---------------------|---------------------|---------------------|-----------|
| 1.    | <b>Experience in Similar Activity</b><br>(Maximum Marks = 15 Marks)                     | Minimum 3 years     | >3 up to 5 years    | >5 up to 7 years    | > 7 years |
|       |   | 5 Marks             | 10 Marks            | 15 Marks            | 20 Marks  |
| 2.    | <b>Average Annual Turnover for last three Financial Years</b> (Maximum Marks =15 marks) | 10 Lakh to 15 lakhs | >15 lakh to 20 lakh | >20 lakh to 25 lakh | > 25 lakh |
|       |   | 5 Marks             | 10 Marks            | 15 Marks            | 20 Marks  |
| 3.    | <b>List of similar Service Contract</b>   | 1 contract          | 1 to 3              | 3 to 5              | >5 nos    |

|    |  |         |          |          |          |
|----|--|---------|----------|----------|----------|
|    | <b>executed successfully during preceding 3 years</b> (Maximum Marks =20 marks) firm can submit multiple order having value 15 lakh or more. | 5 Marks | 10 Marks | 15 Marks | 20 Marks |
| 4. | <b>Overall Manpower Strength (Employees in the payroll for more than 1 years)</b> (Maximum Marks =20 marks) EPF proof shall be submitted     | ≥ 20    | ≥ 30     | ≥ 40     | ≥ 60     |
|    |  | 5 Marks | 10 Marks | 15 Marks | 20 Marks |
| 5  | <b>Experience in Institutions i.e., number of Clients Served in preceding three years.</b> (Maximum Marks =20 marks)                         | ≥ 1     | ≥ 2      | ≥ 3      | ≥ 4      |
|    |  | 5 Marks | 10 Marks | 15 Marks | 20 Marks |

Financial (price) proposal shall be opened after the technical evaluation is completed. Only those Applicants who score at least 60 marks in technical evaluation shall qualify for financial proposal opening. If less than 3 vendors are qualifying in this criteria for financial bid opening than ACCF reserves right to reduce the qualifying marks by 10 marks considering the credentials of the bidders.

## **8 Price Bid Evaluation**

- 8.1 The financial evaluation shall be done on the Basic price as per the BoQ which shall be due to the bidder for successful discharge of its contractual obligations excluding GST. GST shall be paid at the applicable rate only against a valid GST invoice. Site wise highest total BoQ price shall be called H1 bidder and will be preferred bidder for site wise award of contract.
- 8.2 Site wise evaluation shall be made. Site wise H1 vender shall be declared based on maximum monthly reimbursed offered by bidder. Bidder should offer maximum monthly reimbursed based on their calculation considering the maximum rates capped for selected items for selling at the canteen.
- 8.3 Conditional bids shall be liable to be rejected.
- 8.4 The representation of any Bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid. Only total price (unit rate multiplied by given factor in the bid) can be corrected and not the unit rates.
- 8.5 Evaluation of price shall be done for each location separately and accordingly “Comparative List of Bidders” (i.e. H1, H2, H3, etc.) shall be prepared
- 8.6 ACCF reserves the right to have fall back options by asking H2/H3/H4.... etc bidders to match the H1 pricing.

## **9 OTHER TERMS AND CONDITIONS:**

- 9.1 The Highest scorer tenderer would be awarded contract.
- 9.2 Security Deposit: The contractor shall pay a sum equivalent to three months’ Rent (license fee) towards security to ACCF. The Security Deposit shall be released only after one month from the date of expiry of the contract after deducting outstanding dues, if any subject to satisfactory work. ACCF reserves the right to recover any statutory dues or other dues from the Security Deposit.
- 9.3 The period of the contract will be of two years and may be extended further subject to satisfactory performance and at the sole discretion of ACCF for one year.
- 9.4 Contractor is required to start operation within 20 days from the date of award of tender.
- 9.5 The allotted licensed premises as stated in the scope of work will only be used for the purpose of providing catering services and/or for serving Beverages, Snacks & Food items. Utilization of premises other than the said purpose premises by the contractor shall amount to material breach and ACCF shall be entitled to terminate the contract for material breach by giving a notice with immediate effect.
- 9.6 The contractor shall not sublet, assign the licensed premises or part thereof at any stage to any third party including its agent, during the license period without prior written consent of ACCF. Violation of this clause shall amount to material breach of this agreement and ACCF shall be entitled to terminate the agreement with immediate effect.
- 9.7 Notwithstanding anything to the contrary contained anywhere in the agreement, ACCF may revoke/cancel/terminate the license/ this agreement in the event of any violation of any term and condition of agreement at any time without any prior notice. The security and the performance guarantee deposited by the contractor will be forfeited and the contractor shall upon such termination vacate the premises and handover the peaceful vacant possession of the premises to ACCF immediately.
- 9.8 The contractor will have the option to terminate the agreement after serving three months’ written notice to ACCF. Similarly, the ACCF may cancel / revoke /terminate the agreement/license without assigning any reason whatsoever after serving a two month written notice to the contractor.
- 9.9 Besides the financial terms mentioned earlier, the contractor shall also be liable to pay all statutory taxes including GST, or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent at that time.

