Tender No.3733/AHCT/Admn/2018

Tender are invited for selection of an Agency to provide BPO Support Services to 104 Call Centre (Seva Kendram) of Aarogyasri Health Care Trust on E-Procurement platform.

AAROGYASRI HEALTH CARE TRUST

2020
**GENERAL INFORMATION ABOUT TENDER**

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<tbody>
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<td>1.</td>
<td><strong>Tender No.</strong></td>
<td>3733/AHCT/Admn/2018</td>
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<td>2.</td>
<td><strong>Downloading of tender forms</strong></td>
<td>From 11.00 Hrs on 04-08-2020 to 10.08.2020 from e-procurement portal <a href="http://tender.eprocurment.gov.in">http://tender.eprocurment.gov.in</a></td>
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<td>3.</td>
<td><strong>Last Date and Time for Receipt of Tender</strong></td>
<td>15.00 Hrs on or before 18-08-2020 for online submission. The last date for submission of hard copies (Mandatory) at office of the AHCT, Jubilee Hills, Hyd. will be 17.00 Hrs. on or before 18-08-2020.</td>
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<td>4.</td>
<td><strong>Time and date for the opening of Technical bids</strong></td>
<td>15.00 Hrs on 19-08-2020 at Office of the AHCT, Jubilee Hills, Hyderabad.</td>
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<td>5.</td>
<td><strong>Time and date for the opening of commercial bids</strong></td>
<td>14:00 Hrs on 21.08.2020 at office of the AHCT, Jubilee Hills, Hyderabad.</td>
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<td>6.</td>
<td><strong>Address for communication</strong></td>
<td>Chief Executive Officer, Aarogyasri Health Care Trust, Door No. 8-2-293/82/a/ahct, Road No. 46, Jubilee Hills, Hyderabad – 500033.</td>
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<td>7.</td>
<td><strong>Procedure for Offer Submission</strong></td>
<td>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a> by following the procedure given below. The Bidders would be required to register on the e-procurement market place <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a> or <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a> and submit their bid online. Offline bids only shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform. The Bidders shall submit their eligibility and qualification details in Prequalification bid, Technical bid, Financial bid etc., in the online standard formats displayed in e-procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc, in support of their eligibility criteria/technical bids and other certificates/documents in the e-Procurements web site. The Bidders shall sign on the statements, documents, certificates, uploaded by them; owing responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</td>
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<tr>
<td>8.</td>
<td><strong>Registration with e-procurement platform.</strong></td>
<td>For registration and online bid submission, Bidders may contact <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a>.</td>
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<td><strong>Digital Certification Authentication:</strong></td>
<td>The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-procurement platform.</td>
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</table>
3. **Submission of Hard Copies:**
After submission of bid online, the Bidders are requested to submit the original of DD towards EMD drawn in favour CEO, Aarogyasri Health Care Trust along with bid processing fee. These are to be submitted to the Tender Inviting Authority before the due date prescribed. The department shall not take any responsibility for any delay for non-receipt of tender within the time limit. If any of the document furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for black listing and forfeiture of the EMD besides cancellation of work.

4. **Payment of Transaction Fee:**
It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non Refundable Transaction fee to M/s TSTS, the service provider through “Payment Gateway Service on e-Procurement Platform” The Electronic Payment Gateway accept all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O.Ms.13 dated 07-05-2006. The GST of 18% + Bank Charges on the transaction amount payable to TSTS shall be applicable.

5. **Tender Document:**
The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Documents and seek clarification, if any, from the Tender Inviting Authority. The Bidders have to keep track of any changes by viewing the Addenda/corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-procurement platform. And departmental official website The Department calling for Tenders shall not be responsible for any claims /problems arising out of this.

6. **Bid Submission Acknowledgement:**
The Bidders shall complete all the processes and steps required for the Bids submission. The System will generate the acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgment is not generated by the e-procurement System are treated as invalid or not saved in the System. Such invalid bids are not made available to the Tender inviting Authority for processing the bids. The Government of Telangana and M/s TSTS are not responsible for incomplete bid submission by users.
|   | General Terms & Conditions | As Per Tender Document. |
NOTICE INVITING BID

1. The AHCT invites proposals from the eligible BPO Service Providers for Integrated Call Centre for 104 Sevakendram as detailed out herein for a period of **Twenty Four (24) months** from the date of commencement of Contract.

2. The bidder will be selected through Least Cost Based selection procedure described in this Bidding Document.

3. The Bidding Document includes the following parts:
   - Volume I-The Work
   - Volume II-The Bid
   - Volume III-The Contract

4. The bid of any bidder who has not quoted all the required rates, shall be out rightly rejected.

5. All the documents which are mentioned in responsiveness checklist are mandatory to upload on e-procurement.

6. Bid documents shall be uploaded through e-procurement only.

**Address for submission:** Aarogyasri Health Care Trust,
Door No. 8-2-293/82/a/ahct,
RoadNo.46, Jubilee Hills,
Hyderabad.

**Contact for queries:** Sri. B.Venkateswara Rao, EO (Admn),
**Smt.** A.Vijaya Laxmi, GM(104SK)

**Website:** [https://tender.telangana.gov.in](https://tender.telangana.gov.in)

Chief Executive Officer
Aarogyasri Health Care Trust
Hyderabad
Disclaimer

The information contained in this Bidding document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Trust or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Trust to the prospective Bidders or any other person. It may not be construed as the agreement under any circumstances. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. It includes statements, which reflect various assumptions and assessments arrived at by the Trust in relation to the IT Infrastructure needs of the trust. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Trust, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Trust accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Trust, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rule or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, arising in any way for participation in this Bidding Stage.

The Trust also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

The Trust may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
Costs to be borne by bidder(s)

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Trust or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Trust shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

No Legal Relationship

No binding legal relationship will exist between any of the Bidder(s) and Aarogyasri Health Care Trust until execution of a contractual agreement.

Bidder’s Obligation to Inform Itself

The Bidders must conduct their own investigations and analysis regarding any information contained in the Bidding Document and the meaning and impact of that information.

Evaluation of Offers

Each Recipient acknowledges and accepts that Aarogyasri Health Care Trust may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Bidders.

The issue of this notice inviting tender does not imply that the Trust is bound to select a Bidder or to appoint the Selected Bidder, for this Service. The Trust reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Acceptance of Selection Process

Each Bidder having responded to this Bidding document acknowledges to have read, understood and accepts the selection and evaluation process mentioned in this Bidding Document. The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this Bidding Document.

Errors and Omissions

Each Bidder should notify Aarogyasri Health Care Trust about any error, omission, or discrepancy found in this Bidding Document.

Acceptance of Terms

Bidder will, by responding to Aarogyasri Health Care Trust for Bidding Document, be deemed to have accepted the terms of this Introduction and Disclaimer.
1 In this document, the following terms shall be interpreted as indicated below.

(a) General Definitions

(i) “Applicable Law” means the laws and other instruments having the force of law in India.

(ii) “Authority” means AHCT

(iii) “Government” means the Government of Telangana (GoTS) or the Government of India (GoI), as the context may require.

(iv) “IRDA” means the Insurance Regulatory And Development Authority of India established under the Insurance Regulatory and Development Authority Act 1999.

(v) “Law” includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, and orders of any Government, Government Authority, Court, Tribunal or Board, as may be applicable to the subject matter of the Contract in pursuance hereof.

(vi) “Scheme” means Rajiv Aarogyasri Scheme (RAS).

(b) Entities

(i) “BPO Service Provider” means such Business Process Outsourcing Service provider who shall be responsible for implementing and executing the Scheme in accordance with the terms and conditions of the Scheme.

(ii) “Party” means the Trust or the BPO Service Provider, as the context may require; and “Parties” means both of them.

(iii) “Project Manager” means the person appointed by the BPO Service Provider with the prior approval of the Trust to perform the duties delegated by the Trust

(iv) “Third Party” means any person or entity other than the Government, the Trust or the BPO Service Provider.

(v) “Trust” means the Aarogyasri Health Care Trust of Government of Telangana.

(vi) Conflict of Interest: The Service Provider shall not engage, and shall cause its personnel as well as any Subcontractors and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
(c) Scope

(i) “Confidential Information” means all information (whether in written, oral, electronic or other format) that has been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs of customers, BPO Service Provider, products, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to the Contract Agreement in the course of or in connection with the Contract Agreement (including without limitation such information received during negotiations, location visits and meetings in connection thereof).

(ii) “Deliverables” means the services specifically developed for “Aarogyasri Health Care Trust” and agreed to be delivered by the BPO Service Provider in pursuance of this Bid Document and includes all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.

(iii) “Proprietary Information” means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement.

(iv) “Service Level” means the level and quality of service and other performance criteria which will apply to the Services as set out herein.

(v) “Software” is a collection of computer programs and related data that provide instructions for telling a computer what to do and how to do it.

(vi) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video and text) and on any medium, provided to the Trust by the BPO Service Provider under the Contract Agreement.

(vii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all
exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(viii) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Service Provider is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Service Provider’s Equipment.

(d) **Place and Time**

(i) “Project Office” or “Service Area” means the office of the Trust within which the BPO Service Provider is authorized to provide services to operationalise the Scheme.

(ii) “Hour” means the hour as appearing in 24 hour format (hh:mm).

(iii) “Day” means calendar day of the English Calendar.

(iv) “Week” means seven (7) consecutive Days, beginning from Monday.

(v) “Month” means calendar month of the English Calendar.

(vi) “Year” means twelve (12) consecutive Months.

(e) **Eligibility criteria:**

a. The prospective bidders should have experience of running /maintaining call centre in State/Central Government Depts., Autonomous bodies in PSUs and reputed private companies during the last three (3) years.

b. Should have executed three (3) similar work (Call Centre Maintenance) for three years should not be less than Rs. 5.00 Crores turnover.

c. Should have been registered with Income Tax, GST,ESI,EPF Departments and others statutory bodies.

d. Should produce solvency certificate from Nationalized /Scheduled Bank for an amount of minimum Rs.10 Lakhs. The solvency certificate should not be more than three months old.

e. The Prospective bidder should hold a valid contract labour license for supply of BPO Services to the Principal employer and should have paid necessary fees and deposits into Government Treasury as per
provision of the Contract Labour (Regulation and Abolition Act, 1970) and Rules, 1971. The Agency is required to deposit a valid labour license from the competent Authority under the provisions of the Contract Labour (Regulation and Abolition Act, 1970) and Rules, 1971.

f. Unrealistic tenders will not be entertained.

2. **Bid Security (EMD)**

A. The bidder/firm shall deposit the amount as mentioned below towards Bid Security (Earnest Money Deposit) as online payment, as described, from any Nationalized Banks / Commercial Banks / Scheduled Banks for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) in favour of the “Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad” and attach the Challan in PDF format with Pre-qualification Bid document. The EMD should be valid for a period of (3) months. No tender will be accepted without EMD.

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

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

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

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

3. **Procedure for submission of bids**

The prospective bidder shall submit hard copy of the bid document submitted in the e-procurement platform along with D.D for tender processing fees in a sealed cover super-scribed with Tender No. and tender purpose to the Chief Executive Officer, Aarogyasri Health Care Trust, Door No. 8-2-293/82/a/ahct, Road No. 46, Jubilee Hills, Hyderabad – 500033 as prescribed in the tender schedule. The bid documents which are reached after the prescribed time will not be accepted.
4. **Delay in submission of Bids**

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

5. **Procedure for opening of Bids**

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

6. **Contents of Bids**

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

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

i) Tenders process Fee of Rs. 2000/- (Rupees Two Thousand only) in the form of Account Payee Demand Draft drawn in favour of “Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad”.

ii) No tender shall be accepted without process fee of Tender Document. The Application fee is not refundable.

iii) Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees : Five Lakhs only) as explained in Clause 2 (A) above.

iv) Certificate of Registration of the company, partnership deed (in case of partnership).

v) Copies of Income Tax returns for the last three (3) Financial years 2016-17, 2017-18, 2018-19 and audited Financial Statements showing the turnover from services for the last three years (Annexure- PQ I). Annual turnover of the Agency/company should not be less than Rs.5 Crores during the last three financial years.

vi) Copies of authorized current documents in connection with registration of the firm under GST.

Copy of Certificate of Registration of ESI.

Copy of Certificate of Registration of EPF.

vii) Copy of the PAN Card showing the PAN number of the Agency allotted by the Income Tax authorities.
viii) An undertaking on the letter head of Agency that the bidder is following all directives of the Government, applicable to itself (bidding firm) and its employees regarding.

ix) Letter of understanding on letter head of Agency stating that they have not been blacklisted by any State Government / Central Government / PSU for any reason in the last five financial years, which is duly signed by the Officer competent and having the power of attorney.

x) Since the terms & conditions in tender document get converted into contract, it is necessary for the Authorized Signatory to sign in each and every page of the tender document with seal and return the same as part of the Bid.

b) Documents to be enclosed with hard copy of “Bid Document which was uploaded in the E-procurement platform”:

i) Bidders Particulars (Annexure-T1)

ii) Statement of deviation from Tender Terms and Conditions (Annexure-T2).

iii) List of Customers to whom similar services rendered / are being provided. Legible copies of documents of work orders, service agreements etc in support of agency's experience for the last three years in providing such services in Govt. / Public Sector Undertaking / Autonomous bodies / Reputed Private Companies / Organizations. Documentary evidences howing three similar completed works, with Rs. 5.00 Crores during the last three years have to be submitted. (as Annexure-T3).

iv) Agency / Vendor Profile (as Annexure-T4)

v) Solvency certificate for a minimum of Rs. 10 Lakhs from any Nationalized / Scheduled Bank and it should not be more than three months old. (as Annexure-T6).

vi) Any other document required as per various clauses and terms and conditions mentioned in the tender document (as Annexure –T7).

vii) Check List (as Annexure-T8).

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

i) Bid Letter (Annexure-C1)

ii) Price Schedule (Annexure-C2)

iii) Contract Form (Annexure-C3) (it is nominal undertaking for the contract agreement).

iv) Any other document required as per various clauses and terms & conditions mentioned in the tender document (Annexure-C4)
7. Bids shall contain no interpolation, erasers or overwriting. Corrections, if any, shall be initiated by the person signing the bid.

8. **Aarogyasri Health Care Trust reserves right to accept any bid and to reject any or all bids:**

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

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

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

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

    Bids shall be remain valid for 3 (Three) months from the date of commercial bids. Any bid from the date valid for a shorter period may be rejected by the Tender Evaluation Committee as non-responsive.

11. **Quotation of Prices**

    The Prices should be quoted in Indian Rupees as per the format given at Annexure-C2. They should quote Administrative Cost (Percentage) excluding GST. Aarogyasri Health Care Trust will pay only the rates quoted in the Annexure-C2. No other payment will be paid.

12. Period of contact:
The Contact shall be initially awarded for a period of two years from the date of award of contract. However, Aarogyasri Health Care Trust at its discretion may extend the contract for a further period of additional two years as per rate, terms and conditions agreed upon. It is extendable by another two years on mutual agreement.

13. Award of contract:

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

14. Signing of Contract

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

15. Performance Guarantee

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

16. Refund of Security Deposit(EMD)

In case of unsuccessful bidders whose tenders are not considered for placing order, the Earnest Money Deposit will be refunded without any accrued interest within three months of the final decision for selection of Agency / Firm. Aarogyasri Health Care Trust, reserves the right to forfeit part or full security deposit amount without assigning any reason, if bidder is found in violation of all/any of the tender conditions.

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

18. **Termination of contract:**
The designated officer of Aarogyasri Health Care Trust reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of Agency, with an advance notice of three months failing which agency is liable to pay liquidated damages besides forfeiture of Security deposit or Performance Guarantee.

19. **Right to Black List:**
AHCT reserves the right to blacklist an Agency for a suitable period in case it fails to honour its bid without sufficient grounds.

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

Payment: Aarogyasri Health Care Trust shall pay on monthly basis within 30 working days after submission of bills with necessary enclosures which were already paid to the employees outsourced by the agency. Then Aarogyasri Health Care Trust reimburse the same and enable to pay the next month salary to the staff members.

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

Aarogyasri Health Care Trust shall process the payment expeditiously and try to release payments within 15 days. Payments shall be subject to deductions of applicable lease penalty amount where the bidder does not fulfill agreed terms & conditions, as the case maybe. All payments shall be made subject to deduction.
of TDS (Tax Deduction at Source) as per the Income Tax Act, 1961 and any other applicable taxes, from time to time.

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

21. Penalty Clauses

i. The successful Agency shall start providing BPO Services from the date of intimation. Any unjustified and unacceptable delay in deployment of BPO Services by the bidder will have for penalty @ Rs.200 per day per person.

ii. In case the BPO Service deployed is not performing satisfactory services, the Agency will have to replace the BPO Services within 7 days of intimation after due approval of competent authority, failing which 2% will be deducted from the amount payable for the current month or security deposit or performance guarantee.

iii. The successful Agency shall ensure that payment is given to the deployed employee in time and that the Agency shall be responsible for all and any of eventual default or violation of labour laws applicable to such cases. If the successful Agency does any malpractice in payment to any deployed employee its security deposit or performance Guarantee will be forfeited and his job order will be cancelled.

iv. The other form of Penalty not mentioned in the Tender Document will be decided by the appropriate authority on case to case basis.

