

Tender No.1138/AHCT/Admn/2017

Tender call for selection of an Agency to outsource employees of various categories of posts on contract basis to Aarogyasri Health Care Trust.

**AAROGYASRI HEALTH CARE TRUST**

-2017

## GENERAL INFORMATION ABOUT TENDER

1.	Tender No.	1138/AHCT/Admn/2017
2.	Downloading of tender forms	From 11.00 Hrs on 22-05-2017 up to 15.00 Hrs on 31-05-2017 from e-procurement portal <a href="http://tender.eprocurement.gov.in">http://tender.eprocurement.gov.in</a>
3.	Pre-bid meeting	On 31-05-2017 at 4.00 PM at AHCT, Door No. 8-2-293/82/a/ahct, Road No. 46, Jubilee Hills, Hyderabad – 500033.
4.	Last Date and Time for Receipt of sealed Tender	15.00 Hrs on or before 03-06-2017 for online submission. The last date for submission of hard copies at office of the AHCT, Jubilee Hills, Hyd. will be 17 Hrs. on or before 03-06-2017.
5.	Time and date for the opening of pre-qualification bids and Technical bids	15.00 Hrs and 16.00 Hrs. on 05-06-2017 at Office of the AHCT, Jubilee Hills, Hyderabad.
6.	Time and date for the opening of Commercial bids	15.00 Hrs on 09-06-2017 at Office of the AHCT, Jubilee Hills, Hyderabad.
7.	Address for communication	Chief Executive Officer, Aarogyasri Health Care Trust, Door No. 8-2-293/82/a/ahct, Road No. 46, Jubilee Hills, Hyderabad – 500033.
8.	Procedure for Offer Submission	The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> by following the procedure given below. The Bidders would be required to register on the e-procurement market place <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> or <a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a> and submit their bid online. Offline bids only shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform. The Bidders shall submit their eligibility and qualification details in Pre-qualification bid, Technical bid, Financial bid etc., in the online standard formats displayed in e-procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc, in support of their eligibility criteria/technical bids and other certificates/documents in the e-Procurements web site. The Bidders shall sign on the statements, documents, certificates, uploaded by them; owing responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.
		<p><b>1. <u>Registration with e-procurement platform.</u></b> For registration and online bid submission, Bidders may contact <a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a>.</p> <p><b>2. <u>Digital Certification Authentication:</u></b> The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-</p>

procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-procurement platform

**3. Submission of Hard Copies:-**

After submission of bid online, the Bidders are requested to submit the originals of DD/BG towards EMD, bid processing fee to the Tender Inviting Authority before opening of the price bid and other uploaded documents at the time of concluding agreement. The Bidders shall invariably furnish the original DD/BG to the Tender Inviting Authority before opening of the price bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of Bidders. The department shall not take any responsibility for any delay for non-receipt. If any of the document furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for blacklisting forfeiture of the EMD, cancellation of work and Criminal prosecution. The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hard copies to avoid any discrepancy.

The Bidders have to attach the required documents after uploading the same as required by Tender Inviting Authority in the Tender conditions.

**4. Payment of Transaction Fee:-**

It is mandatory for all the participant Bidders from 1<sup>st</sup> January 2006 to electronically pay a Non Refundable Transaction fee to M/s APTS, the service provider through “**Payment Gateway Service on e-Procurement Platform**” The Electronic Payment Gateway accept all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O.Ms.13 dated.07-05-2006. A service tax of 12.36% + Bank Charges on the transaction amount payable to APTS shall be applicable.

**5. Corpus Fund:**

As per GO Ms.4, User Departments shall collect 0.04% of ECV(estimated contract value) with a cap of Rs.10,000/- (Rupees Ten Thousand only) for all works with ECV up to Rs.50 Crores and Rs.25,000/- (Rupees Twenty Five Thousand Only) for works with ECV above Rs. 50 Crores, from successful Bidders on e-procurement platform before entering into agreement/issue of purchase orders, towards-procurement fund in Favour of Managing Director APTS. There shall not be any

		<p>charge towards e-procurement fund in case of works, goods and services with ECV less than and up to Rs 10 Lakhs.</p> <p><b>6. <u>Tender Document:</u></b> The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Documents and seek clarification, if any, from the Tender Inviting Authority. The Bidders have to keep track of any changes by viewing the Addenda/corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-procurement platform. The Department calling for Tenders shall not be responsible for any claims /problems arising out of this.</p> <p><b>7. <u>Bid Submission Acknowledgement:</u></b> The Bidders shall complete all the processes and steps required for the Bids submission. The System will generate the acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgment is not generated by the e-procurement System are treated as invalid or not saved in the System. Such invalid bids are not made available to the Tender inviting Authority for processing the bids. The Government of Telangana and M/s APTS are not responsible for incomplete bid submission by users.</p>
9.	General Terms & Conditions	As Per Tender Document.

