



**GOVERNMENT OF TELANGANA**

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Web Site : [www.aarogyasri.telangana.gov.in](http://www.aarogyasri.telangana.gov.in)

**TENDER DOCUMENT**

**FOR**

**Hiring of Vehicles for Officials of Aarogyasri Health Care Trust for a period of Twelve(12) months from the date of commencement of Contract.**

Short Tender Notice No : Lr.No: AHCT/HR/5387/2014-2, dated: 03.12.2014.

Description of Supplies : Hiring of Vehicles for Officials of AHCT

Name of the Agency : .....  
and Address : .....  
: .....

**Implementing Agency:**

Aarogyasri Health Care Trust,  
Door No. 8-2-293/82/a/ahct,  
Road No. 46,  
Jubilee Hills,  
Hyderabad-500033.  
Phone: 040-23547107

**Tender Notice:Lr.No: AHCT/HR/5387/2014-2, Dated:03.12.2014.**

The AHCT invites proposals from prospective service providers Hiring of Vehicles for Officials of Aarogyasri Health Care Trust.

**Scope:**

Trust intends to hire the vehicles on contract for the Officials and office purpose of the Trust on the following lines:

1. The service provider shall have to provide the desired number of vehicles.
2. The Services shall be rendered on an average of 12 hrs per day for 30 days. On holidays, vehicles shall be provided by the agency as per the holiday roster maintained by Trust.
3. All the necessary approvals, licenses and permit to operate the services have been obtained and all taxes and registration charges have to be borne by the service provider.
4. In case of any accident, all the claims arising out of it shall be met by the Service Provider. All necessary insurances in the event of accident causing injury to the officer or public have to be obtained.
5. If the vehicle goes to out of order, the Service Provider shall provide a substitute vehicle of the same or higher class immediately. In case vehicle does not report on time/does not report at all, the Trust would have a right to hire a vehicle from the market and the cost incurred by the Trust will be deducted from the payment of the Service Provider.
6. Payment shall be made at the end of every month on presentation of the bill.
7. The contract between the Trust and the Service Provider can be cancelled with prior notice of at least **Thirty [30] days** by the Trust.
8. A penalty of Rs.500/- per day per vehicle may be levied if any vehicle fails to meet the terms & conditions prescribed herein on any day. However, in case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
9. In the event of the award of the tender & prior to execution of the contract, the Service Provider shall be required to submit copies of the Registration Certificate & Comprehensive Insurance Policies of all the vehicles being offered

for hire & particulars with photograph of the drivers dedicated to each vehicle. He shall also be required to produce the vehicles in the office of the undersigned for the physical verification / inspection.

10. Lead mileage shall be from the agencies office.

11. **Bidder will be selected through lottery from among the technically qualified bidders.**

**Deliverables:**

<b>S No</b>	<b>Item</b>	<b>Quantity</b>	<b>Cost per Car per month</b>	<b>KMS per month</b>
1	Hired Vehicle	10 Cars	Rs 25,000/-	2500

## INSTRUCTIONSTO BIDDERS

1. The bid will be selected based on **Least Cost**.
2. The bid and all related correspondence shall be in English.
3. The bids are to be submitted on or before **01.00 PM,22.12.2014**

**The Bidder has to submit the documents required as per the check list enclosed.**

4. The prices shall be given in Indian Rupees.
5. The bid shall be valid for 30 days from the date of fixed for receipt of Bids.
6. The demand draft shall be taken in favour of **“CEO, Aarogyasri Health Care Trust”** payable at **Hyderabad**.
7. The amount of Bid Security shall be **Rs 1,00,000/- (One Lakh Rupees only)**
8. The time period within which the bid security of the unsuccessful bidders will be returned is **30days**.
9. Time, date, and place for bid opening is: **11.00 AM,23.12.2015**

Aarogyasri Health Care Trust,

Door No. 8-2-293/82/a/ahct,

Road No. 46,

Jubilee Hills,

Hyderabad-500033.

