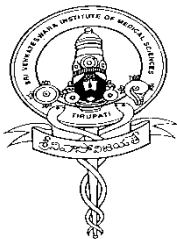


## **GENERAL MANAGER (OPERATIONS)**

**SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES,  
TIRUPATI**

### **e-tender document for**

**"Providing of Skilled & Semiskilled Category workers (Annexure enclosed) to work in similar cadres at Administrative Offices, Labs, Wards, OPDs and OTs of SVIMS on outsourcing basis for a period of three years.**



## GENERAL MANAGER (OPERATIONS)

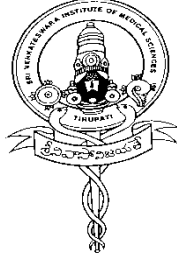
**SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES,  
TIRUPATI**

### NOTICE INVITING TENDER (Online version)

Sl. No.	Description	
1.	Name of the Institution	<b>SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, TIRUPATI</b>
2.	Circle/Division	<b>GENERAL MANAGER (OPERATIONS), SVIMS, TIRUPATI</b>
3.	FILE / NIT Number	<b>Roc.No.GM/5A-II/Outsourcing/SVIMS/2015</b>
4.	Tender Subject	<b>Providing of Skilled &amp; Semiskilled Category workers (Annexure enclosed) to work in similar cadres at Administrative Offices, Labs, Wards, OPDs and OTs of SVIMS on outsourcing basis for a period of three years.</b>
5.	Period of Contract	Three Years from the date of issue of work order
6.	Form of Contract	Outsourcing contract for supply of P.As (Clerical Cadre), Technicians and Pharmacists etc.
7.	Tender Type	Open
8.	Tender Category	Procurement of workers (works)
9.	EMD Amount (INR)	Rs. 6,50,000/- (Rupees Six Lakhs Fifty thousand only)
10.	EMD payable:	Demand Draft drawn in favour of the Director-cum-VC, SVIMS, Tirupati from any scheduled Bank.
11.	<b>Bid Document Downloading Start Date</b>	15.07.2015 at 5.00 P.M
12.	<b>Bid Document Downloading End Date</b>	05.08.2015 at 1.00 P.M
13.	<b>Last Date &amp; Time for Receipt of Bids</b>	06.08.2015 at 3.00 P.M
14.	<b>Bid Validity Period</b>	Two months
15.	<b>Technical Bid Opening Date and Time (Qualification and Eligibility Stage)</b>	06.08.2015 at 3.30 P.M
16.	<b>Price Bid Opening Date and Time (Financial Bid Stage)</b>	06.08.2015 at 4.00 P.M
17.	Place of Tender Opening	<b>Committee Hall, Sri Venkateswara Institute of Medical Sciences, Tirupati</b>
18.	Tender Inviting / Opening Authority	<b>General Manager (O), SVIMS, Tirupati</b>
19.	Address/E-mail id	<b>svimshosp@yahoo.com</b>

20.	Contact Details/Telephone, Fax:	<b>0877-2287777 Extn.2227, Fax: 0877-2286803 &amp; 2286116</b>
21.	<b><u>Eligibility Criteria</u></b>	<ol style="list-style-type: none"> <li>1. Earnest Money Deposit in favour of Director-Cum-VC, SVIMS, Tirupati</li> <li>2. Registration Certificate of Establishment or the firm</li> <li>3. License under section 12(1) of Contract Labour (Regulation &amp; Abolition) Act 1970 in force issued by the competent authority.</li> <li>4. EPF Registration Certificate along with code number.</li> <li>5. Registration with Central Excise Department for manpower supply: Service Tax Code</li> <li>6. Certificate of Registration of ESI</li> <li>7. PAN Card of Firm / Agency</li> <li>8. Agency should have a turnover of 2.5 crores and above in any of the last three financial years certified by the C.A. Proof to be furnished.</li> <li>9. Income tax Returns for the last 3 years.</li> <li>10. Affidavit that the tenderer has not been black-listed in the past by any Hospital/organization on Rs.10/- non-judicial stamp paper.</li> <li>11. Should have minimum 3 (Three) years of similar experience in outsourcing of manpower in Government Depts./ Public sectors/ Government undertakings / Autonomous Medical Institutions and proof of experience must be uploaded.</li> <li>12. The tenderer / agency shall comply all the terms and condition of the tender.</li> <li>13. Affidavit on Rs.10/- Non-judicial stamp paper stating that the Tenderer will provide all the services i.e., man power befitting the requirements.</li> <li>14. Affidavit on Rs.10/- Non-judicial stamp paper stating that the firm has no vigilance case / CBI / FEMA case pending against the Firm/ Agency.</li> </ol> <p>In case of non-submission of any of the above the SVIMS authorities reserves the right to take any appropriate action including the cancellation of tender of the respective tenderer. <b>In this regard the decision of The Director-Cum-VC, SVIMS is final and binding on the tenderers without any recourse.</b></p> <p><b><u>NOTE:</u></b>  <b><u>After Tendering all Bidders should submit the attested copies of the uploaded certificates along with original EMD as specified above to the Medical Superintendent, SVIMS, Tirupati, on or before the scheduled date and time of opening of Technical Bid, failing which their tender will be rejected.</u></b></p>
22.	<b><u>Procedure for Bid Submission</u></b>	<ol style="list-style-type: none"> <li>1. Bids shall be submitted online.</li> <li>2. The participating bidders in the tender should register themselves free of cost on e-</li> </ol>

