



**Government of Telangana  
Employees Health Scheme & Journalists Health Scheme  
Aarogyasri Health Care Trust**

**TENDER DOCUMENT**  
(Non-Transferable)

**FOR**

**FOR SELECTION OF AGENCY TO OUTSOURCE EMPLOYEES  
FOR 14 WELLNESS CENTRES IN THE STATE**

Tender Reference No.	EJHS/ADMN/19/2017 dt. 26-08-2017
Publication of Advertisement	28-08-2017 in Two daily News Papers ( Eenadu Telugu and Deccan Chronicle English)
Download of Tender Document	11.00 Hrs on 28-08-2017 upto 15.00 Hrs on 08-09-2017 from e-procurement portal <a href="http://tender.eprocurement.gov.in">http://tender.eprocurement.gov.in</a> <a href="http://www.ehf.telangana.gov.in">www.ehf.telangana.gov.in</a>
Pre-bid Meeting	On 08-09-2017 at 4.00 PM at Mahatma Gandhi Markfed Bhavan, 2nd Floor, Opposite Vikram Theatre, Jam Bagh, Nampally, Hyderabad, Telangana-500095
Last Date and Time for Receipt of Sealed Tender through online	15.00 Hrs on or before 12-09-2017 for online submission.
Last Date and Time submission of hard copies of Tender document	17.00 Hrs on or before 12-09-2017 in the Tender Box provided at EHS office, Markfed Bhavan, Jambagh, Hyderabad
Time and Date of Opening of Pre- qualification Bids and Technical Bids	15.00 Hrs and 16.00 Hrs on 14-09-2017 at EHS office, Markfed Bhavan, Jambagh, Hyderabad
Time and Date of Opening of Commercial Bid	15.00 Hrs on 19-09-2017
Tender Processing Fee (Non-refundable)	Rs. 2000/- (Rupees Two Thousand only)

**Government of Telangana**  
**Chief Executive Officer**  
**Employees Health Scheme and Journalists Health Scheme**  
**Aarogyasri Health Care Trust, Hyderabad**

**I. Notice Inviting Tenders (NIT)**  
**for Selection of agency to outsource employees**  
**For 14 wellness centres in the state**

Tender Reference No: EJHS/ADMN/19/2017

Dated.26-08-2017

1. The Chief Executive Officer, Employees Health Scheme & Journalists Health Scheme, Government of Telangana, Hyderabad (hereinafter called "Tender Inviting Authority") hereby invites sealed Tenders (under three envelope system from eligible Man power Agencies to outsource employees in the various categories to (14) Wellness Centres being established at various districts in the State under EHS and JHS scheme.
2. Tenders must be submitted / delivered to the address given below at or before 17 hrs. on 12-09-2017. All bids must be accompanied by an Earnest Money Deposit (EMD) and Tender Processing Fee as specified in Tender Document.
3. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at address given below and at the time and date given in tender document.

**Name and Address of Tender Inviting Authority**

**Chief Executive Officer,**  
**Employees Health Scheme and Journalists Health Scheme**  
# 5-2-68, Mahatma Gandhi Markfed Bhavan, 2nd Floor,  
Jambagh, Putlibowli, Opposite Vikram Theater,  
**Jam Bagh, Nampally, Hyderabad, Telangana-500095**

Website : [ehf.telangana.gov.in](http://ehf.telangana.gov.in)  
Email : [ceojhs@aarogyasri.gov.in](mailto:ceojhs@aarogyasri.gov.in)  
[ceojhs.ts@gmail.com](mailto:ceojhs.ts@gmail.com)  
[c029@aarogyasri.gov.in](mailto:c029@aarogyasri.gov.in)