10. The Trust shall open the bid received before the due date of Submission of bids as per the following Bid Schedule:

Schedule of Bidding process (with times where applicable)	Bid Notification	03.12.2014
	Pre bid meeting	11.12.2014, 11.00 AM
	Last date for the submission of Bids (Bid Due Date)	22.12.2014, 01.00 PM
	Opening of Bids	23.12.2014, 11.00 AM
	Declaration of Qualified Bidder	29.12.2014, 05.00 PM
	Probable Date for issuing Letter of Award of Contract	02.01.2015, 05.00 PM
	Tentative Effective Implementation Date	01.02.2015

11. The Trust shall prepare minutes of opening of Bids.
12. The bidder shall submit the technical documents and DD in original each in separate duly marking the envelopes as **"Technical"** and **"DD"**.The envelopes shall then be

sealed in an outer envelope.

13. The Trust shall evaluate and compare the bids as follows:
  - a. Examine if the Bids confirms to technical specifications and Delivery time.
  - b. Prepare a technical comparative Statement, thus arrived at; and
  - c. In case necessary, the bidders maybe asked to demonstrate the product offered to a technical committee constituted for the purpose.
14. **Clarifications:**
  - a. To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with “Preliminary Examination of Bids”.
  - b. If the Bidder does not provide clarification sought for within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
15. The Trust also reserves the right, at the time of award of contract to **increase or decrease by 25 percent** of the quantity specified in the schedule of deliverables without any change in price or other terms and conditions with no change in payment.
16. The Trust also reserves the right to accept or reject any bid to annul the bidding process and reject all bids at any time prior to award of Contract, without there by incurring any liabilities to the affected Bidder or any obligation to inform the affected Bidder of the grounds for the Trust’s action. (Joint Venture is not applicable.)
17. Letter of Acceptance shall constitute the formation of the Contract. This Letter of Acceptance shall be sent, inviting the supplier to deliver the Goods in accordance with the conditions of the Contract.
18. Within twenty (20) days following the Letter of Acceptance, the Bidder shall sign and date the Contract and shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Authority for the satisfactory completion of performance obligations including warrant obligations and maintenance

obligations, as applicable.

19. The successful bidder will be expected to provide the services for a period of **Twelve (12) months** from Commencement of Services.
20. Bidder must be ready to accept the extension of the contract by a further period of **three (3) Months** on the same terms and conditions, if so desired by Authority.
21. **Corrupt and Fraudulent Practices:** It is the Trust's policy that requires the bidders, suppliers and contractors and their subcontractor observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge corrupt and fraudulent practices. The defaulter will be dealt with as per the Policy of the Corruption
  - Please note that the Bidder runs the risk of his bid being rejected if the price schedule contains any conditions.
  - Sign on all statements, documents, certificates submitting owning responsibility for their correctness/ authenticity.
  - The bidder is subjected to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms/ statements/ certificates submitted in proof of qualification requirements or record of performance (Please see Corrupt and Fraudulent Practices).

### Eligibility Criteria of the Bidder

- This invitation for bids is open to all bidders who fulfill the minimum eligibility criteria as laid herein.
- Proposals not complying with the ‘**Eligibility Criteria**’ are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified.

<b>Eligibility Criteria</b>					
<b>S No</b>	<b>Item</b>	<b>Criteria</b>		<b>Proof required</b>	<b>Forms</b>
		<b>Requirement</b>	<b>Bidder</b>		
			<b>Single Entity</b>		
1	Firm Registration	Registration of Firm	Must meet requirement	Copies of Certificate of Registration of the Firm	--
2	Conflict of Interest	No conflicts of interests as described.	Must meet requirement	Letter of Bid	Form 1
3	Penalty & Blacklisting	(i) The Bidder should never have been penalized by any organization for poor quality of work or breach of contract in the last three years. (ii) The Bidder should never have been blacklisted by any Government department/Public Sector Undertaking in the last three years. (iii) The Bidder should never have suffered bankruptcy/insolvency in the last three years.	Must meet requirement	Declaration of Bidder	Form 3

#### **Joint Venture is not applicable**

**Conflict of Interest:** A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have a controlling partner in common; or
- b. they receive or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Trust regarding this bidding process; or a bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same Sub-Service Provider in more than one bid; or
- e. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid; or

- f. A bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Trust for the Contract.

