



**GOVERNMENT OF ASSAM
THE PRINCIPAL CUM CHIEF SUPERINTENDENT LAKHIMPUR
MEDICAL COLLEGE & HOSPITAL, NORTH LAKHIMPUR**

**E- TENDER DOCUMENT FOR OPERATION &
MAINTENANCE OF PAY & USE TOILET BLOCKS AT
LAKHIMPUR MEDICAL COLLEGE & HOSPITAL, NORTH**

IFB NO. LMC/118/2026/1245

Date: 20/06/2026

(TWO BID SYSTEM)

Date and Time for Publishing of E-Bid Document	6:00 P.M of 20/06/2026
Date & Time of start of Download of e-Bid Document	5:00 P.M of 21/06/2026
Site verification/Spot survey	10:00 A.M of 23/06/2026 to 5:00 P.M of 11/07/2026
Date and Time of Pre-Bid Meeting	1:00 P.M of 29/06/2026
Date and Time of Start of Bid Submission	12:00 P.M of 23/06/2026
Date and Time of End of Bid Submission	12:00 P.M of 14/07/2026
Date and Time of Opening of E-Technical Bid	1:00 PM of 14/07/2026
Tentative Date and Time of Opening of e-Price Bid	Shall be communicated only to the technically qualified bidders subsequently

Tender document may be downloaded from –
Institute's website: <https://lakhimpur-mch.assam.gov.in> (for reference) and
e-portal site: <https://assamtenders.gov.in>

Lakhimpur Medical College & Hospital, North Lakhimpur, Assam
Saboti, Nakari Road, Chowkham, P.O. Saboti-787051, Assam, India
E -mail: lmcnorthlakhimpur@gmail.com Web site: <https://lakhimpur-mch.assam.gov.in>

Sd/-

Signature of the Authority/Official

Principal cum Chief Superintendent,
Lakhimpur Medical College & Hospital,
North Lakhimpur, Assam

INDEX

Sl. No.	Description
1	Tender Notice , Forms, Checklist
2	CHAPTER – I General Instructions to be followed while submitting Tender Booklet
3	CHAPTER – II General Terms and Conditions for Operation of Contract, position of toilet block

E-Tender Notification

E-Tender for Operation and Maintenance of Toilet Blocks on 'Pay & Use' basis at Lakhimpur Medical College & Hospital, North Lakhimpur

IFB NO. LMC/118/2026/1245

Date: 20/06/2026

The Principal cum Chief Superintendent, Lakhimpur Medical College & Hospital, North Lakhimpur invites online bid from **NGOs/Agencies/Public Private Partnership firms/Registered Company /Individuals** under two bid system for allotment of contract for Operation and Maintenance of Toilet Blocks on 'Pay & Use' Basis near Hospital Building 2 Nos. (Male & Female) at **Lakhimpur Medical College & Hospital, North Lakhimpur** for a period of **2 (two) years**.

Name of Institution	Reserve Price per month	EMD	Tender Processing Fees
Lakhimpur Medical College & Hospital, North Lakhimpur, Assam	₹ 10000/- (Rs. Ten Thousand only)	₹ 20000/- (Rs. Twenty Thousand only) Submitted through online mode i.e. State Bank Multi Option Payment System (SBMOPS) on https://assamtenders.gov.in	₹ 1000/- (Rs. One Thousand only) Submitted through online mode i.e. State Bank Multi Option Payment System (SBMOPS) on https://assamtenders.gov.in

Tender forms with Terms & Conditions will be available in the e-portal: www.assamtenders.gov.in & official website at <https://lakhimpur-mch.assam.gov.in/> from 21/06/2026.

The respective bidders may visit site for survey for participation in bidding process as per schedule. Any clarifications regarding bid document or any bidders may attend in the pre-bid meeting schedule to be held on 29/06/2026 at 1.00 P.M onwards.

The Bid should be submitted online on or before 14/07/2026 up to 12.00 P.M. It will be opened on the same day at 1:00 P.M.

The tenderer or their representative may remain present at the time of opening of tender with proper identification & authorization. If the Authority unable to open the tender as specified in the NIT due to holiday or for any other reason which is beyond the control of LMCH administration, the tender will be opened on next working day at the same time and place.