- 9.10 The contractor shall ensure the maintenance of hygiene conditions and will ensure that eatable items sold / served from the premises be of requisite hygienic and quality standards and conform to the provision of the prevention of food adulteration Act and any other guidelines, regulations, standards etc. issued by concerned Government authorities from time to time. The contractor shall be solely responsible for any action/penalty imposed by relevant authorities in this regard.
- 9.11 Contractor will be solely liable for any loss and expenses due to food poisoning/contamination or for any claim arising out of or which may arise due to sale of food by the Contractor to the consumer / buyer. The Contractor undertakes to indemnify the ACCF against any claim or expenses which arise out of or may arise upon the ACCF due to running of such catering services by the Contractor.
- 9.12 The contractor will obtain necessary licenses/Certificates such as FSSAI, permission from local government authority, NCC (No Conviction Certificate) or any other license/certificates. (if required) from the respective Department of the State Govt. to provide catering services, within 30 days from the date of award of tender.
- 9.13 In case contractor does not vacate the premises after the expiry of the License period/contract period and /or earlier termination of license, a penalty of Rs.5,000/- per day may be imposed on the contractor.
- 9.14 ACCF authorized representatives shall have the right to enter and inspect the premises at any time during course of operation the license agreement.
- 9.15 The contractor shall abide by all the instructions / regulations issued by the ACCF with respect to entry and exit of the material.
- 9.16 Contractor will abide by / comply with any instructions of ACCF, Police/ Securities Agencies/Govt. Agencies issued from time to time.
- 9.17 All employees of the contractor will always be in proper uniform and shall at all times where identification badges and will carry photo identity cards while on duty. The said personnel engaged by the contractor shall be the employees of the contractor and it shall be the duty of the contractor to pay their salary every month. The personnel employed by the contractor should be polite, courteous and well behaved with the general public. In the event of any complaint against any employee of /engaged by the contractor a fine will be imposed on the contractor up to a limit of Rs.1,000/- in each case. The contractor shall replace immediately any of its personnel on account of improper conduct upon receiving written notice from ACCF.
- 9.18 In case of any incidents / quarrel / complaints occurred / thefts in the respective sites as mentioned above and relative area, then all type of FIR with the police, court cases on this account has to be dealt with by the contractor immediately with information to ACCF administration.
- 9.19 ACCF reserves the right to withdraw / temporarily suspend the specified area of the license premises due to security reasons, VIP movement, for some special event or for meeting of any other statutory obligations without any compensation to the Contractor with prior information to Contractor.
- 9.20 The Contractor shall not create sub-contract / sub license of any description with regard to the Catering contract or any part thereof, nor shall he assign or transfer the license any part thereof to any third party.
- 9.21 The contractor has a bare permission only to run catering services for beverages, snacks/food items in the premises during contract period and nothing contained in this document shall be construed as demise in law of the said ACCF premises or any part thereof and shall not give any legal title or interest to the contractor.
- 9.22 The successful contractor shall be allowed to use the space only for the purpose which the space is allotted to it and not for any other purpose whatsoever. In case premises is used for any other purpose other than the purpose indicated in this agreement license is liable to be terminated automatically and the contractor shall have to vacate premises immediately with in a period for 15 days failing which the ACCF will have the liberty to charge four times than the daily rental as damages till such time the premises vacated by the successful Tenderer.
- 9.23 The contractor or its employees will not stay back within the premises of ACCF after the closing Hours.

- 9.24 The contractor will ensure that hazardous or inflammable or any intoxicated material is not stored in premises.
- 9.25 The successful Contractor, his agent and servants shall observe, perform and comply with all the rules and regulations of the Shops and Establishment Act, Prevention of Food Adulteration Act, Public Premises (Eviction of Unauthorized Occupants) Act, Applicable Labour Laws and Municipal Laws or any provision of any statutory as applicable to the successful Tenderer including any rules regulations made by ACCF or any other Government Department and or local administration, enforcement and to the business which the successful Tenderer is to carry or the contract in which the said premises is licensed.
- 9.26 The Contractor agrees to indemnify and hold harmless the ACCF, its officers and Managements, employees and its affiliates and their respective successors and assigns. against any loss, liability, claim, damage and expense whatsoever arising out of or based upon any false representation or warranty or breach or failure by the Contractor to comply with any covenant or the terms of the agreement or from any consumer case or due to breach of any law.
- 9.27 The ACCF shall not be responsible in any way for any loss or damages by a means caused to the stock, property of the contractor as well as to its customers / visitors.
- 9.28 It shall be the responsibility of the contractor to comply with the requirement of health clauses and the contractor shall at its own cost maintain the premises in a purpose of state of cleanliness and abide by such directions as may be given by the ACCF and or such other departments as may be entrusted by the rules and regulations with the work or inspections and enforcement about the conditions of sanitation a cleanliness and hygiene. When the premises are not maintained in a reasonably clean condition by the contractor, the authorized representative of the ACCF shall have powers to get the premises cleaned at the risk and cost of the contractor and recover liquidated damages and can also take any other action including cancellation of license.
- 9.29 The Management of ACCF or person authorized by him may issue instructions to contractor for maintaining cleanliness to ensure public health including sanitation cum prevention of infectious disease and/or preventing of nuisance of insects, rodent and other source which shall be carried out by the contractor at its own cost. Failure on part of the Contractor to abide by this clause shall amount to material breach of this Agreement.
- 9.30 The contractor or its authorized agents / servants shall not without the written consent of the Management ACCF interfere with injure, destroy or render useless any items or any material or things placed in, under or upon any land or building. Contractor(s) should bear the cost of any wear & tear or damage of the equipment which is not covered in the Warranty.
- 9.31 All persons engaged by the contractor shall be its own employees and they will claim no privileges from ACCF. The contractor will be directly responsible for the administration of its employees as regard general discipline and courteous behavior.
- 9.32 The contractor will get all his workers medically examined quarterly from approved registered medical practitioner recognized by Indian Medical Council, to be free from communicable diseases.
- 9.33 The contractor, his agents and servants shall not abuse the water sources and draining facility in the premises so as to create a nuisance or in sanitary situation prejudicial to the public health.
- 9.34 The contractor shall employ only such servants above 18 years of age as shall have good character well behaved and skillful in their business, it shall also furnish to the Hospital Administration in writing the name, parentage, age, residence, specimen signature or thumb mark of workers whom it proposed to employ for the purpose of this contract before they are employed and hospital shall be at liberty to forbid the employment of any person whom it may consider unnecessary.
- 9.35 The contractor his agents / servants shall not damage the premises or any part thereof. In the event of any damage being caused to the property of ACCF intentionally otherwise by the contractor, his employees or invitees or customers, Hospital shall be entitled to repair the damage or make the requisite replacement and to call upon contractor to reimburse the cost thereof in which the contractor undertakes to pay for the same on demand. The decision of ACCF in this regard shall be final and binding.