### Qualifications of the Bidder

The following are the Qualification of the bidder to participate in the Bid by submission of documentary evidence in its bid, the bidder must establish to the Client's satisfaction that it has the financial, technical, and production or performance capability necessary to perform the Contract, meets the qualification criteria and has a successful performance history.

<b>Qualification Criteria</b>					
S No	Item	Criteria		Proof Required	Forms
		Requirement	Bidder		
			Single Entity		
1	Financial Strength	(i) <b>Historical Financial Performance:</b> Submission of audited balance sheets, other financial statements acceptable to the Trust, for the <b>last three (3)</b> years to demonstrate the current soundness of the bidders financial position, profits, net worth positive and its prospective long term profitability for FYs 2013-14, 2012-13 and 2011-2012.		Must meet requirement	Audited balance sheets (Form 4a (2) of attachment T1B) Form 4a
		(ii) <b>Average Annual Turnover: Average Annual Turnover:</b> Minimum average annual turnover of <b>Rs Fifty [50] Lakhs</b> calculated as total certified payments received for contracts in progress or completed, within the last <b>three (3) years</b> i.e., FYs 2013-14, 2012-13 and 2011-2012.		Desirable to meet the requirement	Audited financial statements (Form 4a (3) of attachment T1B) Form 4a
2	Experience	<b>Experience:</b> The bidder may have past experience of providing minimum 30 vehicles on hire to at least one government organization / PSU / private sector entity.		Must meet requirement	Copies of work orders Form 4b

### **Terms & Conditions:**

1. The make of the vehicle should be specified separately and the model should not be earlier than 2010 and Sub Compact or Compact Air Conditioned and white in colour. All the vehicles must have valid taxi permit to run in the territory of Andhra Pradesh/ Telangana.
2. Contract charges include monthly charges of driver, repairs and maintenance of vehicle, insurance to vehicle, petrol/diesel, oil and also any other incidental expenses.
3. The vehicle will be kept neat and clean and in perfect running condition provided with seat covers.
4. The owner of vehicle hired for Govt. duty should produce the pollution control certificate for every Six Months.
5. The driver should have valid driving license & the vehicle should be registered with the concerned authorities of State Govt. A certificate to this effect should be provided. The



drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time.

6. The drivers must observe all the etiquette and protocol while performing the duty. He must be neatly dressed, should wear proper uniform & must carry a mobile phone in working condition, for which, no separate payment shall be made by the Trust.
7. Service Provider shall ensure a background check on all the drivers and also submit copies of drivers police verifications (if required), license and residential proof.
8. Service Provider shall ensure that every vehicle has a well stocked first aid kit, a fully charged fire extinguisher etc.
9. Service Provider shall ensure that all vehicles maintain the prescribed speed limit.
10. Provide a backup vehicle in case of breakdown and in the event of an accident liaison with the police/ hospital/ respective authorities to provide a backup vehicle.
11. Drivers shall be polite to the officers.
12. Service Provider shall allow random audit of the vehicles condition and availability and of log sheets by drivers.
13. The rate is exclusive of all applicable taxes.
14. If any vehicle exceeds 2500Kms then extra payment shall be paid as per government orders.

**II.iii Bid form**

Letter of BID

(On Bidder's letterhead)

Date: .....

Name of Contract: .....

To:

Sir,

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer to [specify *scope of the contract*] under the above named Contract in full conformity with the said bidding documents for the sum specified in financial bid form or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the price schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to commence performance and to achieve completion within the respective times stated in the bidding documents.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period of [ *specify number* ] days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, which consists of the letter and Attachments 1 through [ ] hereto, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

The bidder undertakes that there shall not be any Conflict of Interest against AHCT as given in the definitions of the contract of this bid document.

We understand that you are not bound to accept the lowest, or any bid you may receive.

