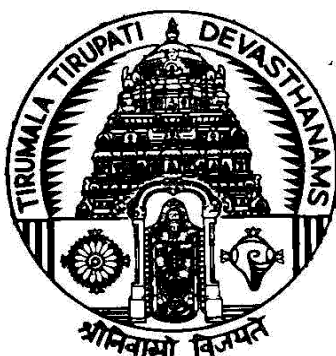


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**MEDICAL DEPARTMENT**  
**T.T.DEVASTHANAMS, TIRUPATI.**



**Office of the Chief Medical Officer, T.T. Devasthanams,  
K.T. Road, Tirupati, Chittoor Dt., (A P).**

**e - Tender document for**

**“OUTSOURCING MAN POWER AGENCY FOR SUPPLY OF MEDICAL & PARA MEDICAL PERSONNEL  
ON  
OUT SOURCING BASIS”**

**TirumalaTirupatiDevasthanams::Tirupati****NOTICE INVITING TENDER (N I T) (Online version) e-Tender**

<b>S. No.</b>	<b>Description</b>	<b>Remarks</b>
1.	Department Name	TirumalaTirupatiDevasthanams
2.	Circle/Division	MEDICAL DEPARTMENT, Tirupati
3.	Tender Number / file No.	TTD-83021(31)/17/2019/CMO
4.	Tender Subject	Supply of Man Power through Out-sourcing of Medical and Para Medical to the Medical Department, (Central Hospital, TTD, Tirupati&Aswini Hospital, KKC) TTD, Tirumala and payment of wages and other statutory deductions already engaged outsourcing Medical & Paramedical staff.
5.	Period of Contract	1 yearfrom the date of issue Work order
6.	Form of Contract	Outsourcing contract for supply of Medical and para-medical staff
7.	Tender Type	Open (online version)
8.	Tender Category	Out sourcing Man Power
9.	EMD/Bid Security(INR)	Rs.5,60,000/- ( Rupees five lakh and sixty thousand only)
10.	EMD/Bid Security payable to	Account payee Demand Draft drawn in favour of "The Executive Officer, TTD, Tirupati" from any Nationalized Bank, payable at Tirupati.
11.	Bid Document Downloading Start Date	<b>22-05-2019, 05.00 P.M</b>
12.	Bid Document Downloading End Date	<b>04-06-2019, 2.00 P.M</b>
13.	Last Date & Time for Receipt of Bids	<b>04-06-2019, 3.00 P.M</b>
14.	Bid Validity Period	06 Months
15.	Technical Bid Opening Date and Time(Qualification and Eligibility Stage)	<b>05-06.2019 at 11.00 AM</b>
16.	Price Bid Opening Date & Time (Financial Bid Stage)	<b>06-06-2019 at 11.00 A.M</b>
17.	Place of Tender Opening	O/o the Chief Medical Officer, T.T. Devasthanams, K.T.ROAD, TIRUPATI.
18.	Tender Inviting/Opening Authorities	THE CHIEF MEDICAL OFFICER, TTD, Tirupati.
19.	Address/E-mail id	cmo.adldirector@gmail.com
20.	Contact Details/Telephone, Fax	0877-2264371 (During office working hours) 0877-2264370

**21. Qualification of Medical & Para Medical staff, Required Number & Category:**

To supply exiting Medical & paramedical staff as per the following requirement & qualification and Payment of wages and other statutory deductions to the already engaged outsourcing Medical & Para Medical staff and also supply outsourcing man power for arising vacancies.

S. No.	Cadre	No. of posts required to be outsourcing.	Qualification
1	Physiotherapist	02	a. Must have passed Bachelor of Physiotherapy Degree of any recognized University (4½ years course). b. Must have experience of not less than two years in a reputed institution.
2	Nurse (Ordinary)	04	1. Must have undergone a successful training for a period not less than three years on general sick nursing of men and women and for a period of six months in Midwifery training in both cases to be undergone in an institution approved by the State Government and qualifications prescribed for registration as Nurse and Maternity Assistant. <b>OR</b> 2. A diploma in general nursing and Midwifery from a recognized Institution.
3	Nurse (B.Sc.,)	15	1. Must possess <b><u>B.Sc. Nursing Degree from an institution</u></b> approved by the State Government. 2. Must be registered with AP Nursing Council.
4	Pharmacist	17	(i) Must have passed SSC or its equivalent examination. (ii) Must have a Diploma in Pharmacy of recognized institutions. (iii) Preference shall be given to person possessing B.Sc.(Pharmacy) or B. Pharm. of any recognized Institution. (iv) Must have practical experience in working Pharmacy approved by State Pharmacy Council for not less than two years if he is a graduate and five years for Diploma holders.
5	Auxiliary Nurse Mid-wife(ANM)	3	Must have undergone Auxiliary Nurse Mid-wives Training in any of Institutions approved by the A.P. State government.
6	Nursing orderly (FNO & MNO) ➤ FNO	27	i) Must have passed VIII class. ii) Must have practical experience of not less than three years in reputed Nursing Home attending on patients for Dressing, wounds etc.,
7	➤ MNO	38	
8	Lab-Technician	2	i. Must have passed intermediate Examination of a Board or University recognized in India or established or incorporated by or under a Central Act, Provincial act or a State Act or an institution recognized by the U.G.C. or any other qualification equivalent thereto ii. Must possess a certificate in Laboratory technician course of a recognized institute, provided that if a candidate with certified Lab Technician is not available a candidate with a certificate of certified laboratory Attendant may be appointed but he shall pass the certified laboratory technicians course with in the period of his probation.
9	Radiographer	2	i. Must have passed Intermediate or its equivalent examination. ii. Must have a certificate of Radiological Assistant course in an Institute recognized by the State Government of A.P.
		110	