22. Arbitration

If any difference arises concerning this agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations & negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a sole arbitrator. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under Law, another arbitrator shall be
appointed in the same manner from among the panel of three persons to be submitted by the Claimant. The arbitration proceedings shall take place at Hyderabad and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

23. **Applicable Law**

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

24. **Miscellaneous**

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

25. **Canvassing**

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

1. Aarogyasri Health Care Trust was formed by the Government of Telangana. The Vision and Mission of Trust are as follows:

2. ‘104’ Service: 104 Helpline service has been started with the objective of providing advice through a health helpline providing quality medical information, advice and counseling round-the-clock to the 8 Crore people of Telangana in English, Telugu and Hindi. The governing principle of this service is to bring awareness among the population about the available health choices.

The services offered through the 104 help line are:

(i) Medical Advice using triage (classifying the caller’s condition as critical, serious or stable) and providing appropriate advice).

(ii) Counseling Services (counseling on HIV/AIDS condition, matrimonial discord, depression and chronic diseases, psychological distress, early identification of suicidal tendencies and suicide prevention).

(iii) Directory Information (information about health BPO Service Providers, diagnostic services, hospitals, both public and private information about government health programmes).

(iv) Complaint Registry (citizens can register complaints against any public health system/provider and redress is provided).

The Trust has been entrusted with the functioning of 104 services from 01.10.11.

3. Trust Funding: Trust is fully funded by Government of Telangana.

4. Current plans by the Trust are to cover the following:

• Entire State of Telangana.

• Additional Communicator hours may be added to the existing Trust Call Centre as necessary to accommodate call volume or to open an additional Call Centres that may be created as determined by the BPO Service Provider and the CEO. Additional worked hours must be pre-approved by the CEO at the same rates and terms as proposed in the BPO Service Provider’s proposal.

• For informational purposes, see Volume II for anticipated Call Volumes. It is the intent of this proposal for Trust to determine staffing needs, but to allow proposers to understand better the mission of Trust; Volume II may be used as a reference.
B Description of Services

1. Health Help Line services: The Trust intends to run a health help line with the following services.
   
i. Medical Advice
   
ii. Counseling
   
iii. Directory information, and
   
iv. Grievance forwarding and redressal

The Trust is looking for a BPO Service Provider to staff and operate its 104 Call Centre in Hyderabad.

2. The BPO Service Provider will be responsible for completing the following major tasks:
   
i. Recruit and hire qualified staff to carry out operations of the Trust Call Centre.
   
ii. Ensure the Trust Call Centre is staffed and available to receive calls 24 hours a day, 7 days a week through a detailed staffing plan and a continuity of operations plan in the event of a local, regional, state or national disaster.

iii. Manage the Trust Call Centre Technical Infrastructure System, communications infrastructure, including standard managing call reporting tools, as directed by Trust. Although Trust will provide the facility, equipment, landlines, and other infrastructure components, the BPO Service Provider will manage and maintain these assets on a daily basis and work with Trust to develop procedures for testing, maintenance, troubleshooting, and reporting.

iv. Provide a monthly schedule of hours to be worked 2 weeks prior to the beginning of each work schedule.

v. Work with the Trust staff to review, improve if required, and execute quality assurance procedures, data acquisition and reporting procedures, and financial accountability/property control procedures.

The result of this contract will be the provision of qualified health services call centre staffing and supervision, for the Trust Call Centre for the hours specified herein.

3. The Trust Call Centres will be operational 24X7 with adequate staffing to ensure the following:
   
i. Ability to answer the expected and actual number of calls without putting callers on hold or dropping calls due to inability to answer the incoming request
   
ii. Ability to operate on a continuous 24X7 basis to receive calls and route/advise patients and to provide continuous operations.
iii. Ability to continue or increase operational capacity (staffing) 24X7 function in the event of a declared emergency and/or natural/man-made disaster as requested by the CEO or designee.

iv. Ability to answer calls in Telugu, Hindi and English in the descending order of importance.

4. The BPO Service Provider selected for this project shall have the following requirements to fulfil:

i. A corporate infrastructure capable of staffing an operation of this size and complexity.

ii. Human resource services capability necessary to recruit qualified personnel and provide related HR functions.

5. A call to 104 will be made by a needy caller, which goes to the call centre. An advisor will immediately attend the call and register the call. The purpose of registering the Call taking process is to ensure standard procedure is followed to serve the callers by registering, advising and transferring the calls to the concerned professionals if required. The caller details and Beneficiary details are obtained and recorded. The purpose of the call is then recorded. If the call is for a medical advice then certain algorithms and disease summaries are used to advise the caller (94% of calls). The call gets escalated to the in-house medical officer in case a prescription needs to be given as per the algorithm; or in case the call is emergency in nature then for onward transmission to 108 through the in-house medical officer; or if there is no content available in the algorithms or disease summary (10% of medical advice calls). If after the advice or on a direct call, directory services are required, the same are offered (2% calls). If the call is related to counselling, the call is forwarded to the doctor before it is put through to a counsellor. Thereafter once the caller is registered, second call onwards the caller is directly put through to the counsellor (4% calls). If the call is for grievance redressal, then its registered and followed up with the party concerned. If the call is related to blood donation or organ transplant, the status of the same is informed and the service facilitated. (100 calls per day would be the approximation)

Sequentially, the overall call taking process involves the following steps:

i. The call is received from the central server and routed to the HA.

ii. The HA then greets the caller by a standard greeting and then asks for the preference of language i.e. Telugu/English/Hindi.

iii. HA asks for an existing ID that was earlier generated if he is a repeat caller. Call is transferred to required advisor.
iv. If caller is calling for the first time, HA gets the caller details: Either the [ration card number (or) [Caller’s name, surname, father’s name/mothers name, age, sex, Village, Mandal, District]

v. Call is transferred to respective advisor if needed viz., MO/CO/ GH.

vi. If the caller is calling for the first time then a new id will be generated after taking basic details from the caller.

vii. If the caller is calling for the second time then based on the details given by the caller the id given to that caller earlier will be retrieved.

viii. After generation/retrieval of the caller id, the right side of the screen will be enabled

ix. **Junk Call:** If the call is not valid, then HA will terminate the call based on the type of the call (nuisance, silent, missed etc....)

x. **Emergency Call:** In case of emergency call is directly transferred to MO without any registration of mandatory fields at HA Level by selecting Emergency call check box.

xi. **Counselling Call:** When the caller calls for the first time for counselling the call is transferred to MO.

xii. When the caller calls for the second time for follow up HA enquires about the counsellor’s ID given to the caller in first session and transfers the call directly to CO, if available or any other CO

xiii. **Medical Advice Call:** In case the call is for medical advice HA enquires about the problem and determines whether the advice is for self/others.

xiv. HA first confirms the Beneficiary details (Name & Age).

xv. HA follows the algorithm questions to determine the problem. If the disease type is not available HA shall check the disease summary and follow questions in disease summary.

xvi. HA provides advice as per the Algorithm/Disease summary. After completing the call, HA requests for caste details for the first time caller (if not available in the
application), confirms registration ID, informs the need to preserve the caller ID and updates about 24X7 services of 104 Advice.

xvii. If the caller wants more information on his problem or an emergency service or where there is no Algorithm and Disease Summary for the caller’s symptoms or there is a requirement for sending a prescription to the caller then HA transfers the call to MO. While transferring, HA needs to enter the basic complaint as told by caller and informs the Beneficiary regarding the transfer.

xviii. Whenever the call comes for Counselling for the first time it is routed through the HA who shall confirm the ‘clinching symptom’. Based on confirmation by the caller the call will be transferred to CO ever for a first time call.

xix. In case of ASHA calling, the call is registered as any other call and the required information provided by the HA directly and transferred to MO based on the query or further requirement

xx. If the call is for grievance redressal, then its registered and followed up with the party concerned.

xxi. If the call is related to blood donation or organ transplant, the status of the same is informed and the service facilitated. (100 calls per day would be the approximation).

6. Monitoring and measurement method

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Measure</th>
<th>Bench mark</th>
<th>Generator System /Manual</th>
<th>Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Calls per Hour</td>
<td>Number</td>
<td>20</td>
<td>System</td>
<td>BPO Service Provider</td>
</tr>
</tbody>
</table>
** Service provided calls **

<table>
<thead>
<tr>
<th>Average Handling Time</th>
<th>% **</th>
<th>60</th>
<th>System</th>
</tr>
</thead>
<tbody>
<tr>
<td>BPO Service Provider</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** Quality Scores **

<table>
<thead>
<tr>
<th>BPO Service Provider</th>
<th>%</th>
<th>90</th>
<th>System</th>
</tr>
</thead>
</table>

** ** No. of calls received / No. of calls transferred per month

7. The forecasted call volumes and average times are as given below:

<table>
<thead>
<tr>
<th>Forecasted Calls</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily average</td>
<td>3000</td>
</tr>
<tr>
<td>Daily Peaks</td>
<td>1200-1600 (Low) - 83</td>
</tr>
</tbody>
</table>

** SLAs:**

<table>
<thead>
<tr>
<th>S No</th>
<th>Parameters</th>
<th>Target</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Average Speed of Answering (ASA)</td>
<td>90% of calls should be answered in 10 Seconds</td>
<td>5% of the payment for that particular month</td>
</tr>
<tr>
<td>2</td>
<td>Floor Adherence</td>
<td>90%</td>
<td>5% of the payment for that particular month</td>
</tr>
<tr>
<td>3</td>
<td>Quality of the Centre</td>
<td>90%</td>
<td>5% of the payment for that particular month</td>
</tr>
<tr>
<td>4</td>
<td>Average Handling Time (AHT)</td>
<td>3 Minutes</td>
<td>5% of the payment for that particular month</td>
</tr>
<tr>
<td>5</td>
<td>Abandon %</td>
<td>Less than or equal to 5%</td>
<td>5% of the payment for that particular month</td>
</tr>
</tbody>
</table>

C. Deliverables

1. The BPO Service Providers shall provide adequate staffing to enable 24X7 operations.

1.1 The requirements for this deliverable are as follows:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Requirements</th>
<th>Performance Indicators</th>
</tr>
</thead>
</table>

24
BPO Service Provider will provide adequate staffing for Trust Call Centre and each HA position to enable adequate coverage of state wide operations 24 hours a day, 7 days a week, 365 days per year.

The BPO Service Provider will furnish the following positions in each Trust Call Centre:

(i) Minimum staffing for Koti Call Centre.

(ii) Must have the capability to provide additional Call Centre staffing at the request of the CEO or designee to ensure adequate operations.

(iii) Sufficient Staff to maintain Call Centre communications at all times.

(iv) The BPO Service Provider must have sufficient staffing resources to provide 24x7x365 continuous operations.

(v) The BPO Service Provider must have sufficient staffing resources to provide 24x7x365 continuous operations in the event of an emergency and/or natural/man-made disaster.

(vi) Prior to being approved to be added to the work schedule each Trust Communicator must be approved by Trust for training with a preceptor designated by Trust. The BPO Service Provider will provide schedule of operations with adequate staff working 48 hours per week.

(i). The BPO Service Provider will provide Employment Agreements and/or contracts for review by CEO or designee. BPO Service Provider will present to CEO or designee a written staffing plan including the swap policy that includes 48 hours a week for all resources. Shift scheduling, including back-up staffing resources for each month at least 2 weeks prior to the beginning of the work schedule shall be given.

(ii) The BPO Service Provider will present an Emergency Staffing Plan to the CEO or designee that outlines procedures for maintaining or acquiring additional call centre staffing hours in the event of an emergency and/or natural/man-made disaster.

---

2. The BPO Service Provider shall provide adequate supervision to enable 24X7 operations.

The requirements for deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Requirements</th>
<th>Performance Indicators</th>
</tr>
</thead>
</table>

25
The BPO Service Provider will provide adequate supervision for Trust Call Centre and each supervisory position to enable 24X7 operations.

(i) The BPO Service Provider will furnish the positions in Call Centre as indicated for Supervisor positions.

(ii) Present a written supervisory plan of duties that includes 48 hours a week performing supervisory/administrative duties, to the CEO or designee monthly.

(iii) Present an Emergency Staffing Plan that outlines procedures for acquiring and maintaining supervisory staff in the event of an emergency and/or natural/manmade disaster.

3. The BPO Service Provider shall provide for the ability to maintain all the call centre operations on a 24x7x365. The requirements for this deliverable are as follows:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Requirements</th>
<th>Performance Indicators</th>
</tr>
</thead>
</table>
| The BPO Service Provider shall provide for the ability to execute the process on a 24X7X365 basis | (i) The BPO Service Provider shall adhere to policies and procedures for operations that address staffing, operational protocols, back-up call taking procedures, etc.  
(ii) The BPO Service Provider shall provide a Continuity of Operations Plan (COOP) in the event of an emergency to ensure that each Trust Call Centre is fully functional 24X7X365.  
(iii) The BPO Service Provider shall adhere to the Quality Assurance plan as established by the Trust Staff incorporating periodic review of call volume data, periodic review of Trust process outcomes (including counselled/operator patient status 30 days post-procedure), and other quality indicators.  
(iv) The BPO Service Provider will have sufficient liability insurance in place to ensure replacement of equipment and infrastructure (purchased by Trust) in the event such equipment and/or infrastructure is damaged or destroyed due to the negligence | (i) The BPO Service Provider will provide a certificate of insurance documenting the equipment replacement coverage.  
(ii) Provide a copy of the COOP plan in Microsoft Word format to CEO or designee for review and approval in April of each year. |
of the BPO Service Provider. Such insurance should allow for complete replacement of the damaged/destroyed equipment.

Note:

i. Although Trust will provide the facility, equipment, landlines, and other infrastructure components, the BPO Service Provider will be expected to manage these assets on a daily basis.

ii. All variances in communications equipment will be reported to the CEO or designee immediately and in any event no later than within 30 minutes of variance for remediation.

4. Documentation and Reporting

BPO Service Provider shall be required to provide at least following documents at different phases during the contract period. If need be, BPO Service Provider shall also update the existing documents like process documents, system/ user manuals etc. This is an indicative but not exhaustive list of documents. Actual requirement will be spelt out during signing of contract or during the lifecycle of the project.

(i) Documentation

<table>
<thead>
<tr>
<th>S No</th>
<th>Name of the document</th>
<th>Review Schedule</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Work Management Plan document</td>
<td>Monthly review</td>
<td>Shift Timings base document is ready and will be reviewed periodically and changes will be incorporated.</td>
</tr>
<tr>
<td>2</td>
<td>Process document #</td>
<td>2 months</td>
<td>All the processes are documented as of date. As and when any new processes are identified the same shall be documented and implemented.</td>
</tr>
<tr>
<td>3</td>
<td>System Administration Manual</td>
<td>1 month</td>
<td>To be continuously Updated.</td>
</tr>
</tbody>
</table>
Knowledge Bank Document*  | 3 months  | Trouble shooting document needs to be developed.

# For the existing processes as well as the newly introduced processes, including department wise user requirements.

* Consisting of classification of all the problems that have arisen and solution that has been found, vertical- wise, date-wise, location –wise throughout the contract period.

(ii) Reports:

The BPO Service Provider shall submit the reports on a regular basis in a mutually decided format. The following is only an indicative list of reports that would be required to be configured in the Dashboard of the IT application tools. Softcopy of these reports shall be delivered automatically via email at specific frequency and to the pre-decided list of recipients. The BPO Service Provider shall submit certain information as part of periodic review as and when required by the Trust.

Following is the indicative list of reports to be prepared by the BPO Service Provider:

(a) Daily reports (to be submitted on next working day)

Daily Fact sheet – Previous day’s call statistics are captured.
Shift-wise login status – Previous day’s login status is captured.
Shift wise Call details --- Previous day’s shift wise call statistics.
Daily Dashboard --- Previous day’s Agent-wise / Team Leader-wise / Floor Manager-wise performance report.

(b) Weekly Reports (to be submitted on the first working day of the following Week)

Weekly analysis on call analysis at medical advice/Counselling /Service Improvement.
Weekly analysis on Complaints received and the status. Quality reports.

(c) Monthly reports (to be submitted by 10th of the following month)

Monthly analysis on operations/Medical Advice/counselling
Monthly analysis on Complaints received and the status
Quality reports

Consolidated Dashboard Reports
Customer Delight Index (CDI)

Rewards and Recognition programme for the next month should be rolled out.
Rewards and Recognition for the previous month should be announced.

(iii) Knowledge Sharing

The Service Provider shall arrange for sessions on sharing of knowledge as ‘value addition’ once in a quarter at Trust premises. Scope of the same is as follows:

Schedule and subject shall be mutually decided by Trust and Service Provider.

Each such session shall be generally for 1-2 days and shall be held primarily in the weekends.