Dated this..... Day of ..... 2014

..... (Signature)

In the capacity of

..... (*Position*)

Duly authorized to sign this bid for and on behalf of

..... (*Name of bidder*)

**Attachment B1**

**Bank Demand Draft for Bid Security**

Attachment B2

**Power of Attorney for signing of Bid**

Know all men by these presents, We,.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (Name), son/ daughter/ wife of.....and presently residing at .....,who is presently employed with us and holding the position of....., as our true and lawful attorney (herein after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Name of Bid [insert: Name of Bid from Bid data sheet] proposed by \_\_\_\_\_(the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Scheme and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed sand things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers here by conferred shall and shall always be deemed to have been done by us.

In witness whereof we,.....,the above named principal have executed this power of attorney on this ..... day of ....., 2014.

For.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised  
(Signature,name,designationand addressof the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarised by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## Attachment T1A

Bidder's Particulars and Eligibility Criteria**1. Company Profile**

.1	Name of the Company	
.2	Registered Office of the Company	
.3	Firms Registration Number (under Companies Act, 1956):	
.4	Firms Registration expiry date (Validity):	
.5	Firms Registration Date:	
.6	Legal Status (e.g. incorporated private company, unincorporated business, partnership, proprietary firm, etc.):	
.7	Registered address:	
.8	Year of commencement of Company:	
.9	Brief description of the Company including details of its mainlines of business	
.10	Details of authorized signatory of the Bidder	
	Name:	
	Designation:	
	Company:	
	Address:	
	Phone No:	
	Fax No:	
	E-mail address:	

**2. Please State the following correctly:**

(i) Has the Bidder ever been penalized by any organization for poor quality of work or breach of contract in the last three years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(ii) Has the Bidder ever failed to complete any work awarded to it by any public Authority/entity in last three years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(iii) Has the Bidder been ever blacklisted by any Government department/ Public Sector Undertaking in the last three years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(iv) Has the Bidder been suffered bankruptcy/insolvency in the last three years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**Note: If answer to any of the questions at (i) to (v) is yes, the Bidder is not eligible for this Work.**

**3. a. Office Network of the Company in Hyderabad.**

**4. Documents to be submitted:**

- a. Copy of Firm's Registration Certificate
- b. Service Conformity Certificates (If any)
- c. Other Relevant documents (duly listed)

**5. Details of Bank Draft:**

- a. Towards the Bid Security amount of **Rupees One lakh only:**

**6. Responsiveness Checklist:**

The following documents are to be submitted by the bidders:

<b>S No</b>	<b>Item</b>	<b>Yes/ No</b>	
1	Form 1: Letter of Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Form 2: Power of Attorney For Signing the Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Form 3: Attachment T1A	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Form 4a: Financial Strength	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	Form 4b: Experience	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7	Form 4c: Current Works in Progress	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8	Audited Profit & Loss, Balance Sheets for FYs 2013-14, 2012-13 and 2011-2012.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9	Demand Draft	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10	Copy of Works orders	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11	Copies of Certificate of Registration of the Firm	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12	Audited financial statements for FYs 2013-14, 2012-13 and 2011-2012.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Date:

Signature and Seal of Authorized Person

Place:

**Attachment T1B**  
**From 4a- Financial Strength**

Name of the Bidder:

1. Bidders shall provide financial information to demonstrate that they meet the requirements. Each Bidder shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached. Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of the banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

2. Summarize actual assets and liabilities for the previous three calendar years. Based upon known commitments, summarize projected assets and liabilities for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information	Actual: Previous Three years			Projected: Next two years	
	3	2	1	1	2
1.Total Assets					
2.Curent assets					
3.Total liabilities					
4.Current liabilities					
5.Profits before taxes					
6.Profits after taxes					



- Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated.

Source of financing	Amount
1.	
2.	
3.	
4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the last 3 years. If audits are not available, partnerships and firms owned by individuals may submit their balance sheets certified by a chartered accountant, and supported by copies of tax returns,

- Abstract of Financial Capacities:

S. No	Financial Year	Annual Turnover (Rs)	Net worth (Rs)	Cash Profit (Rs)
1	2013-14			
2	2012-13			
3	2011-12			
<b>Average</b>				

#### **Certificate from the Statutory Auditor**

In case the Bidder does not have a Statutory Auditor, it shall provide the certificates from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

**\*Note: Please attach copy of printed Audited Annual Financial Statements.**

**Form 4b**  
**Experience Record**

1. All individual firms must complete the information in this form with regard to the contracts generally. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Sub Contractor only explicitly permits experience and resources of (certain) Sub Contractor to contribute to the Bidder’s qualifications.