Hardcopy of technical bid containing necessary supporting documents, Tender Form duly filled in all respect and signed with seal on each page **MUST** be addressed to the **"Principal cum Chief Superintendent, Lakhimpur Medical College & Hospital, Saboti, Nakari Road, Chowkham, North Lakhimpur, Assam Pin code- 787051"** in sealed cover super scribing **"Tender for operation and maintenance of toilet blocks on 'Pay & Use' basis at Lakhimpur Medical College & Hospital, North Lakhimpur"**. No hardcopy of financial bid shall be submitted along with the bid.

Signature with Seal of the Bidder

TECHNICAL CHECKLIST

E-Tender for Operation and Maintenance of Toilet Blocks on 'Pay & Use' basis at Lakhimpur Medical College & Hospital, North Lakhimpur

IFB NO. LMC/118/2026/1245

Date: 20/06/2026

Sl.no.	Particulars	Remarks
1	Present residential address (address Proof) such as,- Municipal Tax Receipt, Electric Bill, House Rent Bill, Aadhaar card or Ration Card, Passport/Water Bill etc.(Photocopy any one of these)	
2	Details of Tender Processing Fees of Rs. 1000/- submitted through online	
3	Details of EMD lumpsum of Rs. 20,000/- submitted through online	
4	PAN Card of the Bidder	
5	GST Registration certificate.	
6	Valid Trade License/ incorporation certificate/ Copy of Registration Certificate/Bye laws/Partnership deed/ issued by Competent Authority or undertaking for Sole proprietorship firm (duly notarized). (any one to be attached as per the status)	
7	Registration with Registrar of Companies (if applicable)	
8	Power of Attorney (if applicable)	
9	Affidavit About No Conviction From Notary Public/ Judicial Magistrate / Executive Magistrate.	
10	Income Tax Returns submitted for the last three financial year (2023-24, 2024-25, 2025-26).	
11	Total turnover for the last three financial year (2023-24, 2024-25, 2025-26) should not be less than ₹10 Lakhs. Necessary certificate issued by Chartered Accountant is to be attached.	
12	The Tenderer must have prior experience (preferable, not mandatory) of Operation & maintenance of pay & use toilet in Government /Government aided organization/ PSUs/Hospitals. Completion Certificate from the concerned department will have to be furnished along with the tender Document. (Form -A)	
13	Application in the prescribed format given in Annexure I	
14	No Conviction Certificate in the prescribed format given in Annexure II	
15	Tenderer Letter Head Annexure III	

APPLICATION FORMAT

(To be furnished in the Company's official letter pad with full address and contact no, E mail address etc)

To,

**The Principal cum Chief Superintendent,
Lakhimpur Medical College & Hospital,
North Lakhimpur, Assam**

Sub: NIT for Operation & Maintenance of Pay & Use toilet at the Campus of the Lakhimpur Medical College & Hospital, North Lakhimpur, Assam for the year 2026-27 & 2027-28

Ref: - IFB NO. LMC/118/2026/1245 Date: 20/06/2026

Sir,

Having examined the Technical Bid & NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. I/We declare

1. We accept the terms and conditions as laid down in the NIT mentioned above and declare that we shall abide by it for throughout the tender period.
2. We declare that we have not been convicted by any law in force from any competent authority or by any Court of law.
3. We propose that the order and bill should be raised in favour of M/S.....having its office at.....
..... (Address with contact no and e mail address).
4. The Documents as prescribed in the tender are furnished herewith.
5. We understand that:
 - Tender Selection Committee can amend the scope & value of the contract bid under this project.
 - Tender Selection Committee reserves the right to reject any application without assigning any reason thereof.

Date:

Signature of applicant:-

Contact no:-

Draft Affidavit Proforma

I, Sri/Smt.
The Managing Director /Proprietor (etc.) of the Firm.....(Name of the firm) at
(address.....P.O.....
P.S.....Dist..... do hereby solemnly
affirm and declare as follows:

- That I have never been convicted of any offence making myself liable to be disqualified for Operation & Maintenance of “**Pay & Use Toilet**” in any Govt. or Govt. undertaking Organization/Institution in the State of Assam or other States.
- That no case is pending against me or my firm in any criminal court of law (If any case is pending, state the details).
- That, I also declare that if any information furnished by me is subsequently found incorrect or false, it will automatically render the tender submitted by me cancelled and make me liable for penal/legal action as per law.
- That I do further affirm that the statements made by me in this tender are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Deponent (s).

