



REQUEST FOR PROPOSAL FOR SECURITY SERVICES

FOR HIRING SECURITY SERVICE PROVIDER

RFP Reference No -ACCF/Security/21-22/32 Dated: 08/12/2021

Issued by:

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

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1. NOTICE INVITING PROPOSAL

Notice Inviting Proposal (NATIONAL COMPETITIVE BIDDING)

RFP Reference No -ACCF/Security/21-22/32

Online proposals are invited by the under signed from eligible parties (Security Service providers) vide this RFP to shortlist and engage the most suitable of them for a period of 36 (Thirty-Six) months to provide security services with required skill, education and experience, as and when required by the Company.

Calendar of RFP Events & Key Information:

Date of issue of the RFP	8 th December 2021
Pre-Bid Meeting	13 th Dec. 2021 at 14:30 Hrs at ACCF Office/ MS Teams ID will be published in ACCF Website www.assamcancercarefoundation.org
Last date and time of Proposal submission (Online)	03 rd January 2022 till 1500 Hrs
Last date and Time for submission of hard copies of key documents.	03 rd January 2022 till 1600 Hrs
Date & Time for opening of technical proposal	After 2 hrs from last date and time of bid submission.
Date & Time for opening of financial proposal	To be notified once the technical proposal evaluation is complete.
Address for Communication	ASSAM CANCER CARE FOUNDATION 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91-9998515371, E: procurement@accf.in W: www.assamcancercarefoundation.org
RFP document and bid Processing Fee (non-refundable)	Rs 2,000/- (Rupees Two Thousand) only in the form of Demand Draft/NEFT/RTGS drawn in favour of “Assam Cancer Care Foundation” (Account No. 37754113832, IFSC: SBIN0003030)
Bid Security/EMD	Rs 3,00,000 (Rupees Three Lakhs) only. To be furnished along with the proposal towards bid security drawn in favour of “Assam Cancer Care Foundation” in the form of Bank Guarantee/Fixed Deposit Receipt (lien marked)/

	Online Transfer (NEFT/FTGS)/Demand Draft, issued by any scheduled commercial bank under RBI, having branch in Guwahati. (Account No. 37754113832, IFSC: SBIN0003030)
Contract Period	The shortlisted service provider(s) shall be engaged for a period of 3 years- if found suitable.

Note:

- (i) The above timelines are indicative, and ACCF reserves the right to change the timelines as per the requirement.
- (ii) In the event of any of the above-mentioned dates being declared as a holiday for the Proposal Inviting Entity then the event or activity shall be postponed to the next working day at the appointed time
- (iii) All applicants must furnish Bid Security and Processing Fee of the amount and in the manner as asked for. Proposal without Bid Security & processing Fee shall be liable for rejection summarily.

s/d

Assam Cancer Care Foundation
Guwahati, Assam

2. DISCLAIMER

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

- 2.8. This RFP and the information contained herein are to be used only by the person to whom it is issued and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this RFP, the confidentiality obligations under this RFP or subsequent tender or contract shall continue to be binding on and adhered to by the Applicant.
- 2.9. The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
- 2.10. Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 2.11. The issue of this RFP does not imply that the client is bound to select an applicant or to appoint the selected applicant, as the case may be, and client reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

3. ELIGIBILITY CRITERIA:

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

S.No.	Eligibility Criteria	Documentary Evidence Required
1. Entity		
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 5 years as on 1.09.2021. (Consortium and/or Joint ventures are not eligible)	Any one of the followings: 1. Self-attested copy of the Certificate of Incorporation 2. Self-attested copy of the Certificate Registration 3. Self-attested copy of the Partnership Deed
2. Financial Strength		
2.1	The Applicant must have achieved a minimum average annual turnover of Rs. 3 crores during last three financial years (i.e, 2018-19, 2019-20 and 2020-21 (Unaudited for 20-21 is acceptable)	1. Self-attested copy of the Audited Statement of Accounts 2. Audited Balance sheet of last three years with details of annual turnover, profit/loss account etc. 3. Turnover Certificate by CA (original)
2.2	The Applicant should have a positive net worth of Rs 50 lacs as on 31st March 2020	1. Self-attested copy of the Audited Statement of Accounts

		2. Audited Balance sheet of last three years with details of annual turnover, profit/loss account etc. 3. Turnover Certificate by CA (original)
3. Work Experience		
3.1	The Applicant should have the experience of executing similar work for at least last three financial years for Clients in any one or more of the following (a) Public Sector undertakings (b) Hospitals (c) Malls (d) Urban Local Bodies (e) Central/State government offices	Self-attested copies of work Orders and Client's Satisfactory Certificates in support of this experience.
3.2	The Applicant should have executed at least one single order of similar work (or annual cumulative) of more than or equal to Rs. 50 lacs in each of the last three financial years (i.e., 2017-18, 2018-19 and 2019-20), for security service.	Self-attested copies of work Orders and Client's Satisfactory Certificates in support of the value of the Work executed amounting to Rs 50 lacs or more. The bidder shall submit client satisfactory certificates issued from client along with copy of work orders for all three years.
3.3	The Applicant should have experience of providing similar services of value not less than Rs 2.00 Cr(cumulative) in last three financial years.	Self-attested copies of work Orders and Client's Satisfactory Certificates in support of this experience. The Applicant also needs to Submit the list of Current Clients being served along with Order Value.
4. Registration and Accreditation		
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 Security Services to operate in state of Assam	Self-attested copy of: - (a) GST Registration Certificate (b) EPF Registration Certificate. (c) PAN card (d) ESI Registration certificate copy. with last payment details (e) Registration certificate under Contract Labour (R & A) Act 1970

		(f) License of Security Services to operate in Assam
4.2	The Applicant should have the required Quality Certification with respect to the service or the organization.	
5. Non-blacklisting or Debarment		
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.	Declaration inline as per Annexure 2
5.2	The Applicant including its owner or partner or director 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.	Declaration inline as per Annexure 2
5.3	There is no vigilance/legal case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.	Declaration inline as per Annexure 2

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

4. INSTRUCTION TO THE BIDDER

4.1. Signing and Submission of the Proposal:

- 4.1.1 The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e. <https://assamtenders.gov.in>) within due date of submission.
- 4.1.2. All documents including duly filled up forms, formats, instruments and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorised to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.
- 4.1.3. Proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initialed by the person or persons authorised to sign.
- 4.1.4. Proposals shall be digitally signed as per Class 3 digital certificate by a person or persons duly authorized to sign on behalf of the Applicant for online submission.