A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, Client, and other relevant details.

Use a separate page for each partner of a Joint Venture, and number these pages.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

2.

S.No	Name of the Contract	Client	Quantity of contract (specify the measure)	Period of contract		Value of contract	Completed YES/NO
				From	To		

Name of Bidder or partner of a Joint Venture	
Use a separate sheet for each contract	
1	Number of contract
	Name of contract
2	Name of Client
3	Client's Address
4	Nature of similar work and special features relevant to the contract for which the Bidding documents are issued
5	<p>Service Provider role (check one)</p> <p>1. Prime Service Provider <input type="checkbox"/></p> <p>2. Management Service Provider <input type="checkbox"/></p> <p>3. Sub-Contractor <input type="checkbox"/></p> <p>4. Partner in a Joint Venture <input type="checkbox"/></p>
6	Amount of the total/ Sub Contractor/partner share (at completion, or at date of award for current contracts)
7	<p>Equivalent amount:</p> <p>Total contract: Rs. _____ . Subcontract: Rs. _____ . Partner share: Rs _____</p>
8	Date of award/completion
9	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation)
10	Contract was completed Rs. _____ % under/over original contract amount (if over, provide explanation)
11	Special contract/technical requirements
12	Indicate the approximate present total contract value of work undertaken by subcontract, if any, and the nature of such work.

**Form 4c-Current Works in Progress**

**Name of the Bidder:**

Name of contract	Trust, contact address/tel/fax	Value of outstanding work	Estimated completion date	Average monthly invoicing over last six months

Bidders and each partner to a joint venture bid should provide information on their current commitments on Bidders and each partner to a joint venture bid should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

**Price Bid Form**

[Location, date]

**To:**

Sir,

We the under signed, offer to provide the services for [title of the Bid] in accordance with your Bidding Document dated [date] and our proposal (Technical and Financial proposal). Our attached financial proposal is for the sum of [amount in words and figures]. **This amount is exclusive of the all applicable statutory taxes.**

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e., [date].

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized signatory:

Name and Title of Signatory:

Name of Firm:

Address:

## **Attachment F1**

### **Form F1-Cost Breakup Table**

There shall be no price bid form as the rates per car had already been defined as per **Circular Memo No. 10783-C/321/DCM-11/2010**.

1. Rates mentioned are exclusive of all applicable statutory taxes. But, Service Tax shall be paid as per the ratio of the Service Provider and the Service Receiver. Service Tax of the current month shall be paid to the Service Provider only upon the submission of the previous month tax paid receipts.

# Aarogyasri Health Care Trust

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## LETTER OF ACCEPTANCE

[Date]

To: [Name of successful bidder]

[Address of successful bidder]

This is to notify you that your bid dated [enter *date*] for the execution of the [name of the contract as given in the bidding data] for the contract price of the equivalent of [amount in numbers and words, and name of currency/currencies], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our agency. You are hereby required:

- (a) to submit the performance security / Performance Bank Guarantee [ *specify as provided in the bidding documents*];
- (b) to sign the attached contract agreement and return [ *specify as provided in the bidding documents* ]; and
- (c) to commence execution of the said contract in accordance with ‘ The Contract’ documents.

Authorized signature.....

Name and title of signatory.....

Name of agency.....

**CONTRACT FOR PROVISION OF SERVICES**

**Hiring of Vehicles**

**Between**

**Aarogyasri Health Care Trust**

**And**

---

**[Insert: Name of the Service Provider]**

**Dated: \_\_\_\_\_**



## **THE CONTRACT**

# CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the *[ insert: ordinal ]* day of *[ insert: month ], [ insert: year ]*.