Annexure III
(On Tenderer's Letter Head)
CERTIFICATE

To,
The Principal cum Chief Superintendent,
Lakhimpur Medical College & Hospital,
North Lakhimpur, Assam

Sir,

It is certified that I/we have studied and understood the terms and conditions of the tender **(IFB NO. LMC/118/2026/1245 Date: 20/06/2026)** for Operation & Maintenance of **PAY & USE TOILET** at the Campus of the Lakhimpur Medical College & Hospital, North Lakhimpur, Assam and hereby agree to abide by the said conditions. I / We will be liable for forfeiture of my / our "EMD "in case I/ We could not execute the awarded work as per terms and conditions laid done in the bid document. I / We will execute the work as per the rates quoted in the attached schedule for the entire period of contract and are bound to undertake work within 1 (one) week from the date of issue of letter of Award of Contract

AUTHORISED SIGNATORY (Bidder's Seal)

FORM 'A'

PERFORMANCE STATEMENT (Submit with documentary evidence)

Tender Reference No: _____ Date of opening: _____ Time: _____

Name of the Bidder: _____

Address of the Bidder: _____

Order placed by (full address of Purchaser)	Order No. and date	Ordered For	Period of Contract	Value of order (Rs.)	Was the Contract performed Satisfactorily (attach documentary evidence)

Dated:

Signature and seal of the Bidder

**FORMAT FOR CHECK LIST IN RESPECT OF
“E- TENDER FOR OPERATION & MAINTENANCE OF PAY & USE TOILET AT LMCH
CAMPUS FOR THE YEAR 2026-27 & 2027-28”**

IFB NO. LMC/118/2026/1245

Date: 20/06/2026

Name of the Tenderer: _____

Full Address of the Tenderer: _____

E-Mail: _____

Contact person relating to vendor & Mob. No. :- _____

Tendering as: reputed contractor/ Sole Proprietorship Firm / a Partnership Firm / a Private Co/ Public Ltd.Co./ a Public Sector Undertaking / a Statutory Body / a Co-operative Society/a NGO (Strike out which is not applicable)

Average Annual Turn Over: Rs(Documentary evidence should be submitted)

Sl.no.	Items	Please mark		Page no.	Remarks (for office use only)
1	Details of Tender Processing Fees of ₹1000/- submitted through online	Yes	No		
2	Details of EMD lump sum of ₹20,000/- submitted through online	Yes	No		
3	PAN Card of the Bidder	Yes	No		
4	GST Registration certificate.	Yes	No		
5	Valid Trade License/ incorporation certificate/ Copy of Registration Certificate/Bye laws/Partnership deed/ issued by Competent Authority or undertaking for Sole proprietorship firm (duly notarized). (any one to be attached as per the status)	Yes	No		
6	Registration with Registrar of Companies (if applicable)	Yes	No		
7	Power of Attorney (if applicable)	Yes	No		
8	Affidavit About No Conviction From Notary Public/ Judicial Magistrate / Executive Magistrate.	Yes	No		
9	Income Tax Returns submitted for the last three financial year (2023-24, 2024-25 & 2025-26).	Yes	No		
10	Firm's turnover certificate for the last three financial year (2023-24, 2024-25 & 2025-26) issued by Chartered Accountant (should not be less than ₹10 Lakhs) is to be attached.	Yes	No		
11	Details of experience (preferable, not mandatory) for running Pay & Use toilet block. (Documentary proof should be attached)	Yes	No		
12	Application in the prescribed format given in Annexure I	Yes	No		
13	No Conviction Certificate in the prescribed format given in Annexure II	Yes	No		
14	Tenderer Letter Head Annexure III	Yes	No		
15	The Tenderer must have experience (preferable, not mandatory) of Operation & maintenance of pay & use toilet in Government /Government aided organization/ PSUs/Hospitals. Completion Certificate from the concerned department will have to be furnished along with the tender Document. (Form –A)	Yes	No		

CHAPTER I

General Instructions to be followed while submitting tender.

1. The Tender shall be submitted online only. After successful submission of tender through online, bidder must submit the sealed envelope and it should be super scribed as, ***“Tender for allotment of contract of toilet blocks for operation and maintenance on ‘Pay & Use ’basis at Lakhimpur Medical College & Hospital, North Lakhimpur”.***
2. **NO HARDCOPY OF FINANCIAL BID SHALL BE SUBMITTED ALONG WITH THE TENDER.**
3. While submitting Tender, each page of Tender Document should sign with stamp by the bidder.

If the Tenderer(s) fails to furnish any of the requirements at the time of submission of the tender, the tender is liable to be rejected.