		<p>procurement platform in the website <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></p> <p>3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, financial bids as per the standard formats available at the e-market place.</p> <p>4. The bidders should scan and upload the documents as defined in the eligibility criteria and submit all the hard copies duly attested to the Medical Superintendent, SVIMS, Tirupati on or before the scheduled time and date of opening of the bid.</p> <p>5. <b><u>Transaction fee on e-Procurement Platform</u></b>: All the participating bidders shall pay a transaction fee (non-refundable) as mentioned in the NIT payable APTS, Hyderabad and through online. (0.03% of estimate contract value + 14% service tax). It is mandatory for all the participant bidders to pay a Non-refundable Transaction fee electronically to APTS, Hyderabad through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts 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 as per G.O.Ms. 13 dated 07.05.2006. A service tax of 14% + Bank Charges for Credit Card Transaction of 2.09%(inclusive of service tax) on the transaction amount payable to APTS, Hyderabad shall be applicable. <b><u>Corpus Fund</u></b>: As per G.O.MS.No.4 User departments shall collect 0.04% of ECV (Estimated Contract Value) <b><u>with a cap of Rs.10,000/-</u></b> (Rupees Ten Thousand only) for all works with ECV upto 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 e-procurement fund in favour of Managing Director, A.P.T.S., HYDERABAD. <b><u>NOTE:There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and upto Rs.10.00 Lakhs</u></b></p>
23.	Transaction Fee Payable To	APTS, Hyderabad (ONLINE)
24.	General Terms and Conditions	AS PUBLISHED IN THE NOTICE INVITING TENDER.



**GENERAL MANAGER (OPERATIONS),  
SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES,  
TIRUPATI**

**PROCEDURE FOR BID SUBMISSION ON E-procurement PLATFORM  
(eTendering):**

- 1) The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at [www.eprocurement.gov.in](http://www.eprocurement.gov.in) by following the procedure given below. The bidder would be required to register on the e-procurement market place [www.eprocurement.gov.in](http://www.eprocurement.gov.in) or <https://tender.eprocurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- 2) The bidders shall submit their eligibility and qualification details, 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 certificate/documents in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder 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.

3) **Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of VAYAM Technologies, Hyderabad [www.eprocurement.gov.in](http://www.eprocurement.gov.in) or <https://tender.eprocurement.gov.in>.

4) **Digital Certificate authentication:**

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

5) **For obtaining Digital Signature Certificate, you may please Contact:**

Andhra Pradesh Technology Services Limited  
BRKR Bhavan, B-Block  
Tank Bund Road, Hyderabad-500022  
Phone: +91-40-23220305  
Fax: +91-40-23228057

**(OR)**

Any other Registration Authority of TCS-CA in India, the city-wise list of RAs is available by clicking the link "Apply for a Class-2 Certificate" under "Enroll" section in the website "<https://www.tcs-ca.tcs.co.in/mca21/index.jsp>

### **Hard copies:**

- i) Attested copies of all original hard copies of the uploaded scanned copies of D.D towards EMD by participating bidders must submit to the tender inviting authority before scheduled date and time of the opening of the Technical bid, otherwise the tender will be rejected on online.
  - ii) All the bidders shall invariably upload the scanned copies of DD in e-Procurement system and this will be the primary requirement to consider the bid responsive.
  - iii) The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, DD towards EMD in the e-Procurement system and open the price bids of the responsive bidders after evaluation of technical bids and results of the samples.
  - iv) The department will notify the successful bidder for submission of original hard copies of all the uploaded documents and DD towards EMD prior to entering into agreement.
  - v) The successful bidder shall invariably furnish the original DD towards EMD, Certificates/Documents of the uploaded scan copies to the Tender Inviting Authority before entering into agreement, either personally or through courier or Regd. post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non-receipt of original DD towards EMD, Certificates/Documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinely of the DD towards EMD and all other certificates/documents uploaded by the bidder in e-procurement system. In support of the qualification criteria before concluding the agreement.
- 6) The G.O.Ms.No.174-I & CAD dated: 1-9-2008 Deactivation of Bidders; If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, DD towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, as the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable.
- 7) The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of Hard copies submission to avoid any discrepancy.
- 8) **Payment of Transaction Fee:**

It is mandatory for all the participant bidders to electronically pay a Non-refundable Transaction fee to APTS, Hyderabad through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC and Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms.13 dated 07.05.2006. A Service Tax of 14% + Bank Charges for Credit Card Transaction of 2.09%(inclusive of service tax) on the transaction amount payable to APTS, Hyderabad shall be applicable.

9) **Corpus Fund:**

As per G.O.Ms.No.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 upto 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, towards e-procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-procurement fund in case of works and services with ECV less than and upto Rs.10 Lakhs

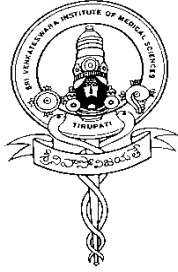
10) **Tender Document:**

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

11) **Bid Submission Acknowledgement:**

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement 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 Sri Venkateswara Institute of Medical Sciences and Vayam Technologies, Hyderabad are not responsible for incomplete bid submission by users.