BETWEEN

- (1) *[ insert: Name of Trust ],* a *[ insert: name of Trust ],* and having its principal place of business at *[ insert: address of Trust ]* (hereinafter called “the Trust”),  
and
  
- (2) *[ insert: name of Service Provider ],* a corporation incorporated under the laws of *[ insert: country of Service Provider ]* and having its principal place of business at *[ insert: address of Service Provider ]* (hereinafter called “the Service Provider”).

WHEREAS

- (A) The Trust vide its Bid Notification No. \_\_\_\_\_ invited Competitive Bids for Hiring of Vehicles for Officials of AHCT for a period of **Twelve (12) months** from the date of Commencement of Services assigned through competitive bidding process;
  
- (B) The Service Provider submitted their Competitive Bid for the aforesaid work, whereby the Service Provider represented to the Trust that they had the required professional skills, and in the said Bid the Service Provider also agreed to implement and provide the Services to the Trust on the terms and conditions as set forth in the Bidding Document and this Agreement (“the Scheme”); and

NOW IT IS HEREBY AGREED as follows:

**Article 1 Contract Documents**

**Contract Documents**

**1.1**

The following documents shall constitute the Contract between the Trust and the Service Provider, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement and the Appendices attached to the Contract Agreement and the Service Providers' proposal.

(b) *[ Add here: any other documents ]*

**Order of Precedence**

**1.2**

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents).

**Definitions**

**1.3**

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

**Article 2 Contract Price and Payment Terms**

**2.1 Contract Price**

The Trust hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be as specified in the Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.

Payment will be released every month after the submission of invoice on satisfactory performance and after deduction of penalty, if any. There shall be paid no advance payment in any case.

**Article 3 Effective Date**

**3.1 Effective Date**

The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Trust and the Service Provider;
- (b) The Service Provider has submitted to the Trust the performance security and the advance payment security;
- (c) The Trust has paid the Service Provider the advance payment;
- (d) *[specify here: any other conditions, for example, opening/confirmation of letter of credit].*

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

**3.2** If the conditions listed any are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Service Provider, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

**Article 4 Appendixes**

**4.1** The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

**4.2** Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

**APPENDIXES**

Appendix 1	Description of the Services
Appendix 2	Project Plan (With deliverables and delivery schedule& SLAs)
Appendix 3	Performance Security forms (Bank Guarantee)
Appendix 4	Price Schedules
Appendix 5	Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Trust and the Service Provider have caused this Contract Agreement to be duly executed by their authorized representatives on the day and year first above written.

For and on behalf of the Trust

Signed:

in the capacity of *[ insert: title or other appropriate designation ]*

in the presence of

For and on behalf of the Service Provider

Signed:

in the capacity of *[ insert: title or other appropriate designation ]*

in the presence of

CONTRACT AGREEMENT

dated the *[ insert: number ]* day of *[ insert: month ], [ insert: year ]*

BETWEEN

*[ insert: name of Trust ],* “the Trust”

AND

*[ insert: name of Service Provider ],* “the Service Provider”

## **1. DEFINITIONS:**

- i.** "Trust/ Purchaser" shall be Aarogyasri Health Care Trust.
- ii. Agreement:** Shall mean the deliverables with SLAs and the Annexure thereto signify the contract period, terms and conditions etc.

## **2. NOTICES:**

All notices to be given under the contract shall be in writing and shall be sent by personal delivery, registered post, Special courier, cable, telegraph, telex, facsimile, electronic mail.

Notices shall be deemed to include any approvals, consents, instructions, orders, certificates information and other communication to be given under the contract.

## **3. DISPUTE AND MUTUAL CONSULTATION:**

If any dispute of any kind whatsoever shall arise between the seller/service provider and the Trust in connection with or arising out of the contract, the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within 28 days after one party has notified the other in writing of the dispute, then upon expiry of notice, either party may proceed to the notification of Arbitration.

## **4. ARBITRATION:**

Any dispute between the parties arising under or related to this contract Agreement that cannot be settled amicably may be referred to by either party to be Arbitration in accordance with the provisions of the Arbitration conciliation Act, 1996 or other rules as may be mutually agreed.