- 9.36 In case of such breaches of terms of contract as minor offences may be clearly defined and complaints consent to the notice of the ACCF from which in the opinion of the ACCF this contract may not be terminated the ACCF will be at discretion to recover compensation / damaged from contractor up to the limit of security deposit.
- 9.37 If because of any strike force majeure event or lockout in the ACCF, contractor is unable to function or business is affected the ACCF shall not be liable for any losses, which the contractor may suffer and in such an event.
- 9.38 The ACCF will not recognize any association of Traders and in case any negotiation/ bargaining is necessary with regard to the clarification/scope of the terms and conditions of contract or modifications thereto for which negotiations should be sought by the contractor alone and no collective representation / bargaining will be entertained. The decision of ACCF in this regard shall be final and binding.
- 9.39 The provision of Public Premises (eviction of unauthorized occupants) Act 1971 and rules framed there under or any other laws, which are now in force or may comforted, shall be applicable for all matter provided in said Act.
- 9.40 It shall be the right of ACCF to change the location of Staff Canteen within the premises due to renovation or any other administrative reasons for which the contractor will have no objection. Contractor will not be allowed to make alteration / renovate the licensed premises without the specific approval of the ACCF in writing.
- 9.41 In the event of any default / failure / negligence or breach by the contractor in complying the terms and conditions of the contractor which are not minor the ACCF will be at liberty to termination of license forthwith and resume possession of the premises without payment of compensation or damage and forfeit in full or in part of amount deposited by the contractor for due performances of the license.
- 9.42 The ACCF reserves the right to accept or reject any offer without assigning any reason whatsoever.
- 9.43 The contractor will ensure clearance of all the rubbish and the waste generated at their outlet and ensure safe and quick disposal of all such material. Segregation of waste materials will also be undertaken by contractor as per local rules and regulations & pay the necessary fee to local body for waste Disposal management.
- 9.44 The contractor shall pay the monthly facility utilization fee in advance on monthly basis on or before 7th day of each English Calendar month to the ACCF. ACCF reserves the right to make deduction from the Security deposit in case of failure of the contractor to comply with any provisions of the agreement/ tender or delay in the deposition of monthly fee. Contractor shall make prompt payment of various dues towards fee and consumption of electricity etc. Any recurring delay in payment will not be tolerated and shall be treated as violation of terms. In the event the payments including the license fee and penalty are not paid by the Contractor the agreement shall be terminated at the risk and cost of tenderer and the Security Deposit shall be forfeited and no claim shall be entertained. Electricity charges shall be borne by ACCF for the first year of the contract.
- 9.45 The Tenderer must be able to demonstrate the track record of the applicant in terms of experience in successful running / managing quality outlets services. The quality of food and beverages, the type of cuisines of the items being served / sold at the existing outlets may be indicated a process being used to maintain quality, also be highlighted. Also, the details direct indirectly being operated by the applicants or their associates may be furnished.
- 9.46 Contractor will be liable for the security of its material stored and other items.
- 9.47 At any stage, even during the operation, if it is found that false information is provided in the tender document, the agreement will stand terminated with immediate effect and security and performance guarantee will be forfeited. ACCF shall be at liberty to blacklist the contractor in the event of such termination.
- 9.48 Bidder not submitting any of the required documents online will be summarily rejected. Incomplete and Conditional bids will also be summarily rejected.

- 9.49 The Successful tenderer shall be responsible for compliance of all statutory requirements and fulfilment of all the legal obligations in respect of the said contract at its costs without any claim/ reimbursement from the ACCF.
- 9.50 That ACCF reserves the right to allot the premises to any person/persons. It may be deemed proper and to reject any or all the Bids/application without assigning any, reason. The decision of ACCF in this regard shall be final and binding.
- 9.51 Place of the jurisdiction under this contract shall be Guwahati.
- 9.52 That the contractors (s) shall make use of the premises for allotted business only and in doing so the contractor shall not cause any obstruction or encroachment whatsoever in and around the area allotted. That, the contractor shall not encroach or allow encroaching in any manner upon any adjoining premises, corridor, pathway or any part of the area beyond the licensed area in any manner whatsoever. Any such encroachment shall be deemed to be breach of the contract; the ACCF shall be entitled forthwith to determine the license/ terminate the agreement with immediate effect and shall be entitled to claim damages at such rates as may be decided by the ACCF which will be final and binding on the contractor.
- 9.53 That the contractor shall not do anything in or outside the licensed premises which may create nuisance or may cause annoyance to the neighbors and or to the ACCF.
- 9.54 The signage's temporary or permanent are to be installed at spaces pre-defined by ACCF. Any violation in installation of signage's with respect to its location, size or any other factor shall be termed as breach of contract. The intending contractor(s) is free to put signage of his identity, but invariably the sign should indicate that he is a contractor and ACCF is the owner of the premises. The display board also indicates the Name & LOGO of ACCF. The Contractor shall ensure that all signage whether temporary or permanent shall be displayed only after obtaining prior written approval of ACCF administration.
- 9.55 Bidders who have been in dispute with ACCF or where any bidder has an ongoing litigation with ACCF may refrain from participating in tender. However, the final acceptance of bids of such parties shall be the discretion of ACCF.
- 9.56 Any permitted construction shall not be allowed to be removed while vacating the premises.
- 9.57 The contractor is strictly prohibited from using the premises for catering of outside parties, holding/organizing seminars, conferences, other trade promotion and trade related activities, banquets, reception, DJ, marriages or any other such activities.
- 9.58 Sale & Consumption of Liquor is NOT Permitted in ACCF premises. The activities such as Gambling, Smoking and Sale/purchase of Tobacco and Liquor Products/carbonated drinks, Wedding Ceremonies, any activities that is unlawful/ illegal or deemed unlawful under any Indian Act or legislation shall be strictly prohibited in the project facility.
- 9.59 The contractor shall have no right on the land of licensed premises.
- 9.60 The contractor shall not place or permit placement of any advertisement, notice frames pictures, decorations, pay telephones, weighing or vending machines or manual or mechanical / electrical devices or contrivance for commercial gains.
- 9.61 The successful tenderer shall be liable to pay the ACCF in respect of portion allotted to him/under his occupation, as may be assessed by the Authority/demand raised by ACCF from time to time on per Annum basis for the allotted area.
- 9.62 On site visit can be carried out by bidder for on-site technical inspection to assess the workmanship, set up etc. before submission of Tenderers if required.
- 9.63 The Tenderer should visit the site at his own cost and expenses and get acquainted with the work load involved, facilities and other details. ACCF will not be responsible for any misunderstanding developed later on
- 9.64 Income tax as applicable will be deducted at source from your payment and certificate of deduction shall be issued to you by our Accounts Department.
- 9.65 ACCF shall not pay any compensation in respect of any injury or death caused to the workers of the tenderer. It will be the sole responsibility of the tenderer under the applicable law/ rules.