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

- (a) EMD (Bid Security) and Tender Fee (To be paid in portal)
- (b) Declaration as per **Annexure-2**
- (c) Original Power of Attorney Document or certified copy of the Board Resolution (in case of Company) authorizing the Signatory.

4.1.6. 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
Chief Operating Officer,
ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road,
Opp. Down Town Hospital,
Guwahati-781022, Assam.

4.1.7 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.

4.1.8 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.

4.1.9 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

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

4.1.11 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.

4.1.12 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.

4.1.13. 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 tenderto 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.

4.1.14. 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.

4.1.15. 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.

4.1.16. Resubmission

Bidder can resubmit their 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.

4.1.17. Help Desk

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

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

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

(Language: Assamese/Bengali/Hindi/English)

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

International Bidders are requested to prefix 91 as country code.

(Language: Hindi/English)

e-Procurement Project Manager : 6901 007390

4.2 Content of Technical Proposal

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

4.3. Content of the Financial (Price) Proposal

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

4.4 Evaluation of the Proposal

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

S. No	Technical Evaluation Parameter	Scoring Pattern			
1.	Experience in Similar Activity (Maximum Marks = 15 Marks)	Minimum 5 years	>5 up to 7 years	>7 up to 9 years	> 9 years
		5 Marks	8 Marks	12 Marks	15 Marks
2.	Average Annual Turnover for last three Financial Years (Maximum Marks =15 marks)	3 crores to 5 Crore	>5 crores to 8 Crore	>8 Crore to 10 Crores	> 10 Crores
		5 Marks	8 Marks	12 Marks	15 Marks
3.	List of similar Service Contract executed successfully during preceding 3 years of value not less than Rs 50 lakh per Contract (Maximum Marks =20 marks) firm can submit multiple order having value 1 Cr or more.	50 lakh to 1 Cr	1 Cr to 3 Cr	3 Cr to 5 Cr	>5 Cr
		5 Marks	10 Marks	15 Marks	20 Marks
4.	Overall Manpower Strength (Employees in the payroll for more than 1 years) (Maximum Marks =20 marks) EPF Challan copy of Sept and oct shall be provided.	≥ 100	≥ 200	≥ 300	≥ 400
		5 Marks	10 Marks	15 Marks	20 Marks
5	Experience in Public Health Institutions i.e., number of Clients Served in preceding three years. (Maximum Marks =15 marks)	≥ 3	≥ 5	≥ 7	≥ 10
		5 Marks	7 Marks	10 Marks	15 Marks
6	Approach and Methodology (Maximum 15 marks)* *Evaluation will be done by external panel of experts from forces/police or as nominated by TIA.	(a) Over all methodologies and approach proposed for the implementation. The escalation matrix of the organization. Proposed Performance Monitoring and Quality Assurance Mechanism (including SoPs, MIS and Reporting Mechanism) (5 Marks) (b) Proposed Security service Planning (including details of key personnel proposed). (5 Marks). The Entire deployment schedule needs to be shared (c) Training frequency, method of training Complaint Redressal System (5 Marks)			

- 4.4.5 Financial (price) proposal shall be opened after the technical evaluation is completed. Only those Applicants who score at least 70 marks in technical evaluation shall qualify for financial proposal opening. The Applicant with total lowest quote (price offer) of total monthly rates (of all roles) shall be declared as most preferred applicant and invited for signing the contract for providing the required service. If L1 bidder is rejected on any ground after opening of Financial Bid then L2 bidder shall be considered for award of Contract. If lowest quote found not as per the requirement of statutory requirement like minimum wages act or any other applicable statutory act(s) than that bid may be rejected and reranking of the financial bid shall be done after removing non-compliant bidders (at the stage of Financials) for the technically qualified bidders. At stage of bid evaluation (even after financial bid opening and declaring L1 bidder), it was found that Bidders'

quoted rate are not in compliance to the minimum wages, Bonus act, gratuity act and any other applicable statutory requirements than that bidder's financial bid shall be rejected. After rejection of the non-complaint price bid, price comparison shall be done again to decide L1.

- 4.4.6 However, in case two or more technically qualified bidders quote the same lowest price (L1 price), and then the firm with **higher score** in the technical evaluation shall be awarded the contract. However, if two or more applicants quote the identical lowest price and their technical scores are also become equal, then in that case the bidder having the higher annual average turnover shall be awarded the contract.
- 4.4.7 ACCF reserves the right to reduce the minimum qualifying score of 70(Seventy) marks up to 60 (sixty) marks in case a minimum of three Applicants fail to secure minimum qualifying marks i.e., 70 Marks.
- 4.4.8. The Proposal Inviting Entity (i.e., ACCF) reserves the right to seek clarification on the bids submitted and can ask for additional information/documentary evidence or clarification. Bids can be rejected for noncompliance of one or any term of RFP. Bidder shall be solely responsible for any error made in Technical or Financial bids.
- 4.4.9 Any effort by an Applicant to influence Client's processing of Proposals or award decision may result in the rejection of its Proposal.
- 4.4.10 Only single vendor will be selected for all ACCF sites for better control, coordination and to maintain similarity.
- 4.4.11 As a fall back option, ACCF reserves the right to call L2/L3/L4...bidders (L2 being the priority for matching the rates) to match the qualified/selected L1 rates. Such bidders shall be called Matched L1 bidder(s). Matched L1 rates bidder may be called to provide the services in case selected qualified L1 bidder fail to perform.

4.5. EMD & Performance Security

- 4.5.1. The Applicant along with the Technical Proposal shall submit an Earnest Money Deposit (EMD) as mentioned in RFP, refundable without interest in the form of Bank Guarantee/Fixed Deposit Receipt (lien marked)/ Online Transfer (NEFT/FTGS)/Demand Draft, issued by any scheduled commercial bank under RBI, having branch in Guwahati, drawn in favour of "Assam Cancer Care Foundation" (**Account No. 37754113832, IFSC: SBIN0003030**). Format of Bank Guarantee for EMD is given in **Annexure-6. Tender fee and bid processing fees are non-refundable to be paid in tender portal if applicable.**
- 4.5.2 Non-submission of Tender Fee and EMD of required amount and manner shall render the proposal liable for rejection.

4.5.3. EMD of unsuccessful applicants shall be returned to them without any interest within 30 days of signing the agreement with the successful applicant. EMD of successful bidder shall be returned upon submission of required Performance Security. EMD can be adjusted with Performance Security amount.

