

GOVERNEMENT OF INDIA
Office of the Additional Director
Central Govt. Health Scheme
K.S. Bhavan, Begumpet
HYDERABAD 500 016.

No. CGHS/Hyd/OS/2014

Date: 12-02-2014

**TERMS AND CONDITIONS REGARDING TENDER FOR PROVIDING
CONTRACTUAL PROFESSIONAL SERVICES AT CGHS, HYDERABAD.**

1. For and on behalf of the President of India, sealed tenders are invited by the Director, CGHS / Additional Director, CGHS, Hyderabad from registered and reputed agencies for providing the following professional services on contract basis for the CGHS, Hyderabad for a period of 12 months.

S.No	Name of the Post	Fixed emolument per position	Educational qualification & age & experience if any	Age Limit in years	No. of Vacancies
01.	Chowkidar	Rs.8600/-	1. Primary school pass 2. Should have skill to ride a bicycle experience. Ex-service man / experience in CGHS preferred.	18-59 Yrs	09
02.	Safaiwala	Rs.8600/-	1.Primary School standard 2.Experience in hospital /dispensary (SC/ST) preferable experience in CGHS	18-59 Yrs	07

2. Period of Contract:

The Contract will be awarded for a period of One Year from the date of issue of contract award and the rate at which the contract is awarded will be valid through out the contract period. The Contract can be extended for another year, if the services rendered were found satisfactory, and on the same terms and conditions if agreed by the both parties

3. Qualifying Requirement:

Only the firm / agencies having adequate experience in providing Health professionals / workers to reputed hospitals would be considered. A firm having any legal suit / criminal case pending against its proprietor or any of its directors (in case of any pvt. ltd. company) or having been earlier convicted for violation of PF/ESI/ Minimum wages Act. Or any other laws in force shall also not be eligible. The company should have the following valid documents.

1. Registration with Government.
2. Details of the employed human resources with the company.
3. Audit balance sheet for last three years.
4. Latest Income Tax certificate.
5. Registration with ESI & EPF authorities.
6. Bankers certificate regarding credit worthiness.
7. PAN number.

4. BID documents:

- I) The tender should be submitted in the proforma given in Annexure –I. The bid/tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft drawn in favour of Additional Director, CGHS, Hyderabad issued by Nationalized bank payable at Hyderabad. Sealed tender in the prescribed form in an envelop duly super scribed "Tender for engagement of Contractual staff for CGHS" addressed to the Additional Director, CGHS, K.S. Bhavan, Begumpet, Hyderabad 500 016.
- II) The tender received without EMD or incomplete in any respect shall be summarily rejected and no tenderer shall have any right to represent. Tenders received along with EMD in the form of Cheque / cash will not be accepted / considered.
- III) Late / delayed tender due to any reason whatsoever will not be accepted / considered at all under any circumstances. The time shown in clock of Additional Director chamber will be taken as standard.
- IV) The EMD will be forfeited if the vendor withdraws or amends, impairs and derogates from the tender or fails to execute duties on time as per

- directions of the Additional Director, CGHS in any respect within the period of validity of tender.
- V) EMD will be refunded to the unsuccessful tenderer within 30 days from the date of issue of work order to the successful tenderer and no interest would be paid thereon, EMD of the successful tenderer will be released only after the firm concerned deposit with CGHS necessary Security deposit mentioned in Para No.5. .No interest will be paid on the EMD / Security deposit.
- VI) Tender(s) incomplete in any respect are liable to be rejected without assigning any reason thereof. The CGHS also reserves the right to accept or reject any tender, in whole or in part thereof without assigning specifying any reasons thereof. There shall be no obligation on the part of the CGHS to inform the unsuccessful tenderer of the outcome of the tender process.
- VII) The tender should be submitted in two sealed cover
- i) The sealed cover should be super scribed **TECHNICAL BID.**
 - ii) The second sealed envelop should be super scribed **PRICE BID.**
Both the sealed envelops should be placed inside the main sealed envelop super scribed "Tender for supply for contractual staff".
 - iii) The last date of submission of the tender is 13-03-2014 at 3.00 PM & the Technical bid will be opened on same day at 4.30 PM & Price bid will be opened on a day to be decided for those who qualify the Technical Bid. One member duly authorized is allowed to attend the commercial bid opening.