- 9.66 The tenderer shall be liable to pay compensation for any loss and damage caused to the property of the ACCF or its patients by the tenderer or by his workers.
- 9.67 In the event of the tenderer failing to execute the work under contract in whole or in part an alternative arrangement will be made by the ACCF totally at the cost and risk of tenderer besides any suitable fine /penalty.
- 9.68 The tenderer should have Registration No. under the EPF Act 1952 and Registration No. under the ESI Act and must hold a labour license from the competent authority.
- 9.69 The tenderer shall not have any claim for compensation by reason of any alteration having been made in the original scope of work which shall involve any curtailment of the work as originally contemplated.
- 9.70 No person engaged or involved in this contract should disclose any matter pertaining to the Department to any third party in particular any information identified as proprietary in name that be kept strictly confidential and shall not be disclosed to any third party without written consent the original disclosing party. The Institution Campus is a "NO SMOKING ZONE & NO ALCOHOL", hence sale and use of such material is prohibited.
- 9.71 No child labour shall be deployed. The Caterer shall employ only those persons in the Canteen
- 9.72 who are found medically fit. ACCF reserves its rights to examine any of the employees for medical fitness. Expenses, if any incurred by the ACCF on medical examination of such employees, shall be borne and paid by the Caterer.
- 9.73 The Caterer shall keep the Canteen open at such timings as fixed by the ACCF management from time to time:
- 9.74 The rates to be charged by the Caterer for sale of articles of food, beverages, if any and cold drinks in the Canteen shall not exceed those set out in the Schedule hereto and the said Schedule shall be displayed at a conspicuous place in the said Canteen. The Contractor shall finalize the menu for lunch etc. in consultation with the ACCF management.
- 9.75 The articles of food, beverages and cold drinks sold or intended for sale in the Canteen shall be fresh and wholesome of their respective kind and obtained from sources approved by the ACCF management. The quality of provisions used for the preparation of food items shall be approved by the ACCF management. The Contractor shall use Govt. Whole milk for preparation of Tea, Coffee and Special Milk preparations.
- 9.76 Breakfast, Lunch, Dinner shall be billed to ACCF at concessional rates as agreed by both the parties and/or as per the price bid of this tender. If rates of the contractor found not competitive then for some special task, ACCF can take service of other vendor in the same premises for specific purposes during the validity of this contract also.

**10 ACCF MANAGEMENT SHALL HAVE THE RIGHT:**

- 10.1 To stop the sale of or to destroy any article of food or drinks sold or exposed for sale in the Canteen.
- 10.2 To stop the service rendered by the Contractor in the Canteen which is not of the requisite standard or found to be unsatisfactory on the grounds of providing poor quality food, unhygienic atmosphere management can terminate the contract by giving one month's notice.
- 10.3 ACCF management shall demand and be supplied with a sample of any article of food or drinks sold or intended for sale free of cost for inspection and analysis with written request.
- 10.4 If any inspection or in the analysis, it is proved to the satisfaction of ACCF management, whose decision shall be final, the articles of service rendered by the Caterer is not of the requisite standard, the caterer shall be liable to pay to the ACCF a sum not exceeding Rs.1000/- as may be determined by ACCF management, as liquidated damages each time.
- 10.5 The Contractor shall not bring or cook or permit drinking or cooking in the Canteen of beef or bacon, or permit the skinning of animal within the Canteen. Under any circumstances, the Contractor shall not bring and serve outside cooked food like Chapatis, Puris within the Canteen.

- 10.6 The Contractor shall abide also by the rules and regulations of rationing authorities, municipal Bye-laws, rules and regulations and also by the laws of the state in force from time to time relating to sale of articles of food.
- 10.7 Charges on account of electricity, LPG or any other media of fuel, consumed for cooking, grinding, heating etc of food shall be borne and paid by the Caterer. Electricity charges shall be borne by ACCF for the first year of the contract.
- 10.8 Only LPG will be used for cooking. No. coal or wood shall be used as fuel for cooking of food, heating of food etc.
- 10.9 The Contractor should not use plastic cups to serve any Cold Drinks, Beverages, & Food Stuffs etc.
- 10.10 Also no plastic bags will be allowed inside premises.
- 10.11 The dealings of the Contractor and his employees with the customers shall be polite. The Contractor shall while the agreement is in force, keep a complaint book in a conspicuous place in the said Canteen in which the complaints may be recorded and which shall be opened for inspection by the ACCF management, for the purpose.
- 10.12 The ACCF management shall appoint a Canteen Supervisor for the purpose of supervising the maintenance of cleanliness and the preparation of food stuff in a hygienic manner. The Canteen Supervisor shall have access at all times to the kitchen of the Canteen, or to any part of the Canteen, for inspection.
- 10.13 The Contractor shall comply with any other instructions which may be issued from time to time by the ACCF management.
- 10.14 Contractor shall be provided electricity, water, electrical fixtures, fans, refrigerators, water coolers and canteen space premises and other such items as may be considered necessary (hereinafter called "the said items of equipment") for running and maintaining the Canteen.
- The said items of equipment's shall remain the property of ACCF. During the period, the said items of equipment's are entrusted to him, the Caterer shall use them with due attention and care. The maintenance under warranty of the said items of equipment shall be the responsibility of ACCF.
  - If any of the said items of equipment is found to be damaged on account or on the part of the Contractor or any of his employees, the Contractor shall be required to pay the charge for repairing and/or replacing the same as the case may be. The replacement shall be made by the Contractor by a new item of equipment of the same quality, size and make after approval from authority.
  - If any dispute arises as to whether any of the said items of Equipment has been damaged on account of improper care and or on account of negligence on the part of the Caterer or his employees or if any dispute arises as to whether the replacement of the said item of equipment or crockery or cutlery is not of the same make, quality and size, the decision of the ACCF management in the matter shall be final and binding on the Caterer.
  - The Caterer shall reimburse the cost of the equipment referred if any of them is lost or misplaced or damaged beyond repairs is caused to it on account of lack of proper care or on account of negligence on the part of the Caterer or any of his employees.