**References:**

1. G.O. Ms. NO. 1060, Dt. 24.10.1989.TTD Services Rules.
2. G.O. Ms. No. 295, dated 23.09.2014. Relaxation of upper age limit from 34 to 40 years.
3. G.O. Ms. No. 68, dated 08.12.2011 Labour employment training and factories (LAB.II), Dept., Hospitals, Nursing Homes, Clinics and Dispensaries.

**22. Eligibility Criteria:**

The tenderer should possess an experience certificate stating done the similar nature of works in any reputed firm and other certificates like Labour Registration, EPF Registration, ESI Registration, certificate of registration of the business (issued by central Sales Tax department), GST registration certification, PAN Card on business or proprietor and Registration certificate of establishment should be enclosed invariably along with the tender schedule. In case of non-submission of these certificates, the TTD authorities reserve the right to take any appropriate action including the cancellation of tender of the respective tenderer. In this regard the decision of the Tender opening Authority / The Executive Officer is final and binding on the tenders without any recourse.

**23. Procedure for Bid Submission:**

1. Bids shall be **submitted on line only** in terms of G.O.Ms.No.8, ITE&C Dept., dt.08.05.2016.
2. The participating bidders in the tender should register themselves free of cost on e- procurement platform in the website [www.Apeprocurement.gov.in](http://www.Apeprocurement.gov.in) (or) <https://tender.apecurment.gov.in>.
3. The bidders who are desires of participating in e-procurement shall submit their technical bid, financial bid as per the standard formats available at the e-market place. **The bidders should scan and upload the below mentioned documents and submit all the attested hard copies to the Chief Medical Officer, TTD, K.T. Road, Tirupati before opening of Technical Bid along with original EMD Demand Draft.**
  - a) Original EMD Demand Draft for **Rs. 5,60,000/-** As specified in Sl.No.9 & 10 of NIT.
  - b) A.P LabourDepartment Registration Certificate
  - c) EPF Registration Certificate
  - d) ESI Registration Certificate
  - e) Registration of the firm.
  - f) GST Registration.
  - g) PAN card and Income Tax document.
  - h) Experience for 3 years in providing the services for engaging outsourcing personal work.
  - i) Affidavit that the firm has not been black-listed in the past by any Hospital/ organization and the firm has no vigilance case / CBI / FEMA case pending against him / Firm on Rs.10/- non-judicial stamp paper **duly notarized**.
  - j) Affidavit in self declaration of the firms letter head that the firm is supplying the Man power and has quoted the Tender on par to that of any Govt. organization or any other Institute.
  - k) Transaction fee on e-Procurement Platform: All the participating bidders shall pay transaction fee (non-refundable) to APTS, Vijayawada through online. It is mandatory for all the participant bidders to pay a Non-refundable Transaction fee electronically to APTS, Vijayawada through "Payment Gateway Service on e-Procurement platform".

- l) The Electronic payment Gateway accepts all cards issued by any bank and Direct Debit facility / Net Banking to facilitate the transaction. This is in compliance as per G.O. Ms.No.13, dated 07.05.2006.

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 thousands only) for all works with ECV up to Rs.50 Crores and Rs.25,000/- (Rupees Twenty five thousands only) for works with ECV above Rs.50 Crores, from successful bidder on e-procurement platform before entering into agreement / issue of work orders, towards e-procurement fund in favour of Managing Director, A.P.T.S., Vijayawada.

**Note:** There shall not be any charge towards-Procurement fund in case of works, goods and services with ECV less than and up to Rs.10.00 Lakhs.

- m) Transaction fee payable to APTS, Vijayawada (Online)
- n) General Terms and Conditions: As Published in the notice inviting tender. The bidder shall sign in all pages of terms and conditions and append official seal in the last page.
- o) Affidavit that the Annual Turnover should be not less than Rs.01 crore for each year during the last 03 financial years indicating such turnover amount per year in the Affidavit i.e., from 2015-2016 to 2016-2017 and 2017-2018 for supply of out sourcing personal. This affidavit shall be certified by the Chartered Accountant.
- p) Experience & Satisfactory performance Certificate issued by previous organization.
- q) Form 26 AS last three financial years i.e., 2015-2016, 2016-2017 and 2017-2018.
- r) EPF, ESI, payment challans for last three months i.e., from December - 2018, January-2019 and February - 2019.
- s) Valid Solvency certificate drawn after the NIT date issued by nationalized / scheduled bank for not less than Rs. 75.00 Lakhs (Rupees Seventy Five Lakh only).