4. The tenderer must obtain for himself on his own responsibility and his own expenses all the information which may be necessary for the purpose of filling a tender and acquaint himself with all the local conditions, means to access work, nature of work and all matters pertaining thereto.
5. The contract will be awarded on **“As is where is”** basis. Any dispute regarding condition of toilet blocks or any other deficiencies will not be entertained after allotment of contract. The contractor has to operate and maintain the toilet blocks available at the LMCH presently. The contractor may have inspection of the same prior to submission of bid.

I. EARNEST MONEY DEPOSIT (EMD)

- EMD should be submitted online only.
- If the tenderer fail to observe or comply with the aforesaid stipulations, the Earnest Money Deposit amount shall be forfeited by the LMCH.

II. FORFEITURE OF EMD:

Tenderer, whose tender has been accepted and communicated on the offer of the contract on his/her favour through LOA, declines or fails to remit the license fee/security deposit or/execute an agreement in the prescribed form within 15 days from the date of issue of letter of acceptance of the offer, the EMD remitted by that tenderer will be forfeited by the LMCH Authority. If licensee fails to commence the operation of contract within 15 days from the acceptance of LOA, the EMD/License Fee paid is liable for forfeiture.

III. ELIGIBILITY CRITERIA:

1. **The bidder should fulfill all the terms & conditions as laid down in the tender document.**
2. **It would be deemed that by submitting the bid, the bidder has made a complete and careful examination of bid document initiated by LMCH and obtained all relevant information about the tender.**

Signature with Seal of the Bidder

IV. SUBMISSION OF THE TENDER FORM

The tender form should contain the following documents without which the tender will not be considered.

Mandatory Documents:

- Details of Tender Processing Fees of ₹ 1000/- submitted through online
- Details of EMD lump sum of ₹ 20,000/- submitted through online
- PAN Card of the Bidder
- GST Registration certificate.
- Valid Trade License/ incorporation certificate/ Copy of Registration Certificate/Bye laws/Partnership deed/ issued by Competent Authority or undertaking for Sole proprietorship firm (duly notarized). (any one to be attached as per the status)
- Registration with Registrar of Companies (if applicable)
- Power of Attorney (if applicable)
- Income Tax Returns submitted for the last three financial year (2023-24, 2024-25 & 2025-26).
- Firm's total turnover certificate for the last three financial years (2023-24, 2024-25 & 2025-26) issued by Chartered Accountant (should not be less than ₹10 Lakhs) is to be attached.
- Details of prior experience (preferable, not mandatory) for running Pay & Use toilet block. (Documentary proof should be attached)
- Application in the prescribed format given in Annexure I
- No Conviction Certificate in the prescribed format given in Annexure II. (Affidavit from Notary Public/ Judicial Magistrate / Executive Magistrate)
- Tenderer Letter Head in Annexure III
- The Tenderer must have experience (preferable, not mandatory) of Operation & maintenance of pay & use toilet in Government /Government aided organization/ PSUs/Hospitals/Urban Area. Completion Certificate from the concerned department will have to be furnished along with the tender Document. (Form –A)
- Any other information which may be relevant to this tender

Note: All credentials should be authenticated with sufficient documentary proof.

V. VALIDITY OF THE OFFER

1. The tender is valid for a period of 365 days from the date of receiving of tenders. The LMCH Administration reserves the right to extend the validity of tenders at its discretion, if necessary. Further the LMCH Administration reserves the right to accept/negotiate with the tenderer.
2. The LMCH Administration reserves the right, to reject the tender(s) without assigning any reason thereof and is not bound to accept the highest value offered in the tender. In this connection, the LMCH Authority reserves to right to decide all matters related to eligibility and selection of bidder for award of contract.
3. If the tenderer withdraws his offer before the LMCH Administration accepts or rejects the same or before 365 days from the receipt of tender (whichever is earlier) the earnest money deposit (EMD) shall be forfeited.

Signature with Seal of the Bidder

VI. REALIZATION OF USER CHARGES BY THE SERVICE PROVIDER

The service provider can charge the user of this facility presently at the following rates. The rates can be reviewed twice in a year on mutually agreed terms during the contract period. The rate list should be displayed at noticeable location /entry points to the location. The service provider should issue receipt to the user for service provided.

Name of the institution	For bathroom & latrine	Bath	Latrine	Urinal
Lakhimpur Medical College & Hospital, North Lakhimpur	Rs. 20/-	Rs.10/-	Rs. 10/-	Rs. 5/-

Note:-Service provider should make provision of POS Machine, Paytm, GPay, PhonePe, Bhim or any UPI App for cashless payment.