4.5.4. The EMD of the successful applicant shall be forfeited in following circumstances:

- a) Fails to submit the performance security of required value maximum within 21 days of Letter of Intimation and sign the agreement.
- b) Withdraws the proposal within validity period.
- c) Provides false and misleading information in the proposal

4.5.5 Successful applicant has to submit performance Security for an amount equivalent to 5 % (Five p.c.) of the total annual value of the contract including GST, if any within 15 days of issue of "Letter of Intent" by the Client intimating its intention to enter into the contract. Format of Bank Guarantee for Performance Security is given in **Annexure-7**.

4.5.6. The successful applicant, within 15 days of receipt of the "Letter of Intent" has to submit with the Contracting Entity (I.e. ACCF) required performance security along with the agreement (as per Annexure-4) duly typed and signed on a stamp paper of value Rs. 100/-. The Service provider has to prepare two sets of agreement one for itself and other for the Client.

4.5.7. The performance security submitted by the service provider shall be release within 60 days of successful completion of the contract period or extension thereof, if any. In case of premature termination of the contract by the Client without any fault/non-performance, whatsoever, in the part of the Client, then also the performance security shall be released within 60 days of such termination.

4.5.8. In case of breach of any contractual terms and conditions, the Performance Security Deposit of the service provider shall be liable to be forfeited besides legal and other recourses available with the Client including annulment of the Contract.

5. SCOPE OF SERVICES

5.1 SCOPE OF WORK OF THE SECURITY SERVICE PROVIDER

5.1.1 The Service Provider will provide the security services in the Hospitals at ACCF hospitals.

5.1.2 The Service Provider shall ensure protection of the patients, personnel & property, including documents in all forms, of the hospital, prevent trespass with / without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and antisocial elements, unauthorized persons and vehicle (including LMV & Ambulance) into the campus of the Hospital.

5.1.3 Handling of keys of all the gates- doors, Fire and safety assistance, Lost & Found, CCTV Management, Material In & Out, Gate Pass, Staff Frisking, Patient Safety, Meet, Greet & Assistance, Visitor Management, Liaise with Police, etc.

5.2 DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

- 5.2.1 The Security Service Provider will be responsible for overall security arrangements of the Hospital covered in the contract. Accordingly, the Security staff will be adequately trained and behave and act in the desired manner.
- 5.2.2 Security Service Provider will ensure that all the instructions of the administration issued from time to time are strictly followed and there is no lapse of any kind. The instructions will be regularly given to the security staff.
- 5.2.3 No item is allowed to be taken out without proper Gate Pass issued by the competent officers authorized by the Hospital Administration for in and out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be obtained by the Security Personnel and kept at the 'Guard room' or a suitable place.
- 5.2.4 Deployment of Guards / Security Supervisors will be as per the instructions of the authorities of the Hospital from time to time and the security Service Provider will be responsible for their optimum utilization.
- 5.2.5 Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced / enhanced.
- 5.2.6 The Security Supervisor / Guard will also take rounds of all the important and sensitive points of the premises as specified by the Hospital and check / block the access to the premises of loitering / unlawful persons and vagabonds.
- 5.2.7 Security personnel shall also ensure door keeping duties.
- 5.2.8 The Guards on duty will also take care of vehicles, scooters / motorcycles / bicycles parked in the parking sites located within the premises of the Hospital and ensure their safety and security.
- 5.2.9 To keep the record of incoming vehicles like registration Number, time of entry / exit and purpose of visit of all visitors to hospital. Entry of the stray dogs and stray cattle into the premises is to be prevented. Any laxity in this regard shall invite penalty of Rs. 100/- on occurrence of each event.
- 5.2.10 The Guards on patrol duty will take care of all the water taps, valves, water hydrants etc. installed all over the premises. They will switch off all the electric points in the area not in active use.
- 5.2.11 It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
- 5.2.12 The Security Guards / Supervisors will be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities. Supervisor shall also work as a fire officer.
- 5.2.13 In emergent situations, security staff / supervisor / Assistant Security Officer deployed shall also participate as per their role defined in the disaster plan, if any, of the Hospital. Security personnel should be sensitized for their role in such situations.

- 5.2.14 The Security Supervisor / Guards are required to display mature behavior, especially towards female staff, female visitors, patients and the elderly. The Security Supervisor / Guards are required to attend to distinguished visitors, VIPs and officers.
- 5.2.15 The Security Guard on duty shall not leave the premises until reliever reports for duty.
- 5.2.16 All Security staff will keep a strict vigil on suspicious looking persons / objects and take immediate action as deemed suitable.
- 5.2.17 They will be required to man the explosive detective device / metal detector etc at the main gate. They are also required to conduct search of vehicles and even body search as per exigency and requirement of the hospital.
- 5.2.18 The Security Service provider shall ensure that the security staffs engaged shall not consume alcohol; nor will they be allowed to chew pan, tobacco items etc. during duty hours. Security guard shall also ensure that visitors or staff also do not consume these items in the hospital campus. Service provider shall also ensure that entry shall be restricted for alcoholic person. Security personnel shall enforce tobacco and alcohol free environment in the hospital campus. Any other duties / responsibilities assigned by the Hospital Administration may be incorporated in the agreement. The same shall also be binding on the Service Provider.
- 5.2.19 Controlling the In Patients/visitors to Hospital.
- 5.2.20 Evacuation of occupants in case of the fire or natural calamities.
- 5.2.21 The Service Provider staff shall work on duty, and they will be deployed in Two/three shifts i.e. The guard of the previous shift will submit the attendance of the incoming guard within 15 minutes of the commencement of the shift to the caretaker on duty for verification.
- 5.2.22 The Service Provider shall provide proper uniform, whistle, baton for the day shift workers and five cell Torch Light and 5 ft. long stick for staff on night duty. Umbrellas, rain-coats, warm clothing will be provided by the Service Provider as necessary.
- 5.2.23 The Service Provider shall be fully responsible for the performance and fitness on their duty of their personnel (Guards). For this, the Service Provider will have to keep close liaison with the Hospital authorities, Caretaker and Officer in-charge.
- 5.2.24 The Service Provider shall have to maintain a round-the-clock Control Room with Telephone Number, Mobile Numbers, names of persons manning the Control room in their office for any urgent communication regarding any extra-ordinary situation.
- 5.2.25 The Service Provider shall conduct surprise Night Patrolling at all the projects /hospital sites and shall submit written report to the MS/Authorized Personnel periodically at least once a month at every location.
- 5.2.26 The Service Provider shall provide their own communication system to their staff for the coordination with Officers/officials of the Hospital.
- 5.2.27 The Service Provider shall undertake any other work of similar nature assigned to them by the Hospital authority from time to time.
- 5.2.28 The security personnel shall ensure that there are no unidentified /unclaimed /suspicious objects/Persons in the buildings/premises.