10.15 The Bidder while quoting the rates should bear in mind that the stuff to be supplied should be of the best quality.

**11 In case of acceptance of the Tender:**

- 11.1 The tenderer will have to enter into a Contract as per the specimen copy of the Agreement/Contract attached herewith.
- 11.2 The charges quoted therein must be valid up for the duration of the Tender. Under no circumstances will the charges be revised, upwards after opening of the tender and during the first year of the contract.
- 11.3 The contractor shall pay a sum equivalent to three months' Rent (license fee) towards security to ACCF. This deposit amount shall not carry any interest, but the contractor is free to deposit Security in the form of a Bank Guarantee. The vendor will also have to enter into a formal agreement and submit indemnity bond in addition to the S.D. paid.
- 11.4 Those contractors who are awarded the above said contract:
- 11.5 Contractor Shall run the pantry for the benefit and use of the employees, students, visitors & patients.
- 11.6 It is mandatory to display both menu & price list daily in Hospital Canteen area visible to all the above mentioned visitors.
- 11.7 The Contractor should follow all the above mentioned instructions.
- 11.8 Contractor Shall take an insurance policy for an appropriate value for insurance against damage/loss due to fire accident in the canteen.
- 11.9 Contractor shall carry out the work in close co-ordination with the department. If any dispute arises in this regard the decision of the In-charge of work shall be final and binding on you.
- 11.10 A penalty of Rs.5000/- will be imposed on the Contractor for each day of unauthorized closing of canteen. If canteen remains closed for a week continuously, this agreement is liable to be cancelled and the Contractor shall be required to vacate the premises within 48 hours as per directions of Competent Authorities.
- 11.11 Rates charged for every customer should be uniform (finalized one) and the Contractor shall provide the bill to every customer. In case of excess charge found on any occasion, a fine of Rs.500/- will be charged for every excess charge.
- 11.12 The Contractor shall not sublet, transfer or assign the contract to any other party.

## **12 Compliance of Statutory Norms:**

- 12.1 The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (state). As such, the service provider shall be required to obtain requisite license from the office of the Regional Labour Commissioner (state) under the aforementioned Act.
- 12.2 The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- 12.3 The contractor shall be wholly responsible for the payment of minimum wages to his workers. As and when the minimum wage rate is changed by the Central Government, the contractor shall have to pay the revised rate to his workers as on that date.
- 12.4 The contractor shall be liable to comply with the Employees' State Insurance (ESI) Act, 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act, 1952.
- 12.5 The contractor shall be solely responsible with regard to the supervision, salary/wages, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Central Labour Commissioner under the Minimum Wages act as in force from time to time.
- 12.6 All the liabilities arising out of any provision of Labour Acts in force and enacted/ amendment from time to time during the execution of contract shall be contractor's responsibility. Any expenditure incurred by ACCF to face the situation arising out of the negligence on the part of the contractors or on the part of their laborers shall be to the contractor's accounts and recovered from the contractor's dues.

## **13 INSURANCE & INDEMNITY**

Service provider shall take Third Party Insurance for its employees for public liability arising out of food poisoning or any liability of similar nature.

Service provider hereby undertakes to indemnify and keep indemnified ACCF and its employees, agents, representatives against claims by patients and/or by any other beneficiary of the services of Service provider in connection with food poisoning and any demands, litigation, damages, penalties, costs or expenses of any kind, whatsoever, (including reasonable Attorneys' fees) and awards, decrees, order, which may arise against or be incurred by ACCF, its employees, agents, representatives.

Service provider agrees to indemnify ACCF against any loss or damage (excluding indirect, consequential damages and punitive damages ) suffered by ACCF and/or charges and expenses incurred by ACCF in relation to the obligation to be observed and performed by Service provider at the said locations of ACCF, and the said services to be rendered by them for claims by 3rd parties on account of claims demands, litigation, penalties, costs or expenses of any kind, whatsoever, (including reasonable Attorneys' fees) and awards, decrees, orders, if proven & judgment passed by court of law in favor of the claimant.

### Covering Letter

[on the letter head of the Bidder]

Kind Attention:

[location, date]

The Chief Operating Officer

Assam Cancer Care Foundation

Tender No. \_\_\_\_\_

For supply of \_\_\_\_\_

Sir,

1. Having read, carefully examined and understood the RFP document dated [●] issued by ACCF ("Client") and all annexure and other documents attached thereto, and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby submit our Technical and Financial Bid/Proposal for the following sites:
  - (i).....
  - (ii).....
  - (iii).....
  - (iv).....
2. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the RFP during the bidding process.
3. We agree that we have inspected and examined the RFP and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.
4. We 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. ACCF has the right to accept or reject any or all the bids/proposals without assigning any reason.
7. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
8. 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.
9. 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.
10. 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).
11. 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.
12. We have agreed that [\_\_\_\_\_] [Insert Authorised Signatory's name] will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Proposal, which will be binding on us.
13. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
14. If our proposal is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document.
15. 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.
16. 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.
17. We confirm that the hard copies of Key Documents being submitted by us are completely identical to the online submission, without any deviation whatsoever.
18. We have provided details, in accordance with the instructions and in the form required under the RFP.