VII. ELECTRICITY AND WATER CHARGES

Electrical and Water connection to the facility will be provided by LMCH from the nearest available electrical and water source from where service provider has to extend connection at his own cost. Separate electric meter and water flow meter will be installed and maintained by service provider. Necessary bills for the consumption beyond the following permissible free limit will be borne by the service provider.

Water charges	Electricity charges
Upto 30,000 litres/month free (@1000 litres/day) and thereafter payment as per actual consumption. No service charge will be levied.	Free for the first 100 units on monthly basis and beyond 100 units actual consumption of electricity will be charged as per APDCL rates. No service charge will be levied.

VIII. CLEANING, MAINTENANCE & OPERATION OF PAY & USE TOILET

The cleaning operation should be done at fixed intervals as per minimum specific schedule prescribed thereof by the LMCH administration and in case of high patronization additional number of cleaning activity should be ensured.

The minimum schedule of cleaning activity prescribed is as under:

Activity planned	
Washing	Twice a day
Air Freshner spray	Twice a day
Wet cleaning of glass walls and mirrors.	Twice a day
Stain removal on walls	Once a day
Garbage disposal to municipal dumping area	Twice a day

The schedule mentioned above pertains to the minimum cleaning activity. Contractor will be bound to clean the Pay and Use toilets and premises as per above schedule and additional cleaning shall be done as and when required. Execution of the maintenance activity shall be recorded in a register maintained by the service provider and shall be verified by the official nominated by the authority from time to time.

Non maintenance of records will be considered as violation of contract clause and suitable penalty will be imposed. If repeated violation is noticed in this regard, action of terminating the contract will be initiated by LMCH administration at the risk and cost of the bidder.

Signature with Seal of the Bidder

IX. MAINTENANCE WORK BY SERVICE PROVIDER

- All repairs and routine maintenance of electric fittings, potholes, cracks, sanitary fittings, drainage and signage should be attended immediately by the service provider.
- Cleaning of septic tank including safe disposal of their contents and maintenance of sewerage system.
- White washing and painting as and when required.
- Mechanized grinding and polishing of floor surface of the toilet complex shall be done at least once a year.
- Prevention of any encroachment in and around the facility.

X. PAYMENT OF LICENSE FEE

- The service provider shall pay license fee as agreed to the LMCH on monthly basis for normal pay and use (maintenance & operation). The reasonability and workability of license fee quoted by service provider against anticipated licensee fee will be decided by the tender committee initiated in this regard and their decision will be final.
- The first license fee will be paid prior to commencement of operation by fifteen days and subsequent period license fee shall be payable in advance by 15 days prior to completion of earlier license fee duration. License fee will be paid through party's own account vide demand draft or banker's cheque/online mode made in favour of **"HOSPITAL MANAGEMENT SOCIETY(LMCH)" payable at IDBI, North Lakhimpur Branch (A/c No 1224104000093019, IFSC Code: IBKL0001224).**
- Without prejudice to any other right that may be available to LMCH in the agreement entered with the service provider or otherwise, delay in payment of license fee shall attract interest equal to prevalent prime lending rate +2% per annum calculated for the number of days of default commencing from the date from which the license fee falls due.
- If the licensee delays payment of lump sum license fee, a notice after the first default will be issued to pay the license fee within a grace period of one month with interest. If no payment is received within this grace period, seven days' notice shall be issued to be followed by 48 hrs notice, if necessary, and contract shall be terminated at the risk and cost of licensee forthwith and security deposit of service provider will be forfeited. In addition to forfeiture of security deposit the assets so created becomes LMCH property and licensee will have no claim whatsoever in this regard.

XI. SECURITY DEPOSIT

- Service provider shall furnish to LMCH (in the manner and form acceptable to LMCH) a Security deposit for an amount equal to yearly license fee, within 15 days from the issue of letter of award (LOA).
- In no case, the contract will operationalize/commence without deposition of Security Deposit (SD).
- The Security Deposit should be in the form of FD. Details will be provided by the Institute at the time of agreement.
- Notwithstanding anything to the contrary contained in the agreement, in the event of any default or breach by the service provider of any of its obligations under the agreement, LMCH shall be entitled, at its sole discretion, to invoke and appropriate the Security Deposit, in whole or in part, towards satisfaction of its claims against the service provider, by way of imposition of penalties or otherwise, without prejudice to any other rights or remedies available to LMCH under the agreement.