- 5.2.29 The security personnel shall also ensure that all the electrical equipment/instruments/ lights and fans must be switched off at the time of closure of the office or part of the office.
- 5.2.30 The security guards must be deployed in such a way that no part of the building /Premises remains unobserved /unattended.
- 5.2.31 The security personnel should not leave the point unless and until the reliever comes for shift duties.
- 5.2.32 The security supervisor will maintain all the registers, which are kept at the main gate and other points.
- 5.2.33 The guards will check people on entry/exit based on production identity cards system, issue of passes, etc., and maintain visitors' records.
- 5.2.34 Collecting intelligence about anti-social and other subversive elements in the crowd, and also be alert in tackling the mischief – mongers trying to gain entry into the campus.
- 5.2.35 The security personnel must have the telephone numbers of the nearest Police Station, Fire Station, Ambulance, etc. for the sake of emergency, if any.
- 5.2.36 The Service Provider shall have to provide the Mobile Phone Numbers. of all the security guards for records.
- 5.2.37 Any other duties and responsibility as assigned by the head of the premises.

5.3 General Responsibilities of the Agency (Service Provider)

- a) Maintain proper record of services deployed/ engaged in connection with the work at the premises of the Health Facility.
- b) Maintaining records of the following:
 - a) Record of deployed employees
 - b) Ward/unit wise duty roster of employees.
 - c) copy of contract agreement at each health facility
 - d) Vaccination record including Covid 19 vaccine of the staff.
 - e) Complaint book
 - f) RGP/NRGP Register
 - g) Gate Pass Register
- c) Ensure compliance of following requirements with respect to personal engagement, conduct and discipline:
 - (a) Hospitable and polite behavior with patients and hospital staff.
 - (b) TT & HBV & Covid19 Vaccination along with Chest X Ray, Blood Test and Vaccination - particularly Hepatitis B etc of all staff needs to be done
 - (c) Medical Examination of all deployed staff has to be repeated every year.
 - (d) Disciplinary action against staff in case of misconduct & Police Verification is mandatory before appointing at site
 - (e) Female Guards Required as per Client requirement only.
 - (f) Immediate replacement of on-leave staff.

(g) Rotation of staff, if required

5.4 personal Engagement Process:

- 5.4.1 Management reserves the right to reject the candidate deputed by the service provider, in that case the Service provider shall send replacement of that candidate.
- 5.4.2 ACCF reserves the right to increase or decrease the no. of security services at any time during the contract period.

5.5. Tenure of Engagement

- 5.5.1. Contract shall be valid for three (3) years period from the date of entering into the contract, however, contract shall be extended every year based on satisfactory performance of the Service provider.
- 5.5.2 Security services shall be initially for a period of 12 months and which shall be subject to renewal annually (subject to Contract period with the Service provider) unless a shorter duration is specifically mentioned by the Client.
- 5.5.3. The Client reserves the right to remove any of the security personal engaged through the Service provider forthwith, in case it is found that they are engaged in illegal, unethical and corrupt practice. In such situation the Service provider has the responsibility to replace the personal forthwith, to ensure smooth continuance of the work.
- 5.5.4. Any additional requirement of Security services will also be taken at the quoted rates only till the validity of the contract.

5.6. Details of Security services required:

5.6.1 For L2 locations i.e. Barpeta, Dibrugarh, Silchar, Diphu

Deployment	Nos.	Required
Team Leader	1	24 Hrs.
Munshi/Record Keeper/Control room	1	24 Hrs.
Main Gate - Traffic & Parking Mgt.	1	24 Hrs.
Main Gate	1	12 Hrs
Hospital Entry - Meet & Greet and Assistance, Non - Visiting Gate	1 - Male	12 Hrs.
	1 - Female	
Time Office	1	24 Hrs.
OPD & Diagnostics	1	12 Hrs.
Radiation therapy entrance	1	12 Hrs.
Entry to IPD	1 - Male	24 Hrs.
	1 - Female	
Administration Office	1 - Male	12 Hrs.
ICU/HDU	1	24 Hrs
Chemo	1	12 Hrs
OT	1	12 Hrs
Emergency	1 – Male/Female	24 Hrs.

5.6.2 For L3 locations i.e. Tezpur, Kokrajhar, Lakhimpur, Jorhat, Darrang,

Deployment	Nos.	Required
Team Leader	1	12 Hrs.
Munshi/Record Keeper/Control room	1	12 Hrs.
Main Gate - Traffic & Parking Mgt.	1	24 Hrs.
Hospital Entry - Meet & Greet and Assistance, Non - Visiting Gate	1 - Male	24 Hrs.
	1 - Female	12 Hrs.
Time Office	1	12 Hrs.
Administration Office	1	12 Hrs.
Entry to day care ward & Diagnostics	1 - Male	12 Hrs.
	1 - Female	
OPD	1 - Male	12 Hrs.
	1 - Female	
Radiation therapy entrance	1 - Male	12 Hrs.

6. CONDITIONS TO THE CONTRACT

6.1 General Issues

- 6.1.1 The service agreement with the service provider shall be for a period of total three years from the date of signing of the contract except in case of premature termination of the contract on the ground of non-performance, inadequate performance or otherwise.
- 6.1.2. The ACCF may extend the contract period for a maximum period of another one year beyond the original contract period of three years subject to the consent of the Service provider with similar terms and conditions except some minor modification, if required, without any cost implication.
- 6.1.3 The Service provider (i.e. Agency) shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any third party agency.
- 6.1.4. The Service provider will be abided by the details furnished by it along with the proposal or at a subsequent stage. In case, any of such documents furnished or declaration made by the Service provider is found to be false at a later stage, it would be deemed to be a breach of contract making it liable for legal action besides termination of the contract and forfeiture of performance security.
- 6.1.5. ACCF reserves the right to terminate the Contract at any time before its expiry (premature termination) if the service is found to be unsatisfactory.
- 6.1.6. The persons deployed by the Service provider shall report in the place of work on time during all working days. In case, the personnel deployed remains absent on a particular day or report late in the office then proportionate deduction from the remuneration will be made.
- 6.1.7. The Service provider shall nominate a Coordinator who shall be responsible for immediate interaction with the Hospital Authority so that optimal services of the persons deployed could be availed without any disruption.
- 6.1.8. The entire financial liability in respect of security personal deployed in different locations shall be that of the Service provider and ACCF will in no way be liable. It will be the responsibility of the Service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by ACCF.
- 6.1.9. For intents and purposes, the Service provider shall be the “Employer” within the meaning of different Rules and Acts in respect of personal so deployed. The persons deployed by the Service provider shall not have any claim whatsoever like employer and employee relationship against ACCF.