Yours Faithfully,

[Signature and Details of the Applicant/Authorised Representative]

Name of the Authorised Signatory:

Designation:

Contact Details: Mobile:

Email:

## ANNEXURE-1: Technical Proposal Format

### Format for Technical Proposal

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

| S. No              | Particulars   | Details  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
|--------------------|---|--|---------------------------|---------------------------|-------------------------------|---------------------------|---------|--|--|--|---------|--|--|--|---------|--|--|--|
| 1                  | <b>Name &amp; Address of the Applicant:</b>   | Name:<br><br>Address:  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 2                  | <b>Constitution of the Bidder</b>   | Firm/Company/Society<br>CIN in case of<br>Company:<br>Society Registration Number:<br>Firm Registration Details:   |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 3                  | <b>Year of Establishment:</b>   | Date of Incorporation/Registration:<br>(As per the incorporation document)   |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 4                  | <b>Details of Income Tax, GST, PF and ESI Registration</b>  | PAN:<br>GST Registration Number: PF Registration Number:   |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 5                  | <b>Details of the Contract Person:</b>  | Name:<br>Designation:<br>Email:<br>Mobile:   |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 6                  | <b>Employee Details: (Employees for at least three months with the Bidder as on the due date of bid submission)</b>                               | Number of Security<br>Staff: Skilled:<br>Semi-Skilled:<br>Unskilled:<br>Number of Administrative Staff:<br>Professionals:<br>Others:   |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 7                  | <b>Turnover &amp; Profitability</b>   | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Financial Year</th> <th style="width: 15%;">Turnover Similar Activity</th> <th style="width: 15%;">Net Profit After Tax</th> <th style="width: 15%;">Net worth (End of the FY)</th> </tr> </thead> <tbody> <tr> <td>2018-19</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2019-20</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2020-21</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | Financial Year            | Turnover Similar Activity | Net Profit After Tax          | Net worth (End of the FY) | 2018-19 |  |  |  | 2019-20 |  |  |  | 2020-21 |  |  |  |
| Financial Year     | Turnover Similar Activity   | Net Profit After Tax   | Net worth (End of the FY) |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 2018-19            |   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 2019-20            |   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 2020-21            |   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 8                  | <b>List of Public Health Institutions served during last three financial years starting from 2018-19.</b>   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 9                  | <b>Number of similar service contract executed of value more than or equal to Rs 15 Lakhs in last three financial years starting from 2018-19</b> | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name of the Client</th> <th style="width: 25%;">Year</th> <th style="width: 25%;">Cumulative value of the Order</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>  | Name of the Client        | Year                      | Cumulative value of the Order |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| Name of the Client | Year  | Cumulative value of the Order  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
|                    |   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
|                    |   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 10                 | <b>The Accreditations, Awards and Achievements of the Bidder.</b>   | Awards: Certificates: Other Credentials:   |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 11                 | Address of the Head Office /Registered Office   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 12                 | Details of Branch office in Assam (Mandatory)   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 13                 | Name and contact no. of Authorized Signatory (in block letters)   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |
| 14                 | Specimen Signature of   |  |                           |                           |                               |                           |         |  |  |  |         |  |  |  |         |  |  |  |

| S. No | Particulars   | Details  |
|-------|---|--|
|       | Authorized Signatory  |  |
| 15    | Details of EMD & Processing Fee Paid (Amount, issuing bank, date and number)  | Processing Fee:<br><br>EMD:<br>(Format for EMD BG given in <b>Annexure-6</b> )   |
| 16    | Constitution of the Applicant and Incorporation Details   | Company/Firm/Society/Trust Date of Establishment & Regn. No.<br>(Furnish copy of incorporation or registration certificate/Deed) |
| 17    | Declaration   | <b>Annexure-2</b>  |
| 18    | Registration Certificate (Labour) No.   | (also Furnish Photocopy of <b>Labour registration</b> certificate)   |
| 19    | GST Registration No   | (also Furnish Photocopy of <b>GST Registration Certificate</b> )   |
| 20    | PAN no (furnish Photocopy of PAN)   | (also Furnish photocopy of PAN)  |
| 21    | P.F Registration No.  | (also furnish Photocopy of <b>P.F. Registration</b> Certificate)   |
| 22    | E.S.I. Registration No.   | (also furnish Photocopy of <b>E.S.I. Registration</b> Certificate)   |
| 23    | Power of Attorney to sign the proposal on behalf of the Applicant as per <b>Annexure-5</b>  |  |
| 24    | Average Annual Turnover certificate duly attested by a Chartered Accountant with UDIN (In the letterhead of the Chartered Accountant) to this effect with year wise break-up<br><br><b>Audited</b> Statement of Account including Balance Sheet, P & L A/c and Audit Report to be submitted for last three financial years.   | Turn over Certificate and Statement of Accounts for last three financial years as per <b>Annexure-3</b> .                        |
| 25    | The organization have to submit the Affidavit ( <b><i>On original Stamp Paper of relevant value certified by Notary</i></b> ) with the following clauses:<br><br>a) Our organization has not been blacklisted by any Government Organization<br>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.<br>c) Our organization agrees to abide by all terms & conditions of tender. | Submit the Affidavit As per <b>Annexure-2</b>  |
| 26    | Details of any incidence of premature termination of any contract in past with any government department, service provider or undertakings. (If yes)  |  |



**Table-1**

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

**Attach order copies**

## ANNEXURE-2: Declaration by the Applicant

### DECLARATION BY THE APPLICANT (AFFIDAVIT)

*(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 from the due of submission of the proposal. In case we withdraw our proposal or bid any time before its validity then our EMD shall be liable for forfeiture by the proposal Inviting Entity (i.e. ACCF).

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 from participating in tender, which is in effect for the time being.

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:

Name & Signature

Place:

Proprietor/Partner/Director/Authorised Signatory

Name of the bidder:

Address:

### ANNEXURE-3: Turnover Certificate by CA

#### Annual Turnover Certificate

(In the letterhead of the CA Firm)

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

| Sl. No                  | Financial Year | Annual turnover from similar business <sup>1</sup><br>(Rs. in lakhs) |
|-------------------------|----------------|--|
| 1                       | 2018-19        |  |
| 2                       | 2019-20        |  |
| 3                       | 2020-21        |  |
| Average Annual Turnover |                |  |

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

We also certify that M/s .....is in business of catering services and at present the net worth of the \_\_\_\_\_ is Rs \_\_\_\_\_

Date: .....