## GENERAL INFORMATION ABOUT TENDER

1	Procedure for Submission of Tender	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> or <a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a> and submit their bid online. Offline bids only shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform. The Bidders shall submit their eligibility and qualification details in Pre-qualification bid, Technical bid, Financial bid etc., in the online standard formats displayed in e-procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc, in support of their eligibility criteria/technical bids and other certificates/documents in the e-Procurements web site. The Bidders shall sign on the statements, documents, certificates, uploaded by them; owing responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</p>
2	Registration with e-procurement platform.	<p>For registration and online bid submission, Bidders may contact <a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a>.</p>
3	Digital Certification Authentication:	<p>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.</p>
4	Submission of Hard Copies	<p>After submission of bid online, the Bidders are requested to submit the original DDs towards EMD, bid processing fee to the Tender Inviting Authority along with Technical Bid. The department shall not take any responsibility for any delay for non-receipt of DDs/Tender Documents. If any of the document furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for blacklisting and forfeiture of the EMD, cancellation of work and Criminal prosecution. The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hard copies to avoid any discrepancy.</p> <p>The Bidders have to attach the required documents after uploading the same as required by Tender Inviting Authority in the Tender conditions.</p>
5	Payment of Transaction Fee	<p>It is mandatory for all the participant Bidders from 1<sup>st</sup> January 2006 to electronically pay a Non Refundable Transaction fee to M/s T.S. Technology Services , the service provider through <b>"Payment Gateway Service on e-Procurement Platform"</b> The Electronic Payment Gateway accept all Master and Visa Credit Cards issued by any Bank and Direct Debit</p>

		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. GST + Bank Charges on the transaction amount payable to TSTS shall be applicable.
6	Corpus Fund	As per GO Ms.4, User Departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000/- (Rupees Ten Thousand only) for all works with ECV up to Rs.50 Crores and Rs.25,000/- (Rupees Twenty Five Thousand Only) for works with ECV above Rs. 50 Crores, from successful Bidders on e-procurement platform before entering into agreement/issue of purchase orders, towards-procurement fund in Favour of Managing Director TSTS. There shall not be any charge towards e-procurement fund in case of works, goods and services with ECV less than and up to Rs 10 Lakhs
7	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. <b>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 department official website.</b> The Department calling for Tenders shall not be responsible for any claims /problems arising out of this.
8	Bid Submission and 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 Telangana State Technology Services are not responsible for incomplete bid submission by users.
9	General Terms & Conditions	As Per Tender Document.

**Government of Telangana  
Chief Executive Officer  
Employees Health Scheme and Journalists Health Scheme  
Aarogyasri Health Care Trust, Hyderabad**

**Tender call for selection of an Agency to outsource employees of various  
categories of Posts for (14) Wellness Centres in the State**

**SECTION – I: INVITATION TO BIDS**

**1. Introduction to Bidders**

Sealed Bids are invited from the registered/licensed reputed and experienced Manpower Agency/Consultancy agencies or their authorized Agencies/institutes (channel partners/franchises) to outsource employees of various categories of posts to (14) Wellness Centres i.e. (5) Centres at Hyderabad & Secunderabad, (8) Centres at erstwhile District Headquarters viz., Adilabad, Nizamabad, Karimnagar, Warangal, Khammam, Nalgonda, Mahabubnagar and Sangareddy and (1) Centre at Siddipet Town, for a period of one year from the date of award of contract.

Interested bidders may view and download the tender document containing the detailed terms & conditions, from the website [www.eprocurement.gov.in](http://www.eprocurement.gov.in) from 11 hours on **28-08-2017** upto 15 hours on **12-09-2017**. Tender process fee of Rs. 2000/- (Rupees Two Thousand only) in the form of account payee Demand Draft has to be enclosed with the Per-qualification Bid of Tender and no tender will be accepted without processing fee to tender.

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

**2. Scope of Work**

This tender aims to engage an Agency which can outsource employee of various categories of posts on consolidated remuneration to Employees and Journalists Health Scheme for a period of one year.

The manpower should be deployed in Wellness Centres at various locations in the State which are under the administrative control of the Chief Executive Officer, Employees Health Scheme and Journalists Health Scheme.