- 6.1.10. The Service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to personal deployed. ACCF, in no way, is responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Service provider, the deployed person can place their grievance before designated official of ACCF.
- 6.1.11. The Client (ACCF) shall not be responsible for any financial loss or any injury to any person deployed by the Service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 6.1.12. The persons deployed by the Service provider shall not claim nor shall be entitled to any payment from ACCF including pay, perks and other facilities as admissible to regular / confirmed employees during the currency or after expiry of the contract.
- 6.1.13. In case of termination of the Contract on its expiry or otherwise, the persons deployed by the Service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 6.1.14. The persons deployed shall not claim any benefit or compensation or absorption or regularization of position with ACCF under any circumstances. Undertaking from the person deployed to this effect shall be required to be submitted by the Service provider prior to the deployment.
- 6.1.15. The Service provider shall comply with all the legal requirements for obtaining license under Contract Labour (Regulations and Abolition) Act, 1970, if any, at his own part and cost.
- 6.1.16. The Service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service provider. The Service provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- 6.1.17. The persons deployed by the Service provider should have good police records and no criminal case should be pending against them. Police Verification is mandatory for all Persons deployed at site which is to be processed by the Service provider.
- 6.1.18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of ACCF. The Service provider shall be responsible for any act of indiscipline on the part of the persons deployed and Disciplinary action against the same needs to be done.
- 6.1.19. TT & HBV Vaccination along with Chest X Ray, Blood Test and Vaccination - particularly Hepatitis B etc of all Persons deployed needs to be done especially people deployed in sensitive areas dealing with patient. Medical Examination of all deployed staff has to be repeated every year.

6.2. Statutory Issues

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

6.3. Payment, Penalty and Dispute Resolution

- 6.3.1 The Service provider shall raise the bill, in triplicate, along with attendance sheet duly certified by the authorized official of Health Facility (i.e. SCI) in respect of the persons deployed and submit the same for payment in the first week of the succeeding month. As far as possible, the payment will be released in 30 days. However, the Service provider has to release the monthly salary of the person(s) deployed in the first week of succeeding month for uninterrupted supply of services.

- 6.3.2. No payment shall be made in case of non -availability of services.
- 6.3.3. For bill process statutory compliance may be asked, at the discretion of the ACCF, Management.
- 6.3.4. The amount of penalty calculated @ Rs. 500 per day on account of delay, if any, in providing a suitable substitute (for providing services) for the period beyond three working days by the Service provider shall be deducted from its monthly bills in the succeeding month. This will be over & above the deductions made for not providing the services at a particular location. Service Provider shall be sole responsible for providing the desired services otherwise payment shall be deducted for non-deployment.
- 6.3.5. The ACCF reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 6.3.6. In the event of any dispute arising in the interpretation of the clauses of the contract effort shall be made to resolve through mutual discussion/consultation between the Management and the Service provider.
- 6.3.7. All legal disputes arising under this contract between the parties will be subjected to resolve under jurisdiction of Guwahati Court or High Court of Assam.

6.4. Termination

- 6.4.1. The contract can be terminated at any point of time prior to its completion by either of the parties with 90 days of notice period without assigning any reason thereof.
- 6.4.2. The Client may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
- (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- 6.4.3. The Authority after giving 60 days' clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
- (i) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
 - (ii) If the service provider becomes insolvent or bankrupt.
 - (iii) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or

- (iv) If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

6.5 Contract Price (Service Charges)

- 6.5.1 The Client shall pay to the Service Provider the service charges on monthly basis at the contracted rate for rendering the services successfully as per the agreed terms and conditions. The contract price shall be as per the price quoted by the successful bidder and agreed by both the parties to the contract.
- 6.5.2 Bid prices have been asked as a monthly lump-sum, while raising the monthly bill, the Service Provider shall bifurcate/divide the monthly billing amount into different services being provided at various locations of the site, less deductions (penalties and recoveries etc.) plus applicable GST.
- 6.5.3 Contract shall be valid for three years and can be extended for another 1 year based on mutual agreement. The Contract Price (lump sum service charges as per the contract) shall remain fixed. This price shall not be subjected to changes that will occur on account of changes in Statutory Laws & Labour laws / wages.
- 6.5.4 The Service Provider (I.e., Service Provider) is not entitled to receive any amount other than the service charges with respect to the service rendered, under the annual contract.
- 6.5.5 An increase of 5% shall be given after completion of one year period on site wise annual Lump Sum price (on actually paid payment minus GST), subject to satisfactory performance.

6.6 Insurance

Service Provider shall be responsible for obtaining and maintaining insurance of all its staff at the Site at its own cost in compliance with Applicable Law during the Term of the Agreement

6.7 Variations

The User Entity or Contracting Entity may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out based on contract rates on proportionate basis.

6.8 Liquidated Damages & Penalty

- 6.8.1 If the Service Provider fails to commence the services within the prescribed timeline of 30 days from the date of signing the contract, then 1% per week LD of annual contract value shall be imposed with an overall cap of 5% of the contract price. After arriving at maximum penalty (i.e., 5%), Contracting entity (i.e., ACCF) may terminate the contract with forfeiture of PBG.
- 6.8.2 In case of any loss/theft of property, the Medical Superintendent/Authorized Hospital Personnel will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the Service Provider by the competent authority, the Service Provider will make good the loss within a specified period or else deduction of the cost will be made from the Service Provider's bill of the following month.
- 6.8.3 For any breach of contract, the Medical Superintendent/Authorized Hospital Personnel shall be entitled to impose a penalty to the extent of Rs. 100/-on the 1st occasion upon the Service Provider in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Medical Superintendent/Authorized Hospital Personnel.
- 6.8.4 If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the said Officer in this regard shall be final and binding upon the Service Provider. Some of the instances in which penalty would be imposed, are enumerated below. But these are not exhaustive, and penalty may be imposed on any violation, breach or contravention of any of the terms and conditions as well as assigned duties and in following conditions: -
- a. If the personnel are not found in proper Uniform and displaying Photo Identity Card.
 - b. If the personnel found indulging in smoking/drinking/sleeping during duty hours.
 - c. If the personnel found performing double Duty within 24 hours without prior approval.
 - d. The Service Provider is supposed to provide no of Security Services as per requirement given by ACCF across each location over a period of time. If the Service Provider is not able to provide the required number of services, a penalty for shortage of attendance will be imposed.
 - e. Penalty will also be imposed if the behavior of personnel found discourteous.
 - f. If any Guard found performing duty, submitting a fake name and address.
 - g. No persons other than the persons mentioned in the approved list supplied by the Service Provider should be engaged for duty.

