

Dr B. Borooah Cancer Institute

(Regional Institute for Treatment & Research)

Gopinath Nagar : Guwahati-781016, Assam : INDIA

Tel : 0361-2472366 / 636 Telefax : 0361-2472636 E-mail : bbci_info@yahoo.co.in

No.BBCI/Accts-174/IA/ 1067 / 2011

Guwahati, the 21th May 2011

CALL FOR EXPRESSIONS OF INTEREST
FROM THE CHARTERED ACCOUNTANT FIRMS
FOR THE INTERNAL AUDIT OF DR B BOROOAH CANCER INSTITUTE, GUWAHATI

Expressions of Interest (EOI) are invited from CAG empanelled Chartered Accountant firms to conduct the internal audit for the year 2010-11 & 2011-12 of Dr. B. Borooah Cancer Institute, Guwahati, an autonomous Institute recognized by the Govt. of India as Regional Institute for Treatment & Research of cancer. The intended bidders may submit their sealed quotations upto **2:00 PM of 6th June 2011**. The detail tender documents may be obtained from the office of the undersigned during office hours on payment of non-refundable tender fee of **Rs.500/-** (Rupees five hundred only) either in cash or in the form of bank draft / banker's cheque drawn in favour of "Dr B Borooah Cancer Institute, Guwahati". The detail tender documents can also be downloaded from the Institute's website **www.bbcionline.org**. The document downloaded from the website will be accepted only on furnishing of non-refundable tender fee in the form of crossed demand draft / banker's cheque for **Rs.500/-** (Rupees five hundred only) separately drawn on any nationalized bank of India in favour of 'Dr B Borooah Cancer Institute, Guwahati'. If the tender document is downloaded from the website, while furnishing the tender, it should be superscribed legibly on the left corner of the sealed cover as "Tender copy is downloaded from BBCI website".

Director

Dr B Borooah Cancer Institute
Guwahati-781016

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Visit our website at : www.bbcionline.org

Tender Form for Internal Audit of the Institute for the year 2010-11 & 2011-12.

Date of Advertisement : 21st May 2011

Date of Issue of tender : 23rd May 2011

Last date for Submission of tender : 6th June 2011 by 2:00 p.m.

Date of opening of tender : 6th June 2011 by 3:00 p.m.

Cost of tender document : Rs. 500/- (Rupees Five Hundred Only)

Tender form issued to:-

M/s. _____

Director
Dr B Borooah Cancer Institute
Guwahati-16

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. Dr. B. Borooah Cancer Institute, located at Gopinath Nagar, A. K. Azad Road, Guwahati-781016, Assam, requires the services of reputed, well established and financially sound Companies / Firms / Agency for conducting Internal Audit of Accounts of the Institute for the year 2010-11 & 2011-12.
2. The Institute has initial requirement for the following work:
 - a. Stores / Inventories / Materials, spare parts, consumables, ration etc. requisitioned, purchases and utilized during the year with the physical verification of the stock at close.
 - b. Receipts on account of Hospital Income and other incomes.
 - c. Reconciliation and physical verification of Fixed Assets.
 - d. Reconciliation of the Bank Accounts and Fixed Deposit accounts
 - e. Reconciliation of advances and interest accrued and recovery
 - f. Reconciliation of Teletherapy and Brachytherapy sources
 - g. Reconciliation of Earnest money, security deposits, bank guarantee etc.
 - h. Log books of equipments, vehicles, telephone and electrical equipments etc.
 - i. To ascertain the adherence of the accounting standards as recommended by the ICAL.
 - j. To ascertain the cost-effectiveness of the Hospital Operating Expenses.
 - k. The Internal Audit work will also involve review various systems, procedures and practices and also to give suggestions for improvement in accounting procedure.
3. The interested Companies/Firms/Agencies may put the tender document completed in all respects along with Earnest Money Deposit (EMD) of **Rs. 5000/- (rupees five thousands only)** and other requisite documents on or before **06.06.2011 from 10:00 AM to 2:00 PM** in the Tender Box kept in the Office of the Director, Dr. B. Borooah Cancer Institute, Guwahati (1st Floor, Administrative Block) **and same will be open at 3:00 PM on 06.06.2011. The tenders shall not be entertained before or after this date under any circumstances whatsoever.**
4. The various crucial dates relating to submission of bids for conducting internal Audit of Accounts of **Dr. B. Borooah Cancer Institute** for the year 2010-11 & 2011-12 are cited as under :
 - (a) Date and time for submission of
Quotation (EMD, Technical & Financial): **10:00 AM to 2:00 PM on 06.06.2011**
 - (b) Date and time for opening of Bids (Technical) : **At 3:00 PM on 06.06.2011**
5. The tenders have been invited under **three bid system i.e. EMD (Part-I), Technical Bid (Part-II) and Financial Bid (Part-III)**. The interested agencies are advised to submit three separate sealed envelopes super scribing **“Part-I : EMD for conducting Internal Audit of Accounts of BBCI for the year 2010-11 & 2011-12”**; **“Part-II : Technical Bids for conducting internal Audit of Accounts of BBCI for the year 2010-11 & 2011-12”** and **“Part-III: Financial Bids for conducting internal Audit of Accounts of BBCI for the year 2010-11 & 2011-12”**. These three sealed envelopes should be kept in a fourth sealed envelope super scribing **“Tender for conducting internal Audit of Accounts of BBCI for the year 2010-11 & 2011-12”**.