**3. Eligibility criteria:**

- a) The prospective bidders should have experience of having successfully provided manpower services in State/Central Government Depts., Autonomous bodies, PSUs and reputed private companies during the last three (3) years.

- b) Should have executed three (3) similar work orders earlier, each costing not less than Rs.1.00 crore at least one order per year during the last three years.
- c) The turnover of the Agency /company must not be less than Rs.5.00 Crore during the last three financial years.
- d) Should have been registered with Income Tax, Goods and Services Tax (GST), ESI, EPF Departments and others statutory bodies.
- e) The Prospective bidder should hold a valid contract labour license for supply of manpower to the Principal employer and should have paid necessary fees and deposits into Government Treasury as per provision of the Contract Labour (Regulation and Abolition Act, 1970) and Rules, 1971. The Agency is required to deposit a valid labour license from the competent Authority under the provisions of the Contract Labour (Regulation and Abolition Act, 1970) and Rules, 1971.

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

Bidders may request clarifications with regard to terms & conditions or any part of the Tender document up to 4.00 PM on or before **07-09-2017**. Any request for clarifications may be sought from O/o the Chief Executive Officer, EHS & JHS, Markfed Bhavan, Jambag, Hyderabad or by email to **ceojhs.ts@gmail.com**.

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

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

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

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

## SECTION - II :: GENERAL TERMS AND CONDITIONS

### 1. Requirement of Manpower Posts:

The requirement of Manpower along with minimum qualification /experience for each category of post to EHS and JHS scheme, AHCT is furnished in Annexure - I.

### 2. Bid Security (EMD)

- A. The bidder/firm shall deposit the amount as mentioned below towards Bid Security (Earnest Money Deposit) in the form of Demand Draft from any Nationalized Banks/Commercial Banks/Scheduled Banks for an amount of Rs.5,00,000/- (Rupees Five Lakhs only) in favour of the "Chief Executive Officer, Aarogyasri Health Care Trust, Hyderabad" and attach it along with Pre-qualification Bid document. The EMD should be valid for a period of 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 Bank Guarantee.

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

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

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

### 3. Procedure for submission of bids

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

All the bids duly sealed and super-scribed with "**TENDER No. and TENDER FOR SELECTION OF AN AGENCY FOR OUTSOURCING EMPLOYEES IN WELLNESS CENTRES, EHS & JHS**", should be submitted to the Chief Executive Officer, Employees Health Scheme & Journalists Health Scheme, Aarogyasri Health Care Trust, D.No.5-2-68, Mahatma Gandhi Markfed Bhavan, 2nd Floor, Jambagh, Putlibowli, Opposite Vikram Theater, Risala Abdullah Colony, Jambagh, Nampally, Hyderabad, Telangana-500095.

The Tender documents complete in all respects duly sealed should reach not later than 17.00 Hrs on **12-09-2017** (Note: it is mandatory for the bidders to submit hard copies of tender documents complete in all respects in the Tender Box kept at the reception of this Office before due time & date). However, the last date and time for submission of online bids shall be on or before 15.00 Hrs. on **12-09-2017**.

**4. Delay in submission of Bids**

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

**5. Procedure for opening of Bids**

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

**6. Contents of Bids**

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

**a) Documents to be enclosed with "Pre-qualification Bid":**

- i) Tenders process Fee of Rs. 2000/- (Rupees Two Thousand only) in the form of Account Payee Demand Draft 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/firm, partnership deed (in case of partnership).
- v) Copies of Income Tax returns for the last three (3) Financial years 2014-15, 2015-16, 2016-17 and audited Financial Statements showing the turnover from services for the last three years (Annexure- PQ I). Annual turnover of the Agency/company should not be less than Rs.1 Crore (per year) during the last three financial years.



- vi) Copies of authorized current documents in connection with registration of the firm under Goods and Services Tax (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.
- ix) Letter of understanding on letter head of Agency stating that they have not been blacklisted by any State Government / Central Government / PSU for any reason in the last five financial years, which is duly signed by the Officer competent and having the power of attorney.
- x) Since the terms & conditions in tender document get converted into contract, it is necessary for **the Authorized Signatory to sign in each and every page of the tender document with seal and return the same as part of the Pre-qualification Bid.**

**b) Documents to be enclosed with "Technical Bid":**

- i) Bidders Particulars (Annexure-T1)
- ii) Statement of deviation from Tender Terms and Conditions (Annexure-T2).
- iii) List of Customers to whom similar services rendered / are being provided. Legible copies of documents of work orders, service agreements etc. in support of agency's experience for the last three years in providing such services in Govt. / Public Sector Undertaking / Autonomous bodies / Reputed Private Companies / Organizations. Documentary evidence showing three similar completed works, each costing not less than Rs. 1.00 Crore at least one order per year during the last three years have to be submitted. (as Annexure-T3).
- iv) Agency / Vendor Profile (as Annexure-T4)
- v) Any other document required as per various clauses and terms and conditions mentioned in the tender document (as Annexure-T5).
- viii) Check List (as Annexure-T6).

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

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

**7. Corrections in the Tender**

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

**8. CEO, EHS & JHS, AHCT reserves right to accept any bid and to reject any or all bids:**

- a) Chief Executive Officer, Employees and Journalists Health Scheme, 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 is 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 / Email and incomplete bids will be summarily rejected.

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

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

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

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

**11. Quotation of Prices**

The Prices should be quoted in percentage as per the format given at **Annexure-C2**. Price quoted should be only service charges (Commission rate) of the Agency. CEO, EHS & JHS, Aarogyasri Health Care Trust will pay Taxes, EPF, ESI etc. as per applicable rules in vogue.

The minimum percentage of service charges ( Commission rate ) shall be @ 1.50% ( one and half per cent).

**12. Period of contact:**

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

**13. Award of contract:**

Generally the least quoted will be awarded the contract. In case more than one Agency quotes the same service charges, the length of service of the Agency in the same field / business and turnover of the recent past 3 years will be considered for awarding the contract. The successful Agency will be intimated by the CEO, EHS & JHS, Aarogyasri Health Care Trust through a formal letter of 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 by the CEO,EHS & JHS. 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 CEO, EHS & JHS, AHCT, the successful Agency shall furnish the performance guarantee in accordance with the conditions of Contract to the Chief Executive Officer, EHS & JHS, Aarogyasri Health Care Trust which shall be 10% of the contract value, valid for the entire contract period, in the form of bank guarantee from a Nationalized / Scheduled Bank.

**GENERAL CONDITIONS:**

**16. Subletting**

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

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

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

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

**18. Deployment of services**

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

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

- i) The successful Agency shall recruit and deploy qualified and experienced personnel as per the requirement of EHS & JHS as specified in Annexure - I. The number of vacancies in each category of post is subject to increase or decrease as per the necessity.
- ii) Since the establishment of Wellness Centres is in the process, the staff has to be deployed where the Wellness Centres already opened. And subsequently the staff has to be deployed as and the Wellness Centres are opened.
- iii) The manpower proposed to be deployed by the Agency shall be on its pay rolls for all purposes. The Agency should deploy the manpower whose names are selected after interview and approved by the CEO, EHS & JHS, AHCT or its Authorised Officer.

The Agency shall ensure that payment to deployed employees is made in time every month without linking to the payment receivable from CEO, EHS & JHS, AHCT. The payments shall be made to all employees through direct transfer to their respective bank accounts. It is the responsibility of the agency to obtain the performance-cum-attendance report from the Authorized Officer by 5th of the succeeding month.