Tender No: 1138/AHCT/Admn/2017

Tender call for selection of an Agency to outsource employees of various categories of Posts on contract basis to Aarogyasri Health Care Trust.

## **SECTION-I INVITATION TO BIDS**

### **1. Introduction to Bidders**

Sealed Bids are invited by the Aarogyasri Health Care Trust from the registered/licensed reputed and experienced Manpower Agency/Consultancy agencies or their authorized Agencies/institutes (channel partners/franchises) to outsource employees of various categories of posts on contract basis to Aarogyasri Health Care Trust for a period of one year from the date of award of contract.

Interested bidders may view and download the tender document containing the detailed terms & conditions, from the website [www.eprocurement.gov.in](http://www.eprocurement.gov.in) from 11 hours on 22-05-2017 upto 15 hours 31-05-2017. Tender process fee of Rs. 2000/- (Rupees Two Thousand only) in the form of account payee Demand Draft has to be enclosed with the Per-qualification Bid of Tender, no tender will be accepted without process fee to tender.

Bidders are advised to study the Tender document and Terms & Conditions carefully and completely. Submission of Bids shall be deemed to have been done after careful study of Tender document and examination of Terms & Conditions with full understanding of its implications.

### **2. Scope of Work**

This tender aims to engage an Agency which can outsource employee of various categories of posts on contract basis on consolidated remuneration to Aarogyasri Health Care Trust for a period of one year.

The manpower should be deployed at various units / sub-units, which are under the administrative control of Aarogyasri Health Care Trust.

### **3. Eligibility criteria:**

- a. The prospective bidders should have experience of having successfully provided manpower services in State/Central Government Depts., Autonomous bodies, PSUs and reputed private companies during the last three (3) years.
- b. Should have executed three (3) similar work orders earlier, each costing not less than Rs.5.0 Crores at least one order per year during the last three years.
- c. The annual turnover of the Agency /company must not be less than Rs. 5 Crores during the last three financial years.

- d. Should have been registered with Income Tax, Service Tax, ESI, EPF Departments and others statutory bodies.
- e. Should produce solvency certificate from Nationalized /Scheduled Bank for an amount of minimum Rs.50 Lakhs. The solvency certificate should not be more than three months old.
- f. The Prospective bidder should hold a valid contract labour license for supply of manpower to the Principal employer and should have paid necessary fees and deposits into Government Treasury as per provision of the Contract Labour (Regulation and Abolition Act, 1970) and Rules, 1971. The Agency is required to deposit a valid labour license from the competent Authority under the provisions of the Contract Labour (Regulation and Abolition Act, 1970) and Rules, 1971.

#### **4. Clarification of Tender Document**

Bidders may request clarifications with regard to terms & conditions or any part of the Tender document upto 4.00 PM on or before 31-05-2017. Any request for clarifications may be sought from O/o the Aarogyasri Health Care Trust, Jubilee Hills by email to peshi.ceo@gmail.com.

#### **5. Amendments to bid document:**

At any time prior to the deadline for submission of bids, Aarogyasri Health Care Trust for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.

All prospective bidders those have received, the bidding documents will be notified of the amendments in the e-procurement portal and such modifications will be binding on all bidders.

In order to allow prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, Aarogyasri Health Care Trust, at its discretion, may extend the deadline for the submission of bids.

**SECTION II**  
**GENERAL TERMS AND CONDITIONS**

**1. Requirement of Manpower Posts:**

The requirement of Manpower along with minimum qualification /experience for each category of post to AHCT is furnished in Annexure - I. Bidders should quote for all posts; otherwise, the bid will be rejected summarily.

**2. Bid Security (EMD)**

- A. The bidder/firm shall deposit the amount as mentioned below towards Bid Security (Earnest Money Deposit) in the form of Demand Draft from any Nationalized Banks/Commercial Banks/Scheduled Banks for an amount of Rs.4,00,000/- (Rupees Four Lakhs only) in favour of the “Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad” and attach it along with Pre-qualification Bid document. The EMD should be valid for a period of 6 months. No tender will be accepted without EMD.

The earnest money of the successful bidder shall be returned after the receipt of Performance Security /Guarantee as called for in the contract. The earnest money of the successful bidders shall be discharged within 30 days upon the bidder executing the Agreement/Contract and furnishing the Performance Bank Guarantee.

**B. Forfeiture of the bid Security-**

If a bidder withdraw his bid during the period of bid or in case successful bidder fails---

- (i) To sign the contract within the stipulated period or
- (ii) To furnish Performance Bank Guarantee within stipulated period; or
- (iii) If at any stage, any information /Declaration is found to be false.