6.9 Personal

- 6.9.1 Any misconduct / misbehavior on the part of the personal deployed by the Service Provider will not be tolerated and such person will have to be replaced by the Service Provider at his own costs, risks and responsibilities immediately, with written intimation to Client.
- 6.9.2 The Service Provider should ensure to maintain adequate amount of personal to meet the desired level of services. If service(s) is not provided at a particular site/location, equivalent amount + Rs. 500/- penalty per instance shall be deducted from monthly bill.
- 6.9.3 The Service Providers shall employ adult Security Guards only. Employment of child labour will lead to the termination of the contract. The Service Provider shall be responsible for payment by following the Minimum Wages Act, ESI Act, PF Act, Bonus Act as applicable and also of obeying all existing Labour laws.
- 6.9.4 The staff deployed by the Service provider in the facility shall not claim any benefit, compensation, absorption or regularization of their services in the Government establishment either under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The Service Provider shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Service Provider and submit the same to the Contracting Entity. In the event of any dispute(s) on the status of the deployed persons, the ACCF or the User Institution(s) shall not be a necessary party.
- 6.9.5 The staff deployed by the Service Provider shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officer of the facility/institution/office has every right to remove the said person, immediately and responsibility if any to be borne by the Service Provider.

6.10 Other Conditions

- 6.10.1 The security personnel provided shall always be the employees of the Service Provider and all statutory liabilities will be paid by the Service Provider such as ESI, PF, Workmen' Compensation Act etc. The list of staff going to be deployed shall be made available to the Hospital and fresh list of staff shall be made available by the Service Provider after each and every change. The number of the guards may be decreased or increased as per requirement.
- 6.10.2 The security Service Provider shall try to deploy minimum 70-100% manpower from the category of Ex-Servicemen not above the age of 55 years against the strength of Ex-Servicemen Security Guards /Supervisor. The Service Provider shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the Hospital. The security Service Provider shall not employ any person below the age of 21 years and above the age of 50 years (upto 55 years for Ex servicemen). Manpower so engaged should be trained for providing security services and firefighting services.
- 6.10.3 The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered Minimum Wages Act, (Contract Labour Regulation & Abolition Act 1970), ESI Act and EPF Act etc. with regard to the Security personnel engaged by him for works.

- 6.10.4 The Service Provider as far as possible should deploy Security Guards and Supervisors as Ex-Servicemen. and violation, if made intentionally, will be a sufficient ground for cancellation of contract,
- 6.10.5 The antecedents of security staff deployed shall be got verified by the Service Provider from local police authorities and an undertaking in this regard to be submitted to the Hospital Administration.
- 6.10.6 The Service Provider will maintain a register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown to hospital authority.
- 6.10.7 All liabilities arising out of accident or death while on duty shall be borne by the Service Provider.
- 6.10.8 Adequate supervision will be provided by the Service Provider to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 6.10.9 Service Provider and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste of hospital property or misuse the areas of the Hospital premises.
- 6.10.10 The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which the Hospital management may issue from time to time, and which have been mutually agreed upon between the two parties.
- 6.10.11 The Hospital management shall have the right to have any person removed that is undesirable or otherwise and similarly Service Provider reserves the right to change the staff with prior intimation to the Hospital.
- 6.10.12 The Service Provider shall be responsible to protect from theft all properties and equipment of the Hospital entrusted to it.
- 6.10.13 All the security guards should be below the age of 55 years. The personnel engaged should be of robust physique and project an image of utmost discipline. They must be extremely courteous with pleasant mannerism in dealing with the Staff / Patients/Attendants. The Hospital management shall have right to remove any person in case the security personnel is not performing the job satisfactorily. The contract shall have to arrange the suitable replacement in all such cases.
- 6.10.14 Prolonged duty hours shall not be allowed. No payment shall be made by the ACCF for double duty, if any.
- 6.10.15 The security personnel deployed by the Service Provider shall work under overall supervision and direction of the hospital administration.
- 6.10.16 The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the Service Provider for the Hospital.

- 6.10.17 The Hospital will brief the Service Provider about the security perception and its sensitivity to the personnel to be deployed by the Service Provider under the contract 2 to 3 days prior to the commencement of the Contract and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.
- 6.10.18 The Service Provider shall ensure that its personnel do not at any time, without the consent of the Hospital in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by the Hospital and shall not disclose any information about the affairs of the Hospital.
- 6.10.19 In the event of any breach / violation or contravention of any terms and conditions contained herein by the Service Provider, the Security Deposit of the Service Provider and any other sum due are liable to be forfeited.
- 6.10.20 Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all expenses / fines. The concerned Service Provider's personnel shall attend the court as and when required.
- 6.10.21 If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc., which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
- 6.10.22 The Service Provider shall be provided some space for office in the hospital for record keeping and management. but rest of the items required, has to be managed by him on his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 6.10.23 If the Service Provider is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Hospital for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Hospital authority.
- 6.10.24 During the course of contract, if any Service Provider's personnel are found to be indulging in any corrupt practices or causing any loss of property, the Hospital Authority shall have the right to terminate the contract forthwith forfeiting the Service Provider's Performance Guarantee (Security Deposit).
- 6.10.25 The Service Provider shall not engage any such sub-Service Provider or transfer the contract to any other person in any manner.
- 6.10.26 The Service Provider shall indemnify and hold ACCF harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works / services under the Service Provider provided by the Service Provider.
- 6.10.27 The bidder shall ensure to provide female security guards in each shift in Emergency and Pediatrics wards and other wards of the Hospital on need basis.