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

- xiv) The Agency's personnel shall not claim any benefit / compensation / absorption / regularization of services in this Trust under the provision of Industrial Dispute Act, 1947 of contract labour (Regulation & Abolition) Act, 1970. Undertakings from the person to this effect will be required to submit by the Agency to this office.
- xv) The Agency will indemnify EHS & JHS, AHCT of all legal obligations to its employees deputed to work on sites of EHS & JHS, AHCT.
- xvi) The Agency shall be contactable at all times and message(s) sent by email / fax / Special Messenger / phone from the Department shall be acknowledged immediately on receipt of the same day.
- xvii) The individual sent by the outsourcing Agency are eligible for 15 days Casual Leave per year or proportionately to the actual outsourcing period and there shall not be any reduction from the remuneration due to availing of such Casual Leave.
- xviii) The Women employees are eligible for 120 days Maternity Leave without paying remuneration for the said period.
- xix) If for any reason a personnel deployed by the Agency, proceeds on absence he/she should properly intimate the Authorized officer & the concerned Administration before such absence or in case of medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she would be absent. The Agency shall provide a substitute after due interview and approval of CEO, EHS & JHS, AHCT in case the absence period is (07) days or even earlier.
- xx) It is the responsibility of the outsourcing agency to remit statutory remittances such as Employees Provident Fund Contributions, ESI Contributions, GST, Professional Tax, etc. as per rules. The employer contribution of EPF, ESI and GST will be released by CEO, EHS & JHS, AHCT. No additional amount other than the commission will be paid to the Agency. However, a certificate and paid challans as proof of payments should be produced by the Agency regarding proper remittance of EPF, ESI, GST, Professional Tax etc. for release of payment for subsequent month.
- xxi) The Invoice raised /claim for work bill should be on actuals.
- xxii) The successful Bidder has to deploy one candidate who knows all statutory provisions and day to day activities to monitor employees.
- xxiii) The employees of the Agency would have to work 6 days a week except Sundays and other specified gazetted holidays from 9.15 am - 5.30 pm. However, CEO, EHS & JHS, AHCT may stagger the working hours or direct the employees to work on Sundays/holidays duly granting them compensatory off.

- xxiv) The employee shall be governed by the usual office secrecy rules and regulations and under any circumstances shall not disclose to any unauthorized person any information/data that he/she may have by virtue of his/her position in the office/Centre. This is also applicable after leaving EHS & JHS, AHCT.
- xxv) All employees to be sponsored shall be locals of Telangana State. The nativity certificate from 4<sup>th</sup> class to 10<sup>th</sup> class/standard needs to be enclosed with resumes.
- xxvi) Rule of Reservation should be followed. Hence, SC/ST/BC/OC certificates have to be enclosed with the resumes while sponsoring the employees.
- xxvii) Professional Indemnity Insurance should be covered to the Doctors by the Agency.
- xxviii) Any damages occurred to equipment, furniture, etc. due to negligence on the part of any employee, the Agency should bear the loss on the damage.

**20. Force Majeure:**

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

**21. Termination of contract:**

The designated officer of EHS & JHS, AHCT reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of Agency, with an advance notice of three months failing which agency is liable to pay liquidated damages besides forfeiture of Security deposit or Performance Bank Guarantee.

**22. Termination for Default:**

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

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

**23. Right to Black List:**

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

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

Remuneration of each and every employee will be fixed category-wise by the CEO, EHS & JHS as per rules and the same will be released to the Agency.

The employees who are eligible under coverage of EPF i.e. the employees who are drawing salary below Rs.15000/- will be paid employer share of EPF contribution along with administrative cost @ 13.15% on gross amount. The employees who are drawing remuneration above Rs.15000/- will not be covered under EPF as per EPF rules in vogue.

The employees who are eligible under coverage of ESI i.e. the employees who are drawing salary below Rs.21000/- will be paid employer share of ESI contribution @ 4.75% on Gross Amount. The employees who are drawing remuneration above Rs.21000/- will not be covered under ESI as per ESI rules in vogue.

The CEO, EHS & JHS will release applicable GST on the gross amount to the agency.

The ceiling amount in respect of EPF and ESI will be changed as per the rules as and when modified by the concerned authority.



As above the total payment shall be calculated as below;

- A. Gross Remuneration of the employees Plus +
- B. Commission of agency on Gross Amount Plus +  
(Gross Remuneration amount only)
- C. EPF employer share (for eligible employees) Plus +
- D. ESI employer share (for eligible employees) Plus +
- E. GST on Gross Amount (as per rules).

The Agency has to pay the remuneration to each employee released by the EHS & JHS without any further deductions. The net amount of employee shall be paid as below:

A	Gross Remuneration	As released by EHS & JHS
B	Less : EPF Employee Share	12% on gross remuneration (employees drawing less than Rs.15000/- remuneration )
C	Less : ESI Employee Share	1.75% on gross remuneration (employees drawing less than Rs.21000/- remuneration )
D	Less : Professional Tax	As per rules
	Net Amount	A - B - C - D
	Employer Share of EPF (released by EHS & JHS for eligible employees)	To be remitted to EPFO along with Employee Share
	Employer Share of ESI (released by EHS & JHS for Eligible employees)	To be remitted to ESIC along with Employee Share

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

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.

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

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

## **25. Penalty Clauses**

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

## **26. Arbitration**

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

27. **Applicable Law**

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

28. **Miscellaneous**

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

29. **Canvassing**

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

Sd/-

**Chief Executive Officer(FAC)  
Employees Health Scheme and  
Journalists Health Scheme  
Aarogyasri Health Care Trust**

**ANNEXURE - I****Staff Requirement for (14) Wellness Centres & Remuneration Details**

Sl. No.	Particulars	Qualifications	for Each Centre			For (14) Centres	
			No. of Emp.	Consolidated Remuneration per Month	Total Remuneration	No. of Emp	Total Remuneration
1	Medical Officer MBBS	MBBS	3	45000	135000	42	1890000
2	Medical Officer Specialists (Ortho/Cardiology/Any other)	PG in subject specialization	3	45000	135000	42	1890000
3	Ophthalmologist	MBBS/ PG in subject specialization	1	45000	45000	14	630000
4	General Medicine	PG-General Medicine	1	45000	45000	14	630000
5	Gynaecologist	MBBS(DGO) / PG (Gynec)	1	45000	45000	14	630000
6	General Practitioner	MBBS	1	45000	45000	14	630000
7	Dental Doctors	BDS/MDS	4	45000	180000	56	2520000
8	Paediatrician	MBBS (DCH) / PG (Paediatric)	1	45000	45000	14	630000
9	Radiologist	PG in Radiology	1	45000	45000	14	630000
10	Bio Chemist	Degree/PG in Bio-Chemistry	2	25000	50000	28	700000
11	Micro Biologist	PG in Micro Biology	2	30000	60000	28	840000
22	Senior Executive HR	MBA HR / Any PG with IT Skills	1	20000	20000	14	280000
12	Physiotherapist	Bachelor of Physiotherapy	2	17500	35000	28	490000
13	Lab USG(Ultra Sound)	Inter + DMLT USG	1	17500	17500	14	245000
14	Pharmacist	D-Pharmacy/ B-Pharmacy	3	17500	52500	42	735000
15	Lab Technician	Inter + DMLT	4	17500	70000	56	980000
16	Radiographer	BSc(Radiography)	1	17500	17500	14	245000
17	GNM (Nurse)	Inter + Nursing	3	17500	52500	42	735000
18	Computer Data Entry	Any Degree + Computer skills	4	15000	60000	56	840000
19	Dental Assistant	Intermediate	2	12000	24000	28	336000
20	Ward Boy / Office Assistant	SSC	3	12000	36000	42	504000
21	Electrician	SSC / ITI / Experience in Electrical works	1	12000	12000	14	168000
	<b>Grand Total</b>		<b>45</b>		<b>1227000</b>	<b>630</b>	<b>17178000</b>

Note: Doctors who are registered with Medical Council of India only eligible for Doctor Posts.

**CHECK LIST FOR PRE-QUALIFICATION BID**

<b>Sl. No.</b>	<b>Documents attached</b>	<b>Details</b>	<b>Compliance (Y/N)</b>
1	Tender Process Fee of Rs.2000/- in the form of Account Payee Demand Draft/Banker's Cheque		
2	<b>EMD amount of Rs.5,00,000/-</b> in the form of Demand Draft or Bank Guarantee from any Nationalized Banks / Commercial Banks / Scheduled Banks		
3	Copy of Certificate of Registration of the Company / Partnership Deed (in case of Partnership Firm)		
4	Copies of Income Tax Returns for the last three years duly authenticated.		
5	Copy of audited Balance Sheets for the last three years (Turnover should not be less than one crore) (Annexure-PQ1)		
6	Copies of authorized current documents in connection with registration of the under GST		
7	Copy of Certificate of Registration of ESI		
8	Copy of Certificate of Registration of EPF		
9	Copy of the PAN Card		
10	Copy of Contract Labour License for supply of Man power as Contract Labour (R&A Act, 1970 and Rules, 1971)		
11	An undertaking on letter head of agency that the bidder is following all directives of the Government, applicable to itself (bidding firm) and its employees		
12	Letter of undertaking on letter head of Agency stating that they have not been blacklisted by any Statement Government / Central Government / PSU for any reason in the last five financial years		
13	Copy of terms and conditions duly signed by the bidder with seal of the firm, in token of acceptance of terms and conditions		

**Signature of the Bidder,  
Seal of Agency.**

**ANNEXURE - PQ 1**  
**Particulars of turnover of vendor in Revenue**  
(To be enclosed with Pre- qualification Bid )

Financial Year	Total Turnover on providing outsourcing services in Rs.
2014-2015	
2015-2016	
2016-2017	

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

(Signature & seal of the Bidder)

**ANNEXURE-T 1**  
**BIDDER PARTICULARS**  
**(To be enclosed with Technical bid)**

SNo	Description	
1	Name of the Company / Institute / Agency / Firm	
2	Registered Postal Address	
3	Year of establishment	
4	Registration or license No.	
5	Ownership (Company / Agency / Firm / Partnership Firm)	
6	Name of the Proprietor(s) with Designation Contact Nos. / Email Address	
7	Name, Designation & Address of the officer to whom all references shall be made regarding this tender enquiry Contact Nos. / Email Address	

**ANNEXURE-T2**  
**STATEMENT OF DEVIATIONS FROM TERMS AND CONDITIONS**  
**(To be enclosed with Technical Bid)**

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

**Date**

**Signature of Bidder  
& Seal of Agency**



**ANNEXURE-T3**  
**LIST OF CUSTOMERS TO WHOM SIMILAR SERVICES RENDERED**  
**(To be enclosed with Technical Bid)**


**Date**

**Signature of Bidder  
& Seal of Agency**

**ANNEXURE-T4**  
**AGENCY / VENDOR PROFILE**  
**(To be enclosed with Technical Bid)**

**Date**

**Signature of Bidder  
& Seal of Agency**

**ANNEXURE - T5**

**ANY OTHER DOCUMENT REQUIRED AS PER VARIOUS CLAUSES AND  
TERMS AND CONDITIONS MENTIONED IN THE TENDER DOCUMENTS  
(To be enclosed with Technical Bid)**

**Date**

**Signature of Bidder  
& Seal of Agency**

**ANNEXURE – T6**  
**Check List for Technical Bid**  
**(To be enclosed with Technical Bid)**

Sl. No	Annexure No.	Description	Enclosed (Y/ N / NA)
1	T1	Bidder Particulars	
2	T2	Statement of Deviation from Tender Terms and Conditions	
3	T3	List of Customers to whom similar services rendered/ are being provided. Legible copies of documents of work orders, service agreements etc. in support of agency's experience for the last three years in providing such services in government/ public sector undertakings / autonomous bodies / reputed private companies / organizations. Documentary evidence three similar completed works, each costing not less than Rs.1.00 Crore, at least one order per year during the last three years have to submitted.	
4	T4	Agency / Vendor Profile	
5	T5	Any other document required as per various clauses and terms and conditions mentioned in the tender document.	
6	T6	Check List for Technical Bid	

(Signature of Bidder  
& Seal of Agency)

**ANNEXURE – C 1**  
**BID LETTER**

(To be enclosed with Commercial Bid)

To,  
The Chief Executive Officer,  
Employees Health Scheme and  
Journalists Health Scheme,  
Aarogyasri Health Care Trust,  
Markfed Bhavan, Jambagh,  
**HYDERABAD.**

Sir,

Sub:- Tender for providing of outsourcing servicing at (14) Wellness Centres in the State under EHS and JHS scheme – Regarding.

Ref:- Your Tender No. EJHS/Admn/19/2017 dt. 26-08-2017

-oOo-

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

6. Certified that the Bidder is:

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

or

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

or

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

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

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

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

Signature of Bidder & Seal:

Details of Enclosures:

Full Address:

Telephone No:

Fax No:

E-Mail Address:

**ANNEXURE – C2**

**PRICE-SCHEDULE**

(To be enclosed with Commercial Bid)

To,  
The Chief Executive Officer,  
Employees Health Scheme and  
Journalists Health Scheme, Aarogyasri Health Care Trust,  
Markfed Bhavan, Jambagh,  
**HYDERABAD**

Sir,

Sub:- Tender for providing of outsourcing servicing at (14) Wellness Centres in the State under EHS and JHS scheme – Regarding.

Ref:- Your Tender No. EJHS/Admn/19/2017 dt. 26-08-2017

-oOo-

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

Bidding Agency's commission : \_\_\_\_\_ Percentage ( in number)

: \_\_\_\_\_ (in words)

**Note**

1. The employer share of EPF including administrative charges will be released by CEO, EHS & JHS as per prevailing EPFO rules, for the eligible employees only (as per EPFO rules).
2. The employer share of ESI will be released by CEO, EHS & JHS as per prevailing ESIC rules, for the eligible employees only (as per ESI rules).
3. Applicable GST shall be worked out on Gross Remuneration Amount as per prevailing government rules by CEO, EHS & JHS.
4. The Bill amount will be released by CEO, EHS & JHS as below :

Total Amount to be released to the Agency	=	Total consolidated remuneration + EPF employer Share + ESI employer Share + GST
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5. The Agency has to deduct Employee share of EPF, ESI from the remuneration of each employee and remit the Employee and Employer share to the EPFO and ESIC through challans in web portals.
6. Professional Tax has to deduct from gross amount of employee as per applicable rules.
7. 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: -09-2017

(Signature of Bidder  
& Seal of Agency)

**ANNEXURE – C3**

**CONTRACT FORM**

(To be enclosed with Commercial Bid)

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

WHEREAS AHCT is desirous that employees on outsourcing basis should be provided by [**Agency**] and has accepted a bid bearing No. EJHS/Admn/19/207 by the [**Agency**] for the provision of those services on a commission of \_\_\_\_\_ percent (In words \_\_\_\_\_ ) (hereinafter called the Contract Rate ).

**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) The Services;
  - d) The Terms and Conditions mentioned in the Tender Document;
  - e) 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 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 at the Contract rate, 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 Employer)

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

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

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (for the Agency )

For and on behalf of \_\_\_\_\_ [Agency]

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

**ANNEXURE – C4**  
**ANY OTHER DOCUMENT**  
(To be enclosed with Commercial Bid)

(Signature of Bidder  
& Seal of Agency)

**ANNEXURE – C5**  
**CHECKLIST FOR COMMERCIAL BID**  
(To be enclosed with Commercial Bid)

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

(Signature of Bidder  
& Seal of Agency)