The Service Provider shall arrange for professional trainer, subject to Trust’s acceptance, for taking such sessions and the study material. Trust’s responsibility shall be arrangement of the logistics. Trust shall decide the number of participants in such sessions.

Knowledge session shall primarily be related to the list of following areas which is indicative in nature but not exhaustive.

Common calls relating to the Trust’s delivery services to its customers,
Working towards improving the algorithms deployed by the Trust

(iv) Reverse Transition Plan

Reverse Transition Services are the services provided by the Successful Bidder to the Trust during the reverse transition period which will start after completion/termination of the contract period to facilitate an orderly transfer of the Services to the Trust or to an alternative third party service provider nominated by the Trust.

As part of Reverse Transition Services, the Trust shall have the right, and Bidder shall not object to or interfere with such right, to contract directly with any new Bidder or Bidder’s sub-contractors.

The Reverse Transition Services, to be provided by the Bidder to the Trust shall include the following:

v) Knowledge transfer

a) The Bidder will have to provide such necessary information, documentation to the Trust or its designee, for the effective management and maintenance of the Deliverables under this Bidding document. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all
existing procedures, policies and programs required to support the Services. Such
shall include:
Network maps
Operational work instructions
Listing of all events being monitored and the monitoring frequency
   Listing of all third (3rd) party contractors that have been directly relevant
to the provision of the Services under this Bidding document.
   All trainings that the Trust feels are necessary to be imparted to the Trust or
its designee’s personnel

   The Parties shall return confidential information and will sign-off and
acknowledge the return of confidential information.
   Bidder will have to provide all other Services as may be agreed by the
Parties in connection with the Reverse Transition Services.

   The Bidder recognizes the Transition Services listed herein are only
indicative in nature and the Bidder agrees to provide all assistance and services
required for fully and effectively transitioning the Services provided by the Bidder
under this Tender and subsequent Agreement, upon termination or expiration
thereof, for any reason whatsoever.

(vi) Training to staff:

   The BPO Service Provider shall arrange the workshops/ training sessions for
its staff.

   The BPO Service Provider has to conduct at least one (1) training programme in
a month for its staff. Each person shall receive at least 10 hours of training every
month. Snacks and lunch is to be provided at the time of training sessions.

(vii) Refreshments & Transport:

   Mineral water shall be provided.

   Coffee/ Tea vending machine shall be provided.

   All the staff shall be provided with common transport so that the staff reaches on
time.
D. Staffing Requirements

1. Staffing requirement ratio:

1.1 The BPO Service Provider shall deploy a minimum number of on-site resource personnel as per ratio indicated below at Koti Call Centre. However, with a view to achieve desired SLAs for respective services, bidders may plan and propose additional resources.

<table>
<thead>
<tr>
<th>Resource</th>
<th>Resources required (peak hrs 11am to 7pm)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operations Staff</strong></td>
<td></td>
</tr>
<tr>
<td>Health Advisors</td>
<td>65%</td>
</tr>
<tr>
<td>Medical Officers</td>
<td>10%</td>
</tr>
<tr>
<td>Counsellors</td>
<td>9%</td>
</tr>
<tr>
<td>Team Leaders</td>
<td>5%</td>
</tr>
<tr>
<td>Assistant Manager</td>
<td>1%</td>
</tr>
<tr>
<td><strong>Support Staff</strong></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>10%</td>
</tr>
</tbody>
</table>

Note: Staff of suitable Ex-104 employees will be given preference

1.2 Staff Time needed:

<table>
<thead>
<tr>
<th>Minimum Staffing</th>
<th>Minimum hours/week/person</th>
</tr>
</thead>
<tbody>
<tr>
<td>H.A</td>
<td>48</td>
</tr>
<tr>
<td>C.O</td>
<td>48</td>
</tr>
<tr>
<td>M.O</td>
<td>48</td>
</tr>
<tr>
<td>TL/Supervisor</td>
<td>48</td>
</tr>
</tbody>
</table>
2. Qualifications

2.1 Qualification requirements for Operations staff:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Position</th>
<th>Qualification</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Medical Officer</td>
<td>MBBS</td>
<td>5 Yrs</td>
</tr>
<tr>
<td>2.</td>
<td>Health Advisor</td>
<td>GNM/Life science Graduates</td>
<td>3 yr</td>
</tr>
<tr>
<td>3.</td>
<td>Counsellors</td>
<td>MSW/MA (Psychology)</td>
<td>2 yr</td>
</tr>
<tr>
<td>4.</td>
<td>Team Leaders</td>
<td>Graduates with experience</td>
<td>5 yr</td>
</tr>
<tr>
<td>5.</td>
<td>IT Executive</td>
<td>MCA/B.Tech with experience</td>
<td>5 yrs</td>
</tr>
<tr>
<td>6.</td>
<td>Assistant Managers</td>
<td>Graduates with experience</td>
<td>3 yr</td>
</tr>
<tr>
<td>7.</td>
<td>Project Manager</td>
<td>B.Tech/MBA (Preferably Green Belt)</td>
<td>5 yrs</td>
</tr>
</tbody>
</table>

2.3 The costing is given below:

<table>
<thead>
<tr>
<th>S No</th>
<th>Resource</th>
<th>Quantity</th>
<th>Cost per unit / month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Medical Officer</td>
<td>3</td>
<td>Rs. 25,000/-</td>
</tr>
<tr>
<td>2</td>
<td>Project Manager</td>
<td>1</td>
<td>Rs. 40,000/-</td>
</tr>
<tr>
<td>3</td>
<td>Asst. Mgr</td>
<td>1</td>
<td>Rs. 25,000/-</td>
</tr>
<tr>
<td>4</td>
<td>Counselor</td>
<td>3</td>
<td>Rs. 18,000/-</td>
</tr>
<tr>
<td>5</td>
<td>Team Leader</td>
<td>5</td>
<td>Rs. 20,000/-</td>
</tr>
<tr>
<td>6</td>
<td>IT- Executive</td>
<td>2</td>
<td>Rs. 18,000/-</td>
</tr>
<tr>
<td>7</td>
<td>HA</td>
<td>50</td>
<td>Rs. 15,000/-</td>
</tr>
</tbody>
</table>

| Total | 65 |

Note:
The bidder has to quote Administrative Cost which includes all statutory payments payable to the employee, indirect administrative overheads, charges of staff training, drinking water, Transport, Stationery etc.

Exclusive GST on Contract Value.

Salaries to the employees are to be paid based on the G.O. Ms.No.14. There shall be no change in the salaries which are mentioned above.

All statutory payment to be paid to employer of outsourcing as applicable in G.O. Ms.No.14.

**Bidder should quote Administrative Cost Percentage Minimum 2 % on contract value.**

3. **The Job Description:**

3.1 **HA Job Description**

HAO registers the call and takes the other details.

Seek details of need for health advice from the customer Assess the clinical condition of the customer.

At the least suspicion of an impending emergency, advice the customer to visit a doctor/hospital or call for ambulance and provide information about nearby empanelled doctor / hospital.

If all possibilities of emergency are ruled out proceed with Algorithms & Disease Summaries to advice the customer.

If no reference is available in the System, or if the customer is not satisfied, or you are not very sure of the clinical condition, transfer the call to MO

At the end of the transaction, thank the customer for using the service and ask them to call back you for giving feedback on the condition of the patient.

3.3 **Floor Leader and Team Leader Job description:**

<table>
<thead>
<tr>
<th>Roles and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Team leader</strong></td>
</tr>
<tr>
<td>Manage Team</td>
</tr>
<tr>
<td>✔ Managing attendance</td>
</tr>
<tr>
<td>✔ Planning the seating</td>
</tr>
<tr>
<td>✔ Managing breaks</td>
</tr>
<tr>
<td>✓ Managing OFFs and leaves</td>
</tr>
<tr>
<td>✓ Conflict management</td>
</tr>
<tr>
<td>✓ Swap management</td>
</tr>
</tbody>
</table>

**Quality**

| ✓ Monitoring to make sure agents are servicing the calls appropriately | ✓ Monitoring to make sure agents are servicing the calls appropriately |
| ✓ Conducting feedback | ✓ Ensuring the transaction monitoring and the feedbacks are done |
| ✓ Conducting coaching | ✓ Identifying the training requirements |

**Analysis and Data management**

| ✓ Rostering for the team | ✓ Rostering of TL’s |
| ✓ Performance tracking | ✓ Performance tracking of the team |
| ✓ Identifying top and bottom performers | ✓ Planning and motivation |

**Others**

| ✓ Handling escalations | ✓ Handling escalations |
| ✓ Taking suggestions | ✓ Escalating associate issues if required |
| ✓ Taking initiatives | ✓ Taking initiatives |
| ✓ Conducting team Huddles | ✓ overseeing team Huddles |
| ✓ Additional tasks given by supervisor/manager from time to time | Other |
| ✓ Attend calls, if required | Additional tasks given by supervisor/manager from time to time |

**Job Description of Counselor**

Counseling process will be initiated with pleasant atmosphere to build a rapport with the caller. Attend calls transferred from 104 Health Advisor which needs Counseling Services. Seek details of need for counseling from the caller.
Listen what the caller says, understanding the problem, probing for further inputs would help the Counselor to formulate two or more suitable solutions for the caller (counsellee) to follow.

The solutions generally advocate behaviour change, suggesting activities and exercises, change of diet and lifestyle, Tips, tools and methods to put in application which are simple and easy to practice.

Doubts clarification and instilling confidence is the main item of the call conclusion. Finally caller will be requested for feedback in regular intervals.

Maintain the login adherence Answering the calls following the quality parameters

### 3.4 Project Manager Job description:

<table>
<thead>
<tr>
<th>Role Description &amp; Responsibility</th>
<th>Strategy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Represent 104, as required, in business / review meetings and with visitors and various stakeholders</td>
<td></td>
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<tr>
<td>2. Support introduction of new service lines</td>
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<tr>
<td><strong>Operations</strong></td>
<td></td>
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<tr>
<td>3. Prepare and maintain a high quality MIS.</td>
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<tr>
<td>4. Ensure floor discipline</td>
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<td>5. Manage the roster</td>
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<tr>
<td>6. Manage recruitment</td>
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<tr>
<td><strong>People Management</strong></td>
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<tr>
<td>7. Manage Shift Managers</td>
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<tr>
<td>8. Skip level meetings with Floor Managers and Team leaders</td>
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<tr>
<td>9. Administer employee recognition</td>
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<tr>
<td><strong>Quality Assurance and Customer Satisfaction</strong></td>
<td></td>
</tr>
<tr>
<td>10. Ensure TLs and FLs complete Transaction Monitoring in time</td>
<td></td>
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<tr>
<td>11. Ensure closure of all Action Items arising out of Quality and C-SAT reports</td>
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<tr>
<td><strong>104 Advice Software</strong></td>
<td></td>
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<tr>
<td>12. Interface with IT for implementing new requirements</td>
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<tr>
<td>13. Track Issue Log</td>
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<tr>
<td>14. Participate in weekly IT calls</td>
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<tr>
<td><strong>104 Medical Advice</strong></td>
<td></td>
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<tr>
<td>15. Follow up on Transaction Monitoring (quality) suggestions on Medical Advice</td>
<td></td>
</tr>
<tr>
<td>16. Collecting Content requirements from agents.</td>
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<tr>
<td><strong>Training Team</strong></td>
<td></td>
</tr>
</tbody>
</table>
17. Interact with the training team to concretize the training programs
18. Collaborate with Training to identify and meet training needs
N&S (IT wing-Networking and Services)
19. Interact with N&S to close open items

<table>
<thead>
<tr>
<th>Qualification / Eligibility</th>
<th>Post Graduates/ Graduates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years Of Experience</td>
<td>Experience in a contact centre.</td>
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<td></td>
<td>Managed large teams.</td>
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<td></td>
<td>Minimum 1 year as Shift Manager or equivalent and over all 5 years of experience</td>
</tr>
<tr>
<td>Competencies / Skills</td>
<td>Process knowledge.</td>
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<td></td>
<td>Basic Computer Knowledge.</td>
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<td></td>
<td>Good communication skills.</td>
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<td>Command of language: Telugu (preferred), Hindi, English (Desirable).</td>
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<td></td>
<td>Displays patience and good judgment.</td>
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<tr>
<td>Reporting to</td>
<td>CEO or designee</td>
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</tbody>
</table>
E. Trust Responsibilities

1. Trust will furnish the following computing equipment as part of the communications infrastructure:

   i. Workstation class PCs for management of the software, the telephone switch software, the digital recording software and interface, and the web access to the data system.

   ii. A combination of standard office desktop computers and laptops, to be determined by Trust, for the staff on duty at Trust Call Centre.

2. No other computing equipment will be furnished by the BPO Service Provider to supplement the Trust provided equipment.

3. The BPO Service Provider must access the Internet through the Trust-supplied firewall for confidentiality of information transmitted over the internet.
SCOPE OF BID

.1 The Trust invites Bids for the Services described in these Bidding Documents, in accordance with the procedures, conditions and contract terms prescribed in the Bidding Document.

.2 The title and identification number of the Notice Inviting Bids (NIB), resulting Contract(s), and brief description of service are provided in the BDS.

.3 The schedule of bidding process is as specified in the BDS.

.4 The successful bidder will be expected to complete its performance within the period stated in the BDS.

.5 Bidder must be ready to accept the extension of the contract by a further period specified in the BDS on the same terms and conditions, if so desired by the Trust.

.6 The Official Website and the address of Trust’s Office for the purpose of this Bidding Document shall be as specified in the BDS.

.7 If the BDS so provides, alternative procedures forming part or all of what is commonly known as e-Tendering are available to the extent specified in, or referred to by, the BDS.

.8 The Bidding documents can be obtained from the official website of the Trust or at the Trust’s Office, at the Cost specified in BDS. In case the bidding documents are downloaded from the official website, a bank demand draft for an amount equal to the bid price, drawn in favour of the Trust, shall be submitted along with the bid, attached to the bid form.

.9 Throughout these bidding documents, the definitions in the Conditions of Contract shall apply; Services also refer to Activity Schedule; Authority also refers to The Trust; and Contractor also refers to BPO Service Provider.

.10 Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.
General Instructions
(Liability, Prohibited Practices, Cost of Bid, Definitions, etc.)

1. Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a public sector undertaking, as the case may be, from participating in any project and the ban subsists as on the date of Bid, would not be eligible to submit a Bid.

2. This Bidding Document is not transferable.

3. Any award of contract pursuant to this Bidding Document shall be subject to the terms of Bidding Document.

4. The statements and explanations contained in this Bidding Document are intended to provide a better understanding to the Bidders about the subject matter of the Bid for which this Bidding Document is issued and it should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Bidding Document or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the assignment to be awarded pursuant to this Bidding Document or the terms there of or here in contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this document are to be noted, interpreted and applied appropriately to give effect to this intent and no claims on that account shall be entertained by the Authority.

5. Liability: The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document, the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

6. By submitting a proposal, the Bidder agrees to promptly contract with the Authority for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Authority within stipulated time will relieve the Authority of any obligation to the Bidder, and a different Bidder may be selected.

7. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Authority.

8. The Bidders shall adhere to the terms of this Bidding Document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same. The
Authority reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.

Responses received become the property of the Authority and can’t be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

Contacts during Bid Evaluation: Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Document, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

For the purposes of this bid the Authority,

(a)defines “Prohibited Practice” to comprise of any or all of the following terms collectively:

(i) **Corrupt practice** means (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); Or (ii) Save and except as permitted under the Clauses relating to Bid security/Performance security of this Bidding Document as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the Authority in relation to any matter concerning the Project;
(ii) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(iii) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(iv) “Undesirable practice” means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;

(v) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in prohibited practices in competing for the contract in question; and

(c) will black-list a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

Cost of Bid:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Definitions and Acronyms:

“ITB” means Instructions to Bidders, “BDS” means Bid Data Sheet, “Paragraph” or “Para” refers to the paragraph number in the ITB or BDS, “Sub-Para” or “Sub-paragraph” refers to the sub paragraph of a para of ITB or BDS, “Clause” or “Sub-Clause” refer to those in General Conditions of Contract(GCC) or Special Conditions of Contract(SCC).
Eligibility

.1 This invitation for bids is open to all Bidders who fulfil the minimum Eligibility Criteria as laid herein.

.2 Proposals not complying with the ‘Eligibility Criteria’ are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified in the BDS.

.3 A Bidder may be a private entity or government-owned entity subject to falling within the definition of “BPO Service Provider”.

.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Trust regarding this bidding process; or a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same Sub-contractor in more than one bid; or

(e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

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

.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Trust, as the Trust shall reasonably request.
Qualifications

.1 By submission of documentary evidence in its bid, the Bidder must establish to the Trust’s satisfaction:

That it has the financial, technical, and production or performance capability necessary to perform the Contract, meets the qualification criteria specified in the BDS, and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;

Pre-Bid meeting or Site visit

.1 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.

.2 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

.3 The Bidder’s designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

.4 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.

.5 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

.6 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

B. THE BIDDING DOCUMENTS
Contents of Bidding Documents

.1 The Bidding Document comprise the documents listed under “Preparation of bids” and other documentation specified in the BDS and addenda issued in accordance with paragraph “Amendment of Bidding Document” ITB.

.2 The Bidder is expected to examine the Bidding Document, including all instructions, forms, contract terms and specifications. Failure to furnish all information required by the Bidding Document, or submission of a bid not substantially responsive to the documents in every respect, will be at the Bidder’s risk and may result in the rejection of its bid.

.3 The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

Clarifications

.1 The Authority on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders as per sub-para .2(vii) of “Pre-bid meeting or Site Visit” Para ITB. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
Amendment of Bidding Document

1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document details by the issuance of Addenda.

2. Any addendum issued hereunder will be in writing/updated in the official website.

3. In order to afford the Bidders adequate time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

Language of Bids

1. The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Authority shall be written in English Language.
C. PREPARATION OF BIDS

Documents Comprising the Bid

.1 The bid submitted by the Bidder shall comprise the following:

(a) a Bid Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract with the following attachments:

(i) Attachment B1: A bid security furnished in accordance with “Bid Security” paragraph of ITB.

(ii) Attachment B2: A power of attorney, duly authorized by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus the bid is binding upon the bidder;

(iii) Attachment B3: Cost of Bidding Documents furnished in the form specified under sub-para .8 of “Scope of Bid” para ITB, either in the form of a receipt of Bid Price paid or in the form of a Demand Draft drawn in the favour of the Trust.

(b) The Technical part attachments consisting of the following:

i) Attachment T1A: The Bidder’s particulars and Eligibility Criteria (in the format indicated in Volume II. iv), duly completed by the Bidder in the manner supported by documentary evidence as specified therein, establishing that the Bidder satisfies the eligibility criteria referred to in “Eligibility” paragraph ITB and is otherwise eligible to perform the contract if its bid is accepted;

ii) Attachment T1B: Qualifications of the Bidder: Documentary evidence establishing to the Authority’s satisfaction, and in accordance with ITB “Qualifications” paragraph, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Sub-para .1 (a) of “Qualifications” Para ITB, the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;

Attachment T1B(Qualifications of the Bidder)-Financial Viability, and Experience Record,

iii) Attachment T2: Project Plan

iv) Other Technical Attachments- Any information or other materials required to be completed and submitted by the Bidders in accordance with these Bidding Documents and specified in the BDS.

(c) The Financial part attachments consisting of the following:

i) The Price Bid Form (in the format indicated in Volume II.iv), duly completed by the bidder in the manner and detail indicated therein and in accordance with the requirements of paragraph “Bid Prices” ITB;
ii) Other Financial Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the BDS.

.2 The bidder shall submit offers which comply with the requirements of the Bidding Documents, including the basic technical requirements as indicated. The attention of bidders is drawn to the provision of sub-para .2 of “Contents of Bidding Documents” paragraph ITB regarding the rejection of bids which are not substantially responsive to the requirements of the Bidding Documents. Alternatives will not be considered unless permitted in sub-para.3 below.

.3 When alternatives are explicitly invited or permitted, a statement to that effect will be included in the BDS, as will the submission requirements and the methods for evaluating such alternatives.

.4 The Financial Bid should be furnished in the format at Price Bid form clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the bidder’s authorized signatory. In the even to any difference between figures and words, the amount indicated in words shall be taken in to account.
Bid Prices

.1 Unless specified otherwise in the BDS, the contract shall be for all the services referred to in sub-paragraph .1 “Scope of Bid” ITB, based on the price schedules submitted by the bidder as part of the financial bid.

.2 The bidder shall fill in price break-up for all cost items of the service. Prices indicated on the price schedules shall be entered separately in the manner and detail specified therein and in accordance with the other requirements specified in these documents.

.3 Unless specified in the BDS, prices quoted by the bidder shall be fixed during the bidder’s performance of the Contract and not subject to variations on any account. A bid submitted with an adjustable price quotation which is not consistent with this paragraph ITB shall be rejected by the Authority as nonresponsive.
Bid Currency

.1 Prices shall be quoted in Indian Rupees.

Validity of Bids

.1 Bids shall remain valid, at a minimum, for the period specified in the BDS after the deadline date for bid submission prescribed by the Trust, pursuant to “Due Date for Submission of Bids” para of ITB. A bid valid for a shorter period shall be rejected by the Trust, as non-responsive. For the convenience of Bidders, the BDS spells out the minimal original expiration dates for the validity of the bid. However, Bidders are responsible for adjusting the dates in the BDS in accordance with any extensions to the deadline date of Bid Submission pursuant to sub-para .2 of “Due Date for Submission of Bids” para of ITB.

.2 In exceptional circumstances, prior to expiry of the bid validity period, the Trust may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in sub-para .3 of this para ITB, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to sub-para .2 of “Bid Security” para of ITB.

.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract Price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.
D. SUBMISSION OF BIDS

Due Date for Submission of Bids

Bids must be received by the Authority at the address specified in “Sealing and Marking of Bids” para ITB, no later than the Bid Due Date. A receipt thereof should be obtained from the authorized person of the Authority.

The Authority may in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with “Amendment of Bidding Documents” para ITB in which case all rights and obligations of the Authority and the bidder’s previously subject to the original due date will thereafter be subject to the due date as extended.

No Bidder shall submit more than one Bid for the Proposal.

Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

Modifications, Substitution and Withdrawal of Bids

1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date.

2. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

3. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the “Sealing and Marking of Bids” paragraph ITB, with the outer and inner envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

4. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5. Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity may result in the forfeiture of the bid security pursuant to sub-para .6 “Bid Security” para ITB.
E. BID OPENING AND EVALUATION

Opening of Bids

.1 The Trust will open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidders’ representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders’ representatives shall sign a register as proof of their attendance.

.2 First, envelopes marked “Bid Withdrawal Notice” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “Bid Substitution Notice” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “Bid Modification Notice” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the presence or absence of a Bid Security if one was required, the details of the technical bid attachments;

.4 Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the
circumstances. These bids, including any bids validly withdrawn in accordance with sub-para .2 “Opening of Bids” ITB, will promptly be returned, unopened, to their Bidders.

The financial bids of all the qualified bidders will be opened in the presence of the qualified bidders. The bidders’ names, the bid prices, the prices of any alternative (if alternatives have been requested or permitted) any discounts, bid deviations, and such other details as the Authority may consider appropriate, will be announced by the Authority at the time of financial bid opening. Any bid price, discount or modification that is not read out and recorded at bid opening will not be considered for bid evaluation, irrespective of the circumstances.

The Trust will prepare minutes of the bid opening, including the information disclosed to those present in accordance with sub-para .2 “Opening of Bids” ITB. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

Confidentiality

The document including this Bidding Document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis (with the necessary changes in points of detail) to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid document or any information provided along therewith.
Information relating to the examination, clarification, evaluation and comparison of bids, and recommendation for the award of contract, shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process, until the award to the successful bidder has been announced. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities or any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

The bid evaluation process up to the award of a contract is confidential.

Any effort by a bidder or its agents to influence the Authority’s evaluation of bids or award decision, including the offering or giving of bribes, gifts, or other inducement, may result in the invalidation of its bid and the forfeiture of its bid security, pursuant to sub-para .6 of “Bid Security” ITB.
Clarifications

.1 To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with “Preliminary Examination of Bids” para ITB.

.2 If the Bidder does not provide clarifications sought for under sub-para .1 of this para ITB, within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
Preliminary Examination of Bids

.1 Prior to the detailed evaluation of bids, the Authority will examine the bids to determine for each bid whether:

(a) it is complete;

(b) the documents have been properly signed;

(c) it is accompanied by the required bid securities;

(d) it is substantially responsive to the requirements of the bid documents; and

(e) any computational errors have been made.

The Authority may require the bidder to provide any clarification and/or substantiation to determine responsiveness pursuant to sub-para .4 of this para ITB.

.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Trust there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or subtotal shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Trust. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected. This will be considered as invalidating its bid and the bid security may be forfeited pursuant to sub-para .6 of “Bid Security” para ITB.

All items in the financial bid must be priced. If a bidder has included the price of the main activities/items this must be clearly stated and a price of zero must be entered for the respective associated activities/items.

If a bidder fails to price activities/items that are not the primary subject of the bid and the omission is judged to be non-material in accordance with sub-para .3 of this para ITB, the bid price will be adjusted for such omission in accordance with sub-para .2(c)(iv) “Evaluation and Comparison of Bids” para ITB for evaluation purposes only.

.3 The Trust may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

.4 Prior to the detailed evaluation, the Trust will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one which conforms to all the terms,
conditions, and specifications of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one:

(a) which affects in any substantial way the scope, quality, or performance of the contract;
(b) which limits in any substantial way, inconsistent with the Bidding Document, the Authority’s rights or the bidders’ obligations under the contract; or
(c) the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

Prior to evaluation of Bids, the Authority will determine whether each bid is responsive to the requirements of the Bidding Document. The Authority may, in its sole discretion, reject any bid that is not responsive hereunder. A Bid shall be considered responsive only if:

(a) The Technical Bid is received in the form specified in “Documents Comprising the Bid” and “Sealing and Marking of Bids” paras ITB;
(b) It has been received by the Bid Due Date or its extended due date;
(c) It is signed, sealed, and bound together in hard cover and marked as per “Sealing and Marking of Bids” para ITB;
(d) It contains all the information (complete in all respects) as requested in the Bidding Document;
(e) It does not contain any condition or qualification; and
(f) It is not non-responsive in terms hereof.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
Evaluation and Comparison of Bids

.1 The method of selection adopted is as given in BDS.

The objective of this evaluation is to facilitate the selection of a successful bidder ensuring technically superior and professional services at optimal cost. The Trust will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to “Preliminary Examination of Bids” Para of ITB. The Authority reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Authority, shall not be taken into account in bid evaluation. The Contract will be awarded to the lowest evaluated Bidder for the entire work (L1 Bidder).

.2 (a) Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, as per schedule of bidding process. The Bidder will arrange such demonstrations, presentations or site visits at its own cost.

(b) Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. The Authority would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

.3 Evaluation Process Flow:

This is a three step selection process in which the Bidder has to upload the necessary and mandatory documents as asked by the authority through online on eprocurement platform. The process is as given below.

(a) In the first step, the Authority shall evaluate the ‘Eligibility & Qualification Criteria’ and clear all the Bids which pass through the Eligibility & Qualifications scrutiny. In the second step ‘Technical Bids’ shall be evaluated and based on the outcome of Technical evaluation, ‘Commercial Bids’ shall be opened for the technically qualified proposals only. The final selection will be done based on Least Cost based Evaluation.

b) The Authority, would display on its official website the names
those successful bidders who have qualified in the Technical Evaluation.

(c) A date, time and venue will be notified to those technically successful Bidders for opening of their Financial Bids in the official website of the Authority. The opening of Financial Bids shall be done in presence of respective representatives of those technically successful Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. In case e-procurement is followed the procedure laid down therein shall be followed.

(d) The evaluation by the Authority will be undertaken by a Committee of Officials or/and representatives formed by the Authority and its decision shall be final.

(e) Normalization: The Authority reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

4 Evaluation of Eligibility Criteria:

i. Bids submitted by all the bidders would be scrutinized for eligibility as per the ‘Eligibility Criteria’ specified in “Eligibility” para ITB. Bids not complying with the eligibility criteria are liable to be rejected and will not be considered for further evaluation.

ii. Successful bids out of this stage would be considered for technical evaluation.

Bidders must submit the proof of all the credentials as required for scrutiny of eligibility criteria. Claims of the bidders without verifiable facts will not be considered as credentials towards satisfying eligibility criteria.

5 Final Selection of the Eligible Bidder

Refer BDS
Para Heading | Post Qualification
--- | ---
.1 | The Trust will determine at its own cost and to its satisfaction whether the Bidder that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with “Qualifications” para of ITB. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Trust will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.

.2 | The capabilities of the subcontractors if permitted under this bidding documents, including manufacturers and vendors proposed in the bid to be used by the lowest evaluated bidder, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent, as needed.

.3 | If the bid of the successful bidder is seriously unbalanced or front-loaded in relation to the Authority’s estimate of the services to be performed under the contract, the Authority may require the bidder to produce detailed price analyses for any or all items of the Work, to demonstrate the internal consistency of those prices with the implementation schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Authority may require that the amount of the performance security set forth in “Contract Signing and Performance Security” para ITB, be increased at the expense of the bidder to a level sufficient to protect the Authority against financial loss in the event of default of the bidder under the contract.

.4 | An affirmative post qualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder’s bid, in which event the Trust will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

.5 | The bids of all such BPO Service Providers who meet the eligibility and evaluation criterion as specified in the Bidding Document and comply with all the conditions as mentioned in the Bidding Document would be declared technically qualified and consequently eligible for opening of the Commercial Bid.
i. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.

ii. The date for opening of commercial bids will be separately notified in the website of the Authority.

iii. The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bid quoted shall be deemed as final and omissions, if any, shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Bidding Document within the total quoted Financial Bid shall be that of the Bidder.
Authority’s Right to Accept any Bid or Reject any or all Bids

.1 Notwithstanding anything contained in this document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

.2 The Authority reserves the right to reject any Bid, disqualify the bidder and appropriate the Bid Security if:

(a) At any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder.

If such disqualification/rejection occurs after the Bids have been opened and the Selected Bidder has already been issued the LOA or has entered into the Contract agreement, as the case may be, the same shall, not withstanding anything to the contrary contained therein or in this document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder without the Authority being liable in any manner whatsoever to the Selected Bidder.

In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/or the Agreement, or otherwise.

In the event of the selected bidder being disqualified/rejected, then the Authority reserves the right to:

i) Invite the remaining Bidders to submit their Bids in accordance with the ITB.

Or

ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

.3 The Bidder must submit the response exactly in the formats mentioned in this Bidding document and same should be precise. No irrelevant information shall be provided. All the credentials, claimed in the response, must be accompanied with necessary proofs. The Authority would be at discretion to reject the response of the bidder in case any part or whole of
the response document is found to be partially or fully incomplete or confusing or misguiding or having irrelevant information.

.4 The Authority reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this Bidding Document. The Authority would not give any clarification/explanation to the concerned bidder in case of such rejection.

.5 Authority reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

.6 Conditional and qualified bid is liable for rejection as a non-responsive Bid.

.7 Bidders are advised that the selection shall be on the basis of an evaluation by the Authority through the Selection Process specified in this document; And Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

.8 Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, Authority shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

.9 The Authority may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of the Authority contains any false or misleading claims or statements. The Authority shall not be liable to any person for excluding or rejecting any such proposal.
Award Criteria

1. Subject to “Authority’s Right to Accept any Bid or Reject any or all Bids” paragraph of ITB, the Authority will award the contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Document and who has offered the lowest evaluated bid price, provided that such Bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions in “Post Qualification” para of ITB.

2. The Authority reserves the right at the time of award of the contract to increase or decrease the quantity of works and/or services specified in the Work, up to the percentage specified in the BDS, without change in the unit prices for such works and/or services, or other terms and conditions.

Award Notification, and Contract Signing

(a) Prior to expiration of the period of bid validity, the Authority will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. The notification of award shall specify the sum which the Authority will pay the contractor in consideration of the execution and completion of the contract.

(b) The notification of award (hereinafter called “the Letter of Acceptance”) will constitute the formation of the contract.

(c) The Letter of Acceptance (LOA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

Contract Signing, and Performance

Security Contract Signing:

(a) At the same time that the Authority notifies the successful bidder that its bid has been accepted, the Authority will send the bidder the contract agreement in the form provided in the Bidding Document, incorporating all agreements between the parties. After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Authority shall cause the Bidder to execute the Contract agreement within the period prescribed in BDS. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract agreement.

(b) Within period prescribed at sub-paragraph .1(a) of this para of ITB of receipt of the contract agreement, the successful bidder shall sign the contract agreement and return it to the Authority, together with the required performance security.

(c) Upon fulfillment of sub-paragraph .1(b) of this para of ITB, the Authority will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with “Bid Security” paragraph of ITB.
Performance Security:

(a) Within the period prescribed at sub-paragraph .1(a) of this Para of ITB, of receipt of the Letter of Acceptance from the Authority, the successful bidder shall furnish to the Authority a performance security in accordance with the Conditions of Contract and in the form stipulated in the BDS or in another form acceptable to the Authority.

(b) Failure of the successful bidder to comply with the requirements of paragraph “Contract Signing and Performance Security” ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Authority may make the award to the next lowest evaluated bidder or call for new bids.

Dispute Resolution Procedure

The method of dispute resolution is as indicated in the BDS and the Conditions of Contract.
<table>
<thead>
<tr>
<th>S No</th>
<th>Item</th>
<th>Criteria</th>
</tr>
</thead>
</table>
| 1    | **Financial Strength** | i) **Historical Financial Performance:** Submission of audited balance sheets, other financial statements acceptable to the Trust, for the last three [3] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability for FYs 2014-15, 2015-16, 2016-17. Must meet requirement. Audited Financial Statements.  