The Arbitrations shall be held in Hyderabad; and the proceedings shall be in English.

The Arbitration award shall be subject to the jurisdiction of Hyderabad High Court at Hyderabad.

## **5. WAIVER:**

The failure of either party to enforce its rights under this contract at any time for any period shall not be construed as a waiver of such rights.

## **6. SAVINGS (SEVERABILITY):**

If any provision of this contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this contract shall remain in full force and effect.

**7. ADDENDUM:**

The Trust and the Service Provider upon the mutual consent of both shall be entitled to carry written addendum through separate addition to this contract with a view to modify, alter, ratify, add or delete to the existing clauses of this contract in such manner and to such extent as they may consider expedient in the interest of and for the purpose of the Trust.

**8. CONFLICT OF INTEREST:**

The Trust and Service Provider warrants that this contract is not likely to have any conflict of interest with any of their organizational, financial, contract or other interests relating to the works and services under this contract.

**9. INDEMNITY:**

The Seller/ Service provider covenants to indemnify, keep indemnified and hold harmless the Trust against all claims , demands, losses, expenses, costs, damages, suits or proceedings made against , incurred or suffered in connection with the Performance of the contract (whether or not involving a third party claim) of any of its representations , warranties , covenants and undertakings under this contract.

**10. JURISDICTION:**

This contract shall be governed by and construed in accordance with the prevailing laws in India. Further, the parties agree that the competent courts or Forums at Hyderabad; only shall have jurisdiction on all matters relating to this contract.

**11. DAMAGES:**

That all damages caused by carelessness, negligence or non-performance of the seller's employees/workmen or any material is wasted or is misused by the personnel/workmen of the seller will be to the account of the seller/service provider who shall make good the same and shall be responsible or accountable for the same.

**12. SECURITIES:**

**Performance Guarantee:**

- The Performance Security shall be for an amount equal to 5percent (5%) of the entire Contract Price.
- The Performance Security shall be released after the expiry of 30 days upon the expiration of contract.

- Trust reserves the right to forfeit the bank guarantee provided by the Service Provider if the Trust is not satisfied with the performance of the Service Provider.

## **APPENDIX 1**

### **Description of the Services**

[Give detailed descriptions of the Services to be provided; Implementation schedule-dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Trust etc.]

## **APPENDIX 2**

### **Project Plan**

**(With Deliverables and Delivery Schedule & SLAs)**

[List format, frequency and contents of deliverables and reports; persons to receive them; dates of submission;]

## **APPENDIX 3**

### **Performance Security Form (Bank Guarantee)**

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*[insert: Trust's Name, and Address of Office]*

**Date:***[insert: date]*

**PERFORMANCE GUARANTEE No.:***[insert: Performance Guarantee Number]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Service Provider]* (hereinafter called "the Service Provider"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Service Provider to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.



On the date of your issuing, to the Service Provider, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s) In figures and words]*. This remaining guarantee shall expire no later than *[insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Applicable Law.

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*[Signature(s)]*

### **Advance Payment Security Form (Bank Guarantee)**

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*[insert: Trust's Name, and Address of or Office]*

**Date:***[insert: date]*

**ADVANCE PAYMENT GUARANTEE No.:***[insert: Advance Payment Guarantee Number]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[Insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Service Provider]* (hereinafter called "the Service Provider"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Service Provider against an advance payment guarantee.

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Service Provider is in breach of its obligations under the Contract because the Service Provider used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Service Provider on its account *[insert: number and domicile of the account]*.

For each payment after the advance payment, which you will make to the Service Provider under this Contract, the maximum amount of this guarantee shall be reduced by the *[insert: ninth or appropriate figure/proportion]* part of such payment.<sup>3</sup> At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

**APPENDIX 4**  
**Price Schedules**

<b>S No</b>	<b>Item</b>	<b>Quantity</b>	<b>Cost per Car per month</b>	<b>KMS per month</b>
1	Hired Vehicle	10 Cars	Rs 25,000/-	2500

**APPENDIX 5**  
**Minutes of Contract Finalization Discussions and Agreed to Contract Amendments**