## **GENERAL MANAGER (OPERATIONS),**

**SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, TIRUPATI**

**" Providing of Skilled & Semiskilled Category workers (Annexure enclosed) to work in similar cadres at Administrative Offices, Labs, Wards, OPDs and OTs of SVIMS on outsourcing basis for a period of three years.**

### **TENDER CONDITIONS:**

Online (eTendering) tenders are invited only from the Registered **Agencies** for

**" Providing of Skilled & Semiskilled Category workers (Annexure enclosed) to work in similar cadres at Administrative Offices, Labs, Wards, OPDs and OTs of SVIMS on outsourcing basis for a period of three years.**

- 1) The SVIMS is desirous to have this tender in two bids i.e., (1) Technical bid and (2) Financial bid and also desirous to procure **workers** from more than one tender / agency if needed. The tenderer should have a turnover of at least **2.5 Crores** in any one year during the last 3 financial years, (\*) proof to be furnished. The Tenderer should have been in existence for at least 3 full years before the current financial year. All Tenderers should submit the attested copies of all scanned and uploaded certificates on online including ORIGINAL EMD to the Medical Superintendent, SVIMS, Tirupati, on or before scheduled date and time of opening of the Technical bid as mentioned in NIT. The technical bids will be opened and evaluated by the tender opening authority i.e Medical Superintendent, SVIMS, Tirupati on the date and time as mentioned in NIT through the existing eProcurement system.

The financial bids of those tenderers who are technically qualified will be opened on the date and time as mentioned in the NIT through the existing eProcurement system in the presence of Medical Superintendent, SVIMS, Tirupati, along with committee members or any other officer authorized by the Director-cum-VC, SVIMS, Tirupati in the presence of tenderers. The SVIMS may extend the last date by issuing an amendment in which case all rights and obligations of the SVIMS and the tenderers previously subject to the original deadline will then be subjected to the new deadline. **SUBMISSION OF TENDER DOCUMENTS ON OFFLINE WILL NOT BE CONSIDERED.**

Sl.	No. of Individual Tenders Floated
01.	P.A.s, Technicians, Pharmacists etc. in similar cadres etc.
02.	Staff Nurses, Bedside Assistants etc.
03.	Sanitation & Housekeeping
04.	Security Staff

**(\*) If the tenderer desires to participate in more than one tender, such tenderer should furnish turnover for the total amount of the turnovers specified in such no. of tender schedules.**



- 2) Only **service charges** shall be quoted, should submit the attested copies of the scanned and uploaded certificates with ORIGINAL EMD to the Tender Opening Authority on or before scheduled date and time of opening of the Technical bid which will be opened on the date and time as mentioned in the NIT. The supply of workers shall be in accordance with the specifications shown in the tender conditions.
- 3) Earnest Money Deposit as mentioned under column (9) of the notice inviting tender shall be paid by way of an Account Payee Demand Draft drawn in favour of the Director-cum-VC, SVIMS, Tirupati, payable at Tirupati on any scheduled bank along with tender schedule. Security Deposit of **Rs.5,00,000/-** shall be submitted at the time of agreement in the form of DD i.e. within 7 days from the date of the allotment of contract, otherwise the allotment will be cancelled, forfeiting the EMD. The EMD and Security Deposit will be released only after successful completion of the supply in all respects and after completion of the Guarantee period. The EMD and S.D. will not carry any interest.
- 4) The wages payable to the outsourcing employees should be as per G.O.Ms.No.68 LET & F. (Lab.II) Dept. 8.12.2011 i.e. the employees working in Hospitals, Nursing Homes and Dispensaries and Gazette Notifications of Living allowance issued by the commissioner of Labour, A.P. from time to time. Further, SVIMS cannot issue stationery forms like form-C (or) form-D and this should be taken into account by the supplier/ tenderer / Agency while quoting the service charges to SVIMS. The technical bid will be opened and checked in the presence of the committee as per eligibility criteria mentioned in NIT.
- 5) Negotiations will not be made with all the tenderers. In case of necessity, negotiations will be made only with the lowest tenderer/ tenderers and in this regard the decision of Committee or the decision of the Director-cum-VC, SVIMS, Tirupati, shall be final and binding on the Tenderers without any recourse.
- 6) The successful tenderer has to furnish a bank guarantee of Rs.45 lakhs within (07) seven days of the receipt of the tender confirmation order, lest the orders will be cancelled without any further communication in the matter.
- 7) The supply of **workers** are meant for various needy Departments of SVIMS. **The supply shall be accepted subject to the committee decision only.**
- 8) The successful Tenderer shall give advance intimation about the supply of workers to be made to facilitate SVIMS.
- 9) The tenderer should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with SVIMS. The tenderer should inform SVIMS, the correct address from where the workers are going to be supplied to SVIMS. The tenderer should possess an experience of three years in the field and the experience certificate and other Certificates as described at eligibility criteria column No.21 should be enclosed invariably along with the tender schedule. In case of non-submission of these certificates, the SVIMS authority reserves the right to take any appropriate action including the cancellation of tender of the respective tenderer. In this regard the decision of the Director-cum-VC, SVIMS, Tirupati is final and binding on the tenderers without any recourse.
- 10) The tender accepting authority i.e., the Director-cum-VC, SVIMS, Tirupati reserves the right either to reject any or all tenders without assigning any reason. In this regard the decision of SVIMS is final and binding on the tenderer without any recourse. Further, it is understood by both the parties to the tender and is specifically accepted by the tenderer when the tenderer files the tender before SVIMS, the acceptance or rejection of the tender by SVIMS., or methodology adopted by SVIMS., in short listing the agencies for the supply of workers etc., shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc., from the Hon'ble court or Courts to stall the proceedings in SVIMS.