(ii) **Previous Work Experience:** Should have executed three (3) similar work (Call Centre Maintenance) for three years should not be less then Rs. 5.00 Crores turnover. Must meet requirement. Provide Copies of work orders. |
| 2    | **Experience**      | Experience: The Service Provider must possess the following technical experience:  

Experience in Call Centre Operations: Should have experience in operating a Call Centre with capacity of handling a minimum of 3,000 calls per day. Must meet requirement. Statistical reports for calculating call volume. |

In case the Trust requires additional units to be deployed, the bidder will be required to deploy the needed units as given under Staffing Requirements (Volume I, Section D) i.e., 50% Increase or Decrease.
Validity of Bids

Bids shall remain valid, at a minimum, for a period of 30 days after the deadline for submission.

Final Selection of the Eligible Bidder:

The method of final selection adopted is Least Cost based. In the event that two or more bidders quote the same rate and jointly emerge as L1, the Trust shall select the L1 based on draw of lots between the said bidders in the presence of said bidders and the committee to finally determine the L1. The bidder determined as L1 may be invited for Negotiations. The Trust will award the contract to the L1 Bidder.

Contract Signing, and Performance Security

Contract Signing:

The Bidder to execute the Contract agreement within 20 days from the date of receipt of LOA.

Performance Security:

(a) Form of Performance Security – Appendix 5 of Contract.
(b) Percentage of Total contract value for one year: NA
(c) Yearly enhancement over the current year’s contract value: NA
(d) Period of automatic renewal in case the guarantee is not renewed by the appointed contractor/Service Provider or invoked by the Authority three (3) months.
(e) Number of days from the completion of contract period after which the performance guarantee will be returned 45 days.

Conditions of Performance Security:

i) The successful Bidder shall provide an unconditional and irrevocable performance guarantee in the form and manner provided by the Authority.

ii) In the event of non-performance of obligation or failure to meet terms of this Bidding Document/Contract, the Authority shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be of a nationalized bank only.

iii) The Project will be deemed complete only when all the solutions and services contracted for by the Authority are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the documentation and training provided to the
Authority’s employees in compliance with the terms of this Bidding Document and as per the requirements of the contract executed between the Authority and the Successful Bidder.

iv) If the performance guarantee is not submitted within the time stipulated by the Authority, the Authority reserves the right to cancel the contract.

v) Notwithstanding anything to the contrary contained in the contract, Authority shall be at liberty to invoke the Performance Guarantee in addition to other remedies available to it under the contract or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.

vi) On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by the Authority.

vii) Time shall be the essence of the contract, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of the Authority should entitle the Bidder to a reasonable extension of time, such extension may be considered by the Authority at its sole and absolute discretion. However such extension shall not operate to relieve the Bidder of any of its obligations. Authority shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

Form 1

II.iii Bid form

Letter of BID

(On Bidder’s letter head)

Date: ....................................................

Name of Contract: ..........................................................

Dispute Resolution Procedure

.1 The method of dispute resolution is as indicated in the Conditions of Contract.
Sir,

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

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

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

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

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

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

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

Dated this........Day of .........................2018

(Signature)

In the capacity of

.......................................................................................................................... (Position)

Duly authorized to sign this bid for and on behalf of
................................. (Name of bidder)
Name of the Bidder:

Financial Information:
Bidders shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB Clause 4.1(a).

1. Banker’s Information: Each Bidder shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached. Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

<table>
<thead>
<tr>
<th>Banker</th>
<th>Name of the banker</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Address of banker</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Contact name and title</th>
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</thead>
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<tr>
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<table>
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<tr>
<th>Fax</th>
<th>Telex</th>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Financial information</th>
<th>Actual: Previous three years</th>
<th>Projected: Next two years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

1. Total Assets
2. Current assets
3. Total liabilities
4. Current liabilities
5. Profits before taxes
6. Profits after taxes
3. Abstract of Financial Capacities:

<table>
<thead>
<tr>
<th>S No</th>
<th>Financial Year</th>
<th>Annual Turnover (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2018-19</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2019-20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average</td>
<td></td>
</tr>
</tbody>
</table>
Form 2b

Form 2b - Experience Record

Name & Address of the Bidder

The Bidders must complete the information as required below:

<table>
<thead>
<tr>
<th>Name of Bidder or partner of a Joint Venture</th>
</tr>
</thead>
</table>

Use a separate sheet for each contract

1. Number of contract
   - Name of contract

2. Name of Trust

3. Trust’s Address

4. Nature of similar work and special features relevant to the contract for which the Bidding documents are issued

5. Contractor role (check one)
   1. Prime Service Provider
   2. Management Contractor
   3. Subcontractor
   4. Partner in a Joint Venture

6. Amount of the total/sub-contractor/partner share (at completion, or at date of award for current contracts)

7. Equivalent amount:
   - Total contract: Rs.__________
   - Subcontract: Rs.__________
   - Partner share: Rs.__________

8. Date of award/completion

9. Contract was completed ________ months ahead/behind original schedule (if behind, provide explanation)

10. Contract was completed Rs.__________% under/over original contract amount (if over, provide explanation)

11. Special Contract/ Technical requirements

12. Indicate the approximate present total contract value of work undertaken by subcontract, if any, and the nature of such work.
Attachment B1
Bank Demand Draft for Bid Security
Form 3

Attachment B2

Power of Attorney for signing of Bid

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

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

IN WITNESS WHEREOF WE, ........................., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ...................... DAY OF ..........., 2018.

For.............................

(Signature, name, designation and address)

Witnesses:
1.
2.

Accepted Notarised (Signature, name, designation and address of the Attorney)

Notes:

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

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

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

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

### 2. Please State the following correctly:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Has the Bidder ever been penalized by any organization for poor quality of work or breach of contract in the last three years?</td>
<td>Yes</td>
</tr>
<tr>
<td>(ii) Has the Bidder ever failed to complete any work awarded to it by any public Authority/entity in last three years?</td>
<td>Yes</td>
</tr>
<tr>
<td>(iii) Has the Bidder been ever blacklisted by any Government department/Public Sector Undertaking in the last three years?</td>
<td>Yes</td>
</tr>
<tr>
<td>(iv) Has the Bidder been suffered bankruptcy/insolvency in the last three years?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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

### 3. Office Network of the Company in Telangana (If any)
4. Documents to be submitted:
   a. Copy of Certificate of Incorporation of the Bidder;
   b. Service Conformity Certificates [insert: Technical Competencies of the service provider as given below];
   c. Copy of the valid license/registration of the Company.
   d. Other Relevant documents (dually listed)

5. Details of Bank Draft:
   a. Towards the Bid Security amount of rupees [Fifty Thousand only] for each respective schedule:
Price Bid Form

[Location, date]

To:

Sir,

We the under signed, offer to provide the services for [title of the Bid] in accordance with your Bidding Document dated [date] and our proposal (Technical and Financial proposal). Our attached financial proposal is for the sum as given in the e-procurement platform. This amount is exclusive of applicable taxes.

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

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

We remain,

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Firm:

Address:
### Attachment F1

**Form F1-Cost Breakup Table**

<table>
<thead>
<tr>
<th>S No</th>
<th>Description</th>
<th>Percentage of Administrative Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Administrative Cost</td>
<td></td>
</tr>
</tbody>
</table>

*Note:*

1. No scanned attachment of price bid shall be made in the uploaded documents.

2. The bidders have to quote overall **Percentage of Administrative Cost per month per unit** on eprocurement platform.
LETTER OF ACCEPTANCE

[Date]

TO: [Name of successful bidder]
[Address of successful bidder]

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

(a) to submit the performance security / Performance Guarantee [specify as provided in the bidding documents];

(b) to sign the attached contract agreement and return [specify as provided in the bidding documents]; and

(c) to commence execution of the said contract in accordance with ‘The Contract’ documents.

Authorized signature......................................................
Name and title of signatory..............................................
Name of agency..............................................................
THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) [insert: Name of The Trust], a [insert: name of The Trust] of the Government of Telangana, and having its principal place of business at [insert: address of The Trust] (hereinafter called “the Trust”), and

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

WHEREAS

(A) the Trust desires to engage the BPO Service Provider to provide the following Services [insert: brief description of the Services] “the Services” or “the Work”; and

(B) the BPO Service Provider, having represented to the Trust that they have the required infrastructures, professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement;

NOW IT IS HEREBY AGREED as follows:
Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 1.1 (a) (iii))

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

(a) This Contract Agreement and the Appendices attached to the Contract Agreement
(b) General Conditions of Contract
(c) Special Conditions of Contract
(d) [Add here: any other documents]

1.2 Order of Precedence

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

1.3 Definitions (Reference GCC Clause 1)

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

Article 2. Contract Price and Payment Terms

2.1 Contract Price (Reference GCC Clause 1.1(a)(xi) and GCC Clause “Price”)

The Trust hereby agrees to pay to the BPO Service Provider the Contract Price in consideration of the performance by the BPO Service Provider of its obligations under the Contract. The Contract Price shall be as specified in the Price Schedule i.e., Appendix 5.

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

Article 3. Effective Date

3.1 Effective Date (Reference GCC Clause 1.1 (e) (vi))

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

(a) This Contract Agreement has been duly executed for and on behalf of the Trust and the BPO Service Provider;
(b) The BPO Service Provider has submitted to the Trust the performance security and the advance payment security, in accordance with GCC Clause 19.2 and GCC Clause 19.3;

(c) The Trust has paid the BPO Service Provider the advance payment, in accordance with GCC Clause 18;

(d) [specify here: any other conditions, for example, opening/confirmation of letter of credit].

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

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the BPO Service Provider, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

Article 4. Appendixes

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

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.
IN WITNESS WHEREOF the Trust and the BPO Service Provider have caused this Agreement to be duly executed by their authorized representatives the day and year first above written.

For and on behalf of the Trust

Signed:

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

in the presence of

For and on behalf of the BPO Service Provider

Signed:

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

in the presence of

CONTRACT AGREEMENT

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

BETWEEN

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

and

[insert: name of BPO Service Provider], “the BPO Service Provider”
GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS AND INTERPRETATION

Clause No. 1

Clause Heading Definitions

Sub Clause No. .1 In this Contract, the following terms shall be interpreted as indicated below.

(a) General Definitions

(i) “Applicable Law” means the laws and other instruments having the force of law in India.

(ii) “Contract” means the Contract Agreement entered into between the Trust and the BPO Service Provider, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

(iii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).

(iv) “Contract Agreement” means the agreement entered into between the Trust and the BPO Service Provider using the form of Contract Agreement contained in the Sample Forms Section of the Bidding Documents and any modifications to this form agreed to by the Trust and the BPO Service Provider. The date of the Contract Agreement shall be recorded in the signed form.

(v) “GCC” means the General Conditions of Contract.

(vi) “SCC” means the Special Conditions of Contract.

(vii) “Requirements” means the Requirements Section of the Bidding Documents.

(viii) “Implementation Schedule” means the Implementation Schedule Sub-section of the Requirements Section.

(ix) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

(x) “Bidding Documents” refers to the collection of documents issued by the Trust to instruct and inform potential BPO Service Providers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Trust and the BPO Service Provider. The General and Special
Conditions of Contract, the Requirements, and all other documents included in the Bidding Documents reflecting the Procurement Guidelines that the Trust is obligated to follow during procurement and administration of this Contract.

(x) “Government” means the Government of Telangana or the Government of India.

(b) **Entities**

(i) “Party” means The Trust or the BPO Service Provider, as the case may be; and “Parties” means both of them.

(ii) “The Trust” means the entity availing the Services, as specified in the SCC.

(iii) “Project Manager” means the person named as such in the SCC or otherwise appointed by BPO Service Provider in the manner provided in GCC Clause 3.2 (Project Manager) to perform the duties delegated by the Trust.

(iv) “BPO Service Provider” means such Business Process Out Sourcing Service provider who shall be responsible for implementing and executing the Scheme in accordance with the terms and conditions of the Scheme.

(v) “BPO Service Provider’s Representative” means any person nominated by the BPO Service Provider and named as such in the SCC or otherwise approved by the Trust in the manner provided in GCC Clause 3.3 (BPO Service Provider’s Representative) to perform the duties delegated by the BPO Service Provider.

(vi) “Third Party” means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.


(c) **Scope**

(i) “Confidential Information” means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, BPO Service Providers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).

(ii) “Deliverables” means the services specifically provided for “Aarogyasri Health Care Trust” and agreed to be delivered by
the BPO Service Provider in pursuance of this Agreement and includes all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.

(iii) “Proprietary Information” means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition.

(iv) “Services” means all technical, logistical, management, and any other Services to be provided by the BPO Service Provider under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.

(v) “Service Level” means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.

(vi) “The Project Plan” means the document to be developed by the BPO Service Provider and approved by the Trust, pursuant to GCC Clause 23, based on the requirements of the Contract and the Preliminary Project Plan included in the BPO Service Provider’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by The Trust, in accordance with GCC Clause 23.3. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

(vii) “Software” is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.

(viii) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Trust under the Contract.

(ix) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display.
enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(d) **Activities**

(i) “Delivery” means the transfer of the Goods or Services from the BPO Service Provider to the Trust specified in the Contract.

(ii) “Personnel” means persons hired by the BPO Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof; and “Key Personnel” means the Personnel referred to in Clause GCC 26.2 (a);

(e) **Place and Time**

(i) “Hour” means the hour as understood in 24 hour format (hh:mm).

(ii) “Day” means calendar day of the English Calendar.

(iii) “Week” means seven (7) consecutive Days, beginning Monday.

(iv) “Month” means calendar month of the English Calendar.

(v) “Year” means twelve (12) consecutive Months.

(vi) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 15.1

(vii) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Trust and BPO Service Provider in relation to the Work, as specified in the SCC.

(viii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.
<table>
<thead>
<tr>
<th>Sub-Clause No.</th>
<th>Interpretation</th>
</tr>
</thead>
<tbody>
<tr>
<td>.1</td>
<td><strong>Contract Documents</strong>: Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.</td>
</tr>
<tr>
<td>.2</td>
<td><strong>Governing Law</strong>: The Contract shall be governed by and interpreted in accordance with the Applicable Law.</td>
</tr>
<tr>
<td>.3</td>
<td><strong>Governing Language</strong>: All Contract Documents and related correspondence exchanged between the Trust and BPO Service Provider shall be written in English, and the Contract shall be construed and interpreted accordingly.</td>
</tr>
<tr>
<td>.4</td>
<td><strong>Relation between the parties</strong>: Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Trust and the BPO Service Provider. The BPO Service Provider, subject to this contract, has complete charge of personnel performing the services and shall be fully responsible for the Service performed by them or on their behalf hereunder.</td>
</tr>
<tr>
<td>.5</td>
<td><strong>Singular and Plural</strong>: The singular shall include the plural and the plural the singular, except where the context otherwise requires.</td>
</tr>
<tr>
<td>.6</td>
<td><strong>Headings</strong>: The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.</td>
</tr>
<tr>
<td>.7</td>
<td><strong>Persons</strong>: Words importing persons or parties shall include firms, corporations, and government entities.</td>
</tr>
<tr>
<td>.8</td>
<td><strong>Entire Agreement</strong>: The Contract constitutes the entire agreement between the Trust and BPO Service Provider with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.</td>
</tr>
<tr>
<td>.9</td>
<td><strong>Amendment</strong>: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.</td>
</tr>
</tbody>
</table>
| .10           | **Independent BPO Service Provider**: The BPO Service Provider shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint
venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the BPO Service Provider shall be solely responsible for the manner in which the Contract is performed. All employees or representatives engaged by the BPO Service Provider in connection with the performance of the Contract shall be under the complete control of the BPO Service Provider and shall not be deemed to be employees of the Trust, and nothing contained in the Contract or in any subcontract awarded by the BPO Service Provider shall be construed to create any contractual relationship between any such employees or representatives, and the Trust.

.11 Location: The service shall be performed at such locations as are specified in Appendix 1 hereto and, where the location of a particular task is not so specified, at such locations, as the Trust may approve.

.12 Non waiver:

(a) Subject to GCC Sub-Clause .13(b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. If either of the party fails to enforce its rights under this agreement at any time for any period it shall not be construed as a waiver of such rights.

.13 Fairness And Good Faith

(a) Good Faith

The parties undertake to act in good faith with respect to each other’s rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

(b) Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating
unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with “Dispute Settlement” clause GCC hereof.

.14 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. In such an event of unenforceability then such provision will be modified to reflect the parties intention. All remaining provisions of this contract shall remain in full force and effect.

.15 ‘Conflicting activities’ means the services and acts by the supplier which unfairly interferes and create obstructions in the working and functioning of the purchaser.
(a) Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Trust or the BPO Service Provider may be taken or executed by the persons specified at 1.1(b)(iv) and 1.1(b)(vi) Clauses SCC to GCC.