**3. Procedure for submission of bids**

The Tender shall have three parts i.e. “**Pre-qualification bid**”, “**Technical Bid**” and “**Commercial Bid**”. All three bids should be submitted in duly sealed separate envelopes, by keeping all in one sealed cover.

All the bids duly sealed and super-scribed with “**TENDER No. AND “TENDER FOR SELECTION OF AN AGENCY FOR OUTSOURCING EMPLOYEES OF VARIOUS CATEGORIES OF POSTS IN AROGYASRI HEALTH CARE TRUST**”, should be submitted to the Chief Executive Officer, Aarogyasri Health Care Trust, Door No. 8-2-293/82/a/ahct, Road No. 46, Jubilee Hills, Hyderabad – 500033.

The Tender documents complete in all respects duly sealed reach to the Chief Executive Officer, AHCT address Door No. 8-2-293/82/a/ahct, Road No. 46, Jubilee Hills, Hyderabad – 500033, not later than 17.00 Hrs on 03-06-2017 (Note: it is mandatory for the bidders to submit hard copies of tender documents complete in all respects in the Tender Box kept at the reception of this Office before due time & date). However, the last date and time for submission of online bids shall be on or before 15.00 Hrs. on 03-06-2017.

#### **4. Delay in submission of Bids**

In case of belated receipt of tender documents Aarogyasri Health Care Trust shall not be responsible for any delay caused either by the vendor or by any other source/mode of transmission.

#### **5. Procedure for opening of Bids**

The Tender Evaluation Committee shall open all the bids in the presence of the Bidders or their authorized representatives on dates & time indicated above (General Information about Tender). Persons carrying authorization letter from bidders only shall be permitted to attend the meetings. The technical bids of those, who are not qualified in Pre-Qualification bids shall not be opened and considered for technical evaluation.

#### **6. Contents of Bids**

The Bids submitted by the bidder shall comprise of the following components:

##### **a) Documents to be enclosed with “Pre-qualification Bid”:**

- i) Tenders process Fee of Rs. 2000/- (Rupees Two Thousand only) in the form of Account Payee Demand Draft/ Bank Guarantee drawn in favour of “Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad”.
- ii) No tender shall be accepted without process fee of Tender Document. The Application fee is not refundable.
- iii) Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Rupees : Four Lakhs only) as explained in Clause 2 (A) above .
- iv) Certificate of Registration of the company, partnership deed (in case of partnership).
- v) Copies of Income Tax returns for the last three (3) Financial years 2014-15, 2015-16, 2016-17 and audited Financial Statements showing the turnover from services for the last three years (Annexure- PQ I). Annual turnover of the Agency/company should not be less than Rs.1 Crore (per year) during the last three financial years.

- vi) Copies of authorized current documents in connection with registration of the firm under Service Tax.  
Copy of Certificate of Registration of ESI.  
Copy of Certificate of Registration of EPF.
- vii) Copy of the PAN Card showing the PAN number of the Agency allotted by the Income Tax authorities.
- viii) An undertaking on the letter head of Agency that the bidder is following all directives of the Government, applicable to itself (bidding firm) and its employees regarding.
- ix) Letter of understanding on letter head of Agency stating that they have not been blacklisted by any State Government / Central Government / PSU for any reason in the last five financial years, which is duly signed by the Officer competent and having the power of attorney.
- x) Since the terms & conditions in tender document get converted into contract, it is necessary for **the Authorized Signatory to sign in each and every page of the tender document with seal and return the same as part of the Pre-qualification Bid.**

**b) Documents to be enclosed with “Technical Bid”:**

- i) Bidders Particulars (Annexure-T1)
- ii) Statement of deviation from Tender Terms and Conditions (Annexure-T2).
- iii) List of Customers to whom similar services rendered / are being provided. Legible copies of documents of work orders, service agreements etc in support of agency’s experience for the last three years in providing such services in Govt. / Public Sector Undertaking / Autonomous bodies / Reputed Private Companies / Organizations. Documentary evidence showing three similar completed works, each costing not less than Rs. 1 crore at least one order per year during the last three years have to be submitted. (as Annexure-T3).
- iv) Agency / Vendor Profile (as Annexure-T4)
- v) The resumes of candidates proposed for each category of post with their qualifications, experience, etc (as Annexure-T5). The candidates will be interviewed and selected by the Committee.
- vi) Solvency certificate for a minimum of Rs. 50 Lakhs from any Nationalized / Scheduled Bank and it should not be more than three months old. (as Annexure -T6).
- vii) Any other document required as per various clauses and terms and conditions mentioned in the tender document (as Annexure –T7).

viii) Check List (as Annexure -T8).