Place: Tirupati.

Date: -05-2019.

**Signature of the Tenderer**  
(To be signed by an authorized signatory)

**for details visit our Website:**

**[www.tirupati.org](http://www.tirupati.org)**

**[www.tirumala.org](http://www.tirumala.org)**

**For any assistance/further clarifications please call:**

The Chief Medical Officer, TTD, Tirupati.

**Phone No. 0877-2264370 , 2264371.**

**TIRUMALA TIRUPATI DEVASTHANAMS, TIRUPATI**



**TERMS AND CONDITIONS FOR SUPPLY OF MAN POWER TO THE MEDICAL DEPARTMENT(MEDICAL &PARAMEDICAL)ON OUTSOURCING BASIS TO THE OFFICE OF THE CHIEF MEDICAL OFFICER, TTD, TIRUPATI-517 501, ANDHRA PRADESH, INDIA.**

- 1.0 E-Tenders (online version) are invited for SUPPLY OF Man Power i.e. Medical & Para Medical TO THE MEDICAL DEPARTMENT, (i.e., for Central Hospital, TTD, Tirupati&Aswini Hospital, KKC Dispensary, TTD, Tirumala) on outsourcing basis and also pay the wages and other statutory deductions to the already engaged outsourcing personnel to the Office of THE CHIEF MEDICAL OFFICER, TTD, TIRUPATI-517501, ANDHRA PRADESH, INDIA. The T.T.D MEDICAL DEPARTMENT is desirous to have this tender in to bid systems, i.e. Technical bid and Financial bid. The Tenderer further is required to submit the Technical bid and financial bid separately. The Tenderer, may present during bid opening. The Chief Medical Officer, TTD may extend the last date by issuing an amendment or corrigendum, which will be displayed in the Notice Board of the O/o the Chief Medical Officer, T.T.D., Tirupati. In any case the decision of the Tender inviting authority is final.
- 1.1 **SUBMISSION OF BID:**
- (a) The Bidders have to scan upload all the Tender Document through online for Technical and Financial Bid separately.
  - (b) The Technical Bid shall invariably be attached the EMD Demand Draft. The EMD as stated hereunder by way of Account payee Demand Draft (DD) drawn in favour of the **EXECUTIVE OFFICER, TTD, TIRUPATI**. Payable on any nationalized bank at Tirupati, drawn on or after Tender notice date for Rs.5,60,000/- (Rupees five lakh and sixty thousand only)
  - (c) A complete set of documents listed under the caption qualification criteria Sl.no.23 (3) with all supporting documents duly filled in and signed by the tenderer on all pages shall be scanned and uploaded. The documents such as experience certificates, copies of agreement, financial turn over, copies of PAN, Service tax (GST) registration, PF & ESI registration, etc., shall be submitted along with proper attestations.
  - (d) The Price Bid shall be properly filled in, scanned and uploaded.

**2. EARNEST MONEY DEPOSIT:**

- a. The **EMD @ 2.5%** of the **total cost PER ANNUM of the total required Man Power**. Every tender must be accompanied by a crossed Demand draft for **Rs.5,60,000/- (Rupees five lakh and sixty thousand only)** payable on any Nationalized bank at Tirupati and drawn in favour of THE EXECUTIVE OFFICER, TTD.TIRUPATI on or after tender inviting date towards E.M.D. The Demand Draft towards EMD can be initially valid for 3 months and the same shall be extended up to tender validity period as and when required by TTD. **Cheque/ bank guarantee, postal orders will not be accepted. The EMD does not bear any interest.**
- b. EMD will not be accepted in the form of Cheques, postal orders, bank guarantees or bank demand drafts issued on the personal name of the Officers of CHIEF MEDICAL OFFICER, T.T.D., TIRUPATI – 517 501 or by any other mode of remittance.
- c. The E.M.D will be returned to unsuccessful Tenderers after one month from the date of finalization of tender without interest. The EMD amount will be returned to the successful tenderer after submission of the **Security Deposit in full and entered in to satisfactory Agreement** without interest.
- d. The EMD amount in the form of DD (Original) to be scanned and up loaded in the **TENDER APPLICATION FORM** and shall be submitted before the date of opening of the Tender along with the Tender documents.

### **3. SECURITY DEPOSIT:**

- a) Successful Tenderer shall be required to pay security deposit in full at 10% on cost value inclusive of the taxes by way of Demand draft within 15 days from the date of Authorization and shall execute an agreement for faithful and satisfactory performance of contract. The institute will **supply the specimen of the agreement**. The security deposit amount will be returned only after the expiry of 4 months after 1 (ONE) Year tenure period.
- b) If the successful Tenderer fails to lodge security deposit (or) fails to attend the office for concluding the agreement, within the period of 15 days as specified above, such failure will constitute a breach of terms and conditions of the tender and the Earnest money deposited by him will be forfeited in addition to recovery of a loss sustained by the institute.
- c) The security deposit will be forfeited for any non-performance.