.2 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days from the Effective Date, the Trust shall appoint and notify the BPO Service Provider in writing of the name of the Project Manager. The Trust may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the BPO Service Provider without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work. Such appointment shall take effect only upon receipt of such notice by the BPO Service Provider. Subject to the extensions and/or limitations specified in the SCC (if any), the Project Manager shall have the authority to represent the Trust on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Trust pursuant to “Notices” Clause GCC.

.3 BPO Service Provider’s Representative:

(a) If the BPO Service Provider’s Representative is not named in the Contract, then within fourteen (14) days from the Effective Date, the BPO Service Provider shall appoint the BPO Service Provider’s Representative and shall request the Trust in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the BPO Service Provider’s Representative. If the Trust does not object to the appointment within fourteen (14) days, the BPO Service Provider’s Representative shall be deemed to have been approved. If the Trust objects to the appointment within fourteen (14) days giving the reason therefor, then the BPO Service Provider shall appoint a replacement within fourteen (14) days of such objection in accordance with the Sub-Clause .3(a) of this Clause GCC.

(b) Subject to the extensions and/or limitations specified in the SCC (if any), the BPO Service Provider’s Representative shall have the authority to represent the BPO Service Provider on all day-to-day matters relating to the Contract,
and shall normally be the person giving or receiving notices on behalf of the BPO Service Provider pursuant to “Notices” Clause GCC.

(c) The BPO Service Provider shall not revoke the appointment of the BPO Service Provider’s Representative without the Trust’s prior written consent, which shall not be unreasonably withheld. If the Trust consents to such an action, the BPO Service Provider shall appoint another person of equal or superior qualifications as the BPO Service Provider’s Representative, pursuant to the procedure set out in Sub-Clause .3(a) of this Clause GCC.

(d) The BPO Service Provider’s Representative and staff are obliged to work closely with the Trust’s Project Manager and staff, act within their own authority, and abide by directives issued by the Trust that are consistent with the terms of the Contract. The BPO Service Provider’s Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

(e) The BPO Service Provider’s Representative may, subject to the approval of the Trust (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the BPO Service Provider’s Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

(f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause .3(e) of this Clause GCC shall be deemed to be an act or exercise by the BPO Service Provider’s Representative.

.4 Objections and Removals:

(a) The Trust may by notice to the BPO Service Provider object to any representative or person employed by the BPO Service Provider in the execution of the Contract who, in the reasonable opinion of the Trust, may have behaved inappropriately, be incompetent, or be negligent. The Trust shall provide evidence of the same, whereupon the BPO Service Provider shall remove such person.

(b) If any representative or person employed by the BPO Service Provider is removed in accordance with Sub-Clause .4(a) of this Clause GCC, the BPO Service Provider shall, where required, promptly appoint a replacement.
Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to Sub-Clause .3 of this Clause GCC below, by personal delivery, registered post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

a) Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by registered post or special courier, except as otherwise specified in the Contract.

b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier.

c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days’ notice to the other party in writing.

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

Pursuant to “Representatives” Clause GCC, notices from/to the Trust are normally given by, or addressed to, the Project Manager, while notices from/to the BPO Service Provider are normally given by, or addressed to, the BPO Service Provider's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or BPO Service Provider's Representative (or deputy), or if their related authority is limited by the sub-clause 3.2 or 3.3(b) of “Representatives” Clause of SCC for GCC, or for any other reason, the Trust or BPO Service Provider may give and
receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Trust are as specified in the SCC or as subsequently established/amended. The address of the BPO Service Provider's Representative and the fallback address of the BPO Service Provider are as specified in SCC of the Contract Agreement or as subsequently established/amended.
<table>
<thead>
<tr>
<th>Clause No</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause Heading</td>
<td>Dispute Settlement</td>
</tr>
<tr>
<td>Sub-Clause No.</td>
<td></td>
</tr>
<tr>
<td><strong>.1</strong></td>
<td><strong>Dispute and Mutual Consultation:</strong> If any dispute of any kind whatsoever shall arise between the Trust and the BPO Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the contract (whether during the progress of implementation or after its completion and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within twenty-eight (28) days after one party has notified the other in writing of the dispute, then upon expiry of notice, either party may proceed to the notification of arbitration pursuant to Sub-Clause .1 of this Clause of GCC.</td>
</tr>
<tr>
<td><strong>.2</strong></td>
<td><strong>Arbitration:</strong> (a) If the mutual consultation pursuant to Sub-clause .1 of this clause of GCC expires without resolution of the dispute and the Trust or the BPO Service Provider acts within the following twenty-eight (28) days, then either the Trust or the BPO Service Provider aggrieved by the outcome of such dispute may act to give notice to the other party, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The notice must be precise and unambiguous. (b) Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub-clause .2(a) of this clause of GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after the termination of Contract. (c) Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</td>
</tr>
<tr>
<td><strong>.3</strong></td>
<td>Notwithstanding any reference to arbitration in this clause, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; (b) the Trust shall pay the BPO Service Provider any monies due to the BPO Service Provider.</td>
</tr>
<tr>
<td>Clause No</td>
<td>6</td>
</tr>
</tbody>
</table>
Copyright, Confidential Information, and Ownership

Sub-Clause No.

.1 Copyright: As applicable, the Trust’s and BPO Service Provider’s rights and obligations with respect to the designs, methodologies, algorithms, surveys, data, analysis, results and reports among other things in the deliverables, are specified in the SCC. **Subject to the SCC**, the Intellectual Property Rights in all the designs, methodologies, data, analysis, results and reports among other things in the deliverables of the Contract Agreement shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Trust. The BPO Service Provider shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Trust may consider necessary or desirable to perfect the right, title, and interest of the Trust in and to those rights. In respect of such deliverable, the BPO Service Provider shall ensure that the holder of a moral right in such an item does not assert it, and the BPO Service Provider shall, if requested to do so by the Trust and where permitted by applicable law, ensure that the holder of such a moral right waives it.

.2 Confidential Information: Except if otherwise specified in the SCC, the “Receiving Party” (the BPO Service Provider) shall keep confidential and shall not, without the written consent of the “Disclosing Party” (the Trust), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

.3 For the purposes of sub-clause .2 of this clause GCC, the BPO Service Provider is also deemed to be the Receiving Party of Confidential Information generated by the BPO Service Provider itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, BPO Service Providers, employees, or other contacts of the Trust or the Trust’s use of the deliverables.

.4 The BPO Service Provider shall not, without the Trust’s prior written consent, use any Confidential Information received from the Trust for any purpose other than those that are required for the performance of the Contract.
The obligation of the Receiving Party under sub-clauses .2 through .5 of this clause GCC, however, shall not apply to that information which:

(a) now or hereafter enters the public domain through no fault of the Receiving Party;

(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

(c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the BPO Service Provider prior to the date of the Contract in respect of the System or any part thereof.

The provisions of this GCC Clause shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.

Ownership: The ownership of the deliverables and other Services or Goods shall be transferred to the Trust at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

Ownership and the terms of usage of the deliverables supplied under the Contract shall be governed by sub-clause .1 of this clause GCC and any elaboration in the Requirements.

All plans, drawings, specifications, designs, reports, algorithms, source code of software, any similar thing prepared utilising the Trust's domain knowledge, and other documents and tools prepared by the BPO Service Provider for the Trust under this contract shall become and remain the property of the Trust, and the BPO Service Provider shall, not later than upon termination or expiration of this contract, deliver all such documents to the Trust together with a detailed inventory thereof. The BPO Service Provider may retain a copy of such documents, tools and software, if any. Restriction about the future use of these documents and software, if any, shall be specified in the SCC.
B. Guarantees, Liabilities, Indemnities, Insurance and Risks

Clause No 7

Clause Heading Time Guarantee and Liquidated Damages Trigger

Sub-Clause No

.1 Guarantee: The BPO Service Provider guarantees that it shall complete the performance of various activities of the contract within the time periods specified in the Implementation Schedule in the Requirements part of Volume I and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 18.3, or within such extended time to which the BPO Service Provider shall be entitled under GCC Clause 14.5 (Extension of Time).

.2 Triggering of Liquidated Damages:

(a)If the BPO Service Provider fails to perform the various activities within the time specified in the Implementation Schedule in the Requirements part of Volume I or the Agreed and Finalized Project Plan, or any extension of the time previously granted under GCC Clause 14.5 (Extension of Time), the BPO Service Provider shall pay to the Trust liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if an item/activity has not been performed. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC (“the Maximum”). Once the Maximum is reached, the Trust may consider termination of the Contract, pursuant to GCC Clause 15.2.

(b)Unless otherwise specified in the SCC, liquidated damages payable under sub-clause .2(a) of this clause GCC shall apply only to the failure to perform the activities/items as specified in the Implementation Schedule in the Requirements and/or Agreed and Finalized Project Plan. This sub-clause .3(b) shall not limit, however, any other rights or remedies the Trust may have under the Contract for other delays.

(c)If liquidated damages are claimed by the Trust for the activity or item, the BPO Service Provider shall have no further liability whatsoever to the Trust in respect to the time guarantee for the activity or item. However, the payment of liquidated damages shall not in any way relieve the BPO Service Provider from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

Clause No. 8
.1 The BPO Service Provider guarantees that, once the Acceptance Certificate(s) has been issued, the work is in compliance with the Trust’s requirements set forth in the Requirements and it conforms to all other aspects of the Contract. The BPO Service Provider acknowledges that GCC Clause 24.5 regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.

If, for reasons attributable to the BPO Service Provider, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the BPO Service Provider shall at its cost and expense make such changes, modifications, and/or additions as may be necessary to conform to the Requirements and meet all standards. The BPO Service Provider shall notify the Trust upon completion of the necessary changes, modifications, and/or additions and shall request the Trust to re-check.

.3 If the work fails to conform to the Requirements, the Trust may consider termination of the Contract, pursuant to GCC Clause 15.2, and forfeiture of the BPO Service Provider’s Performance Security in accordance with GCC Clause 19.3 in compensation for the extra costs and delays likely to result from this failure.
Clause No. 9

Clause Heading IPR Warranty and Indemnity

Sub-Clause No.

.1 IPR Warranty: The BPO Service Provider hereby represents and warrants that the performance of the Service, does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Trust to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the BPO Service Provider shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used.

.2 IPR Indemnity: The BPO Service Provider shall indemnify and hold harmless the Trust and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Trust or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of performance of the service.

.3 Such indemnities shall not apply if any claim of infringement:

(a) is asserted by a parent, subsidiary, or affiliate of the Trust’s organization;

(b) is a direct result of a design mandated by the Trust’s Requirements and the possibility of such infringement was duly noted in the BPO Service Provider’s Proposal or Bid;

.4 If any proceedings are brought or any claim is made against the Trust arising out of the matters referred to in sub-clause .2 of this clause GCC, the Trust shall promptly give the BPO Service Provider notice of such proceedings or claims, and the BPO Service Provider may at its own expense and in the Trust’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the BPO Service Provider fails to notify the Trust within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Trust shall be free to conduct the same on its own behalf. Unless the BPO Service Provider has so failed to notify the
Trust within the twenty-eight (28) days, the Trust shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Trust shall, at the BPO Service Provider’s request, afford all available assistance to the BPO Service Provider in conducting such proceedings or claim and shall be reimbursed by the BPO Service Provider for all reasonable expenses incurred in so doing.

The Trust shall indemnify and hold harmless the BPO Service Provider and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the BPO Service Provider or its employees or officers, may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the BPO Service Provider in connection with this Contract by the Trust or any persons (other than the BPO Service Provider) contracted by the Trust, except to the extent that such losses, liabilities, and costs arise as a result of the BPO Service Provider’s breach of sub-clause .6 of this clause GCC.

Such indemnity shall not cover

(a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Trust or any other person contracted by the Trust, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

Such indemnities shall also not apply:

(a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the BPO Service Provider’s organization;

(b) to the extent that any claim of infringement is caused by the alteration, by the BPO Service Provider, or any persons contracted by the BPO Service Provider, of the design, data, drawing, specification, or other documents or materials provided to the BPO Service Provider by the Trust or any persons contracted by the Trust.
If any proceedings are brought or any claim is made against the BPO Service Provider arising out of the matters referred to in sub-clause .5 of this clause GCC, the BPO Service Provider shall promptly give the Trust notice of such proceedings or claims, and the Trust may at its own expense and in the BPO Service Provider’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Trust fails to notify the BPO Service Provider within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the BPO Service Provider shall be free to conduct the same on its own behalf. Unless the Trust has so failed to notify the BPO Service Provider within the twenty-eight (28) days, the BPO Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The BPO Service Provider shall, at the Trust’s request, afford all available assistance to the Trust in conducting such proceedings or claim and shall be reimbursed by the Trust for all reasonable expenses incurred in so doing.
Limitation of Liability

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

(a) the BPO Service Provider shall not be liable to the Trust, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of “interest” costs, provided that this exclusion shall not apply to any obligation of the BPO Service Provider to pay liquidated damages to the Trust; and the BPO Service Provider shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.

(c) the aggregate liability of the BPO Service Provider to the Trust, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the BPO Service Provider to indemnify the Trust with respect to intellectual property rights infringement.

Statute of Limitations Clause

The parties agree and intend that any action in relation to an alleged breach of this contract shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred. However it is subjected to the decision of the court or forum in the above matter.
Clause No. 11

Clause Heading Indemnity

Sub-Clause No.

.1 The BPO Service Provider shall abide by the job safety, insurance, other prevalent measures and the Applicable Law.

.2 Subject to sub-clause .3 of this Clause GCC, the BPO Service Provider shall indemnify and hold harmless the Trust and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Trust or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property arising in connection with the service and by reason of the negligence of the BPO Service Provider or its employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Trust, its contractors, employees, officers, or agents.

.3 If any proceedings are brought or any claim is made against the Trust that might subject the BPO Service Provider to liability under sub-clause .2 of this clause GCC, the Trust shall promptly give the BPO Service Provider the notice of such proceedings or claims, and the BPO Service Provider may at its own expense and in the Trust’s name get conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the BPO Service Provider fails to notify the Trust within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Trust shall be free to conduct the same on its own behalf. Unless the BPO Service Provider has so failed to notify the Trust within the twenty-eight (28) day period, the Trust shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Trust shall, at the BPO Service Provider’s request, afford all available assistance to the BPO Service Provider in conducting such proceedings or claim and shall be reimbursed by the BPO Service Provider for all reasonable expenses incurred in so doing.

.4 The Trust shall indemnify and hold harmless the BPO Service Provider and its employees and officers from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the BPO Service Provider or its employees or officers may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Trust, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under
“Insurances” Clause 12 of GCC, provided that such fire, explosion, or other perils were not caused by any negligent act or failure of the BPO Service Provider.

.5 If any proceedings are brought or any claim is made against the BPO Service Provider that might subject the Trust to liability under sub-clause .4 of this clause GCC, the BPO Service Provider shall promptly give the Trust the notice of such proceedings or claims, and the Trust may at its own expense and in the BPO Service Provider’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Trust fails to notify the BPO Service Provider within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the BPO Service Provider shall be free to conduct the same on its own behalf. Unless the Trust has so failed to notify the BPO Service Provider within the twenty-eight (28) days, the BPO Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The BPO Service Provider shall, at the Trust’s request, afford all available assistance to the Trust in conducting such proceedings or claim and shall be reimbursed by the Trust for all reasonable expenses incurred in so doing.

.6 The party entitled to the benefit of an indemnity under this GCC Clause shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party’s liabilities shall be correspondingly reduced.
Clause No. 12

Clause Heading Force majeure

Sub-Clause No.

.1 “Force Majeure” shall mean any event beyond the reasonable control of the Trust or of the BPO Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

(a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of government, or any other act or failure to act of any local, state or Central government authority;

(d) strike, sabotage, lockout, embargo, import restriction, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered, or delayed. The Time for execution of the contract items shall be extended in accordance with GCC Clause 14.5 (Extension of Time).

.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party’s right to terminate the Contract under GCC Clause 12.6.
.5 No delay or non performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Contract;

(b) (subject to GCC Clauses 12.3, and 12.4 give rise to any claim for damages or additional cost or expense occasioned by the delay or non performance,

if, and to the extent that, such delay or non performance is caused by the occurrence of an event of Force Majeure.

.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

.7 In the event of termination pursuant to GCC Clause 12.6, the rights and obligations of the Trust and the BPO Service Provider shall be as specified in GCC Clause “Termination”.

.8 Notwithstanding GCC Clause 12.5, Force Majeure shall not apply to any obligation of the Trust to make payments to the BPO Service Provider under this Contract.
C. TERmination and Modification of Contract

Clause No. 12

Clause Heading Term

Sub-Clause No.

.1 **Effectiveness of Contract:** Upon fulfilment of the effectiveness conditions listed hereunder, the BPO Service Provider shall issue a letter of confirmation to the Trust, consequent to which a commencement of services notice shall be issued by the Trust. This Contract shall come into force and effect on the date (the “Effective Date”) of the Trust’s notice of commencement of services. This notice shall confirm that the effectiveness condition, if any, listed in the SCC have been met.