6. The tendering CA Companies / Firms / Agencies are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the Government of India or Class – I Officers of the State Governments), along with the Technical Bid (Part-II), failing which their bids shall be summarily/out-rightly rejected and will not be considered any further :
- Attested copy of membership certificate of practice.
 - Constitution certificate issued by ICAI on or after 01.01.2010.
 - Attested copy of PAN/GIR Card;
 - Attested copy of the latest IT return filed by agency;
 - Attested copy of Service Tax registration certificate;
 - Certified document in support of financial turnover of the agency.
 - Statement of Bank A/c in the name of Company/Agency/Firm.
 - Details of agreement made by company for the 3 years alongwith proof.
 - Undertaking to be furnished by the service provider that the service provider having no legal suit/criminal case pending against it's proprietor or any of its Directors(in the case of Private Ltd. Company) or having not been earlier convicted on grounds or moral turpitude or for violation of laws in force.
7. The Earnest Money Deposit (EMD) of **Rs.5000/-** (Rupees Five Thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Banker Cheque drawn in favour of '**Dr. B. Borooah Cancer Institute**' payable at GUWAHATI failing which the tender shall be rejected summarily.
8. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
9. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
10. The Bids shall be opened on the scheduled date and time (**At 3:00 PM on 06.06.2011**), in **Committee Room, Dr. B. Borooah Cancer Institute, Guwahati (First Floor, Administrative Block)** in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time.
11. The undersigned reserves the right to annul any or all bids without assigning any reason thereof.
12. Decision of the Finance Committee or the Management Council of the Institute shall be final and binding in all cases.

TECHNICAL REQUIREMENTS FOR THE TENDERING Company / Firm / Agency

1. The tendering for conducting Internal audit of Accounts of the Institute for the year 2010-11 & 2011-12 Company / Firm / Agency should fulfill the following technical specifications:
 - [a] The Registered Office or one of the Branch Office's of the Company / Firm / Agency should be located in Guwahati
 - [b] Constitution certificate issued by ICAI on or after 01.01.2010
 - [c] The Company / Firm / Agency should be registered with the appropriate registration authority.
 - [d] The Company / Firm / Agency should have at least 10 years experience in providing Finance and Accounting support services to Private companies, Public Sector Companies / Banks and Government Departments / Autonomous Institute etc.
 - [e] The company / Firm / Agency should have its own Bank Account
 - [f] The Company / Firm / Agency should be registered with Income Tax and Service Tax Departments.
 - [g] The Company / Firm / Agency should have experience of at least 3 years.

APPLICATION - TECHNICAL BID

1. For conducting Internal Audit of Accounts of **DR. B. BOROOAH CANCER INSTITUTE, GUWAHATI** for the year 2010-11 & 2011-12.

2. Name of Tendering Company/ : _____

Firm / Agency

(Attach certificate of registration)

3. Name of proprietor / Director : _____

of Company / Firm / agency _____

4. ICAI Registration No. : _____

5. Full Address of Reg. Office : _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

6. Full address of Operating / Branch Office : _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

7. Employment number with C&AG : _____

8. Banker of Company / Firm / agency with full address:

(Attach certified copy of statement of A/c for the last 3 years)

Telephone Number : _____ of Banker

9. PAN / GIR No. : _____

(Attach attested copy)

10. Service Tax Registration No. : _____

(Attach attested copy)

11. Financial turnover of the tendering **Company/Firm/Agency** for the last 3 Financial Years:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2007-08		
2008-09		
2009-10		

13. Number of full time Chartered Accountant(s) as on 01.01.2011 : _____

14. Number of audit staff employed full time with the firm :

a. Articles / Audit Clerks : _____

b. Other Audit Staff (with knowledge of keeping & accountancy) : _____

c. Other professional staff (please specify) : _____

(list to be attached)

15. Whether the firm has experience in performing : YES / NO

Internal Audit in the State for which the EOI is
Submitted (if yes, details may be given on a
Separate sheet, specifying the name of client).

16. Give details of the major similar contracts handled by the tendering Company / Firm / Agency during the last three years in the following format:

S.No.	Details of client along with address, telephone and FAX numbers	Amount of Contract	Duration of Contract	
			From	To
1.				
2.				
3.				

(if the space provided is insufficient, a separate sheet may be attached)

17. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal :

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender for conducting Internal Audit of Accounts of **Dr. B. Borooah Cancer Institute, Guwahati** for the year 2010-11 & 2011-12 and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

APPLICATION – FINANCIAL BID

1. For conducting Internal Audit of Accounts of **Dr. B. Borooah Cancer Institute, Guwahati** for the year 2010-11.
2. Name of tendering Company/Firm/Agency: _____
3. Details of Earnest Money Deposit : Rs. 5000/- (Rupees Five Thousand Only)
D.D. / Bankers Cheque. No. Dt.....
Drawn on Bank: _____

S. No.	Component of Rate	Amount
1.	Charges for conduction of Internal Audit of Accounts of Dr. B.Borooah Cancer Institute, Guwahati for the year 2010-11 on consolidated basis & 2011-12 on quarterly basis.	
2.	Service Tax Liability @ --- % of -----	
3.	Any other liability (Pl. Indicate)	
Grand Total		

Signature of authorized person

Date :
Place:

Name :
Seal :

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only for which services have been performed.

TERMS AND CONDITIONS

General

1. The contract is for conducting Internal Audit of Accounts of the Institute for the year 2010-11 & 2011-12.
2. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and this Institute.
3. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Institute.
4. The tenderer will be bound by the details furnished by him / her to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
5. The DR. B. BOROOAH CANCER INSTITUTE reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
6. The entire work has to be completed by **31st August, 2011** for the year 2010-11. The Internal Audit for the year 2011-12 will be carried out on quarterly basis. The agency should submit the Internal Audit report within 30 days after closing of the quarter. The agency will have adhere with the time given.
7. Fees quoted is subject to deduction of Income Tax at prevalent rates.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

8. The contracting agency shall ensure that the conducting Internal Audit of Accounts of the Institute for the year 2010-11 conform to the technical specifications of age, educational and skill qualifications.
9. This Institute is an autonomous organization funded by the Department of Atomic Energy, Govt. of India; North Eastern Council and Government of India and has six days working (i.e. Monday to Saturday) excluding 2nd & 4th Saturdays in a week from 10:00 AM to 5:00 PM. Besides this, the Institute also observes the Assam State Government holidays notified from time to time. **However, depending upon the urgency of work, the Contracting Agency may be required to provide the services (beyond office hours) or on holidays, for which no additional remuneration will be paid.**
10. TDS and other taxes as applicable will be deducted from each bill

LEGAL

11. The tendering agency will be responsible for compliance of all statutory provisions etc. in respect of service provided to this Institute.
12. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to **Dr. B. Borooah Cancer Institute** to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
13. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Institute.
14. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Institute is put to any loss / obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL

15. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of **Rs.5000/-** (Rupees Five Thousand Only) in the form of Demand Draft / A/c payee cheque drawn in favour of **Dr. B. Borooah Cancer Institute** payable at GUWAHATI **failing which the tender shall be rejected out rightly.**
16. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy persons for conducting Internal Audit of Accounts for the year 2010-11 & 2011-12 against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
17. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this Institute besides annulment of the contract.
18. The amount of pre-estimated agreed liquidated damages calculated @ **Rs.500/-** per day for each service on account of delay, if any, in providing a suitable substitute for the period beyond two working days by the agency shall be deducted from the monthly bills of the service providing Company / Firm / Agency in the following month.

19. The Director (Dr. B. Borooah Cancer Institute) reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties, case, by the successful Company / Firm / Agency commits any act of omission / Commission that amounts to misconduct / indiscipline / incompetence, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such Company including their removal from site of work, if required by the Institute.
20. The tendering Company / Firm / Agency shall replace immediately any of services is found unacceptable to this Institute because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from this Institute.
21. The provision of manpower shall have to be made available on requisition in time as per the exigencies of work. Any undue delay in the matter will be considered as breach of contract and will be dealt accordingly. The selected agency shall immediately provide a substitute services.
22. It will be the responsibilities of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Institute and this Institute will have no liabilities in this regard.
23. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This Institute shall, in no way, be responsible for settlement of such issues whatsoever.
24. This Institute shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
25. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this Institute during the currency or after expiry of the contract.
26. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this Dr. B. Borooah Cancer Institute.

AGREEMENT

This Agreement is made on.....Day ofat GUWAHATI (India) between the **Dr. B. Borooah Cancer Institute, Guwahati** through Director, Dr. B. Borooah Cancer Institute, Gopinath Nagar, Guwahati hereinafter referred as “the Institute” which expression shall include all its officers, successors and assigns on the FIRST PARTY.

AND

M/s, a Sole-Proprietorship concern Firm/ Company/Agency having its Registered office athereinafter referred as “Service Provider” which expression shall include all its officers successors and permitted assigns on the “SECOND PARTY”.

WHEREAS the First Party is an autonomous Institute for Cancer Treatment & Research funded by the Department of Atomic Energy, Govt. of India; North Eastern Council, Govt. of India and Government of Assam.

WHEREAS the Second Party is engaged in the business for conducting Internal Audit of Accounts of the Institute for year 2010-11.

WHEREAS the First Party proposed to engage an experienced and professionally qualified Agency for conducting Internal Audit of Accounts at **Dr. B. Borooah Cancer Institute, Guwahati** for the year 2010-11 & 2011-12.

WHEREAS the Second Party has expressed their keen desire to deploy persons for conducting Internal Audit of Accounts of the Institute for the year 2010-11 for the services to the First Party under this Agreement. The Second Party has also represented that they possess the professionally qualified skilled manpower and financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the First Party from to time.

WHEREAS on the aforesaid representation made by the Second Party to the First Party, the Parties hereby enter into this Agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

A. OBLIGATIONS OF THE SECOND PARTY

1. The Second Party shall operate and deploy the persons for conducting Internal Audit of Accounts for the year 2010-11 to the First Party having its office at GUWAHATI normally on working days (six days in a week) or as the First Party may require from time to time.
2. The regularity and quality of the performance of the Contracting Agency will be the essence of this agreement and shall form a central factor of this Agreement. The Second Party shall take all possible steps to ensure to maintain its performance satisfactorily as determined by the First Party from time to time.
3. The Institute has initial requirement for the following work:
 - a. Stores / Inventories / Materials, spare parts, consumables, ration etc. requisitioned, purchases and utilized during the year with the physical verification of the stock at close.
 - b. Receipts on account of Hospital Income and other incomes.
 - c. Reconciliation and physical verification of Fixed Assets.
 - d. Reconciliation of the Bank Accounts and Fixed Deposit accounts
 - e. Reconciliation of advances and interest accrued and recovery
 - f. Reconciliation of Teletherapy and Brachytherapy sources
 - g. Reconciliation of Earnest money, security deposits, bank guarantee etc.
 - h. Log books of equipments, vehicles, telephone and electrical equipments etc.
 - i. To ascertain the adherence of the accounting standards as recommended by the ICAL.
 - j. To ascertain the cost-effectiveness of the Hospital Operating Expenses.
 - k. The Internal Audit work will also involve review various systems, procedures and practices and also to give suggestions for improvement in accounting procedure.
4. The Second Party shall deploy requisite number of persons for conducting Internal Audit of Accounts of the Institute for the year 2010-11 & 2011-12 to the First party, as per requirements, which may vary from time to time. The Second Party shall be bound to fulfill the increase/decrease of requirements of persons for conducting Internal Audit of Accounts for the year 2010-2011 & 2011-12 as may be conveyed to them by an authorized officer of the First Party, within a period of two working days from the date of receipt of such requirement.
5. The assessment made by the First Party regarding the quality and efficiency of the services and as to the number of for conducting Internal Audit of Accounts of the Institute for the year 2010-11 required, shall be final and binding on the Second Party & the services shall be provided accordingly.

6. The persons deployed for conducting Internal Audit of Accounts for the year 2010-11 & 2011-12 by the Second Party shall not use unauthorized software etc. and shall not misuse the Computer sets of the First Party.
7. If the First Party notices that the employee(s) of the Second Party has /have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Second Party who will devise corrective steps immediately to avoid recurrence of such incidents and report to the First Party its action plan.
8. If any of the persons deployed for Finance and Accounting support services of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will initiate appropriate action against erring the persons and intimate accordingly to the First Party.
9. The First Party shall not be responsible fully or partly to any dispute or difference that may arise between the Second Party and the persons deployed for conducting internal Audit of Accounts for the year 2010-11 & 2011-12 engaged by it for the services.

B. TERMS OF PAYMENT

- a) All payments made by the First Party shall be after deductions of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961, Other Taxes, Duties, if any, as applicable by law, shall be borne by the respective parties.
- b) The Second Party, being the Service provider in relation to the persons deployed for conducting Internal Audit of Accounts of the Institute for the year 2010-11 & 2011-12 engaged/employed by it to provide the services under this agreement shall alone be responsible and liable for payment.

C. REPORTING TIME AND PLACE

- a) The services rendered by the Second Party under this Agreement shall be under close co-ordination and guidance/instruction of the First Party. Second Party shall frame appropriate procedure for taking immediate action as may be advised by the First Party from time to time.
- b) The Second Party shall be responsible for the proper behavior of the persons deployed and shall exercise proper control over them so that their activities shall not in any way be detrimental of the First Party. The Second Party shall have to replace any of the persons within 24 hours if desired so by the First Party or his authorized representatives.

- c) The First Party reserves the right to order any person of the Second Party to leave its premises if his/her presence at any time is felt undesirable.

D. DISCIPLINE

- a) No persons of the Second Party shall leave the premises where they have been deployed without the permission of the First Party.
- b) It is understood between the parties hereto that the Second Party alone shall have the right to take disciplinary action against any person engaged/employed by it, while no right shall vest in any such person deployed to raise any dispute and/or claim whatsoever against the first Party. First Party shall under no circumstances be deemed or treated as the Employer in respect of persons engaged/employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim(s) whatsoever, of any such operators.

E. NATURE OF AGREEMENT

The parties hereto have considered, agreed to and have clear understanding on the following aspects:

- a) This agreement is for providing the aforementioned for conducting Internal Audit of Accounts for the year 2010-11 & 2011-12. It is clearly understood by the Second Party that the persons employed by the Second Party for providing the services as mentioned herein, shall at no point of time be said or deemed to be in the employment of the First Party and shall be the employees of the Second Party only and not of the first party. The persons engaged by the Second Party shall have accordingly no claim or right of employment, right of absorption/regularization or any concession or relaxations for the same etc. with the First Party. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the Second party who shall be liable to make timely payment to its said employees towards their monthly wages/salaries and other dues like PF/ESI/EPF, minimum wages, gratuity etc.
- b) First Party shall not be liable for any obligations and/or responsibilities contractual, legal or otherwise, towards the Second Party's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- c) The employees/personnel of Second Party rendering the services under this Agreement shall never be deemed to be the employees of First Party in any manner whatsoever and shall not be entitled from the First Party for employment, salary/wages, damages, compensation or anything arising from their deployment by Second Party for rendering the said services.

F. STATUTORY COMPLIANCES

- a) Second Party shall obtain all registration(s)/permissions(s)/license(s) etc. which are/may be required under any legislations for providing the services under this Agreement.
- b) It shall be the Second Party's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the service under this Agreement. The Second Party indemnifies and shall always keep First Party indemnified against all losses, damages, claims/actions taken against First Party by any Authority/Office in this regard.
- c) The Second Party undertakes to always comply with the applicable provisions of all legislations, if applicable, for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all Govt. laws concerning employment of staff employed by the Second Party and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Second party is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirements of law.
- d) Nothing contained in this Agreement shall be construed as establishing, creating or implied between the Parties (including the Personnels engaged by the Second Party), a relationship of master and servant or principal and agent.
- e) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any automatic absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the service provider (the Second Party) for any engagement, service or employment in any capacity in any office or establishment of the First Party.
- f) The Second Party declares and agrees that this Agreement does not amount to employment with the First Party nor confer any right on the Second Party or its engaged Personnel, nor any representation by the First Party as to the possibility or preference in employment at any time in future in respect of Personnel of the Second Party in any office/establishment of the First Party.
- g) The Second Party shall at all time indemnify the First party/the Government against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Second Party's employees, Personnel or agents or by any other Third Party resulting from or by any services rendered or operation conducted by or on behalf of the Second Party.

- h) The Second Party shall notify the First Party/the Government of any material change in their status, shareholding or that of any Guarantor of the Second Party in particular, where such change would impact on performance of obligations under this Agreement.

G. INDEMNIFICATION

- a) The Second Party shall always, at its own expenses, make good any loss or damages suffered by the first Party as a result of the acts of commission or omission, negligently or otherwise while providing the said services at any of the premises of the first party or otherwise.
- b) The Second Party shall at all times indemnify and keep indemnified the first Party against any claim on account of disability/death of any of its persons caused while providing the services within/outside the premises of the First Party which may be made under Workmen's Compensation Act, 1923 or any other Act or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any person of the Second Party or in respect of any claim, damage, or compensation under Labour laws or rules made there under by any person whether in the employment of the Second Party or not who provided or provides the services at the place of the First Party or any other premises of the First Party as provided hereinbefore.
- c) The Second Party shall at all times indemnify and keep indemnified the first Party against any claim by any third party for any injury, damage, to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the First Party's premises or before and after that.
- d) That, if at any time, during the operation of this Agreement on thereafter the First Party is made liable in any manner whatsoever by any order, direction or otherwise of any court, Authority or Tribunal, to pay any amount whatsoever in respect of or to any of the present or ex-personnel of the Second Party or to any third party in any event not restricted but including as mentioned in sub-clauses no. (a), (b) and (c) herein above, the Second Party shall immediately indemnify and pay to the First Party all such amounts and costs also and in all such cases/events the opinion of the First Party shall be final and binding upon the Second Party. The First Party shall be entitled to deduct any such amounts as aforesaid, from the Security Deposit and/or from any pending bills of the Second Party.