- 11)The tendered quantity of workers is tentative. It can be increased or decreased at the discretion of SVIMS. The SVIMS may accept or reject, in full or in part, any or all the offer, without assigning any reason whatsoever.
- 12)The selection of eligible candidates / persons will be done by the committee of SVIMS by way of skill test / interview etc., on the supply of workers done by the successful agency / tenderer.
- 13)The SVIMS reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability to the affected tenderer or any obligations to inform the affected tenderers, the grounds of acceptance or rejection.
- 14)**The supply of workers should be made within the time as per the supply schedule to be given to the successful tenderer at the time of entering into the agreement. The schedule is tentative and the SVIMS is having every right to revise the schedule.**
- 15)The supply of **workers** should strictly confirm to the following eligibly criteria. as per the qualifications more fully described hereunder.

Technicians	Must have passed B.Sc Paramedical / PG Diploma in Paramedical courses
PAs	Must possess a Degree of a recognized university. Must have Typewriting English (Lower/Higher) / Diploma in computer applications / PGDCA
Pharmacists	Must have passed SSC or its equivalent examination. Must have a Diploma / Degree in pharmacy of a recognized institution

**Note:** Selection of workers will be done by the committee of SVIMS.

- 16)SVIMS reserves the right to reject the workers, if the workers are not made strictly as per the eligibility criteria mentioned above. In this regard, the decision of the Director-cum-VC is final and binding on the parties without any recourse.
- 17)The payment will be made every month by the General Manager (O), SVIMS, Tirupati. The supply of workers should be strictly in conformity with the specifications.
- 18)SVIMS reserves the right to charge penalty as decided by the Director-cum-VC, SVIMS, Tirupati or withhold payment for any unsatisfactory supply by the agency without prejudice to its other rights. In this regard, the decision of Director-cum-VC, SVIMS, Tirupati is final. The agency is further liable to reimburse / compensate the SVIMS or to third party for any loss, damage, injury, harm etc., caused or arising out of the negligence in supply of or any other act or breach of contract.
- 19)Notwithstanding anything contained in the terms and conditions of this quotation the Director-cum-VC, SVIMS, Tirupati, is the ultimate authority in deciding the recovery of percentage of penalty from the supplier taking into account the supply and future requirement of the supply of workers in the larger interest of the organization. The reasons for such non recovery of percentage of penalty if any has to be recorded in writing by the Director-cum-VC SVIMS, Tirupati and has to be duly approved by the appropriate authority before releasing payment to the Contractor / agency.

- 20) The service charges quoted shall be firm and fixed from the date of submission of tender to the date of completion of the contract of supply in all respects. ANY REQUESTS FOR REVISION OF SERVICE CHARGES BY THE SUPPLIER SHALL NOT BE ENTERTAINED DURING THE CONTRACT PERIOD.
- 21) Penal clauses of the supplier whatsoever like payment of interest on late payment of bills etc. shall not be acceptable to SVIMS.
- 22) The successful bidder has to enter into an agreement agreeing to all the conditions of the contract with the SVIMS on Non-judicial stamp paper of value of Rs.100/- within 15 days from the date of receipt of the intimation to him that his TENDER has been accepted. The format of agreement shall be supplied to the approved workers agency along with the communication of accepting the service charges quoted.
- 23) The standard payment terms of SVIMS are applicable. No advance shall be paid by SVIMS, against the order. The payment to suppliers shall be made by SVIMS only through cheques.
- 24) The tenderer whose tender has been accepted will be informed about the award of the contract by the authorities prior to the expiration of the validity period by a registered letter/in person.
- 25) For breach of any of the above tender conditions, the E.M.D. and Security Deposit are liable to be forfeited duly blacklisting the Firm. Further, Non-performance of any of the contract provisions to the satisfaction of SVIMS will disqualify the supplier to participate in the tenders for the next five years, by disabling the digital certificate.
- 26) The SVIMS reserves the right to add/delete/change/modify any or all the conditions mentioned in the tender schedule and the said addition/deletion/changes/ modifications can be incorporated in the agreement to be entered into with the supplier irrespective of tender conditions mentioned in the notice inviting tender or in the tender schedule or the same can be incorporated in a form of codicil as the case may be and the same will be binding on the supplier without any recourse.
- 27) The successful tenderer shall be required to execute an agreement. The Signatory should produce documentary evidence of empowering him to do so, if called upon at any time during the contract period. In case of change in the Authorized signatory it is binding on the supplier to inform the changes to the SVIMS.
- 28) The successful tenderer should execute an agreement through the Registrar, SVIMS, Tirupati, on non-judicial stamp paper worth Rs.100/- agreeing to all the conditions of the contract. If the successful tenderer fails to execute the agreement within the time specified or withdraw the tender after the intimation of the acceptance of his tender by SVIMS or he is unable to undertake the contract due to any other reason, his contract will be cancelled and his E.M.D. shall be forfeited and he will also be liable for all damages sustained by the SVIMS., by reason of breach such as failure to supply/delayed supply including the liabilities to pay differences between the prices accepted by him and those ultimately paid for the procurement of the commodity. Such damages shall be assessed by the Director-cum-VC, SVIMS, Tirupati whose decision shall be final and shall be binding on the supplier.
- 29) The SVIMS, reserves the right to terminate/amend/modify the contract without assigning any reason or advance notice to the tenderer/Supplier. Similarly, the terms of the tender may be amended/modified by SVIMS, if necessary, to ensure competitiveness and quality of procurement.