- 6.10.28 The Service Provider shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- 6.10.29 Security staff engaged by the Service Provider shall not take part in any staff union and association activities.
- 6.10.30 The Service Provider shall bear all the expenses incurred on the following items i.e., provide Uniforms, I. Cards, lathis / batons, whistles & Torch to guards posted during night duty and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
- 6.10.31 ACCF (interalia The Hospital) shall not provide residential accommodation to any of the employee of the Service Provider.
- 6.10.32 The Hospital shall not be under any obligation for providing employment to any of the worker of the Service Provider after the expiry of the contract. The Hospital does not recognize any employee employer relationship with any of the workers of then Service Provider.
- 6.10.33 If as a result of post payment audit any overpayment / underpayment is detected in respect of any Security guard provided by the Service Provider or alleged to been provided by the Service Provider under the tender, it shall be recovered / paid by the Hospital from / to the Service Provider.
- 6.10.34 The Service Provider shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Hospital etc.
- 6.10.35 The Service Provider will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
- 6.10.36 The Service Provider preferably should have round the clock Control Room Service at every site of ACCF along with quick response teams to deal with emergent situations.
- 6.10.37 The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.
- 6.10.38 The Service Provider will be under obligation to submit a certificate that he has cleared all the monthly dues of its / his employees within first fortnight of every month. (Certificate as per annexure)
- 6.10.39 The Service Provider shall ensure all payments to employees through ECS/ RTGS system every month so as to ensure smooth payment of previous month by 10th of every month.

ANNEXURES

ANNEXURE-A

Covering Letter (Bid Form) [on the letter head of the Bidder]

Kind Attention:

[location, date]

The Head Operations

Assam Cancer Care Foundation

Tender No. _____

For supply of _____

Sir,

1. Having read, carefully examined and understood the RFP document dated [●] issued by ACCF ("Client") and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby submit our Technical and Financial Bid/Proposal for all 9 locations.
2. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the RFP during the bidding process.
3. We agree that we have inspected and examined the RFP and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.
4. We agree to the conditions of the RFP under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by ACCF as per the terms and conditions.
5. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.
6. We agree to accept the amount of the bill to be paid by the Client after completion of all formalities and should any amount of the bill found by the client/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. ACCF has the right to accept or reject any or all the bids/proposals without assigning any reason.
8. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.

9. We understand and agree that ACCF reserves the right to cancel the bid process or the contract agreement at any moment of time without assigning any reason thereof.
10. We represent and warrant to Client that as of the date of submission of this Bid and till the end of the Bid Validity Period (as may be extended):
- (a) the information furnished by us is complete, accurate, unconditional and fairly presented;
 - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertake the scope of Bid as per the RFP;
 - (c) we are in compliance with all the terms and conditions of the RFP;
 - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect Client's evaluation or decision in relation to evaluation and selection;
 - (e) We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.
 - (f) I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.
 - (g) we acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director or partners, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of contract by us.
11. We undertake that we will intimate Client of any material change in facts, circumstances, status or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the RFP).
12. This Proposal shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at Guwahati will have exclusive jurisdiction in respect of all matters arising out of this Bid.
13. We have agreed that [] [Insert 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.
14. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
15. If our proposal is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document.
16. We further confirm that, if our proposal is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
17. We agree to keep our Bid valid for acceptance as required in the RFP Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by

this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

18. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred request for proposal.
We confirm that we fully agree to the terms and conditions as specified under the RFP Document, including amendment/ corrigendum if any.
19. We confirm that the hard copies of Key Documents being submitted by us are completely identical to the online submission, without any deviation whatsoever.
20. We have provided details, in accordance with the instructions and in the form required under the RFP.

Yours Faithfully,
[Signature and Details of the Applicant/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)

No	Particulars	Details			
1	Name & Address of the Applicant:	Name: Address:			
2	Constitution of the Bidder	Firm/Company/Society CIN in case of Company: Society Registration Number: Firm Registration Details:			
3	Year of Establishment:	Date of Incorporation/Registration: (As per the incorporation document)			
4	Details of Income Tax, GST, PF and ESI Registration	PAN: GST Registration Number: PF Registration Number:			
5	Details of the Contract Person:	Name: Designation: Email: Mobile:			
6	Employee Details: (Employees for at least three months with the Bidder as on the due date of bid submission)	Number of Security Staff: Skilled: Semi-Skilled: Unskilled: Number of Administrative Staff: Professionals: Others:			
7	Turnover & Profitability	Financial Year	Turnover Similar Activity	Net Profit After Tax	Net worth (End of the FY)
		2018-19			
		2019-20			
		2020-21			
8	List of Public Health Institutions served				
	during last three financial years starting from 2017-18.				
9	Number of similar service contract executed of value more than or equal to Rs 1 Cr in last three financial years starting from 2017-18	Name of the Client	Year	Cumulative value of the Order	
10	The Accreditations, Awards	Awards: Certificates: Other Credentials:			

	and Achievements of the Bidder.	
11	Address of the Head Office /Registered Office	
12	Details of Branch office in Assam (Mandatory)	
13	Name and contact no. of Authorized Signatory (in block letters)	
14	Specimen Signature of Authorized Signatory	
15	Details of EMD & Processing Fee Paid (Amount, issuing bank, date and number)	Processing Fee: EMD: (Format for EMD BG given in Annexure-6)
16	Constitution of the Applicant and Incorporation Details	Company/Firm/Society/Trust Date of Establishment & Regn. No. (Furnish copy of incorporation or registration certificate/Deed)
17	Declaration	Annexure-2
18	Registration Certificate (Labour) No.	(also Furnish Photocopy of Labour registration certificate)
19	GST Registration No	(also Furnish Photocopy of GST Registration Certificate)
20	PAN no (furnish Photo Copy of PAN)	(also Furnish photocopy of PAN)
21	P.F Registration No.	(also furnish Photocopy of P.F. Registration Certificate)
22	E.S.I. Registration No.	(also furnish Photocopy of E.S.I. Registration Certificate)
23	Power of Attorney to sign the proposal on behalf of the Applicant as per Annexure-5	
24	Average Annual Turnover certificate duly attested by a Chartered Accountant with UDIN (In the letterhead of the Chartered Accountant) to this effect with year wise break-up Audited Statement of Account including Balance Sheet, P & L	Turn over Certificate and Statement of Accounts for last three financial years as per Annexure-3 .