**c) “ Commercial Bid” comprising of the following to be filled in accordance with the formats provided in the Tender Document:**

- i) Bid Letter(Annexure-C1)
- ii) Price Schedule (Annexure-C2)
- iii) Contract Form (Annexure-C3)
- iv) Any other document required as per various clauses and terms & conditions mentioned in the tender document (Annexure-C4)
- v) Check List(Annexure-C5)

**7.** Bids shall contain no interpolation, erasers or overwriting. Corrections, if any, shall be initiated by the person signing the bid.

**8) AHCT reserves right to accept any bid and to reject any or all bids:**

- a) Chief Executive Officer, Aarogyasri Health Care Trust reserves the right to accept any bid, and / or annul the Tender Process and /or reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the effected bidders(s) of the ground for such action.
- b) Bids from any bidder who has not accompanied by tender document process fee or bid Security amount or bids without required documents / information are liable to be summarily rejected.
- c) All relevant Annexure of this Tender document should be furnished by the bidder and signed (with company seal). Failure to do so will result in summary rejection of the bid.
- d) Bids by Telex / Fax and incomplete bids will be summarily rejected.

**9. Tender Evaluation Committee reserves Rights to Negotiate**

The TEC reserves the right to negotiate after opening the “Commercial Bids” with one or more of the short-listed bidder(s) with regard to outsourcing of employees on contractual basis.

**10. Period of validity of Bids.**

Bids shall be remain valid for 6 (six) months from the date of commercial bids. Any bid from the date valid for a shorter period may be rejected by the Tender Evaluation Committee as non-responsive.

**11. Quotation of Prices**

The Prices should be quoted in Indian Rupees as per the format given at **Annexure-C2**. Price quoted should include all charges including all

applicable taxes. Aarogyasri Health Care Trust will pay only the rates quoted in the Annexure-C2. No other payment will be paid.

**12. Period of contact:**

The Contact shall be initially awarded for a period of one year from the date of award of contract. However, Aarogyasri Health Care Trust at its discretion may extend the contract for a further period of one year as per rate, terms and conditions agreed upon.

**13. Award of contract:**

Generally the least quoted will be awarded the contract. In case more than one Agency quotes the same service charges, the length of service of the Agency in the same field / business and turnover of the recent past 3 years will be considered for awarding the contract. The successful Agency will be intimated by the Aarogyasri Health Care Trust through a formal letter of acceptance. The Agency is required to give confirmation of their acceptance. The Agency is required to give confirmation of their acceptance which will automatically be considered as part of the contract concluded with the successful bidder as selected the AHCT. Failure to do so may result in rejection of Bid submitted by the Agency.

**14. Signing of Contract**

The successful Agency shall be required to sign a Contract / Agreement with the Aarogyasri Health Care Trust to comply with all the provisions of the Tender.

**15. Performance Guarantee**

Within 7 days of the receipt of notification of award of contract from AHCT, the successful Agency shall furnish the performance guarantee in accordance with the conditions of Contract in the Contract Performance Bank Guarantee to the Chief Executive Officer, Aarogyasri Health Care Trust which shall be 10% of the contract value, valid for the entire contract period, in the form of bank guarantee from a Nationalized / Scheduled Bank.

**General conditions:**

**16. Subletting**

Selected bidder shall not assign or sublet this contract or any part of it to any other agency in any form. In the event of doing so, it shall result in termination of contract and forfeiture of Security Deposit. During the period of contract, if the Agency provides such services to any other user at lower price, it has to extend such lower rates to AHCT.

**17. Refund of Security Deposit (EMD)**

In case of unsuccessful bidders whose tenders are not considered for placing order, the Earnest Money Deposit will be refunded without any accrued interest within three months of the final decision for selection of Agency / Firm.

Aarogyasri Health Care Trust, reserves the right to forfeit part or full security deposit amount without assigning any reason, if bidder is found in violation of all / any of the tender conditions.

**18. Deployment of services**

The successful Agency shall deploy only qualified, experienced, competent and appropriately trained manpower as per the job requirements and qualification indicated at **Annexure-I** for providing required services. The Agency shall provide details of qualifications and experience of manpower to AHCT before deployment. If AHCT finds that manpower being deployed does not have required qualification and experience, the Agency shall be informed for taking appropriate corrective measures immediately by providing an alternate competent employee immediately after due approval of CEO, AHCT. The Agency shall provide a substitute after due interview and approval of CEO, AHCT, well in advance, if there is any probability of person leaving the job due to his/her own personal reason. The payment in respect of overlapping period of the substitute shall be the responsibility of the Agency.