- 30) **SUB-CONTRACTING:** The contract supply awarded should be executed by the successful Tenderer/ quotationer only and sub-contract of supply is not permitted.
- 31) **INDEMNITY:** The tenderer shall at all times indemnify SVIMS, against all claims, which may arise in respect of supply of workers etc., not conforming to the specifications.
- 32) If the tenderer, in the opinion of SVIMS, fails or neglects to comply with any of the terms and conditions of the contract or with any order issued there under then, in such a case, the SVIMS shall without prejudice to any other right or remedies under this contract be entitled to cancel the contract by giving a notice in writing to the agency without being liable to pay any compensation for such cancellation.
- 33) Tenders, which are not in accordance with the stipulations mentioned, are liable for rejection. Offer with insufficient information and offer, which do not strictly comply with the stipulations given above, are liable to be rejected. Any tenderer not accepting the conditions mentioned herewith or providing wrong information will be summarily rejected.
- 34) No supplier shall be allowed at any time on any ground what so ever to claim revision or modification in the service charges quoted by him. Conditions such as Subject to Availability of workers will be made as and when workers are received etc., will not be considered under any circumstances.
- 35) In the event of any dispute arising out of the tenders such dispute would be subject to the jurisdiction of the civil courts at Tirupati, A.P., only.

## **TERMS & CONDITIONS**

1. The contractor should make the supply of workers as per the supply requested by the SVIMS in writing.
2. C & D form facility in respect of exemption of interstate tax is not available with SVIMS.
3. The contractor shall indemnify and hold harmless to SVIMS against any/and all claims, demands and/or judgments of any nature brought against SVIMS arising out of the contract. The obligation under this paragraph shall survive even after the termination of this contract.
4. The firms who are under black list not mentioned in the tender process and any wrong declaration in this regard, if it comes to the notice at a later date will be disqualified and rejected.
5. The tenders of the persons having criminal / bad track record (or) the persons whose earlier contract for supply of workers on outsourcing basis either to SVIMS (or) other Institutions was cancelled for violation of agreement / contract conditions (or) on committal of other lapses will summarily be rejected.
6. In the case of failure by the contractor in executing the contract within the period specified by the Director-cum-VC, or any other Officer authorized by him shall have the powers to reject such contract and to engage any other contractor and excess of cost so incurred by the concerned officer, SVIMS, over the contract price together with all charges and expenses attached to the provision of service shall be recoverable from the contractor.
7. The contract period will be for **three years** from the date of execution of the agreement by the successful firm / agency. The firm / agency is supposed to provide workers as and when requested by SVIMS during the contract period.

8. The workers should work under the direct control of the concerned HODs where they are ordered to work and there is no guarantee for any job to the employee of the contractor in SVIMS or continuation of contract after agreed period.
9. Without the knowledge of the General Manager (O) the person deployed for this work should not be replaced and as per instructions of authorities alternate arrangement should be made within 24 hours in the absence of regular staff and their output should match with the outputs given by regular personnel and should not lead to day to day work getting affected.
10. The workers agency is informed that SVIMS may find if necessary to postpone or cancel the assignment and/or shorten the extension of its duration. However, every effort will be made to give as early as possible notice of any changes. In the event of termination the amount shall be paid for the services rendered for carrying out the assignment to the date of termination and report or parts thereof, or any other information and documentation gathered under this contract prior to the date of termination shall be handover to SVIMS.
11. The workers agency will be responsible for staff compensation, employment liability and insurance for the candidates during this assignment. The workers agency may also maintain comprehensive general liability insurance including contractual liability coverage adequate to cover the indemnity of obligation against all damages, cost and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of its staff.
12. The workers agency shall indemnify and hold harmless SVIMS against any/and all claims, demands and/or judgments of any nature brought against SVIMS arising out of the services by the consulting firm and its staff under this contract. The obligation under this paragraph shall survive even after the termination of this contract.
13. **Obligation on the part of Service Provider:** The workers agency during the term of this contract and after its termination shall not reveal any information or provide data directly or indirectly to any agency.
14. **Disclosure of information:** The workers agency also agree that, all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of SVIMS.
15. The tenderer should quote the service charges both in words and in figures otherwise their offer will not be considered. In case of any discrepancy between the service charges quoted in words and figures, the service charges quoted in words will prevail.
16. **Payment:** The standard payment terms of SVIMS are applicable and all statutory deductions applicable at the time shall be made from the payment. **No advance will be paid** against the order and agreed service charges during the currency of the contract. The payments are made by SVIMS through cheque only and it is to specifically ensure that all payments to workers shall be made by the agency only through Bank Accounts.
17. **Documents required for payment of wages :**
  - i) Monthly bill
  - ii) Documentary evidence that payment is made to workers through their Bank Accounts.
  - iii) E.S.I. payment challan of the preceding month where SVIMS has paid the employer contribution of ESI.