	A/c and Audit Report to be submitted for last three financial years.	
25	The organization have to submit the Affidavit (<i>On original Stamp Paper of relevant value certified by Notary</i>) with the following clauses: a) Our organization has not been blacklisted by any Government Organization b) Our organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law. c) Our organization agrees to abide by all terms & conditions of tender.	Submit the Affidavit As per Annexure-2
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 and client satisfactory certification also

ANNEXURE-2: Declaration by the Applicant

DECLARATION BY THE APPLICANT (AFFIDAFIT)

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

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

The price offered by us in the financial proposal shall remain valid for a period of 180 days from the date 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:

Place:

Name & Signature

Proprietor/Partner/Director/Authorised Signatory

Name of the bidder:

Address:

ANNEXURE-3: Turnover Certificate by CA

Annual Turnover Certificate
(In the letterhead of the CA Firm)

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

Sl. No	Financial Year	Annual turnover from similar business ¹ (Rs. in lakhs)
1	2017-18 2018-19	
2	2018-19 or 2019-20	
3	2019-20 2020 -21(unaudited is acceptable)	
Average Annual Turnover		

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

We also certify that M/sis in business of Security services for last.....years.

Date:
Place:

Signature of Auditor/ Chartered Accountant
(With Official Seal)

FRN.:
UDIN: xxxxxxxxxxxxxxxx

ANNEXURE-4: Contract Format

DRAFT AGREEMENT

1. An agreement made this.....day of 2020 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 Security services to the Client as 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 Security 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 Security 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.
- 9.2. There shall be an annual price escalation of 5% on successful discharging of service by the Service provider on annual contract value of previous year.

10. Payment

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

11. Liquidated Damages & Penalty

- (a) If the Service provider fails to commence the services within the prescribed timeline of 30 days from the date of signing the contract, then 1% per week LD of annual contract value shall be imposed with an overall cap of 5% of the contract price. After arriving at maximum penalty (i.e. 5%), Contracting entity (i.e. ACCF) may terminate the contract with forfeiture of PBG.
- (b) For absence of any service(s), a penalty @ Rs. 500/- per worker per day will be deducted from the bill which will be over and above of other deductions for non-deployment of service(s).
- (c) Any other penalty charges as defined in the RFP.
- (d) If staff is found without uniform and safety gloves, gumboots etc. (which are required for safety of staff & infection control as per the role), a penalty of Rs. 100/- per day or at each instance. For repeated non-compliance, double the penalty i.e. Rs. 200/- shall be payable.
 - a. Indecent or mischievous behavior by the staff to employee(s) of Health facilities or Patient/ patient relative/ visitors will attract a penalty of Rs. 100/- on each such occasion incidence.

12. Indemnity

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

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

- (a) non-compliance with the Client's environmental health and safety requirements;
- (b) negligence or wilful misconduct of Service Provider 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

Provider's fraud, gross negligence or wilful misconduct; and (d) contravention of Laws by the Service Providers or any of its sub Service Provider(s)

14. Termination of the Contract

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

15. Risk Clause:

- 15.1. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of ACCF. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
- 15.2. In the event of loss/damage of equipment etc. at the premises of the health facility due to negligence/carelessness of the staff deputed by the Service provider, if established after an enquiry, then the Service provider shall compensate the loss to the Health Facility. The Service Provider or its representative/s shall meet the designated respective nodal officer or his/her representative(s) regularly to take feedback regarding the security 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 security 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 Security 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
 <Name and Address of the Service provider>

<Authorized Signatory>

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness

ANNEXURE-5: Power of Attorney format

Format for Power of Attorney to sign the Proposal on behalf of the Applicant

(On a Stamp Paper of Rs 100/-)

Power of Attorney

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

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the ____ day of ____ 200_

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date : _____

Note:

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

ANNEXURE-6: 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 Director
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 Security 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.

* the Branch of the bank should be at Guwahati.

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 security Services at hospitals & Radiation Therapy Blocks 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 ourbranch 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.

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

ANNEXURE-8: Financial Proposal Format

Description of Services (Inclusive of Service provider's management fees)		Service Rate per month (30 days) as per above scope of Work
1	Security guard Services for 8 Hrs	
2	Security guard Services for 12 Hrs	
3	Security guard Services for 24 Hrs	
4	Security supervising services for 8 Hrs	
5	Security supervising services for 12 Hrs	
6	Security supervising services for 24 Hrs	
7	Total comparative cost	

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

Note:

1. Bidder need to prove that they are meeting all labor laws and statutory norms of wages in the quoted prices. Further to that bidder also need to demonstrate that how they provide the quality services within quoted service charges.
2. Bidders need to demonstrate that they are meeting labour laws and all statutory requirements and also they will be able to provide quality services within the quoted service charges.
3. 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.
4. If any stage of bid evaluation, it was found that Bidder's quoted rate are not in compliance to the minimum wages, Bonus act, gratuity act and other applicable statutory requirements than that bidder's financial bid shall be rejected. In addition to that bid can also be rejected if quoted service charges are found not viable as per above point 1. After rejection of the non-compliant price bid again price comparison shall be done to decide L1.
5. The breakup for wages & Allowances needs to be provided by the Service Provider on request.

6. The above rates are inclusive of all taxes, levies including ESI contributions, EPF etc. but excluding only service tax(GST) which shall be reimbursed on actual on production of documentary evidence
7. The Service Provider (Service provider) is responsible for complying the labor rates for different categories of Personal as stipulated under Minimum Wages Act and other applicable laws as amended from time to time.
8. The Service Provider will have to provide a minimum of two sets of uniform per year including Identity Cards to all the Guards & gum boots and hand gloves, safety goggles, masks (to whom required as per work allocation) of good quality and Color code as prescribed.
9. 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 2 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.

ANNEXURE-10: Check List

Check List of the Technical Proposal

S. No	Description of the Document	Page Number
1	Processing Fee (Instrument or Payment proof.)	
2	EMD (Instrument or Payment proof.) in case of BG submit original copy at office and upload scan copy.	
3	Covering Letter (Bid Form) as per Annexure-A	
4	ANNEXURE-1: Technical Proposal	
5	Table 1 of Annexure 1 and order copies.	
6	Declaration as per Annexure-2 (non-conviction and non-blacklisting)	
7	ANNEXURE-3: Turnover Certificate by CA	
8	Annexure 5 Power of attorney	
9	ANNEXURE-9: Manpower (Staff) along with EPF challan copy for Sept 21 & Oct 21.	
10	similar services of value not less than Rs 2.0 Cr(cumulative) in last three financial years as per 3.1 work experience point 3.3. Please upload yearwise work order copies for 2020-21, 2019-20, 2018-19.	
11	Documentary evidence conforming to eligibility as per Para 3.1	
12	Bidder must be a single entity – Certificate of registration/partnership deed.	
13	Positive net worth certificate as per 3.1 point 2 financial strength	
14	Certificates & Accreditations: <to be inserted>	