.2 **Commencement of Services:** The BPO Service Provider shall begin carrying out the services at the end of such time period after the Effective Date as shall be specified in the SCC.

.3 The BPO Service Provider shall commence work within the period specified at sub-clause .2 of this clause GCC, and the BPO Service Provider shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

.4 The BPO Service Provider shall adhere to the timelines in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the BPO Service Provider shall be entitled under GCC Clause 14.5(Extension of Time).

.5 **Extension of time:** The time(s) specified in the Schedule of Implementation shall be extended if the BPO Service Provider is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

(a) any occurrence of Force Majeure as provided in GCC Clause 13 “Force Majeure”;

(b) default of the Trust; or

(c) any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the BPO Service Provider.

.6 Except where otherwise specifically provided in the Contract, the BPO Service Provider shall submit to the Project Manager a
notice of a claim for an extension of the time, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Trust and the BPO Service Provider shall agree upon the period of such extension. In the event that the BPO Service Provider does not accept the Trust’s estimate of a fair and reasonable time extension, the BPO Service Provider shall be entitled to refer the matter under “Settlement of Disputes” of GCC Clause 5.

The BPO Service Provider shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.
Clause No. 13
Clause Heading Termination
Sub-Clause No.

.1 **Expiration of Contract and extension**

Unless terminated earlier pursuant to this Clause GCC, this Contract shall terminate at the end of such Time period after the Effective date as shall be specified in the SCC. This contract shall be extendible by a further period specified in SCC subject to mutually agreeable terms and conditions.

.2 **Termination by the Trust:** The Trust may, by not less than thirty (30) days written notice of termination to the BPO Service Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of the sub-clause .2 of this clause GCC, terminate this contract:

(a) If the BPO Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 18.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Trust may have subsequently approved in writing.

(b) If the BPO Service Provider becomes (or, if the BPO Service Provider consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the BPO Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to “Dispute Settlement” Clause GCC;

(d) If the BPO Service Provider submits to the Trust a statement which has a material effect on the rights, obligations or interests of the Trust and which the BPO Service Provider knows to be false.

(e) If, as the result of force majeure, the BPO Service Provider is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or

(f) If the BPO Service Provider, in the judgment of the Trust, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, including but not limited to wilful
misrepresentation of facts concerning ownership of Intellectual Property Rights under this Contract.

For the purposes of this Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Trust into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Trust’s inspection and audit rights provided for under Sub-Clause.10 of Clause 21 “BPO Service Provider’s Responsibilities” GCC.

(g) If the Trust, in its sole discretion and for any reasons whatsoever, decides to terminate this contract.

.3 Termination by the BPO Service Provider: The BPO Service Provider may, by not less than thirty (30) days written notice to the Trust such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this sub-Clause .3 of this clause GCC, terminate this contract;

If the Trust fails to pay any money due to the BPO Service Provider pursuant to this Contract and not subject to dispute settlement pursuant to “Dispute Settlement” Clause 5 of GCC within forty-five(45) days after receiving written
notice from the service Provider that such payment is overdue;

If the Trust is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the BPO Service Provider may have subsequently approved in writing) following the receipt by the Trust of the BPO Service Provider’s notice specifying such breach;

If, as the result of Force Majeure, the BPO Service Provider is unable to perform a material portion of the Service for a period of not less than sixty (60) days; or

If the Trust fails to comply with any final decision reached as a result of arbitration pursuant to “Dispute Settlement” Clause GCC.

.4 Termination of Contract for Failure to Become Effective: If this contract has not become effective within such period after the date of the Contract signed by the parties as shall be specified in the SCC it shall stand terminated.

.5 Cessation of Rights and Obligations: Upon termination of this contract pursuant to sub-clauses .2 or .3 or .4 of this clause GCC, or upon expiration of this Contract pursuant to sub-clause .1 of this Clause GCC, all rights and obligations of the parties hereunder shall cease, except:

(i) Such rights and obligations as may have accrued on the date of termination or expiration,

(ii) The obligations of confidentiality set forth in “Copyright, Confidential Information, and Ownership” Clause GCC,

(iii) The BPO Service Provider’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 21.16 (ii) hereof, and (iv) any right which a party may have under the Applicable Law.

.6 Cessation of Services: Upon termination of this Contract by notice of either party to the other pursuant to sib-clauses .2 or .3 of this Clause GCC, the BPO Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make very reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the BPO Service Provider, the BPO Service Provider shall proceed as provided, respectively, by sub-clause .9 “Copyright, Confidential Information, and Ownership” Clause GCC.

.7 Payment upon Termination: Upon termination of this Contract pursuant to sub-Clauses .2 and .3 of this clause GCC, the Trust shall make the payments pursuant to Clauses GCC 18 hereof for
services satisfactorily performed prior to the effective date of termination.

.8 **Disputes about Events of termination**: If either party disputes whether an event specified in paragraphs under sub-clauses .2 or .3 of this Clause GCC occurred, such party may, within forty-five (45) Days after receipt of notice of termination from the party, refer the matter to arbitration pursuant to “Dispute Settlement” clause GCC hereof, and this contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
Modification: Modification of the terms and conditions of this contract, including any modification of the scope of the service, may only be made by written agreement between the parties. Pursuant to sub-clause .18 of “Interpretation” Clause GCC hereof, however, each party shall give due consideration to any proposals for modification made by the other party.

Introducing a Change: The Trust shall have the right to propose, and subsequently require, the Project Manager to order the BPO Service Provider from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Service (interchangeably called “Change”), provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable, taking into account the capability of the BPO Service Provider.

The BPO Service Provider may from time to time during its performance of the Contract propose to the Trust (with a copy to the Project Manager) any Change that the BPO Service Provider considers necessary or desirable to improve the quality or efficiency of the Service. The Trust may at its discretion approve or reject any Change proposed by the BPO Service Provider.

Notwithstanding sub-clauses .2 and .3 of this clause GCC, no change made necessary because of any default of the BPO Service Provider in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time.

Assignment: Neither the Trust nor the BPO Service Provider shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or hereunder, except that the BPO Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

Non-Exclusivity: In the event of non-fulfilment or shortcomings of the prescribed performance indicators/ services/ work in the contract by the service provider as per the project plan, then the purchaser reserves the right to appoint other providers to carry the work in the contract and the service provider shall have no objection for the same. In such an event the service provider shall compensate the loss incurred by the Purchaser appropriately, and assist to facilitate the work of the appointed provider.
D. Payment

Clause No. 16
Clause Heading Payment Terms
Sub-Clause No.

.1 The BPO Service Provider’s request for payment shall be made to the Trust in writing, accompanied by an Invoice describing, as appropriate, the deliverable and upon fulfilment of other obligations stipulated in the Contract.

The Contract Price shall be paid in Indian Rupees as specified in the SCC.

.2 No payment made by the Trust herein shall be deemed to constitute acceptance by the Trust of any deliverable.

.3 Payments shall be made promptly by the Trust, but in no case later than forty-five (45) days after submission of a valid invoice by the BPO Service Provider. In the event that the Trust fails to make any payment by its respective due date or within the period set forth in the Contract, the Trust shall pay to the BPO Service Provider interest on the amount of such delayed payment at the rate(s) specified in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

.4 Mode of Billing and Payment: Billings and payments in respect of the services shall be made as follows:

(a) The Trust shall cause to be paid to the BPO Service Provider an advance payment as specified in the sub-clause .2 of “Securities” Clause CCC, and as otherwise set forth below.

(b) The BPO Service Provider shall submit deliverables as per the Implementation schedule in Appendix-2 (Project Plan), and not later than fifteen (15) days after the end of each of the scheduled delivery dates, shall submit to the Trust in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to this Clause GCC for such payment. Each such statement shall distinguish that portion of the total eligible costs which pertains to human resource payments, showing Man days worked by each position or as defined in the contract terms, from that portion which pertains to other payments.
(c) The Trust shall cause the payment of the BPO Service Provider’s statements within Thirty (30) days after the receipt by the Trust of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the BPO Service Provider, the Trust may add or subtract the difference from any subsequent payments. Interest at annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(d) The final payment under this Clause shall be made only after the final deliverables and a final statement, identified as such, shall have been submitted by the BPO Service Provider and approved as satisfactory by the Trust. The Services shall be deemed completed and finally accepted by the Trust and the final deliverables and the final statement shall be deemed approved by the Trust as satisfactory ninety (90) calendar days after receipt of the final deliverables and final statement by the Trust unless the Trust within such ninety (90) days period gives written notice to the BPO Service Provider specifying in detail deficiencies in the services and/or the final deliverables or final statement. The BPO Service Provider shall thereupon promptly rectify any such deficiency, and upon completion of such rectifications, the foregoing process shall be repeated. Any amount which the Trust has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the BPO Service Provider to the Trust within thirty (30) days after receipt by the BPO Service Provider of notice thereof. Any such claim by the Trust for reimbursement must be made within twelve (12) calendar months after receipt by the Trust of the final deliverables and a final statement approved by the Trust in accordance with the above.

(e) All payments under this contract shall be made to the accounts of the BPO Service Provider specified in the SCC.

(f) Other conditions relating to payments shall be as specified at SCC

.5 Suspension
The Trust may, by written notice of suspension to the BPO Service Provider suspend all payments to the BPO Service Provider hereunder if the BPO Service Provider fails to perform any of its obligations under this Contact, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) direct the BPO Service Provider to remedy such failure within a specified period, after receipt by the BPO Service Provider of such notice of suspension. The process of suspension shall be as specified in SCC.

Clause No. 17
Clause Heading Securities
Sub-Clause No. .1 Issuance of Securities
The BPO Service Provider shall provide the securities specified below in favour of the Trust at the times and in the amount, manner, and form specified below.

.2 Advance Payment Security
(a) As specified in the SCC, the BPO Service Provider shall provide a security equal in amount and currency to the advance payment and valid until the acceptance of all the deliverables.
(b) The security shall be in the form provided in the Annexure-5 or in another form acceptable to the Trust. The amount of the security shall be reduced in proportion to the value of the contract executed by and paid to the BPO Service Provider from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Trust. The way the value of the security is deemed to become reduced and, eventually, voided is as specified in the SCC. The security shall be returned to the BPO Service Provider immediately after its expiration.

.3 Performance Security
(a) The BPO Service Provider shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the SCC.
(b) The security shall be a bank guarantee in the form provided in the Appendix-4, or it shall be in another form acceptable to the Trust.
(c) The security shall automatically become null and void once all the obligations of the BPO Service Provider under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the BPO Service Provider no later than twenty-eight (28) days after its expiration.

(d) Upon Acceptance of the entire work, the security shall be reduced to the amount specified in the SCC, on the date of such Acceptance, so that the reduced security would only cover the remaining warranty obligations of the BPO Service Provider.

Clause No. 18

Clause Heading Taxes and Duties

Sub-Clause No.

.1 For Goods or Services supplied locally, the BPO Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Trust. The only exceptions are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

.2 If any tax exemptions, reductions, allowances, or privileges may be available to the BPO Service Provider, the Trust shall use its best efforts to enable the BPO Service Provider to benefit from any such tax savings to the maximum allowable extent.

.3 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date thirty (30) days prior to the date of proposal submission (also called “Tax” in this GCC sub-Clause). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the BPO Service Provider in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.
E. RESPONSIBILITIES

Clause No. 19
Clause Heading BPO Service Provider’s Responsibilities
Sub-Clause No.

.1 Unless otherwise expressly limited in the SCC or Requirements, the BPO Service Provider’s obligations cover the performance of all Services required for the design, development, study and implementation of the Service, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.

.2 The BPO Service Provider shall, unless specifically excluded in the Contract, perform all such work not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for Acceptance of the Service as if such work were expressly mentioned in the Contract.

.3 **Standard of Performance:** The BPO Service Provider shall conduct all activities with due care, efficiency, economy and diligence, in accordance with the Contract and with the skill and care expected of a competent service provider of the related service area, or in accordance with best industry/academic practices. In particular, the BPO Service Provider shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

The BPO Service Provider shall always act, in respect of any matter relating to this contract or to the services, as a faithful service provider to the Trust and at all time support and safeguard the Trust’s legitimate interests in any dealings with sub contractor or Third parties.

.4 The BPO Service Provider confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Service provided by the Trust and on the basis of information that the BPO Service Provider could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the BPO Service Provider relating to the work as at the date thirty days (30) days prior to bid/proposal submission. The BPO Service Provider acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
The BPO Service Provider shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 23.3) within the time schedule specified in the Implementation Schedule in the Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to sub-clause .2 “Termination” clause 15 of GCC.

The BPO Service Provider shall acquire in its name all permits, approvals, and/or licenses from all local, state, or central government authorities that are necessary for the performance of the Contract. The BPO Service Provider shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Trust under GCC Clause 22.4 and that are necessary for the performance of the Contract.

The BPO Service Provider shall comply with the Applicable Law. The laws will include all Central and State laws that affect the performance of the Contract and are binding upon the BPO Service Provider. The BPO Service Provider shall indemnify and hold harmless the Trust from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the BPO Service Provider or its personnel, but without prejudice to GCC Clause 22.1. The BPO Service Provider shall not indemnify the Trust to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of the Trust.

The BPO Service Provider shall, in all dealings with its labour currently employed on or connected with the Contract, pay due regard to all labour laws and regulations pertaining to the employment of labor.

The BPO Service Provider shall permit the Trust and/or persons appointed by the Trust to inspect the BPO Service Provider’s offices and/or the accounts and records of the BPO Service Provider and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Trust if required by the Trust. The BPO Service Provider’s attention is drawn to Sub-Clause .2.f (v) (bb) of “Termination Clause” GCC, which provides, inter alia, that acts intended to materially impede the exercise of the Trust’s inspection and audit rights provided for under Sub-Clause .10 of this Clause GCC constitute a prohibited practice subject to contract termination as well as to a prohibition from future contracts with the Trust.

Right of Publicity

Any publicity by the BPO Service Provider in which the name of the Trust is to be used should be done only with the explicit written permission of the Trust.
.12 Duplicate Payments
The payments to the BPO Service Provider pursuant to “Price” clause 18 of GCC hereof shall constitute the BPO Service Provider’s sole payment in connection with the contract or the services and, subject to sub-Clause .13 of this clause GCC hereof the BPO Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the service or in the discharge of their obligation hereunder.

.13 Procurement Rules of Government
If the BPO Service Provider as part of the services, has the responsibility of advising the Trust on the procurement of goods, works or services, the BPO Service Provider shall comply with any procurement guidelines of the Government and shall at all times exercise such responsibility in the best interest of the Trust. Any discount or commissions obtained by the BPO Service Provider in the exercise of such procurement responsibility shall be to the account of the Trust.

.14 BPO Service Provider and Affiliates not to engage in certain Activities
The BPO Service Provider agrees that, during the term of this contract and after its termination, the BPO Service Provider and any entity affiliated with the BPO Service Provider, as well as any subcontractor and any entity affiliated with the subcontractor, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.

.15 Prohibition of Conflicting Activities
The BPO Service Provider shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) During the term of this contract, any business or professional activities which would conflict with activities assigned to them under this contract; and

(b) After the termination of the contract, such other activities as may be specified in the SCC.
.16 Accounting, Inspecting and Auditing

The BPO Service Provider

(i) shall keep accurate and systematic accounts and records in respect of service hereunder, in accordance with standard accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC), and

(ii) shall permit the Trust or its designated representative periodically, and up to five years from the termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Trust.

.17 BPO Service Provider’s Action requiring The Trust’s prior Approval

The BPO Service Provider shall obtain the Trust’s prior approval in writing before taking any of the following actions appointing such members of the personnel as are listed in Appendix 3 merely by title but not by name.

.18 Equipment and materials furnished by the Trust

Equipment and materials made available to the BPO Service Provider by the Trust, or purchased by the BPO Service Provider with funds provided by the Trust shall be the property of the Trust and shall be marked accordingly. Upon termination or expiration of this Contract, the BPO Service Provider shall make available to the Trust an inventory of such equipment and materials with the Trust’s instructions. While in possession of such equipment and materials, the service provider unless otherwise instructed by the Trust in writing, shall insure them at the expense of the Trust for an amount equal to their full replacement value.

.19 Other BPO Service Provider responsibilities, if any, are as stated in the SCC.
The Trust shall ensure the accuracy of all information and/or data to be supplied by the Trust to the BPO Service Provider, except when otherwise expressly stated in the Contract.

The Trust shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 23.3) within the time schedule specified in the Implementation Schedule in the Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to sub-clause .3 of “Termination” Clause 15 of GCC.

The Trust shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.

If requested by the BPO Service Provider, the Trust shall use its best endeavours to assist the BPO Service Provider in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or central government authorities that such authorities or require the BPO Service Provider or the personnel of the BPO Service Provider, as the case may be, to obtain.

The Trust will designate appropriate staff for the training courses to be given by the BPO Service Provider and shall make all appropriate logistical arrangements for such training as specified in the Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.

Access to Facilities

The Trust shall ensure that the BPO Service Provider has, free of charge, unimpeded access to all required facilities as specified in SCC of the Trust in respect of which access is required for the performance of the Services.