H. LIABILITIES AND REMEDIES

In the event of failure of the Second Party to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the First Party shall be entitled to procure services from other sources at the risks and cost of Second Party and the Second Party shall be liable to pay forthwith to the First Party the difference of payments made to such other sources, besides agreed pre estimated liquidated damages at double the rate of payment.

I. LOSSES SUFFERED/CAUSED BY SECOND PARTY

- a) The Second Party shall not claim any losses, damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, defaults or error in judgment on part of itself and/or its persons in rendering or non-rendering the services under this Agreement.
- b) Any loss/damage to the property of the First Party due to negligence of the second party shall have to be borne by the Second Party.

J. TERM

This Agreement shall be effective w.e.f _____ up to _____ and can be considered to be extended further for such period and on such terms and conditions as may be deemed fit and proper by the First Party.

K. TERMINATION

- a) Either party can terminate this Agreement by giving three months written notice to the other without assigning any reason and without payment of any compensation thereof. However, the First party shall give only seven days notice for the termination of this agreement to the Second Party when there is a major default in the compliance of the terms and conditions of this Agreement or the Second Party has failed to comply with its statutory obligations. Decision of the First Party in this regard shall be final.
- b) If Second Party commits breach of any covenant or any clause of this Agreement, First Party may send a written notice to the Second Party to rectify the breach within the time limit specified in the notice. In the event Second Party fails to rectify the breach within the stipulated time, the Agreement shall forthwith stand terminated and Second Party shall be liable to the First Party for losses or damages on account of such breach.

L. ASSIGNMENT OF AGREEMENTS

This Agreement is executed on the basis of the Current management structure of the Second Party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement forthwith.

M. COMPOSITION AND ADDRESS OF SECOND PARTY

- a) The Second Party shall furnish to the First Party all relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Second Party and proof of its registration with the concerned Govt. Authorities required for running such a business of the Second Party.
- b) That the Second Party shall always inform the First Party within 30 days in writing, about any change in its address or the names and addresses of its key personnel. Further, the Second Party shall not change its ownership without the prior approval of the First Party.

N. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

FIRST PARTY

Dr. B. Borooah Cancer Institute
Gopinath Nagar, A. K. Azad Road
Guwahati-781016, Assam, India

SECOND PARTY

.....

O. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Second Party may have access to confidential information of First Party and it undertakes that it shall not, without the First Party's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive the period of five years from the date of expiry of this Agreement or earlier termination thereof.

P. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this Agreement. If required, shall only be made in writing.

Q. AMENDMENT/MODIFICATION

The parties can amend this Agreement at any time, However, such amendment shall be effective only when it is reduced in writing & signed by the authorized representatives of both parties hereto.

R. CAPTIONS

The various Captions used in this Agreement are for Organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the Text, the Text shall prevail.

S. WAIVER

At any time any indulgence or concession granted by the First Party shall not alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concessions shall have been granted. Further, the failure of the First Party to enforce at any time, any of the Provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Second Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of the first party enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

T. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, Civil commotion, strike, acts of terrorism, labour disputes and governmental or public authorities demands or requirements.

U. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made / executed at GUWAHATI for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the Sole Arbitrator to be appointed by the Secretary, Ministry of Labour and Employment, Government of India. The award given by the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be in NOIDA.

V. GOVERNING LAW/JURISDICTION

The applicable law governing this Agreement shall be the laws of India and within the jurisdiction of Gauhati High Court.

W. TWO COUNTERPARTS

This Agreement is made in Duplicate. The Second Party shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above, In the event of commencement of work order against this Agreement without prior submission of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

()
FOR & ON BEHALF of
DR. B. BOROOAH CANCER INSTITUTE

()
FOR & ON BEHALF OF

.....
Witness 1.

.....
Witness 2.