- iv) E.P.F. payment challan of the preceding month where SVIMS has paid the employer contribution of EPF.
- v) Service Tax payment challan of the month / quarter as the case may be where SVIMS has reimbursed the amount.
- vi) Attendance particulars
- vii) Statement showing the workers EPF and ESI contributions.

The above documents required are not exhaustive and it is to be specifically noted that without the above documents, the bills of the agency shall not be processed by SVIMS.

18. SVIMS reserves the right to charge penalty as decided by the Director-cum-VC or withhold payment for any unsatisfactory service rendered by the agency without prejudice to its other rights. In this regard, the decision of the Director-cum-VC is final. The agency is further liable to reimburse/compensate the SVIMS or third party for any loss, damage, injury, harm etc., caused or arisen out of the negligence, rashness or any other act of its personnel employed or breach of contract.
19. All prohibitory activities applicable to SVIMS have to be followed strictly.
20. SVIMS shall not be making any over time payment to the staff supplied by the contractor for this purpose to SVIMS.
21. **Action where no specification:** In the case of any class of specifications or class of work of which there is no mention in the specifications or in the terms and conditions, such specifications shall be carried out in accordance with the instructions and requirement of SVIMS.
22. In the case of failure by the workers agency to provide the workers within the period specified the Director-Cum-VC, SVIMS or any other Officer authorized by the Director-Cum-VC shall have the powers to reject such contract and to engage any other workers agency and excess of cost so incurred by the concerned officer, SVIMS, over the contract price together with all charges and expenses attached to the provision of service shall be recoverable from the tenderer.
23. The tenderer should also submit an attested photocopy of the income tax clearance certificate issued by the Income Tax department if available. The tenderer should also furnish the status of the company (Partnership / Pvt.Ltd./ Company / Govt. Undertaking/Public Sector Unit) etc. The tenderer should furnish the authorization document in the proper form.
24. Qualification and experience of the workers shall be as mentioned in the Tender Rules. SVIMS at its discretion may form a committee to select the workers from those workers produced before SVIMS by the tenderer as per the qualifications and experience mentioned and in this regard the decision of the committee and SVIMS shall be final and binding on the tenderer without any recourse.
25. The tenderer shall quote service charges in the given Price Schedule only, and any other details cannot be appended.
26. During the period of the contract, the prevailing Income Tax (inclusive of surcharge on IT), Education Cess on IT and other taxes as applicable from time to time will be deducted from the gross payment of each bill of the contract.
27. SVIMS reserves the right to reject any tender or any items in the tender or all the tenders without assigning any reason therefore.
28. The SVIMS reserves the right to accept or reject any tender and to cancel the process and to reject all tenders at any time prior to the award of the contract without assigning any reasons and also under no obligation to inform the affected tenderer the ground of acceptance or rejection of the same. In this

regard, the decision of the Director-cum-VC, SVIMS, Tirupati is final and binding on the tenderers without any recourse.

29. Further, it is to specifically be accepted by the tenderer when the Tenderer files the tender before SVIMS that the acceptance or rejection of the tender by SVIMS or methodology adopted by SVIMS in short-listing the Agencies/Firms for the supply of tender requirements shall not become a cause of Action or Ground for the tenderer to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, direction etc., from the Hon'ble Court or Courts to stall the proceedings in SVIMS.

### **SPECIAL Terms & Conditions:**

- 1) The services provided by the firm/agency will be under the control and supervision of the General Manager (O). The contractor has to provide services at SVIMS, Tirupati as per instructions of the authorities. The contractor has to provide statement of particulars of Employer's and Employees share of EPF and ESI remittances made by him with name etc. every month. The contractor shall deduct Employee share of EPF and ESI (as per prevailing labour act) from wages and remit to EPF and ESI authorities and produce proof of challans with particulars of names etc. to the G.M.(O) Office, SVIMS while claiming subsequent month's bill.
- 2) The valid License under section 12(1) of the contract Labour (Regulation and Abolition) Act 1971 shall cover the entire period of contract. It is the responsibility of the contractor to renew his license and produce the same to the SVIMS authorities for the contractual period with the SVIMS; in other words, he should have valid labour license for the entire period of contract and produce it to the SVIMS duly making renewals whenever required.
- 3) Taxes if any to be paid to the Government of Andhra Pradesh / Govt. of India as the case may be are to be borne by the Agency only. The contractor has to pay Service Tax to Govt. of India @ 14% or as applicable from time to time. The contractor has to remit Service Tax to Govt. of India by 5<sup>th</sup> day of succeeding month.
- 4) The contractor has to furnish list of workers with names, age, address, cell number etc. engaged by him. In case of any accident or any injury sustained by any workmen engaged in the performance of the work relating to the contract, all expenditure shall be borne by the Agency / Firm only and the SVIMS will not undertake any responsibility on this.
- 5) The firm shall at all-time indemnify SVIMS against all claims which may be made under the workmen compensation act or any statutory rules modification thereof or rules of compensation payable in consequent of accident or any injury sustained by any workmen engaged in performing of the work relating to this contract.
- 6) The Agency / Firm having any relatives working in SVIMS at any place cannot submit tenders.
- 7) The successful agency shall pay the monthly salaries to the contract workers regularly and credit into Bank account of the individuals and furnish a copy to the General Manager (O), SVIMS, every month.
- 8) The Contractor has to pay minimum wages to worker as fixed by SVIMS from time to time, in terms of G.O.Ms.No.68, dt:08.12.2011 & the Gazette Notification issued from time to time by the Labour Commissioner, A.P. The wages have to be paid into Bank Account of worker within one day from the date of receipt of cheque from SVIMS. There should be no discrimination on payment of wages in respect of male and female workers if the nature of the work is the same. The service charges quoted will be valid for the period of contract and no hike will be admissible. However, he shall disburse the minimum wages as per the rates fixed by the SVIMS from time to time.