Signature with Seal of the Bidder

XII. TAX LIABILITY

- The Service Provider shall be responsible for all the taxes to be paid to the State Govt./Central Govt./Local civic agencies for the services rendered by them. There will be no tax liability upon the LMCH whatsoever on any account.
- It will be the sole responsibility of the licensee/service provider to pay the service tax at the prevailing rates to the service tax authority and submit the copy of the returns to the LMCH authority.

XIII. COMPLAINTS AND SUGGESTIONS

- While the Service Provider is responsible for ensuring a complaint free service, they should also maintain a complaint and suggestion register at the toilets, which should be made available to the users. A notice to this effect may be displayed at the entry points to the toilets.

XIV. AGREEMENT

- The Service Provider has to sign an agreement within 15 days of contract allotment letter and after signing the agreement, shall not transfer, sublet or dispose of the rights and benefits under the Agreement except with prior written consent of LMCH, to which the LMCH authority shall be entitled to decline without assigning any reason whatsoever.
- The LMCH Authority shall not be responsible for any transactions in any manner between service provider and any third party and liable for consequential damages or compensation nor binding to any conditions whatsoever.
- The service provider shall be responsible to indemnify the LMCH Authority in case of any damages claimed for any injury or whatsoever sustained by any third party or LMCH personnel of any act of omission by the contractor or his agents or found vicariously liable to compensate by any authority or court of law. The amount as falling due on such claims or as per agreement clause would be lawfully recoverable from his security deposit.
- In the event of any dispute or difference arising under these conditions or any special condition of contract or in connection with this contract, the same shall be referred to the court of law under jurisdiction of LAKHIMPUR district, Assam
- The service provider should subject the employees working under the contract to insurance scheme promoted by Government of India directed towards up-liftment of socially/economically backward class persons employed for service.
- The contractor shall not interfere with, damage, alter or obstruct any communication systems or any other installations of the LMCH Authority without prior written consent of the LMCH Administration.
- The LMCH Administration shall not be responsible or liable to pay any compensation or refund any portion of the license fee to the contractor for any reasons whatsoever.
- The contractor shall be responsible to indemnify the LMCH Administration for any claim by an person for the provisions of various acts enacted by the Central/State Governments, such as payment of Wages Act, Workmen's Compensation Act, hours of employment regulation Act, employment of children acts etc., and at no point of time should LMCH be drawn into litigation on these counts.
- The contractor shall not assign, sublet or transfer the contract in full or in part. If it is found that the contractor has sublet either in full or in part the LMCH Administration will terminate the contract with a notice period of 30 days duly forfeiting the security deposit and confiscating other material of the contractor, if any.

Signature with Seal of the Bidder

XV. TERMINATION OF CONTRACT.

The LMCH can terminate the contract in case of continued non-compliance of Service Conditions (two written complaints from LMCH authority) by the Service Provider with one month's notice or due to non-payment of license fee as per schedule after due notice. On termination of the contract the assets will then be transferred to LMCH at the risk and cost of service provider and the LMCH will be free to lease the assets on further contract.

XVI. PUNITIVE CLAUSE.

The LMCH authority or his authorized representatives shall have free access at all times of the said premises for inspection of daily proceedings, including inspection of cleanliness, quality of buckets, mugs, etc. being used. The penalties can be imposed on account of excess user rate charging, complaints or deviation from the agreement clause, etc. and it can vary from ₹ 2000/- to ₹ 6000/- per occasion depending upon the gravity of the situation.

XVII. LOSS AND THEFT OF PROPERTY:

The Service Provider shall be solely responsible for the up keep of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to continue to keep the complex operational and available for use.

XVIII. INDEMNITY:

- The LMCH Authority shall not be responsible for any loss/damages to any financial agencies, commercials outfits' consequent on the termination of the contract for whatsoever reasons.
- The contractor shall not be entitled to any claim against the LMCH Authority for any damages, loss etc. that the contractor may sustain on account of fire or any other causes attributable to carelessness on the part of licensee.
- In the event of the death of the contractor during the contract period, the legal heirs of the deceased namely wife, son, daughter, widow dependent daughter-in-law may be allowed to continue the remaining portion of the contract purely at the discretion and permission of the LMCH Administration on production of legal heirs' certificate subject to fulfilling the terms and conditions stipulated in the agreement.
- The agreement shall at all times be open to revision and amendment by the LMCH Administration after giving one month notice in writing of such revision or amendment at the end of which any revision or amendment shall take effect, unless the contractor has objected there to in writing giving 15 days after the receipt of said notice.
- The existence of any dispute or difference, or the initiation or continuance of arbitral proceedings, shall not postpone or delay the performance by the parties of their respective obligations under this Agreement.
- Subject to the other provisions of this Agreement, all notices to be given on behalf of the Governor of Assam, and all other actions to be taken on his behalf, may be given or taken by the Principal-cum-Chief Superintendent, LMCH.
- Save as otherwise expressly provided herein, no agreement, whether oral or written, purporting to vary, waive, abandon, amend, or otherwise alter the terms of this Agreement shall be valid, binding, or enforceable unless and until it is incorporated into a formal supplementary agreement in writing and signed by the parties.
- If a person whose tender has been accepted fails or declines to remit the license fee and other charges due within 15 days, execute the agreement, and take up the contract from the date of acceptance of the tender, the earnest money deposited shall be forfeited by the LMCH Administration as liquidated damages.