**19. Conditions and responsibilities to be adhered to by Outsourcing Agency:**

- i) The successful Agency shall recruit and deploy qualified and experienced personnel as per the requirement of AHCT as specified in Annexure - I. The number of vacancies in each category of post is subject to increase or decrease as per the necessity.
- ii) The manpower proposed to be deployed by the Agency shall be on its pay rolls for all purposes. The Agency should deploy the manpower whose names are selected after interview and approved by the CEO, AHCT or its Authorised Officer.
- iii) The Agency shall ensure that payment to deployed employees is made in time every month without linking to the payment receivable from AHCT. The payments shall be made to all employees through direct transfer to their respective bank accounts. It is the responsibility of the agency to obtain the performance cum Attendance report from the Authorized Officer by 5th of the succeeding month.

- iv) The Agency shall take a declaration from every employee deputed, that he/she is not involved in any police case of Government of India / respective State of habitat. Their antecedents should be verified suitably by the Agency.
- v) The Agency shall keep with him, the present and permanent address, contact numbers (phone/Mobile number), e-mail address, educational and technical qualification, specimen signature, two passport size Photographs in respect of each person deployed and furnish these details/information to AHCT as and when called for. The Agency shall supply valid identity cards to all the personnel deployed to the AHCT.
- vi) The Agency /his deployed personnel to AHCT shall not develop any direct/ in direct business/commercial relationship with the user / client organizations of AHCT.
- vii) The deployed persons shall maintain office decorum. They shall be courteous, polite co-operative with the staff members / officials and be committed to the work assigned to them.
- viii) The deployed persons should not be in an inebriated condition while on duty at AHCT and should not be a smoker, tobacco/pan masala chewer.
- ix) The Department may require the service provider to dismiss or remove from site of work, any persons employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
- x) The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every year thereafter and will be extendable for one more year on the rates and terms & conditions agreed upon, at the discretion of Trust after expiry of contract. The hiring of the manpower through this tender shall have no employment obligation whatsoever on AHCT.
- xi) The Agency shall replace immediately any of its personnel, if they are shall unacceptable to the office because of security risk, incompetence, conflict of interest, breach of confidentiality or improper conduct, upon receiving written Notice from Trust.
- xii) The Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the Agency.

- xiii) That on the expiry of the agreement as mentioned above, the Agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non - employment by the personnel of the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.
- xiv) The Agency's personnel shall not claim any benefit / compensation / absorption / regularization of services in this Trust under the provision of Industrial Dispute Act, 1947 of contract labour (Regulation & Abolition) Act,1970. Undertakings from the person to this effect will be required to submit by the Agency to this office.
- xv) The Agency will indemnify AHCT of all legal obligations to its employees deputed to work on sites of AHCT.
- xvi) The Agency shall be contactable at all times and message(s) sent by email / fax / Special Messenger / phone from the Department shall be acknowledged immediately on receipt of the same day.
- xvii) The individual sent by the outsourcing Agency are eligible for 15 days Casual Leave per year or proportionately to the actual outsourcing period and there shall not be any reduction from the remuneration due to availing of such Casual Leave.
- xviii) The Women employees are eligible for 120 days Maternity Leave without paying remuneration for the said period.
- xix) If for any reason a personnel deployed by the Agency, proceeds on absence he/she should properly intimate the Authorized officer & the concerned Administration before such absence or in case of medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she would be absent. The Agency shall provide a substitute after due interview and approval of CEO, AHCT in case the absence period is (07) days or even earlier.
- xx ) It is the responsibility of the outsourcing agency to bear out of its commission, the employers contribution towards Provident Fund, ESI, Service Tax etc. The Outsourcing Agency will have to quote it's commission keeping all these payments in view and no additional amount other than the commission will be paid towards these items. However, a certificate should be produced by the Agency regarding proper remittance of EPF, ESI, Service Tax etc. for release of payment for subsequent month.

- xxi) The Invoice raised /claim for work bill should be on actuals.
- xxii) The successful Bidder has to deploy one candidate who knows all statutory and day to day activities to monitor employees.
- xxiii) The employees of the Agency would have to work 6 days a week except Sundays and other specified gazetted holidays from 9.15 am - 5.30 pm. However, AHCT may stagger the working hours or direct the employees to work on Sundays/holidays duly granting them compensatory off.
- xxiv) The employee shall be governed by the usual office secrecy rules and regulations and under any circumstances shall not disclose to any unauthorized person any information/data that he/she may have by virtue of his/her position in the office/Centre. This is also applicable after leaving AHCT.
- xxv) All employees to be sponsored shall be locals of Telangana State. The nativity certificate from 4<sup>th</sup> class to 10th class/standard needs to be enclosed with resumes.
- xxvi) Rule of Reservation should be followed. Hence, SC/ST/BC/OC certificates have to be enclosed with the resumes while sponsoring the employees.