8A) The contractor should maintain the registers / records as may be required under the above Acts and Rules made thereunder from time to time, and produce those records for inspection of the Institute as and when demanded, (or) for inspection of Officers / other Enforcement Authorities specified under the above Acts.

8B) The Minimum rates of wages payable at present to the Contract workers working as per the G.O.Ms.No.68 LET & F (Lab-II) Deptt., dt. 8.12.2011 and Gazette Notification Nos. 119, dt:22.04.2015 respectively are as follows:

Sl.No.	Category	Wage per day
1.	Skilled	Rs.394/-
2.	Semiskilled	Rs.348/-

Apart from the wage rate Service Tax, Employer share of Provident Fund contribution and ESI at applicable rates shall be paid to the contractor and who in turn shall deposit all these statutory payments into respective workers/government accounts promptly.

The definition of categories will be as follows:

**Skilled:** The skilled work is that which includes skill acquired through experience on job (or) through training and performance of which calls for initiating accuracy and judgment.

**Semiskilled:** Semiskilled work is that which involves some degree of skill acquired through experience on the job which is capable of being performed under supervision and guidance of skilled employee.

**The present requirement of workers under each category of contract is as under:**

Sl.	Category	Skilled	Semiskilled	Unskilled	Total
01.	P.A's, Technicians and Pharmacists etc. in similar cadres	288	75	0	363

The above requirement of workers may vary i.e. increased or decreased befitting the manpower requirement of the Institution and the tenderer shall provide all the man power services as and when called for.

8C) The contractor shall be liable for payment of wages to the workers engaged by him and the Institute shall not be responsible for the grievances of such workers engaged by the contractor.

8D) The Institute agrees to make payment to the Contractor for the workers engaged by him as required by SVIMS from time to time as per G.O.Ms.No.68 dt: 8.12.2011 and A.P. Gazette notifications communicated from time to time, in one lump sum on monthly basis, inclusive of contractor service charges on the total wages earned by workers and Service Tax, EPF and ESI as per existing rates on submission of relevant bills, receipts etc.

8E) The contractor shall be liable to pay the following contribution / charges in respect of the daily wage workers engaged by him.

- |                                       |         |
|---------------------------------------|---------|
| a) Employer's share of Provident Fund | - 12%   |
| b) Administrative Charges             | - 0.86% |
| c) Inspection Charges                 | - 0.50% |
| d) ESI employers share                | - 4.75% |
| e) Service Tax                        | - 14%   |



8F) Further, the Contractor shall be liable to recover the worker's share of Provident Fund from the wages payable to them from time to time, and to pay the same along with the employer's (i.e. Contractor's) share of contribution, to the authorities concerned and furnish receipts to the Institute on demand.

8G) The contractor shall be liable to grant 9 days of Festival Holidays, 18 days of Earned leave and other leaves if any, as stipulated in the contract labour (Regulation & Abolition Act) 1970 / Factories Act, 1948 as the case may be.

- 9) The agency shall provide the workers having the knowledge of local language i.e., Telugu to read, write and speak.
- 10) The workers engaged by contractor shall be issued a laminated identity card affixing latest photograph giving details of Name, Age, Designation, Name of the Agency, blood group and other details duly signed by the contractor or his/her representative. Only such of the persons who are issued with identity cards by the contract will be allowed to enter into SVIMS premises.
- 11) The SVIMS will not in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against the SVIMS. If any such claim is made against the SVIMS by any worker or his heirs engaged / employed by the contractor, which the SVIMS is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at the SVIMS premises or otherwise, the contractor will be liable to identify / reimburse to the SVIMS all the money paid in addition to the expenses incurred by him/her.
- 12) The Agency shall be absolutely responsible and liable for any personal injuries or death and or property damage or losses suffered to the SVIMS due to negligence of the contract personnel in their performance of the services required under the Agreement. The SVIMS shall not be liable to offer legal services for the offences if any, committed by any staff of the Agency to whom the contract is given.
- 13) Submission of more than one tender document by the same tenderer will be liable for rejection.
- 14) If two / more tenderers quoted one and the same service charges and if they became successful tenderers, their credentials will be considered for allotting the contract. The decision of the Director-Cum-VC, SVIMS is final in this regard.
- 15) The service provider should have local office at Tirupati to ensure satisfactory fulfillment of contractual obligations.
- 16) The workers to be deployed by the Contractor shall be liable to be rotated from any SVIMS Department situated at Tirupati and vice versa as deem fit by the G.M.(O) SVIMS, Tirupati, in the larger interest of the organization. In this regard, the decision of the G.M.(O), SVIMS, Tirupati, shall be final and binding on the Contractor providing workers without any recourse. The workers to be deployed by the Contractor to SVIMS cannot seek as a matter of right **as to** the place of employment.
- 17) It is made very clear that **SVIMS shall not provide accommodation, food and Transportation** to the workers deployed.
- 18) SVIMS shall not provide uniform to the workers and it is the responsibility of the Contractor to provide proper uniform as directed by the G.M.(O), SVIMS, Tirupati, from time to time and SVIMS shall not reimburse any amount towards cost of providing uniform to outsourcing workers.
- 19) If the performance of any candidate of the Contractor deputed in this regard is not satisfactory the Contractor has to replace the candidate with a suitable substitute. Any absence without permission of SVIMS will lead to deduct such amount from the consolidated amount payable to them.