Signature with Seal of the Bidder

XIX. OTHER TERMS & CONDITIONS

- The Service Provider shall ensure that the premises are not used for any purpose other than that for which it is allowed under the Agreement. The premises should not be used for playing games, cards etc., which involves stakes/betting etc.
- LMCH shall have the right to cancel/revoke/terminate the agreement at any stage in case of breach of any of the stipulated terms and conditions by the Service Provider or if their performance is not found satisfactory. In such circumstances the security deposit shall be forfeited.
- The sites and the works assigned to the Service Provider by the LMCH shall not be transferred by the former to any person, Trust, Society or Institution in any manner whatsoever at any time, whether during or after the termination of the agreement.
- The Service Provider shall not use or allow any person to use such toilets for residential purpose.
- In case of termination of contract before completion of contract tenure of the pay & use toilets, the same can be operated through Quotation from eligible bidders so as to cover the intervening period for operation and maintenance through fresh service provider to the toilets. This short gap arrangement should not be more than 06 months.
- If contract is run through short term quotation as stated above, advance license fee for the period of operation needs to be taken from the service provider. In addition to this Security deposit equal to half of the license fee will be taken in the prescribed format and the same will be refunded on successful completion after ascertaining 'No dues' against the service provider.
- The contract will be for a period of 1 (one) years from the date of issue of acceptance letter. On satisfactory performance it may be extended for further period of 1(one) year with mutual consent of the authority.
- The service provider has to run full term of the contract period as notified. In the event of resigning the contract before the full term of the contract period, the Security Deposit and license fee paid in advance will be forfeited.

XX. RIGHT TO ALTER OR ADD RULES

- LMCH reserves the right to alter or add to the above rules and such alterations and additions shall be binding on the service provider from the date of such notifications issued thereof. Such alterations will be made with appropriate notice and with approval of authority.

Signature with Seal of the Bidder

CHAPTER-II

GENERAL TERMS & CONDITIONS FOR OPERATION OF CONTRACT

1. **Period of Contract:** The license shall be given to the qualifying parties for a period of 1 (one) year and on satisfactory performance it may be extended for further period with mutual consent of the authority.
2. Use of latrine for LMCH staff on duty shall be free on showing proof of identity.
3. The rate list should be displayed at noticeable locations/entry points to the toilets.
4. The levy of charges other than the tariff is strictly not permitted and complaint to this effect from public will be liable for penalty or termination of contract without prior notice.
5. Scope of the contract may be modified by the LMCH Authority if there is change in number of Bathrooms or any other unit which will have effect on the license fee, the same will be revised accordingly.
6. **Operation and Maintenance of normal Pay & Use toilets:**
 - a) User rate should be displayed prominently at the entrance of the toilet complex.
 - b) Adequate number of cleaners to be posted. Gender specific cleaners (Female cleaners for Female toilet block) must be inducted.
 - c) The staff provided should be literate and courteous towards the users.
 - d) Employees schedule of work to be provided.
 - e) Standard cleaning materials and equipments should be used.
 - f) Ensure proper cleanliness.
 - g) Ensure safety and security of users.
 - h) Prevention of any encroachment in / adjoining the toilet blocks.
 - i) It will be the responsibility of the service provider to ensure proper litter/garbage disposal of drainage up to the outfall and any chocking of drainage should be attended to promptly.
 - j) Proper litter/garbage disposal beyond LMCH limits or at the location as approved by LMCH should be done by the Service provider.
 - k) Cleanliness/Hygiene of surroundings of toilets (3 to 5 meters around) should be ensured by the Service Provider.
 - l) Use of anti-odor material like naphthalene balls, air freshener etc. is to be ensured.
7. **Cleaning Agents:** The cleanliness of the toilet is the sole responsibility of the Contractor. All the cleaning agents used for cleaning shall be bio-degradable, environment friendly so that it does not cause any harm to the users and the objects for which it is used. It shall follow all the mandatory International and National standards of chemicals.
8. Sufficient staff shall be deployed by the contractor in specified uniform with a clear and readable name tally, round the clock at these toilet blocks. The uniform must be prior approved by LMCH authority to prevent overlap or similarity with other outsourced staff. In case of non-availability of contractors' persons at toilet blocks or for its staff being found without uniform, penalty shall be levied.
9. The contractor or his deputed staff shall not do any unauthorized business at toilet blocks or other than toilet block of existing/constructed site. No area shall be occupied by the contractor or his person. In case of such incident, the contract shall be terminated. Consumption of alcoholic drinks or other objectionable items in LMCH premises by the staff of contractor shall lead to termination of the contract.
10. Any misbehavior with public or users by the contractor's staff shall be the responsibility of the contractor for which a fine will be levied and contractor shall not deploy the person in service again.
10. Any loss to the LMCH property due to mischief or behaviour of the contractor's staff shall be the responsibility of the contractor, for which he has to indemnify the users or authority. In case of non-compliance to authority's decision, the contract will be terminated.