## **20. Force Majeure:**

If at any time, during the existence of this contract, the performance in whole or in part by either party under obligation, as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, restriction, strike, lockout or acts of any kind of natural calamity (herein after referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the state of occurrence of thereof, neither party shall be reason of such an “eventuality” be entitled to terminate their contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceases to exist. In case of any dispute, the decision of the CEO, AHCT shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days either party may at its option, terminate the contract.

## **21. Termination of contract:**

The designated officer of AHCT reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can

also be terminated at the request of Agency, with an advance notice of three months failing which agency is liable to pay liquidated damages besides forfeiture of Security deposit or Performance Bank Guarantee.

**22. Termination for Default:**

The CEO or the designated officer of AHCT may, without prejudice to any other remedy for breach of contract, shall send a notice to the Agency to terminate this contract whole or in part under the following circumstances:

- a. If the Agency fails to deliver any or all the services mentioned in the contract, or any extension thereof granted by AHCT.
- b. If the Agency fails to perform any other obligations under the contract.
- c. If the Agency, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as AHCT may authorize in writing) after receipt of the default notice.
- d. In the event, AHCT terminate the Agency in whole or in part pursuant to above points, the AHCT may hire the Agency at the risk and cost of working Agency as AHCT deems appropriate. However, the Agency shall continue the performance of the contract to the extent not terminated.

**23. Right to Black List:**

AHCT reserves the right to blacklist an Agency for a suitable period in case it fails to honour its bid without sufficient grounds.

**24. Submission of Invoices and payment:**

Payment: AHCT shall pay on monthly basis within 30 working days after submission of bills with necessary enclosures. However, in case of delay in any particular month due to valid reasons, the Agency should ensure the payment to its employees deployed at AHCT.

The successful Agency should submit pre-receipted bills in triplicate for each month at the end of the month along with certificate from the concerned officers regarding satisfactory performance related to the deployed employees.

AHCT shall process the payment expeditiously and try to release payments within 30 days. Payments shall be subject to deductions of applicable penalty amount where the bidder does not fulfill agreed terms & conditions, as the case may be. All payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the Income Tax Act, 1961 and any other applicable taxes, from time -to-time.

The successful Agency is required to produce the acknowledgements of receipt of wages by employees duly indicating the earnings, deductions towards EPF and ESI of previous month while submitting bill for payments. Documents/receipts /counter folios for having paid/remitted the EPF, ESI, Service Tax or any other tax levied by Government of previous month shall also be furnished, while submitting bill for payments.

## **25. Penalty Clauses**

- i. The successful Agency shall start providing manpower from the date of intimation. Any unjustified and unacceptable delay in deployment of manpower by the bidder will have for penalty @ Rs.200 per day per person.
- ii. In case the manpower deployed is not performing satisfactory services, the Agency will have to replace the manpower within 7 days of intimation after due approval of competent authority, failing which 2% will be deducted from the amount payable for the current month or security deposit or performance guarantee.
- iii. The successful Agency shall ensure that payment is given to the deployed employee in time and that the Agency shall be responsible for all and any of eventual default or violation of labour laws applicable to such cases. If the successful Agency does any malpractice in payment to any deployed employee its security deposit or performance Guarantee will be forfeited and his job order will be cancelled.
- iv. The other form of Penalty not mentioned in the Tender Document will be decided by the appropriate authority on case to case basis.

## **26. Arbitration**

If any difference arises concerning this agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations & negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a sole arbitrator. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under Law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the Claimant. The arbitration proceedings shall take place at Hyderabad and shall be conducted in English. The provisions of

Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

**27. Applicable Law**

The successful Agency shall comply with Governments Labour Laws & Acts, Regulations and directives in force. All the registers as required by the applicable Act / Rules should be maintained and produced when demanded by the competent authority.

**28. Miscellaneous**

Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Agency and AHCT during the period of the contract. Default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD /Security deposit, accordingly.

**29. Canvassing**

Bidders are here by warned that canvassing in any form for influencing the process of Notification of Award would result in disqualification of the Bidder.

Chief Executive Officer,  
Aarogyasri Health Care Trust.

ANNEXURE-I

Tender No. 1138/AHCT/Admn/2017

Staff Requirement

Sl.No.	Name of the post to be outsourced	Minimum Qualification for the Post	No. of posts	Consolidated Remuneration
1.	Data Processing Officer	Any graduate with Diploma in Computer Applications and type knowing knowledge. Should have (5) years experience in the post of Data Entry Operator.	5	Rs.17,500/- P. M
2.	Chief Electrician	Diploma in Electrical	1	Rs. 17,500/- P.M.
3.	Data Entry Operator	Any Graduate with Diploma in Computer Applications and type knowing knowledge.	58	Rs.15,000/- P. M
4.	Electrician	ITI in Electrical	4	Rs. 12,000/- P.M.
5.	Office Subordinate	Pass in 10 <sup>th</sup> class	8	Rs.12,000/- P. M
6.	Driver	Pass in 7 <sup>th</sup> class and should have valid Driving License.	4	Rs.15,000/- P. M

**Note:** The number of vacancies mentioned above are tentative subject to increase or decrease as per necessity of the Department and Government orders.

**CHECK LIST FOR PRE-QUALIFICATION BID**

Sl.No.	Documents attached	Details	Compliance(Y/N)
1	Tender Process Fee of Rs...../- in the form of Account Payee Demand Dart/Banker's Cheque.		
2	<b>EMD amount of Rs...../-</b> in the form of Demand Draft or Bank Guarantee from any nationalized Banks /Commercial Banks/Scheduled Banks		
3	Copy of certificate of Registration of the company/Partnership deed /(in case of Partnership).		
4	a. Copies of Income Tax returns for the last three (3) financial years 2014-15, 2015-16 and 2016-17 duly authenticated. b. copy of audited Balance Sheets for the last three years(Turnover per year should not be less than Rupees: Five Crore during the last three financial years) Annexure PQ-1		
5	Copies of authorized current documents in connection with registration of the firm under Service Tax.		
6	a) Copy of registration certificate for VAT or similar registration with Govt. Authorities. b) Copy of certificate of registration of ESI c) Copy of registration of EPF		
7	Copy of the PAN Card showing the PAN number of the firm allotted by the income Tax authorities.		
8	Copy of Contact Labour license for supply of manpower as Contact Labour (R&A Act,1970) and Rules,1971.		
9	An undertaking on letter of		

	Agency that the bidder is following all directives of the Government, applicable to itself (bidding firm) and its employees regarding.		
10	Letter of undertaking on Letter head of Agency stating that they have not been blacklisted by any State Government / Central Government /PSU for any reason in the last five financial years.		
11	Copy of terms & conditions duly signed by the bidder with seal of the firm, in token of acceptance of terms & conditions.		

**Signature of the Bidder,**

**Seal of Agency.**

**Tender No. 1138/AHCT/Admn/2017**

**(Annexure PQ1)** To be enclosed with Pre- qualification Bid

Particulars of turnover of vendor in Revenue

Financial Year	Total Turnover on Providing outsourcing Services in Rs.
2014-2015	
2015-2016	
2016-2017	

The Audited Balance Sheets for the last three Years are enclosed herewith.

(Signature & seal of the Bidder)

**Tender No. 1138/AHCT/Admn/2017**

**(Annexure-T1) To be enclosed with Technical bid**

**BIDDER PARTICULARS**

1. Name of the Institute/Agency/Firm:
2. Registered Postal Address of the Institution/Agency/Firm:
3. Year of establishment of the Institute /Agency/Firm:
4. Registration or license No.:
5. Ownership of the Institute/Agency/Firm:  
(A)Sole Proprietor:  
(B) Partnership:
6. Name of the Proprietor(s):  
& designation(s):
7. Name & address of the officer to whom all references shall be made regarding this tender Enquiry:

Telephone :

Fax:

Email:

Mobile number(s):

Witness:

Signature:

Signature

Name:

Name:

Address

Designation

Company

Date

Company Seal

**Tender No.1138/AHCT/Admn/2017**

**(Annexure T2) To be enclosed with Technical Bid**

**STATEMENT OF DEVIATIONS FROM TERMS AND CONDITIONS**

<b>Sl. No.</b>	<b>Terms and conditions</b>	<b>Deviation in the offer</b>	<b>Brief Reasons</b>

Date

**Signature of Bidder  
& Seal of Agency**

For -----

**Tender No. 1138/AHCT/Admn/2017**

**(Annexure T8) To be enclosed with Technical Bid**

<b>Sl. No.</b>	<b>Annexure No</b>	<b>Description</b>	<b>Enclosed (Y/N/NA)</b>
1	T1	Bidder Particulars	
2	T2	Statement of Deviation from Tender Terms and Conditions	
3	T3	List of Customers to whom similar services rendered/are being provided. Legible copies of documents of work orders, Service agreements etc. in support of agency's experience for the last three years in providing such services in Govt./Public sector undertakings/Autonomous bodies/Reputed private Companies/Organizations. Documentary evidence three similar completed works, each costing not less than Rs.5 Crore, at least one order per year during the last three years have to be submitted.(As Annexure-T3).	
4	T4	Agency/Vendor profile	
5	T5	The resumes of candidates proposed for each category of post with their qualifications, experience etc.	
6	T6	Solvency Certificate for a minimum of Rs.50 Lakhs, from any Nationalized /Scheduled Bank which should not be more than three months old.	
7	T7	Any other document required as per various clauses and terms and conditions mentioned in the tender document	
8	T8	Check list	

(Signature of Bidder  
& Seal of Agency)

**Tender No. 1138/AHCT/Admn/2017**

(Annexure – C1) To be enclosed with Commercial Bid

**BID LETTER**

To,  
The Chief Executive Officer,  
Aarogyasri Health Care Trust,  
Jubilee Hills, Hyderabad.

Sir,

Sub:-

Ref:- Your Tender No.

1. We are Agency / Consultant of repute.
2. We do hereby undertake that in the event of acceptance of our bid, the required services shall be started at designated places within 10 days from the date of Award of Contract.
3. We enclose the complete Bid enclosing Documents / information as required in the tender document.
4. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the tenders and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions. The deviations from the above services, Terms & Conditions are only those mentioned in **Annexure – T2** (Terms & Conditions).
6. Certified that the Bidder is:  
A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

or

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement / by virtue of general power of attorney.

or

A company and the person signing the tender is the constituted attorney.

**NOTE:** Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

7. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract, shall constitute a binding Contract between us.

Date: this \_\_\_\_ day of \_\_\_\_\_, 2017.

Signature of Bidder & Seal:

Details of Enclosures:

Full Address:

Telegraphic Address:

Telephone :

Fax :

E – Mail :

**Tender No. 1138/AHCT/Admn/2017**

(Annexure – C2) To be enclosed with Commercial Bid

**PRICE-SCHEDULE**

To,  
The Chief Executive Officer,  
Aarogyasri Health Care Trust,  
Jubilee Hills, Hyderabad.

Sir,

Sub:-

Ref:- Your Tender No.

Name of the Agency (Firm) \_\_\_\_\_

Bidding Agency's commission will be @ \_\_\_\_\_ Percentage (inclusive all applicable Taxes)

Detailed breakup of Agency's Commission percentage – wise should be furnished as detailed below:

EPF Contribution by Employer					% ESI	% Agency Service Charges	% Service Tax	Total %
% EPF	% EPS	%EDLI Contribution	% EPF Admin. Charges	%EDLI Admin. Charges				

(Total % of Commission in words: \_\_\_\_\_ )

All the charges/taxes should be as per prevailing Government Rules. No additional amount other than this will be paid.

Billing amount = Consolidated Remuneration (as fixed by the Government of number of Employees deployed on various category of posts + Agency's total % of commission).

**Note :-**

- 1) Service Tax should be worked out on the Total invoice amount.
- 2) All Payments will be made subject to deduction of TDS as per Income Tax Act, 1961 and any other taxes levied by Government from time to time.

Dated \_\_\_\_\_ 2017

(Signature of Bidder  
& Seal of Agency)

**Tender No. 1138/AHCT/Admn/2017**

**(Annexure – C3) To be enclosed with Commercial Bid**

**CONTRACT FORM**

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between the Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad (herewith referred to as the Employer) of the one part and (name of agency) of (City and Country) (herewith referred to as the 'Agency' which term shall include its representatives, successors and assignees) of the other part.

WHEREAS AHCT is desirous that Contractual employees on outsourcing basis should be provided by <<successful bidder/Agency>> viz. (Brief description of contractual post) and has accepted a bid bearing No. \_\_\_\_\_ by the <<Selected Agency>> for the provision of those services in the sum of (Contract Price in words and figures) (hereinafter called the Contract Price)

Now this Agreement witness as follows:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this document viz.
  - a) The Price Schedule submitted by the Agency;
  - b) The Schedule of requirements;
  - c) Quotation No. \_\_\_\_\_ and date \_\_\_\_\_ of the Agency and further ref. on the subject;
  - d) The Services;
  - e) The Terms and Conditions of Contract;
  - f) The Special Conditions of Contract;
  - g) The Employers letter of award of Contract and any amendments thereto;
3. In consideration of the payment to be made by the Employer to provide the supplies and services and to remedy defects therein in conformity in all respect with the provisions of the Contract.
4. The Employer hereby covenants to pay the Agency in consideration of the provision of the services of the Contract Price of such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract subject always to applicable conditions of Contract.

In witness whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws, the days and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (for the purchaser)

For and on behalf of Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad.

In the presence of \_\_\_\_\_

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (for the Supplier)

For and on behalf of Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad.

In the presence of \_\_\_\_\_

**Tender No. 1138/AHCT/Admn/2017**

(Annexure – C5) To be enclosed with Commercial Bid

**CHECKLIST FOR COMMERCIAL BID**

Sl. No	Annexure No.	Description	Enclosed (Y/N, /NA)
1	C1	Bid Letter	
2	C2	Price Schedule	
3	C3	Contract Form	
4	C4	Any other document required as per various clauses and terms and conditions mentioned in the tender document	
5	C5	Check List	

(Signature of Bidder  
& Seal of Agency)