- 20) The SVIMS will insist statutory payments to be paid by the Contractor to the concerned government departments on or before 10<sup>th</sup> of the succeeding month. In case of delay, the reason for such delay has to be appraised to the satisfaction of the G.M.(O), SVIMS, Tirupati.
- 21) The Contractor has to periodically train the workers to be supplied to SVIMS to the satisfaction of the G.M.(O) SVIMS, Tirupati and in this regard his decision is final which is binding on the Tenderer without any recourse.
- 22) **Force Majeure: Any act of God, shall not disentitle the parties to this Agreement to terminate the Contractor or claim damages. Whether an "act" will come within the purview of the "Act of God" or not will be decided by the SVIMS and its discretion will be final.**
- 23) The Contractor should be very attentive in not allowing the workers so deployed participating in the trade union **activities** or allied activities in any manner either directly or indirectly.
- 24) It is specifically accepted by the Contractor that no employee of the Contractor shall under any circumstances be treated or deemed to be **as** "Employee" of SVIMS and SVIMS shall not have or be asked to or expected to accept or accepted any responsibility or liabilities as an "Employer" to any of the employees of the Contractor for the reason of making any payment continuously or extending any facility under this contract. **The workers supplied by the Contractor shall not be treated as SVIMS employees at any point of time and they do not accrue any right over the First Part for any purpose.**
- 25) The persons supplied by the Contractor should not have any Police records / Criminal cases against them. The Contractor should make adequate enquiries about the character and antecedents of the workers before their deployment through local police, collecting proofs of residence, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The Contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness and shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.  
**The Contractor is responsible for all the acts being done by the workers supplied to the SVIMS.**
- 26) The Contractor will provide the required workers for a shorter period also, in case of any exigencies, as per the requirement of this office.
- 27) The Contractor shall be responsible for the attendance of his staff in the Department. In case of any staff of the Contractor remains absent or granted leave by them, they will send / arrange his / her substitute.
- 28) If it will found that the Contractor **or his workers** will be influenced by any political parties or with any other outside agencies, the work will terminate automatically and the Contractor will be black listed in SVIMS. They are not entitled for further participation in the SVIMS.

**DIRECTOR-CUM-VICE CHANCELLOR  
SVIMS, TIRUPATI**



**SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES,  
TIRUPATI**

**FINANCIAL BID**

Name of the Bidder / Firm ::  
EPF Registration No. ::  
Service Tax Registration No. ::  
ESI Code No. ::  
Contractor Labour License No.  
With date of expiry ::

**The contractor has to quote only service charges**

Sl. No	Description	Contractor Service Charges (to be quoted in % over the total amount to be paid per month)
	Contractor <b>service charges</b> on Total amount to be paid per month towards wages of skilled and semi-skilled workers as defined below (derived excluding statutory payments viz. Service Tax, E.P.F. & E.S.I.)	

**Note: The contractor shall quote his services charges in percentage(%) over the total amount to be paid per month towards the minimum wages which is to be derived exclusive of all applicable taxes and as defined below: (However the mandatory and statutory taxes to be paid like ESI,EPF etc., shall be paid per person per month to the respective departments which inturn will be paid by SVIMS)**

**Minimum wages to be paid per day per each category as mentioned:**

Sl.No.	Category	Wage per day
1.	Skilled	Rs.394/-
2.	Semiskilled	Rs.348/-

**Total Requirement as follows:**

Sl.	Category	Skilled	Semiskilled	Unskilled	Total
01.	P.A's, Technicians and Pharmacists etc. in similar cadres	288	75	0	363

**The total requirement mentioned above is tentative**

Place ::

Date ::

E.M.D. amount of Rs. ....

D.D.No ..... dt. ....

**Signature of the tenderer with full address**  
(To be signed by an authorized signatory with full address of the tenderer)

Phone No. :

Fax No. :

## **DECLARATION**

Name of the Tenderer :

Address of the Tenderer :  
(To be filled in by the Tenderer)

I/ We hereby agree to abide all the terms and conditions of the contract. I/ We do hereby agree that I / We shall keep my / Our offer open for a period of sixty days from the date of opening of the tender or from the date of negotiations whichever is later or for the extended period as desired by SVIMS in addition to the period of sixty days mentioned above in the event of my / our offer being accepted. I / We shall abide by and give my / our acceptance to the above terms and conditions from Sl.No.1 to 29 and special terms and conditions from Sl.No.1 to 28 and which are this supply contract governing and shall execute an agreement in the prescribed form, in the event of my / our offer being accepted by SVIMS.

**Yours faithfully,**

**Signature of the tenderer with full address**  
(To be signed by an authorized  
signatory with full address of the tenderer)

ANNEXURE

Description of the Post	CATEGORIES		
	SKILLED	SEMISKILLED	UNSKILLED
P.As.	156	35	-----
Technicians	116	34	-----
Pharmacists	16	6	-----
Total	288	75	-----