Counter Personnel

If so provided in SCC hereto, the Trust shall make available to the BPO Service Provider, and free of charge, such counterpart personnel to be selected by the Trust, as shall be specified in SCC. Such Counterpart personnel shall work either in close coordination with the BPO Service Provider or directly under the BPO Service Provider as specified in SCC.

Other Trust responsibilities, if any, are as stated in the SCC.
### Clause No. 20

#### Clause Heading
Project Plan

**Sub-Clause No.**

1. In close cooperation with the Trust and based on the Preliminary Project Plan included in the BPO Service Provider’s proposal/bid, the BPO Service Provider shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Requirements.

2. The Progress and other reports specified in the SCC shall be prepared by the BPO Service Provider and submitted to the Trust in the format and frequency specified in the Requirements.

3. The BPO Service Provider shall formally present to the Trust the Project Plan in accordance with the procedure specified in the SCC.

4. The BPO Service Provider shall undertake to deliver in accordance with the Agreed and Finalized Project Plan and the Contract.
Clause No. 21

Clause Heading Documents Approval

Sub-Clause No.

.1 Instructions and Specifications

(a) The BPO Service Provider shall execute the work and the implementation activities necessary for successful performance of the work in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of signing the Contract shall apply unless otherwise specified in the SCC. During Contract execution, any changes in such codes and standards shall be applied after approval by the Trust.

.3 Approval/Review of Documents by the Project Manager

(a) The BPO Service Provider shall prepare and furnish to the Project Manager the documents as specified in the SCC for the Project Manager’s approval or review.

Any part of the Service covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager’s approval of these documents.

Sub-Clauses .3(b) onwards of this clause GCC shall apply to those documents requiring the Project Manager’s approval, but not to those furnished to the Project Manager for its review only.

(b) Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager’s approval in accordance with Sub-Clause .3(a) of this clause GCC, the Project Manager shall either return one copy of the document to the BPO Service Provider with its approval endorsed on the document or shall notify the BPO Service Provider in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

(c) The Project Manager shall not disapprove any document except on the grounds that the document does not comply
with some specified provision of the Contract or that it is contrary to good industry practice.

(d) If the Project Manager disapproves the document, the BPO Service Provider shall modify the document and resubmit it for the Project Manager’s approval in accordance with Sub-Clause .3(b) of this clause GCC. If the Project Manager approves the document subject to modification(s), the BPO Service Provider shall make the required modification(s), and the document shall then be deemed to have been approved, subject to Sub-Clause .3(e) of this clause GCC. The procedure set out in Sub-Clauses .3(a) through (d) of this clause GCC shall be repeated, as appropriate, until the Project Manager approves such documents.

(e) If any dispute occurs between the Trust and the BPO Service Provider in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The BPO Service Provider shall proceed with the Contract in accordance with the Project Manager’s instructions, provided that after the dispute resolution, the Term of contract shall be extended accordingly.

(f) The Project Manager’s approval, with or without modification of the document furnished by the BPO Service Provider, shall not relieve the BPO Service Provider of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the BPO Service Provider by or on behalf of the Trust.

(g) The BPO Service Provider shall not depart from any approved document unless the BPO Service Provider has first submitted to the Project Manager an amended document and obtained the Project Manager’s approval of the document, pursuant to the provisions of this Sub-Clause .3 of this clause GCC.

.4 Inspections: The Trust or its representative shall have the right to inspect any of the ongoing works/activities, at any location.

.5 The Trust shall issue an acceptance certificate against each successful deliverable as per the implementation schedule and as further detailed in the SCC.
Clause No. 22

Clause Heading Personnel

Sub-Clause No.

.1 General: The service provider shall employ and provide such qualified and experienced personnel as are required to carry out the Services. All work shall be performed under the direct supervision of the Project Manager.

.2 Description of Personnel

(a) The title, agreed job description, minimum qualifications and estimated period of engagement in the carrying out of the Service of each of the service provider Key Personnel are described in Annexure 3. If any of the Key personnel has already been approved by the Trust his/her name is listed as well.

Provided that the aggregate of such changes shall not cause payments under this contract to exceed the contract price set forth in “Price” clause 18 of GCC of this Contract. Any other such changes shall only be made with the Trust’s written approval.

(b) in case additional personnel are required due to empanelment of new hospitals the BPO Service Provider shall deploy such personnel at the rates specified at Appendix 5 (Price Schedules). In case reduction in personnel is required due to de-empanelment of hospitals, the amount payable to the BPO Service Provider shall be reduced as per appendix 5 (Price Schedules).

(c) If additional work is required beyond the scope of the services in Appendix 1, the estimated periods of engagement of Key personnel set forth in Appendix 3 may be increased by agreement in writing between the Trust and the service provider provided that any such increase shall not, except as otherwise agreed in writing, cause payment under this contract to exceed the contract price set forth in “Price” clause 17 of GCC of this Contract.

.3 Approval of personnel

The key personnel listed by title as well as by name in Appendix 3 hereby approved by the Trust. In respect of other key personnel which the BPO Service Provider proposes to use in the carrying out of the services, the BPO Service Provider shall submit to the Trust for review and approval a copy of their biographical data. If the Trust does not object in writing (stating the reason for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such key personnel shall be deemed to have been approved by the Trust.
Removal and / or Replacement of personnel

(a) Except as the Trust may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the BPO Service Provider it becomes necessary to replace any of the personnel, the BPO Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Trust

(i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or

(ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the BPO Service Provider shall, at the Trust’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Trust.

(c) Any of the personnel provided as a replacement under sub-clauses (a) and (b) above, the rate of remuneration applicable to such person, shall be subject to the prior written approval by the Trust except as the Trust may otherwise agree.

Working Hours, Leave, etc.

(a) Working hours and Holidays for personnel are set forth as per the Trust’s requirements.
Clause No. 1
Clause Heading Dispute Settlement
Sub-Clause No. 2

(i) Disputes shall be settled in accordance with the following provisions:

If any dispute arises between the parties hereto during the subsistence of this Contract Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, then the parties shall refer such dispute to their respective higher authorities i.e. the Chief Executive Officer, Trust and the Chief Executive Officer of the BPO Service Provider Organization/Company or a substitute thereof for amicable settlement.

In the event that both the Chief Executive Officers or a substitute thereof are unable to resolve the dispute within 60 days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both parties, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within (30) days after any party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration & Conciliation Act.
PAYMENT

Clause No. 2
Clause Heading Payment Terms
Sub-Clause

.1 Subject to the provisions of GCC Clause (Terms of Payment), the Trust shall pay the Contract Price to the BPO Service Provider according to the manner specified below.

(a) Advance Payment: Nil
(b) At the end of each month, an amount equivalent to the quoted monthly Contract Price shall be paid, subject to satisfactory performance of services and against receipt of Invoice in respect of each previous month during the Contract Period from the BPO Service Provider.

E. RESPONSIBILITIES

Clause No. 3
Clause Heading BPO Service Provider’s Responsibilities
Sub-Clause No.

.1 Limitation of Obligations: None

.16 Accounting, Inspecting and Auditing
Specific bases: None

.19 Other BPO Service Provider responsibilities:
(i) None

Clause No. 4
Clause Heading The Trust’s Responsibilities
Sub-Clause No.

.6 Details of Access to Facilities: The BPO Service Provider shall have access to all the facilities required.

.7 Details of Counter Personnel: None
Other Trust responsibilities: None

F. SUBJECT OF CONTRACT

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Clause Heading</th>
<th>Sub-Clause No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>Project Plan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>.1 Project Plan shall be Annexure-2.</td>
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<td></td>
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<td>.2 The BPO Service Provider shall submit to the Trust the following reports:</td>
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<tr>
<td></td>
<td></td>
<td>(a) Monthly (Quarterly) progress reports, summarizing:</td>
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<td>(i) results accomplished during the prior period;</td>
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<td>(ii) other issues and outstanding problems; proposed actions to be taken;</td>
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<td>(iii) resources that the BPO Service Provider expects to be provided by the</td>
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<td>Trust and/or actions to be taken by the Trust in the next reporting period;</td>
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<td>(iv) other issues or potential problems the BPO Service Provider foresees</td>
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<td>that could impact on project progress and/or effectiveness.</td>
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<thead>
<tr>
<th>Clause No.</th>
<th>Clause Heading</th>
<th>Sub-Clause No.</th>
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<tbody>
<tr>
<td></td>
<td>6</td>
<td>Documents Approval</td>
</tr>
<tr>
<td></td>
<td></td>
<td>.2 Codes and Standards: Nil</td>
</tr>
<tr>
<td></td>
<td></td>
<td>.3 Approval/Review of Technical Documents by the Project Manager</td>
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<tr>
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<td></td>
<td>The list of documents shall be:</td>
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<tr>
<td></td>
<td></td>
<td>1. Project Plan.</td>
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<td></td>
<td>2. Two months roster of staff deployment.</td>
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<td></td>
<td></td>
<td>.4 Acceptance Certificate Issuance Details: None</td>
</tr>
</tbody>
</table>

Tender No. 3733/AHCT/Admn/2018
(Annexure C5) CHECK LIST FOR PRE-QUALIFICATION BID

<table>
<thead>
<tr>
<th>SL.No.</th>
<th>Documents attached</th>
<th>Details</th>
<th>Compliance(Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender Process Fee of Rs.2,000/- in the form of Account Payee Demand Draft /Banker’s Cheque.</td>
<td></td>
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<tr>
<td>2</td>
<td><strong>EMD amount of Rs. 5,00,000/- in the form of Demand Draft or Bank Guarantee from any nationalized Banks/Commercial Banks/Scheduled Banks</strong></td>
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<tr>
<td>3</td>
<td>Copy of certificate of Registration of the company/Partnership deed/(in case of Partnership).</td>
<td></td>
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<tr>
<td>4</td>
<td>a. Copies of Income Tax returns for the last three (3) financial years 2016-17, 2017-18 and 2018-19 duly authenticated. b. copy of audited Balance Sheets for the last three years(Turnover per year should not be less than Rupees: Five Crore during the last three financial years)Annexure PQ-1</td>
<td></td>
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<tr>
<td>5</td>
<td>Copies of authorized current documents in connection with registration of the firm under GST.</td>
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<tr>
<td>6</td>
<td>a)Copy of certificate of registration of ESI b)Copy of registration of EPF</td>
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<tr>
<td>7</td>
<td>Copy of the PAN Card showing the PAN number of the firm allotted by the income Tax authorities.</td>
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<tr>
<td>8</td>
<td>Copy of Contact Labour license for supply of BPO Services as Contact Labour (R&amp;A Act,1970)and Rules,1971.</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>An undertaking on letter of Agency that the bidder is following all directives of the Government, applicable to itself (bidding firm) and its employees regarding.</td>
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<td></td>
<td>Description</td>
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<tr>
<td><strong>10</strong></td>
<td>Letter of undertaking on Letter head of Agency stating that they have not been blacklisted by any State Government/Central Government/PSU for any reason in the last five financial years.</td>
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<tr>
<td><strong>11</strong></td>
<td>Copy of terms &amp; conditions duly signed by the bidder with seal of the firm, in token of acceptance of terms &amp; conditions.</td>
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</tbody>
</table>

**Signature of the Bidder,**

**Seal of Agency.**
Tender No.3733/AHCT/Admn/2018

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

Particulars of turnover of vendor in Revenue

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Total Turnover on Providing outsourcing Services in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018</td>
<td></td>
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<tr>
<td>2018-2019</td>
<td></td>
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<tr>
<td>2019-2020</td>
<td></td>
</tr>
</tbody>
</table>

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

(Signature & seal of the Bidder)
Tender No. 3733/AHCT/Admn/2018

(Annexure-T1) To be enclosed with Technical bid

BIDDER PARTICULARS

1. Name of the Institute/Agency/Firm:

2. Registered Postal Address of the Institution/Agency/Firm:

3. Year of establishment of the Institute /Agency/Firm:

4. Registration or license No.:

5. Ownership of the Institute/Agency/Firm:
   (A) Sole Proprietor:
   (B) Partnership:

6. Name of the Proprietor(s):
   & designation(s):

7. Name & address of the officer to whom all references shall be made regarding this tender Enquiry:

   Telephone : Fax: Email:

   Mobile number(s):

   Witness:

   Signature: Signature

   Name: Name:

   Address Designation

   Company

   Date Company Seal
Tender No.3733/AHCT/Admn/2018

(Annexure T2) To be enclosed with Technical Bid

STATEMENT OF DEVIATIONS FROM TERMS AND CONDITIONS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Terms and conditions</th>
<th>Deviation in the offer</th>
<th>Brief Reasons</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

Date

Signature of Bidder & Seal of Agency

For -----------------------------
**Tender No. 3733/AHCT/Admn/2018**

(Annexure T8) To be enclosed with Technical Bid

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Annexure No</th>
<th>Description</th>
<th>Enclosed (Y/N/NA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>T1</td>
<td>Bidder Particulars</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>T2</td>
<td>Statement of Deviation from Tender Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>T3</td>
<td>List of Customers to whom similar services rendered/are being provided. Legible copies of documents of work orders, Service agreements etc. in support of agency’s experience for the last three years in providing such services in Govt./Public sector undertakings/Autonomous bodies/ Reputed private Companies/Organizations. Documentary evidence three similar completed works, not less than Rs.5Crore, for the consecutive for last three years.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>T4</td>
<td>Agency/Vendor profile</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>T5</td>
<td>Solvency Certificate for a minimum of Rs.10Lakhs, from any Nationalized /Scheduled Bank which should not be more than three months old.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>T6</td>
<td>Any other document required as per various clauses and terms and conditions mentioned in the tender document</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>T7</td>
<td>Check list</td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Bidder & Seal of Agency)
**Tender No.3733/AHCT/Admn/2018**

(Annexure – C1) To be enclosed with Commercial Bid

**BID LETTER**

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

Sir,

Sub:-

Ref:- Your Tender No.

1. We are Agency / Consultant of repute.

2. We do hereby undertake that in the event of acceptance of our bid, the required services shall be started at designated places within 10 days from the date of Award of Contract.

3. We enclose the complete Bid enclosing Documents / information as required in the tender document.

4. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the tenders and that we shall remain bound by a communication of acceptance within that time.

5. We have carefully read and understood the terms and conditions. The deviations from the above services, Terms & Conditions are only those mentioned in (Terms & Conditions).

6. Certified that the Bidder is:

   A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

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

or

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

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

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

Date: this____ day of ________, 2020.

Signature of Bidder & Seal:

Details of Enclosures:

Full Address:

Telegraphic Address:

Telephone :

Fax :

E – Mail :

**Tender No.**3733/AHCT/Admn/2018
To,
The Chief Executive Officer,
Aarogyasri Health Care Trust,
Jubilee Hills, Hyderabad.

Sir,

Sub:-

Ref:- Your Tender No.

Name of the Agency (Firm) _____________________________________

Administrative Cost Percentage ----------------------

Only % EPF, % ESI, % Agency Service Charges, % GST, % total

Note:-

1) EPF and ESI should be paid based on G.O. Ms No. 14.
2) EPF and ESI should be calculated on total salary of the employee.
3) Exclusive GST Tax on Tender Value.
4) All Payments will be made subject to deduction of TDS as per Income Tax Act, 1961 and any other taxes levied by Government from time to time.

Dated_______2020

(Signature of Bidder & Seal of Agency)

Tender No.3733/AHCT/Admn/2018
This Agreement made on the _____________________________ day of _______ 2020 between the Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad (herewith referred to as the Employer) of the one part and (name of agency) of (City and Country) (herewith referred to as the ‘Agency’ which term shall include its representatives, successors and assignees) of the other part.

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

Now this Agreement witness as follows:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this document viz.
   a) The Price Schedule submitted by the Agency;
   b) The Schedule of requirements;
   c) Quotation No._______ and date ___________ of the Agency and further ref. on the subject;
   d) The Services;
   e) The Terms and Conditions of Contract;
   f) The Special Conditions of Contract;
   g) The Employers letter of award of Contract and any amendments thereto;

3. In consideration of the payment to be made by the Employer to provide the supplies and services and to remedy defects therein in conformity in all respect with the provisions of the Contract.

4. The Employer hereby covenants to pay the Agency in consideration of the provision of the services of the Contract Price of such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract subject always to applicable conditions of Contract.

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

Signed, Sealed and Delivered by the

Said_______________________________ (for the purchaser)
For and on behalf of Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad.

In the presence of ______________________

Signed, Sealed and Delivered by the

Said____________________________________ (for the Supplier)

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

In the presence of ______________________
(Annexure – C5) To be enclosed with Commercial Bid

**CHECKLIST FOR COMMERCIAL BID**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>C1</td>
<td>Bid Letter</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>C2</td>
<td>Price Schedule</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>C3</td>
<td>Contract Form</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>C4</td>
<td>Any other document required as per various clauses and terms and conditions mentioned in the tender document</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>C5</td>
<td>Check List</td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Bidder & Seal of the Agency)