Signature of Auditor/Chartered Accountant

Place:

(with Official Seal)

FRN.:

UDIN: xxxxxxxxxxxxxx

DRAFT AGREEMENT

1. An agreement made this.....day of 2022 BETWEEN Assam Cancer Care Foundation, Guwahati (hereinafter called "**Client**") having its registered office at 3rd floor, V.K. Trade Centre, G.S. Road, Opposite Downtown Hospital, Guwahati – 781022 (hereinafter referred to as the "**ACCF**" which expression shall unless repugnant to the context thereof be deemed to mean and include its successors and assigns) of the one part AND <insert name and address of the Service provider> (hereinafter called "**the Service provider**", which expression shall, where the context so admits, be deemed to include his heirs successors executors and administrators) of the other part.
2. Whereas the Service provider has been selected by the Client through an open invitation of proposal (tender) issued vide RFP Reference No.....dated ....., and accordingly the letter of intent was issued vide Letter No.....dated ..... inviting to execute the contract.
3. And whereas the Service provider agreed to provide required services to the Client and when required, as per the provisions given in the RFP document.
4. And whereas the Service provider has deposited the performance security of Rs ..... in form of .....

NOW THESE PRESENT WITNESS AS FOLLOWS:

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

<Insert the price bid submitted by the Service provider>

9. Price & Service Charges

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

10. Payment

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

11. Liquidated Damages & Penalty

- a. As detailed in the RFP

12. Indemnity

- 12.1. Without limiting any other remedy of Contracting Entity (i.e. ACCF) in law or under the Agreement, the Service Provider shall at its own expense, defend, indemnify and hold

harmless the Contracting Entity, its directors, officers, employees, agents and customers from and against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating there of and rules made hereunder from time to time. Contracting Entity shall not owe any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time any and all loss, cost, expense, claims, proceedings, actions, demands or liability, including legal counsel fees and expenses, incurred or suffered by the Contracting Entity, at actuals ("Loss") resulting from, or arising out of or in connection with Service Provider's failure to comply with Applicable Law, the terms of the Agreements, including but not limited to:

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

- 12.2. Without limiting the indemnity contained in this Clause, if any of the persons employed or engaged by Service Provider or the Client and / or Service Receiver suffers injury, disablement (full or partial) and fatality or become ill while at Client and / or the Service Receiver's premises or on Site, on account of any action and/or inaction of Service Provider, and requires medical treatment and/or transportation, Service Provider agrees that it 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 Providers fraud, gross negligence or wilful misconduct; and (d) contravention of Laws by the Service Providers or any of its sub Service Provider(s)

#### 14. Termination of the Contract

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

#### 15. Risk Clause:

- 15.1. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of ACCF. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
- 15.2. In the event of loss/damage of equipment etc. at the premises of the health facility due to negligence/carelessness of the staff deputed by the Service provider, if established after an enquiry, then the Service provider shall compensate the loss to the Health Facility. The Service Provider or its representative/s shall meet the designated respective nodal officer or his/her representative(s) regularly to take feedback regarding the Catering Services.
  - (a) The Service Provider will also maintain a complaint/suggestion book, at every health facility (ies) where his/her staff is deployed, for comments on the Catering services.
  - (b) The Service Provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the health facility premises and shall indemnify the Client for any act negligence, commission or omission by its personnel which may result in harm to the person or property of the Client its employees, patients, visitors etc.
  - (c) The Service Provider shall not assign or sublet this Agreement or any part thereof to any third party.
  - (d) Training on behavior aspects and ethics must be done regularly. Government health facility way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
  - (e) License, if any, required for Catering Services at the site will be made available by the Service Provider (Service provider).

#### 16. Arbitration

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

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

17. Governing Law

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

**For and on behalf of Service provider**

**For and on behalf of the Client**

**Authorised Signatory**

**Authorised Signatory**

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

Date:

Date:

1. Witness

1. Witness

2. Witness

2. Witness

## ANNEXURE-5: Power of Attorney format

### 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 of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the RFP for **"SELECTION OF SERVICE PROVIDER FOR OPERATING PANTRY AND CATERING FACILITY"** including signing and submission of all documents and providing information to the Client (i.e. ACCF, Guwahati) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our RFP response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the \_\_\_ day of \_200\_

For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_(Signature)

(Name, Title and Address of the Attorney)

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

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executant(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 Bank Guarantee Format

### EMD (Bank Guarantee Format)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

To,

*The Head operations*

*Assam Cancer Care Foundation*

*Guwahati, Assam*

Whereas *(insert the name of the bidder)* (hereinafter called the “Bidder”) is submitting proposal (hereinafter called the “Bid”) for being engaged for providing catering services at different locations in Assam (against the Tender *(insert Tender Ref No...../date)* issued by Chief Operating Office, ACCF, Guwahati (hereinafter called “Company”).

Know all persons by these presents that we *(insert name of the bank)* of *(insert address of the bank)* (Hereinafter called the “Bank”) having our registered office at *(insert regd. office address of bank)* are bound unto *<insert the name and address of Company>* (hereinafter called the “Company”) in the sum of *(insert guarantee amount)* for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_ day of \_\_\_\_\_ 20\_.

We undertake to pay the Company the above amount upon receipt of its first written demand, without the Company having to substantiate its demand.

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at.....\* (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 our

.....\* branch a written claim or demand and received by us at our ..... \* branch on or before Dt..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

***Signature of the Authorised Officer of the Bank) Name  
and Designation of the Officer***

***Seal, name & Address of the Bank and the Branch***

## ANNEXURE-7: Performance 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 M/s \_\_\_\_\_ [insert: Name & Address of firm] (hereinafter called "the Service provider") has been awarded the tender No: \_\_\_\_\_ dated: \_\_\_\_\_ [insert: Tender no & Date] and invited for entering in to the contract by Assam Cancer Care Foundation (ACCF), Guwahati (hereinafter called "the Company") for Catering Services at hospitals 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 Service provider, 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]\* upon receipt by us of your first demand in writing, 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 Service provider 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 Service provider 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 at ..... \*\* (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 our ..... branch

a written claim or demand and received by us at our

..... branch on or before Dt ..... otherwise bank shall be discharged of all liabilities

under this guarantee thereafter.