#### **NOTE:**

#### **MANDATORY Terms & Conditions:**

- a. The Chief Medical Officer, T.T.D., Tirupati reserves the right to cancel the tender in the event of non-supply of required man power by the Contractor.
- b. The Executive Officer / Chief Medical Officer, T.T.D., Tirupati reserves the right to instantly terminate the services of contractual personal under disciplinary grounds in event of misbehaviour, misappropriation, Non performance, absenteeism or intentional destruction of institutional property.
- c. The Tenderer shall supply the list of required candidates along with the detail bio-data along with the mark list and experience certificate for scrutiny and final selection by the committees constituted. **The rate quoted should be valid for acceptance for a period of 9 months from the date of opening.** The Tenderer will have to keep his offer open for 90(Ninety) days from the date of tender or for the extended period as desired by The Chief Medical Officer, T.T.D., Tirupati, in addition to the period of ninety days mentioned above in the event of his offer being accepted. The rate quoted should be inclusive of all applicable statutory taxes and ServiceCharges.
- d. All wages to be paid to the contract workers as per the laid statutory minimum wages act 1948 as per A.P Contract labour (R&A) Rules, 1971. The TTD Board vide Res.No.511, dated 27.11.2018 approved incentive to all the outsourcing para-Medical staff at an amount specified in price bid document. The successful bidder shall pay the incentive also duly following statutory deductions.

- e. The contractor shall pay the total emoluments to the contract workers and shall not deduct any commissions or any form of Taxes from the wages as stipulated in the GO RT 2501 Finance SMPC Dept., dated 13/7/2006.
- f. The Tenderer should pay the Wages to the Contract Labours on or before 05<sup>th</sup> of every month irrespective of submission of claims to bills without fail.
- g. The tenderer should pay the wages to the contract workers through bank only and submit the payment particulars every month.
- h. The wages should be revised from time to time as per the Andhra Pradesh Government Rules.

#### **GENERAL CONDITIONS:**

- i) Tenderer is required to sign the declaration on tender forms in duplicate indicating date and affixing the rubber stamp with the designation or status enjoyed by the signatory in the firm, and the same signatory shall be required to execute agreement under his signature only. The signatory should produce documentary evidence of empowering him to do so, if called upon at any time during the contract period. The Tenderer should sign on all pages of Tender schedule. In case of change of the person of the signatory it is bound on the Tenderer to inform the changes to The Chief Medical Officer, T.T.D., Tirupati – 517 501.
- ii) The Tenderer has to give an undertaking for entering into service contract period of 1 (one) year warranty along with necessary terms and conditions constituted.
- iii) No commission will be entertained.
- iv) This invitation is under e-procurement plat form only.
- v) Tenders submitted without following this system will be summarily rejected.
- vi) The price offers of any firms which are technically rejected will not be opened.
- vii) The Tenderer has to quote as per the specification detailed below:
  - a) Should have a turnover of not less than Rs.01Crore (Rupees One Core only)for each year during the last 3 financial years i.e., from 2015-2016 to 2017-2018.
  - b) Proof of Bank statement to be furnished.
  - c) Should have provided similar type of MEDICAL AND PARA MEDICAL Man power services to the Public / Private sectors during the last (3) three years. Satisfaction certificate from the client should be furnished. Should have been in existence for at least 3 full years before the current financial year.
  - d) Must have A.P State Government Labour Registration.



- e) Must have EPF Registration with latest Assessments.
- f) Must have ESI Registration with latest returns.
- g) Must have GST Registration.
- h) The tenderer, must have certificate of registration of the business, Service tax(GST) registration certificate, PAN Card on business or proprietor and Registration certificate of establishment.
- i) Should produce the solvency certificate issued by a nationalized/ scheduled bank for Rupees not less than Rs. 75.00 lakh ( Rupees Seventy Five Lakhs only).
- j) Earnest Money Deposit (E.M.D.) of Rs.5,60,000/- (Rupees five lakh and sixty thousand only) @ 2.5% of the total value shall be paid by DD. If the earnest money deposit is not submitted, the tender shall not be considered for acceptance and will be out rightly rejected. The EMD submitted against other tenders cannot be adjusted or considered for this tender. No interest is payable on EMD.
- viii) Tenderers submitting tenders would be considered to have accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
- ix) Any action on the part of the Tenderer to influence anybody in the said institute will be taken as an offence, and they will not be allowed to participate in the tender enquiry and their offer will not be considered.
- x) The Tenderers must quote only one single tender only.
- xi) The TDS will be deducted as per Income Tax Act 1961.

### **TENDER PRICES:**

The details of the salary component are indicated in the Price Schedule at the present minimum wages act. The wages mentioned in the Price Schedule shall be revised from time to time as per the Andhra Pradesh Government Rules and also TTD Rules.

1. Service charges shall be mentioned in percentage only both in figures and words in the Price Schedule. No alterations of rates will be allowed. Telegraphic and pencil quotations will not be accepted. Zero percentage of service charges shall not be accepted. Service charges quoted in minus percentage value shall also not be accepted.
2. Unsigned tenders shall be rejected.
3. Rates Quoted in the tender (s) should be valid for acceptance for a period of Nine (09) months from the last date fixed for the receipt of tenders. No permission will be granted to modify the rates. Once the rate is accepted the successful Tenderer shall not withdraw from the contract.