5. Other terms and conditions:

- I) The contract will remain in force for a period of 12 months from the date of award. On acceptance of the contract, the agency concerned shall have to deposit a sum of Rs.40,000/- towards Security deposit, which shall be interest free, within ten days from the date of acceptance of the offer. The agency concerned shall deposit the Security deposit in the form of Bank draft / Bank Gaurantee in favor of Additional Director, CGHS, Hyderabad.
- II) Director, CGHS / Additional Director, CGHS reserves the right to review the performance of the contractor every three months or whenever a need arises, and can terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory without any prior notice. The decision of the competent authority shall be binding on the contract firm. The Director, CGHS / Additional Director, CGHS further reserves the right to renew the contract for such periods as it may deem necessary, taking into account the satisfactory performance of the firm during the currency of the contract.
- III) The maximum payable amount stated against each position should be consolidated one. The intended agencies are required to quote their supervision / service charges both in figures as well as in words in Annexure –I only. Rate quotations in any format will not be considered / accepted.
- IV) The agency shall declare in writing that none of the partner is in any way related to any officials of CGHS.
- V) The selection of professional will be done by a selection committee duly constituted by the Director, CGHS / Additional Director, CGHS, Hyderabad strictly on the basis of the educational qualifications, age, experience etc. as per the Recruitment rules and regulation of the Govt. for this purpose and shall remain liable for any contravention thereof. Preference will be given to the persons who have minimum 5 years of experience on similar post, preferably with Government.
- VI) Deployed personnel should abide by the rules and regulations of the office.
- VII) The deployed persons have to perform a duty of eight hours on all working days. The attendance register is to be maintained by the agency and duly initialed by the In-charge.
- VIII) All wages and allied benefits like PF, Bonus, ESIC etc are to be paid by the "Agency". Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Government for this purpose and shall remain liable for any contravention thereof. Agency shall have to abide by the minimum wage as per law to the member of staff employed by them in the campus of the " Employer".

6. Terms and Validity:

- I) The terms of contract will be for a period of one year initially.
- II) The “ Employer” may terminate the contract at any time without notice in the event of gross negligence of duties. The decision of the Employer in this regard shall be final and binding on the Agency.
- III) For reasons other than mentioned in the clause above the contract can be terminated by either party by providing clear two months notice in writing.
- IV) The engagement of service is purely on contract basis. And the dealing in this regard will be only between the agency and the Director, CGHS / Additional Director, CGHS. Hence the deployed persons by the agency will not be construed as the employee of the CGHS. This contractual engagement will not confer any right of the persons deployed by the agency to claim any temporary / regular employment on the Employer.
- V) The personnel engaged are not entitled for any leave. If leave is taken, payment has to be adjusted on pro rata basis.

7. PENALTY:

If, the service undertaken by the agency is not up to satisfaction.

- A. Director, CGHS / Additional Director, CGHS, Hyderabad may at its own discretion impose financial penalty on the Agency or
- B. Full or part of the amount of the bill will be withheld / deducted from the monthly bill or security deposit as the case may be without any notice.
- C. The agency shall provide replacement within 7 days of any person on long leave, poor performance or leaving the job due to his / her personal reasons at no extra cost. In case of delay penalty amounting to double the salary of the concerned employee may be charged. In case of long leave (more than 7 days) suitable replacement should be provided.

8. Payment :

The payment would be arranged to the Agency through Director, CGHS / Additional Director, CGHS by way of demand draft after submission of the proper pre receipted bill in triplicate along with copies of ESI & EPF deposited and a copy of the attendance register for the month duly certified by the authorized representative of the Employer. The bill will be cleared for payment after due process at the level of the Pay and Accounts Office, Ministry of Health & FW Chennai. No interest shall be paid or can be claimed by the Agency for delayed payment. Tax deducted at source will be made from each bill at the rate prescribed by the Government from time to time.

9. Arbitration :

In case of any dispute arising out of his contract / award of work between the Employer and the Agency the matter shall be sent to able arbitration of an enquiry committee which shall be appointed by the Director, CGHS / DGCGHS, New Delhi / Additional Director, CGHS, Hyderabad. The award of arbitrators decision shall be final. The submission shall be deemed to be submission to arbitration under the meaning of Arbitration Act -1940 or any statutory modification thereof for the time being in force.

Sd/-
Additional Director
CGHS, Hyderabad

ANNEXURE – I
TECHNICAL BID

1. Name of the service provider / agency :
2. Address with Telephone No, Fax No, E-mail:
3. Contact person's name:
4. Copies of following documents:
(Mandatory)
Agency Registration Certificate
EPF Registration
ESI Registration
5. Service Tax Registration
(Optional)
Income Tax clearance, if any
Sales Tax clearance / VAT, if any
Experience Certificate in providing manpower for office / horticultural field work, if any
PAN Card, if any
Proof of Bank A/c Number, if any

Enclosed (YES / NO)
(Yes / No : Annexure -1)
(Yes/ No : Annexure -2)
(Yes/ No : Annexure -3)
(Yes/ No : Annexure -4)

Annexure
Annexure
Annexure
Annexure
Annexure
6. Details of staff employed by the agency for its business operation (categorywise)
if any.
7. (a) Whether the firm has any legal suit / criminal case pending against it for violation of
EPF/ ESI / minimum wages act or other laws (give details).
(b) The agency must enclose a certificate indicating that there is no criminal / legal suit
pending or contemplated against them. Enclosed :
(a) (Yes/No : Details attached / Not applicable)
(b) Yes : Annexure
8. Whether Bid Security / EMD is enclosed, if so provide details thereof DD No
.....Dt..... Name of the issuing Bank

Declaration

I / We hereby certify that the information furnished above is correct & true to the best of our knowledge. I / We understand that in the event of information being found false at any stage, the agency will be blacklisted and will not have any dealing with the CHES in future.

Dated:
Place:

**SIGNATURE OF AUTHORISED
SIGNATORY WITH SEAL.**