\_\_\_\_\_ [signature(s)]

**Signature of the Authorised Officer of the Bank)**

**Name and Designation of the Officer**

**Seal, name & Address of the Bank and the Branch**

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

### ANNEXURE-8: Financial Proposal Format

| S. N.  | MENU TIME                | Description of the Items   | Qty/frequency | Time               | Rate for Other Than ACCF Staff Rs.                     | Rate for ACCF Staff Rs.                     |
|--|--------------------------|--|---------------|--------------------|--|---|
| A.   | To be billed to customer | OTHER THEN INPATIENT/Retail MENU   |               |                    |  |   |
|  |                          | Minimum retail items shall be made available. Vendor can charge maximum rate as mentioned However for business opportunities vendor can charge lesser than this rate. This can be revised after 1 year in ref to market rates.   |               | serving time       | Max retail price allowed for Other Than ACCF Staff Rs. | Max retail price allowed for ACCF Staff Rs. |
| 1  | Mandatory retail items   | Tea (60 ml)  |               | 8:00 AM to 9:00 PM | 10   | 5   |
| 1  | Mandatory retail items   | Coffee (60 ml)   |               | 8:00 AM to 9:00 PM | 15   | 10  |
| 2  | Mandatory retail items   | Samosa 2 pc  |               | 8:00 AM to 9:00 PM | 15   | 10  |
| 3  | Mandatory retail items   | Kachori  |               | 8:00 AM to 9:00 PM | 15   | 10  |
| 4  | Mandatory retail items   | Bread Butter/Jam   |               | 8:00 AM to 9:00 PM | 20   | 15  |
| 5  | Mandatory retail items   | Milk (150 ml)  |               | 8:00 AM to 9:00 PM | 15   | 10  |
| 6  | Mandatory retail items   | Boiled Egg 2 pc  |               | 8:00 AM to 9:00 PM | 20   | 15  |
| 7  | Mandatory retail items   | Omlet 2 eggs   |               | 8:00 AM to 9:00 PM | 30   | 25  |
| 12   | Mandatory retail items   | water bottle, Curd, Packet Lassi, cold drink, Butter milk, sweet, chips & other namkin packets etc   |               | 8:00 AM to 9:00 PM | on MRP   | on MRP                                      |
| 13   | Mandatory retail items   | LUNCH VEGETARIAN: Plain rice (each 200 gms), 3 chappatis/rice (min 100 gms), 1 Bhaji / pulses, 1 seasonal veg, 1 Dal (150 gms), pickle, papad, 1 piece of lemon & Onion  |               | 11:30 to 2:30      | 80   | 60  |
| 14   | Mandatory retail items   | LUNCH NON-VEGETARIAN: Plain rice (each 200 gms) / 3 chappatis/rice (min 100 gms), 1 seasonal Veg, 1 Dal (100 gms), pickle, papad, 1 piece of lemon & Onion, 3 pcs. of meat (100 gms) or mutton curry or fish curry or egg curry or kheema etc., prepared on rotational basis.  |               | 11:30 to 2:30      | 120  | 90  |
| 15   | Mandatory retail items   | DINNER VEGETARIAN: Plain rice (each 200 gms), 3 chappatis/rice (min 100 gms), 1 Bhaji / pulses, 1 seasonal veg, 1 Dal (150 gms), pickle, papad, 1 piece of lemon & Onion   |               | 7:00 to 9:00 PM    | 80   | 60  |
| 16   | Mandatory retail items   | DINNER NON-VEGETARIAN: Plain rice (each 200 gms) / 3 chappatis/rice (min 100 gms), 1 seasonal Veg, 1 Dal (100 gms), pickle, papad, 1 piece of lemon & Onion, 3 pcs. of meat (100 gms) or mutton curry or fish curry or egg curry or kheema etc., prepared on rotational basis. |               | 7:00 to 9:00 PM    | 120  | 90  |
| 17   | Mandatory retail items   | Salad  |               | 7:00 to 9:00 PM    |  |   |
| <b>Note:</b> Vendor can serve above meal via fix plate or buffet system as per vendors convenience.  |                          |  |               |                    |  |   |
| In addition to above vendor can serve chicken fried rice, egg fried rice, salad, sandwich, north Indian, south Indian food, noodles etc as per the business opportunity at the prevailing market rate in the city. |                          |  |               |                    |  |   |
| Water shall be provided at free of cost to the vendor  |                          |  |               |                    |  |   |
| <b>B. MONTHLY Facility utilisation</b>   |                          |  |               |                    |  |   |
| Sl   | Frequency                | Item Description   | Unit          |                    | Basic amount   | Applicable GST %                            |
| 1  | Monthly                  | Facility utilisation reimbursement per month for first year<br>i. Minimum Reserve Price<br>for 1st year Rs 10000   | Monthly       |                    |  |   |
| 1  | Monthly                  | Facility utilisation reimbursement per month for second year<br>i. Minimum Reserve Price<br>for 2nd year Rs 15000  | Monthly       |                    |  |   |
|  |                          | <b>Average Facility utilisation reimbursement per month</b>  |               |                    | -  |   |
| <b>Note:</b> H-1 shall be decided on the Highest monthly facility utilization rates.   |                          |  |               |                    |  |   |

**Note: To be enclosed with Financial Bid only. Financial Bid is provided separately from this document. (Financial Bid Format) (attachseparately for all locations, if required)**

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

Signature of Authorised Person

Date:

Full Name:

Place:

Bidders Seal:

## ANNEXURE-9: Manpower (Staff)

### STAFF DETAILS

Name of the Applicant:

RFP Ref No.:

| Sr. No. | Name | Employee Code | Date of Joining | Qualification | ESI No. | PF No. | Experience in similar Service (Years) |
|---------|------|---------------|-----------------|---------------|---------|--------|---------------------------------------|
|         |      |               |                 |               |         |        |                                       |
|         |      |               |                 |               |         |        |                                       |
|         |      |               |                 |               |         |        |                                       |
|         |      |               |                 |               |         |        |                                       |
|         |      |               |                 |               |         |        |                                       |

#### Note:

The name of only those employees shall be included in the above list who are working with the bidders for more than 1 years as on the due date of submission of proposal

**Signature of Applicant**

**Name and designation of signatory with seal**

Date:

Place:

N.B: The above details, duly signed and sealed by the authorised signatory of the company, should be enclosed along with technical bid.