4. The Contractor shall quote in the Price Schedule which must be inclusive of all applicable statutory taxes and service charges duly keeping in view of A.P. minimum wages act.
5. The tenderer should quote the wages to the category of outsourcing persons as per the G.O.Ms.No. 68, Hospitals, Nursing Home and Dispensaries dated 08.12.2011.

#### **EVALUATION:**

The Chief Medical Officer, T.T.D., Tirupati shall have revocable right to enter into parallel contract for the supply of man power mentioned in the tender schedule with any other supplier or firm at any rate at its discretion.

The Chief Medical Officer, T.T.D., Tirupati does not bind itself to accept the lowest offer or tender and reserves to itself the right to accept any tender or all tenders without assigning any reason thereof.

The Chief Medical Officer, T.T.D., Tirupati reserves the right to cancel the tender at any stage without assigning any reason thereof.

**In case more than one Bidder quotes same rate, the successful Bidder will be decided on lottery system. This condition shall be bind over by the participant Bidders.**

The terminations for failing to fulfil any of the terms and conditions of this contract are as below.

In case the successful Tenderer back out after releasing the letter of Acceptance or fails to comply with the terms and condition within 15 days period, the Chief Medical Officer, T.T.D., Tirupati reserves the right to cancel the tender duly forfeiting the EMD and blacklisting the firm for participating in the tenders of TTD for 3 years period, in addition to the penalty as under.

- a) The Chief Medical Officer, T.T.D., Tirupati shall be entitled to approve any other firm without notice to the contractor and to recover the extra cost thus involved from the contractor.
- b) On non-compliance of the conditions within the allocated period, the Chief Medical Officer, T.T.D., Tirupati will have the right to impose penalty i.e. first extension for two months or part thereof at the rate of 2% and second extension for an additional two months or part thereof at the rate of 3%. Penalty for extension beyond this for an additional two months or part thereof shall be 4%.
- c) To cancel the contract on portion thereof.
- d) To forfeit the EMD and /or security Deposit to the extent of the loss incurred by the Institute, in the event of action being taken as above and it fails short. The Chief Medical Officer, T.T.D., Tirupati, shall be at liberty to the Tenderer or by instituting a Civil Suit. In this regard, the Contractor shall not be entitled to any gain.
- e) No suit with regard to any matter whatsoever arising out of this contract shall be instituted in any court save a Court of Competent Jurisdiction at Tirupati, Andhra Pradesh. Further no claim shall lie against the Chief Medical Officer, T.T.D., Tirupati in respect of interest on Earnest Money Deposit or Security Deposit etc.
- f) The following documents are necessary. GST Registration and Income Tax Returns proof, PAN Copy, Authorization Certificate, GST Registration.

- g) The Tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any Government / Private institution. The Tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs. 10/- duly notarized that there is no vigilance / CBI case pending against the firm / supplier and the firm has not been blacklisted in the past by any Government or Private Organization.

**PAYMENTS TERMS:**

Payment shall be made on submission of the bill along with the relevant documents. i.e. E.P.F, E.S.I and NEFT details and Nationalized Bank Account Numbers of the contract workers on the First of Every month without fail by the successful tenderer.

**OPENING OF TENDERS:**

Tenders will be opened on the defined time and date as mentioned in the Tender Notice. The financial tenders will be opened after evaluation of Technical Tenders on the scheduled time and date as mentioned in the Tender Notice. The date of opening of Price Bid given in the e-tender plat form is a tentative date and is likely to change.

I/We Read and accept the above Terms and conditions.

**Place:**

**Date:**

**SIGNATURE OF THE TENDERER,  
Name in capital letters and seal**

**OTHER GENERAL CONDITIONS**

1. The contractor should make the supply of manpower as per the supply requested by the TTD in writing.
2. The contractor is informed that TTD may find if necessary to postpone or cancel the assignment and/or reduce the number. However, every effort will be made to give as early as possible notice of any changes.
3. The contractor shall indemnify and hold harmless TTD against any and all claims, demands and/or judgments of any nature brought against TTD arising out of the contract. The obligation under this paragraph shall survive even after the termination of this contract.
4. TTD reserves the right to charge penalty as decided by the Executive Officer or withhold payment for any unsatisfactory quality in work by the firm without prejudice to its other rights. In this regard, the decision of the Executive Officer is final. The agency is further liable to reimburse/compensate the TTD or third party for any loss, damage etc., caused or arisen out of the negligence, or breach of contract.
5. If the contractor, in the opinion of TTD, fails or neglects to be complied with any of the terms and conditions of the contract or with any orders issued, then in such a case, the TTD shall without prejudice to any other right or remedies under this contract has a right and be entitled to cancel the contract by giving a notice in writing to the contractor without being liable to pay any compensation for such cancellation.
6. The firms who are under block listed and not mentioned while in tender process and any wrong declaration in this regard which comes to the notice at a later date will disqualify them and in future no applications will be received if received and comes to the notice at a later date the application received shall be automatically rejected.
7. In the case of failure by the contractor in executing the contract within the period specified the Executive Officer, 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, TTD, over the contract price together with all charges and expenses attached to the provision of service shall be recoverable from the contractor.
8. In the event of any breach of agreement at any time by the contractor, the Contract will be terminated by the concerned officer TTD, Tirupati without any compensation payable to the contractor. The contract may also be put to an end at any time by the officer concerned, TTD, Tirupati on giving (7) Seven days notice to the contractor. Further any dispute arising will be subject to the jurisdiction of Tirupati only.
9. The contract period will be for one (01) year from the date of awarding of the contract. Date of commencement of this contract will be the date on which the manpower agency has provided the manpower. The contract period can be extended further years on satisfactory execute by the period of one year.
10. The Quantity / Strength required category wise put for tender is tentative.
11. TirumalaTirupatiDevasthanams being a religious Institution and a place of public religious worship also having sub shrines, utsavams, mantapams, tanks and other necessary appurtenant structures is desirous to have personnel **only from Hindu Community.**

1. The Nursing(Medical) and Para Medical should work under the direct control of the Superintendent(Civil Surgeon), CENTRAL HOSPITAL, TTD, TIRUPATI & the Superintendent(Civil Surgeon), ASWINI HOSPITAL, TTD, TIRUMALA and there is no guarantee for any job to the employee of the contractor in TTD or continuation of contract after agreed period.
2. If the performance of any candidate of the manpower agency deputed in this regard is not satisfactory the Manpower agency has to replace the candidate with a suitable substitute. Daily work progress of each personnel should be registered in Log register. Any absence without permission of TTD will lead to cut off from the consolidated amount for the absent days
3. Without the knowledge of the Chief Medical Officer, TTD, Tirupati, the Superintendent(Civil Surgeon), CENTRAL HOSPITAL, TTD, TIRUPATI & the Superintendent(Civil Surgeon), ASWINI HOSPITAL, TTD, TIRUMALA, the person deployed for this work should not be replaced and 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.
4. The manpower agency is informed that TTD 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 TTD.
5. The manpower agency will be responsible for staff compensation, employment liability, insurance for the candidates during this assignment. The manpower 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.
6. The manpower agency shall indemnify and hold harness TTD against any/and all claims, demands and/or judgments of any nature brought against TTD 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.
7. **Obligation on the part of Service Provider:** The manpower 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.
8. **Prohibited Sub Contracting:** The manpower agency shall not assign this contract to a sub-contractor or any portion of it. Further the contract or any part, shares or interest of the contract is not to be transferred or assigned by the contractor directly to any person whomsoever.
9. **Disclosure of information:** The manpower agency also agree that, all knowledge and information not with in 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 TTD.

1. **Earnest Money Deposit (EMD):** The contractor shall deposit an EMD for an amount equal to **Rs.5,60,000/- (Rupees Five lakh and sixty thousand only)** i.e. @ 2.5% of the total wages payable which is required to be submitted in the shape of Demand draft on any scheduled bank in favor of Executive officer, TTD, Tirupati and payable at Tirupati. The tenders without EMD will be summarily rejected. The EMD of the unsuccessful tenderers will be refunded after the expiry of ONE month period after finalization of tenders whichever is earlier.
2. **Security Deposit:** The contractor shall pay an amount equals to 10% OF THE TOTAL AGREEMENT VALUE by way of account payee demand draft in full without any concession. The security deposit demand draft shall be drawn in favour of the Executive Officer, TTD, Tirupati payable at any nationalized Bank at Tirupati. No interest will carry on the deposits made.
3. The Tenderer should quote the rates (Service Charges) **both in words and in figures otherwise their offer will not be considered. In case of any discrepancy between the rates quoted in words and figures, the rates quoted in words will prevail.**
4. **Payment:** The standard payment terms of TTD 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 rates will be valid during the currency of the contract subject to revision of rates by the Government. The payments are made by TTD through online only and it is to specifically ensure that all payments to personal shall be made by the agency only through Bank Accounts.
5. **Documents required :**
  - A. Monthly bill
  - B. Documentary evidence that payment is made to personnel through their Bank Accounts.
  - C. E.S.I. payment challan of the preceding month where TTD has reimbursed the employer contribution of ESI.
  - D. E.P.F. payment challan of the preceding month where TTD has reimbursed the employer contribution of EPF.
  - E. Service Tax (GST) payment challan of the month / quarter as the case may be where TTD has reimbursed the amount.
6. 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 TTD.
7. The Agency shall be responsible for the payment of wages, salary allowances, EPF, ESI and any statutory contributions on behalf of the personnel employed and for others in pursuance of the contract with TTD and the TTD will not be liable on this count. The agency shall also hold and renew such of the licenses, registration, permit etc., and maintain/furnish such of the records as may be required under any Law or relevant rules from time to time.
8. The Executive Officer, TTD, Tirupati reserves the right to give preference to any Agency in the interest of the Organization at any time before the acceptance of the tender and the decision of the Executive Officer is final and binding on tenderers without any recourse.

**Contractor**

1. TTD reserves the right to charge penalty as decided by the Executive Officer, TTD, TIRUPATI or withhold payment for any unsatisfactory service rendered by the agency without prejudice to its other rights. In this regard, the decision of the Chief Medical Officer, T.T.D., Tirupati is final. The agency is further liable to reimburse/compensate the TTD 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.
2. All Prohibition activities applicable to TTD as a whole and in sacred Tirumala Hills / TTD institutions in Tirupati in particular have to be followed strictly by all. Further, it is to inform to the tenderers that under Section 114 of Act 30 of 1987 any person contravening any prohibition orders passed in this regard shall be punishable with imprisonment, which may extend to 3 months or with fine which may extend to Rs. 500 /- or with both.
3. TTD shall not be making any over time payment to the staff supplied by the contractor for this purpose to TTD.
4. TTD will insist payment of wages to the staff supplied by the contractor to be paid on or before 5<sup>th</sup> of the succeeding month. In case of delay, the reason for such delay has to be apprised to the satisfaction of the Chief Medical Officer, TTD, Tirupati, the Superintendent(Civil Surgeon), CENTRAL HOSPITAL, TTD, TIRUPATI & the Superintendent (Civil Surgeon), ASWINI HOSPITAL, TTD, TIRUMALA.
5. **Training Facility:** The tenderer has to periodically train the Personnel to be supplied to TTD to the satisfaction of the Superintendent(Civil Surgeon), CENTRAL HOSPITAL, TTD, TIRUPATI & the Superintendent(Civil Surgeon), ASWINI HOSPITAL, TTD, TIRUMALA and in this regard his decision is final which is binding on the tenderer without any recourse.
6. The TTD reserves the right to terminate/amend/modify the contract without assigning any reason or advance notice to the tenderer. Similarly, the terms of the tender may be amended/modified by TTD, if necessary, to ensure competitiveness and quality of service. The terms and conditions of the contract includes Tender Rules specified in the Tender document.
7. The TTD reserves the right to add/delete/change/modify any or all the conditions mentioned in the tender schedule and there in.
8. Any addition/deletion/changes/modifications can also be incorporated in the agreement to be entered into with the tenderer at a later date irrespective of tender conditions mentioned in the notice inviting tender or in the tender schedule and further if required the same can be incorporated in a form of codicil as the case may be and the same will be binding on the contract without any recourse.
9. If the tenderer, in the opinion of TTD, fails or neglects to be complied with any of the terms and conditions of the contract or with any orders issued, then in such a case, the TTD shall without prejudice to any other right or remedies under this contract as a right and be entitled to cancel the contract by giving a notice in writing to the contractor without being liable to pay any compensation for such cancellation.
10. The Agencies/ Firms who apply for pre-qualification documents have to furnish the declaration that **"They have not been black listed in any organizations"**. Any wrong declaration in this regard which comes to the notice at a later date will disqualify them from tendering in future in TTD and the tenders so received shall be automatically rejected.

**Force Majeure:**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither Party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the TTD as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, as its option, terminate the contract.

1. **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 TTD.
2. In the case of failure by the manpower agency to provide the manpower within the period specified the Chief Medical Officer, T.T.D., Tirupati or any other Officer authorized by him shall have the powers to reject such contract and to engage any other manpower agency and excess of cost so incurred by the concerned officer, TTD, over the contract price together with all charges and expenses attached to the provision of service shall be recoverable from the tenderer.
3. The intending tenderers should submit the tender duly signed in each and every page and should also mention that the conditions of the tender are thoroughly studied by the tenderer and tenderer is agreeing to the conditions. Otherwise the tender will not be accepted.
4. The tenderer should also submit an attested photocopy of the income tax returns issued by the Income Tax department. 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.
5. Qualification and experience of the Medical & Para Medical staff shall be as mentioned in the Tender Rules. TTD at its discretion may form a "Committee" to select the Medical & Para Medical staff from those personnel produced before TTD by the tenderer as per the qualifications and experience mentioned and in this regard the decision of the Committee and TTD shall be final and binding on the tenderer without any recourse.
6. The Tenderer shall quote in the given Price Schedule only, and any other details cannot be appended.
7. The successful Tenderer has to enter into an agreement with in (15) fifteen days of intimation, on Non-judicial stamp paper of Rs. 100/- non- stamp paper notarized only duly paying the security deposit as specified in the tender schedule.



In the event of any breach of agreement at any time by the contractor, the Contract will be terminated by the concerned officer TTD, Tirupati without any compensation payable to the contractor. The contract may also be put to an end at any time by the officer concerned, TTD, Tirupati on giving (7) Seven days notice to the contractor. Further any dispute arising will be subject to the jurisdiction of Tirupati only.

8. The Tenderer for the sake of uniform comparison should not add any condition and such of those tenders, which stipulate any condition, are liable for rejection.
9. During the period of the contract, the prevailing Income Tax (inclusive of surcharge on IT), Education Cess on IT and taxes as applicable from time to time will be deducted from the gross payment of each bill of the contract.
10. TTD reserves the right to reject any tender or any items in the tender or all the tenders without assigning any reason therefore.
11. The TTD 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 Executive Officer, T.T. Devasthanams is final and binding on the tenderers without any recourse.
12. Further, it is to specifically be accepted by the tenderer when the Tenderer files the tender before T.T. Devasthanams that the acceptance or rejection of the tender by T.T. Devasthanams or methodology adopted by T.T. Devasthanams 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, Injection, direction etc., from the Hon'ble Court or Courts to stall the proceedings in T.T.Devasthanams.
13. It is specifically accepted by the Tenderer/contractor that no employee of the Tenderer/ contractor shall under no circumstances be treated or deemed to be an "Employee" of TTD and TTD 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 Tenderer/Contractor for the reason of making any payment continuously or extending any facility under this contract.
  - a. Negotiations will not be made with all the Tenderers. In case of necessity negotiations will be made only with the lowest selected Tenderer/Tenderers and in this regard the decision of Committee if applicable or the decision of the Executive Officer, TTD and the Chief Medical Officer, TTD, Tirupati shall be final and binding on the suppliers without any recourse

**I/We read and accept all the above Terms and conditions of this contract.**

Place:

Date with seal:

**Signature of the Tenderer,  
name of the tenderer with seal.**

**STATEMENT SHOWING THE CATEGORY AND NUMBER OF OUTSOURCING PERSONNAL REQUIRED  
ALONG WITH PAYMENT OF WAGES AND OTHER CONTRIBUTIONS PER MONTH**

S.No.	Category of Outsourcing	No. Of personal	Total wages including Contributions and Incentive per month in Rupees	GST As applicable by Govt., of A.P
1	Physiotherapists	2	47559.92	18%
2	Nurse (Ordinary)	4	65839.79	
3	Nurse (B.Sc.,)	15	309700.20	
4	Pharmacists	17	377626.46	
5	Auxiliary Nurse Mid-Wife (ANM)	3	49379.85	
6	Nursing Orderly (FNO)	27	372478.85	
7	Nursing Orderly (MNO)	38	524229.49	
8	Lab - technician	2	44426.64	
9	Radiographer	2	44426.64	
	Total outsourcing Personal	110		

**Note:**

1. The above requirement of outsourcing personal may vary ie., increased or decreased befitting the manpower requirement of the TTD Medical Institution. The bidder shall provide all the manpower services as and when called for.
2. The GST /Service Tax as applicable by the Government.
3. If the minimum wages is revised by the Government of A.P, the incremental wages, if applicable, will be provided.
4. The Contract period is for twelve (12)months.
5. The bidder shall quote percentage (%) of service charges on Gross payment service rendered per month both in figures and words. Zero percentage and minus percentage shall not be accepted.

**DECLARATION BY THE BIDDER**

I / WE ..... have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department in Andhra Pradesh or in any State or in Central Govt., or Government Organizations or TTD due to any reasons.

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**BIDDER'S SEAL/STAMP:** \_\_\_\_\_

**SUBMISSION OF TENDER**

To  
**The Chief Medical Officer,**  
 Medical Department,  
 TirumalaTirupatiDevasthanams,  
 K.T.Road,  
 Tirupati.

Sir,

**SUB:** Submission of Tender document for Supply of Medical & Para Medical Manpower on Outsourcing basis and payment of wages and other statutory deductions to the already engaged Medical & Paramedical Outsourcing staff – Regarding.

@ @ @

I/We hereby submit the Tender and if this tender is accepted, I/We undertake to execute the above work described in the specification etc. and any such variation by the way of alternations or additions to and omissions from the said work and methods of payment as are provided for in the conditions of contract. I/We fulfil the eligibility criteria as per clause 6 of General Conditions of Contract. We have gone through the various terms and conditions and I/We agree to undertake the work. I/We agree to keep the offer in the tender open for acceptance of Competent Authority of TTD for a period of 120 days as mentioned in the tender notice and undertake not to modify the whole or any part of it for any reasons within the above period. If the tender is withdrawn by me/us for any reason whatsoever, the TTD shall have the right to forfeit the earnest money deposited by me/us. I/We have carefully read and understood the instructions in the tender document and that I/We have made such examinations of the contract documents and of the location of the said work and other investigations required for execution of the work in the contract and in the said scope of work and distinctly agree that; I/We shall not thereafter make any claim or demands upon the Authority based upon arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements conversant, agreements, stipulations, restrictions and conditions.

I/We enclose herewith a DD[name of the Bank] \_\_\_\_\_ amounting to Rs.....AS EMD for Category..... drawn on towards Earnest Money which shall not bear any interest and agree to the conditions mentioned regarding total amount of EMD and refund in case the bid is not successful.

I/We shall enter into the required agreement as prescribed failing which I/We agree to the forfeiture of the earnest money. I/We fully understand that written agreement to be entered into between me/us and the Authority shall be the basis of the rights of both the parties and contract, shall not be deemed to be completed until agreement has first been signed by me/us and then by the officer authorized to enter into contract on behalf of TTD.

Witness

**Signature of contractor with Complete address**

Dated the .....day of.....2019.