11. Contractor should provide plastic mug, bucket, branded floor wipers, mops (dry & wet) of good quality in the bathroom and toilets. The contractor should replace these from time to time. Separate Bio degradable and Non-bio degradable Non- corrosive Steel Dustbins of adequate numbers should also be provided.
12. **A board displaying the name of contractor with phone nos. and rate list chargeable from the patient/attendant should be displayed prominently (in both English & Assamese languages) at the site of toilet block within one day of commence of job. The size of board should not be less than 3 ft x 2 ft.**
13. **A phone no. provided by LMCH authority must be displayed in the display board for the purpose of entertaining complaints (if any) made by the users.**
14. The contractor should ensure that the toilet complex is operated as a no-smoking zone. Proper indication to that effect should be displayed in the complex.
15. Any money recoverable from the contractor either under this contract or any other contract can be recovered from any money payable to the contractor under this contract or any other contract.
16. The licensee/licensees shall pay all legal expenses, stamp duty, registration and translation charges and all other costs, charges and expenses incurred in connection with those present.

Date :

Place:

**(Signature of Tenderer with address and seal) with
Phone /Mobile No.**

FINANCIAL BID

Format for Financial Bid

(As to be uploaded only in the standard format as BOQ for e-bidding at available in the e-procurement portal i.e: www.assamtenders.gov.in)

No hardcopy of Financial Bid shall be submitted along with the tender.

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the bidder with seal.

E-TENDERING INSTRUCTIONS TO BIDDERS

General:

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, LMCH authority has decided to use the portal www.assamtenders.gov.in.

Instructions:

Tender Bidding Methodology:

- Two Stage Online Bidding
- Broad outline of activities from prospective Bidders:
 - Procure a Class III Digital Signature Certificate (DSC)
 - Register on the e-Procurement portal www.assamtenders.gov.in Create Users on the above portal
 - View Notice Inviting Tender (NIT) on the above portal.
 - Download Official Copy of Tender Documents from the above portal.
 - Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by LMCH
 - Bid-Submission on the above portal.
 - Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
 - Post-TOE Clarification on the above portal (Optional) – Respond to LMCH Post-TOE queries.
 - Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

Registration:

To use the Electronic Tender portal www.assamtenders.gov.in vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis- à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.

Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

Bid submission:

The entire bid-submission would be online on the Tender wizard portal i.e. www.assamtenders.gov.in. Broad outline of submissions are as follows:

Submission of Bid Parts (Technical & Financial)

- The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical

Specifications and Other Terms & Conditions of the tender are to be uploaded.

- The FINANCIAL PART shall consist of Electronic Form to be available as BOQ. Offline Submissions: The bidder **MUST** submit a **HARD COPY OF TECHNICAL BID** along with court fees and all desired documents to O/o. **The Principal cum Chief Superintendent, Lakhimpur Medical College & Hospital, North Lakhimpur** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) **after successful submission of their tender through online.**

Public Online Tender Opening Event (TOE):

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal provide a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note:

In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of LMCH by the bidders in time, then LMCH will promptly reschedule the affected event(s).

Other Instructions

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note:

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.

Register your organization on the portal well in advance of your first tender submission deadline on the portal

Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal.