



**DIRECTORATE OF MEDICAL EDUCATION AND TRAINING
U.P. JAWAHAR BHAWAN 6th FLOOR, LUCKNOW -226001**

**TENDER FOR EMPANELMENT OF AGENCIES TO PROVIDE PERSONNEL
ON OUTSOURCING BASIS**

The DIRECTORATE OF MEDICAL EDUCATION AND TRAINING U.P., requires manpower services at MLN Medical College Prayagraj, BRD Medical College Gorakhpur, MLB Medical College, Jhansi LLRM Medical College, Meerut, Autonomous State Medical College Basti, Autonomous State Medical College Bahraich, Autonomous State Medical College Ayodhya, Autonomous State Medical College Shahjahnpur, Autonomous State Medical College Firozabad, Govt. Medical college Banda, Govt. Medical college Azamgarh, Govt. Medical College, Jalaun and Govt. Medical college Saharanpur. E-tenders are invited from reputed firms/organizations subject to the Terms & Conditions in the tender document. The last date for receipt of tender documents is 27 February 2019.

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| Tender Notification No. | : ME-05/2019/40 |
| Tender fee | : 2000 +18%(GST) in form of DD in favor of Director General Medical Education, U.P. |
| Name of the Work | : Providing Manpower on outsourced mode |
| Service Location | : Prayagraj, Gorakhpur, Meerut, Jhansi, Basti, Bahraich, Ayodhya, Shahjahnpur, Firozabad, Banda, Azamgarh, Jalaun and Saharanpur |
| Estimated cost of Service | : Rs. 10.00 Crores |
| Earnest Money Deposit Amount | : Rs. 20.00 Lakhs |
| Period of Contract | : 2 years on year to year basis subject to quality service |
| Last date / Time of submission Address for submission of Bids | : The Director General, Medical Education and Training, Uttar Pradesh, 6th Floor, Jawahar Bhawan, Lucknow |

1. Interested bidders should ensure that they fulfill all the terms and conditions mentioned in the tender before uploading their bids.
2. Interested bidders may prepare tender in two parts. Containing Annexure II, II (A), III, & EMD with supporting documents must be submit their e-bid in packet 1 "*Technical bid*". The financial bid in Annexure II should be in another packet 2 "*Financial bid*".
3. The weightage for "Business Bid" and "Financial Bid" will be 70% and 30% respectively.
4. If any clarification is required with regard to tender conditions, technical/financial bids they may seek clarification through post addressed to The DIRECTOR GENERAL, MEDICAL EDUCATION AND TRAINING U.P. JAWAHAR BHAWAN, 6th FLOOR, LUCKNOW 226001 or email (dgmededu@gmail.com) on before 15 February 2019. The reply will be updated in the web site: <http://www.updgme.in>
5. The last date/time for e-tendering(submission/uploading) shall be 27 February 2019 up to 14:00 hours. The Technical Bid will be opened on 27 February 2019 at 16:00 hours in the presence of the bidders or their authorized representatives. The date of opening of financial bids will be notified later. If the office happens to be closed on the last date of receipt of the tender as specified, the tenders will be received and opened on the next working day at the same time and venue.
6. DGME, UP reserves the right to relax, modify & expand the conditions, restrict, scrap, refloat or cancel in whole/part, the tender process at any stage without assigning any reasons. Decision of DGME, UP in this regard shall be final and binding. Delivery of the responses to this notice inviting tender (along with documents) at the prescribed address will be the sole responsibility of the bidder.
7. Conditional bids being not permissible shall be summarily rejected.

8. **Bid Submission Procedure for this Tender**

The bids for this tender have to be submitted in accordance with the instructions given below:

(a) **Online Submission**

| | |
|-------------------|---|
| Packet – 1 | <p>The file should be saved in a PDF version and marked as:</p> <p>"EMD_<Bidder's Name>.pdf" and should comprise of the following items:</p> <ul style="list-style-type: none">• Scanned copy of Covering Letter as per Annexure-II: COVERING LETTER FOR BID• Scanned copy of EMD/Relevant Registration Certificate in case claiming exemption from EMD.• Scanned copy of Power of Attorney/Board Resolution in the name of the person signing the bid <p>Technical_<Bidder's Name>.pdf" and should comprise of the following items:</p> <ul style="list-style-type: none">• Documents required as per the Eligibility Evaluation Criteria• Documents required as per the Technical Evaluation Criteria <p>The PDF file not containing the above documents or containing the financial bid in the explicit / implicit form will lead to rejection of the bid.</p> |
| Packet – 2 | <p>Bidder must upload the BOQ as per format uploaded on portal. Bidder must adhere to terms and conditions and fill in the required details as desired through BOQ template</p> |

(b) **Hard copy Submission**

The bidder is required to submit the envelopes as required in the table below to the address mentioned in the "FACT SHEET" on or before the last date & time of submission of bid.

| | |
|--------------|---|
| Envelope – 1 | <p>The envelope should be super scripted as "EMD<Bidder Name><Tender No.>" and should comprise of the following:</p> <ul style="list-style-type: none">• Original Covering Letter as per Annexure-II: COVERING LETTER FOR BID• EMD• Original Power of Attorney/ Copy of Board Resolution in the name of the person signing the bid |
|--------------|---|

1. DGME, UP will not accept delivery of proposal in any manner other than that specified in this section. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
2. Bid submission (online or hardcopy as required above) must be uploaded/submitted on latest by the time as mentioned in the "FACT SHEET".
3. Eligibility/Technical proposal should not contain financial quote in any manner.
4. If any bidder does not qualify in technical evaluation, the Commercial proposal of that bidder shall not be considered for evaluation.
5. All pages of the bid being submitted must be sequentially numbered by the bidder.
6. DGME, UP will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or online/hardcopy submission of the bids.


**DIRECTOR GENERAL
MEDICAL EDUCATION AND
TRAINING,
U.P.**

ANNEXURE - I

GENERAL CONDITIONS OF THE TENDER AND SCOPE OF SERVICE

1. GENERAL

1.1 The DIRECTORATE OF MEDICAL EDUCATION AND TRAINING U.P. requires manpower services in following categories at MLN Medical College Prayagraj, BRD Medical College Gorakhpur, LLRM Medical College, Meerut, MLB Medical College, Jhansi, Autonomous State Medical College, Basti, Autonomous State Medical College Bahraich, Autonomous State Medical College Ayodhya, Autonomous State Medical College Shahjahnpur, Autonomous State Medical College Firozabad, Govt. Medical college Banda, Govt. Medical college Azamgarh, Govt. Medical College, Jalaun and Govt. Medical college Saharanpur :-

2. SCOPE OF SERVICE

- 2.1 The scope of work generally consists of supplying manpower to perform nursing, pharmacy, technical, non-technical highly skilled, skilled, ministerial semiskilled, and unskilled jobs for 24X7. The job profiles which are merely indicative but not exhaustive are likely to vary and/or added depending upon need, tasks on hand and location of work. In case of more requirements, the contractor shall supply additional services on prior notice at the quoted rates.
- 2.2 The tentative number of out sourcing persons required are given below: -

| No Of Post | Stations | | | | | | | | | | | | |
|---|------------|------------|------------|-----------|------------|-------------|------------|------------|------------|-----------|-----------|-----------|------------|
| | Prayagraj | Gorakhpur | Jhansi | Meerut | Basti | Shahjahnpur | Ayodhya | Bahraich | Firozabad | Jalaun | Banda | Azamgarh | Saharanpur |
| Nursing | 56 | 56 | 42 | 56 | 175 | 175 | 175 | 175 | 175 | -- | -- | -- | -- |
| Class III Technical/ Non- Technical | 13 | 13 | 09 | 13 | 67 | 67 | 67 | 67 | 67 | 61 | 28 | 88 | 21 |
| Class IV | 196 | 196 | 148 | -- | -- | 125 | 125 | 125 | 125 | -- | -- | -- | -- |
| TOTAL | 265 | 265 | 199 | 69 | 242 | 367 | 367 | 367 | 367 | 61 | 28 | 88 | 21 |

Note:- No of manpower may be increased or decreased.

- 2.3 Job profile in each category, basic requirement of qualifications/experience and consolidated wages will be as follows.
- 2.4 Work parameters will be maintained according to department depending upon need.
- 2.5 It is to be noted that non-performance candidates, once reported by department shall be replaced by the vendor within 3 working days.
- 2.6 The standard working hours for the manpower deployed shall be 8 1/2 hours.
- 2.7 **Wages Payments-**The vendor will pay to all deployed persons on fifth of every month, the net monthly wages based on the attendance inputs given by the department on last day of every month. Wages must be credited directly to the bank accounts of deployed person.
- 2.8 **Attendance of deployed person-**It is Mandatory to install GPS Linked addhar enabled biometric attendance system (AEBAS) for each and every deployed person.

29. JOB DESCRIPTION FOR EACH SECTION:

The nature of work described below for each section is only indicative and not exhaustive:

Successful Tenderer shall have to provide following Outsourcing of Manpower service to Department.

- a) Nursing Services.
- b) Technician Services to run Laboratories, Operation Theatres, Radiation Sciences Services, dialysis Services and Therapeutic and Diagnostic Procedural Services.
- c) Physiotherapy Services.
- d) Pharmacy Services.
- e) Management of Patients Care Services, viz. M.S.W., Receptionist etc.
- f) Dietician Services.

Definition of services:

A set of actions as a part of service to the patient and patient related activities performed in one shift (out of 3 working shift in a day) by qualified personnel, possessing such qualification and experience as described with each service.

Details of each service is given below: -

1. NURSING SERVICES:

Details of nursing services to the patient and patient related activities which constitute unit nursing service.

Nursing services conceptionally contemplates the nursing-assessment, nursing diagnosis and nursing intervention in addition of carrying out the treating physician instructions.

Furthermore the nursing services also includes the effective and efficient participation in the infection control policy, cleanliness and sanitary services disposal of biological waste, dietary services and other patient care related general/specific hospital policies which are introduced from time to time by the hospital administration for better patient care.

"Details of each services provided in 8 hrs. shift forms the one unit of service. And such services are to be provided by the Successful Tenderer as specified for particular area and the service may range from one shift to all three shifts in a day".

Set of action :

1. Admission and discharge of patient.
2. Assistance and instructions to patients and their relations.
3. Giving sponge bath to the in bed patients including daily care of mouth, hair, eyes nails, and pressure points.
4. Four hourly or more frequent attentions to pressure points.
5. Bed making of all patients.
6. Assistance at distribution of diets, milk etc and feeding the patients.
7. Administration of medicines and injections to all patients.
8. Preparing for injections and assistance at administration of injections and clearing up.
9. Recording of medicines and injection given
10. Taking and charting of T.P.R. (Temperature, Pulse, Respiratory rate)
11. Rounds with doctors.
12. To perform technical procedures i.e. Enema, catheterization, dressings, irrigations, oxygen therapy, preparing for and clearing up after procedures.

13. Preparation for assistance in clinical tests and medical procedures.
14. Pre and post operative care of patients.
15. Urine testing.
16. Taking ECG of patients.
17. Collecting, labeling and dispatching of specimens.
18. Care of dying and death.
19. Escorting patients to and from departments and Operation Theater.
20. Handing over and taking charge on change of duties.
21. Keeping the ward clean and tidy.
22. Preparation of Surgical supplies, sets and instruments etc.
23. Routine care and cleaning of dressing trolleys, cupboards, apparatus and mackintoshes etc.
24. Writing report of critical, serious and VIP patients in the absence of sister in-charge, to prepare daily census.
25. Care of clean and soiled linen.
26. Disinfection of articles and instruments.
27. Control of visitors.
28. Demonstration and guidance to student nurses and domestic staff.
29. Supervision of domestic staff.
30. Taking inventories and recording.
31. Assistance in orientation of new staff.
32. Participation in staff education and staff meeting.
33. Any other duties related to nursing service by superiors from time to time.

2. TECHNICIAN SERVICES -

Following type of technician services are required: -

1. Anesthesia Technology
2. Blood Bank Technology
3. Cardiac Care Technology
4. Dialysis Technology
5. Endoscopic Technology
6. Intensive Care Unit Technology
7. Medical Laboratory Technology
8. Neuro Technology
9. Operation Theatre Technology
10. Optometry & Refraction Technology
11. Physician Assistant
12. Respiratory Therapy Technology
13. Radiography & Imaging Technology
14. Radiotherapy Technology
15. Nuclear Medicine Technology etc.

A. LABORATORY TECHNICIAN SERVICES :

Scope of Service –

1. Include- daily equipment/instrument upkeep and maintenance as per manufacturer guidelines and as defined by the department.
2. Sample Collection, handling and processing as per requirement of each specific test.
3. Quality control of investigation process as defined by the department.
4. Collection and interpretation of laboratory data and entering the results into HIS under the guidance and supervision of faculty member/HOD of concerned Lab.
5. Preparation of Reagents, media and stains as per department guidelines/ instructions.
6. Maintenance of accurate records of laboratory data and keeping the secrecy of the results.
7. Providing assistance to laboratory doctor in carrying out special advanced laboratory investigation.
8. Carrying out other laboratory related work which are not specified above but limited to laboratory work only.

B. OPERATION THEATRE TECHNICIAN SERVICES

Scope of Service– Operation Theatre Technician Services include –

1. Up-keep and maintenance of equipment/instruments of operation theatre as per manufacturer guidelines and as per instruction of department.
2. Receiving the patient along with records in operation suit/endoscopy suit/ other areas where procedures are done.
3. Pre-procedures/pre-operation preparation which includes keeping the equipment and instrument in state of readiness laying out of trolley arrangements of drugs and consumables as per requirement of operation/ procedure/Anaesthesia.
4. Record keeping of items used and return of un-used items.
5. Shifting of patients along with records to the care of others in other defined area.

C. RADIATION SCIENCES TECHNICIAN SERVICES -

Scope of Services – Radiation Sciences technician services include –

1. Daily equipment/instrument up-keep and maintenance as per manufacturer guidelines and instructions from the department.
2. Taking X-Rays as per requirement of patients and assisting Radiologist in special Radiological Procedures like MRI, DSA, CT and other interventional procedures.
3. Pre-procedures preparation which include keeping the equipment in state of readiness, laying out of trolleys and arrangements of drugs and consumables as per requirement of procedure.
4. Record keeping of items used and return of un-used items.
5. Record keeping of X-Ray Films.
6. Safe receiving and shifting of patients from procedure room to other areas as per guidelines and instructions.
7. Observing all safety measurement/actions as defined by the regulatory authority i.e. BARC for safety of patients and care givers.
8. Handling of Radio-isotopes as per norms/guidelines given by the BARC.

3. PHYSIOTHERAPY SERVICES

Scope of Services –

Physiotherapist services include:

1. To provide physiotherapy services to indoor and outdoor patients which includes examination, diagnosis, interventions and advice preparatory to or for the purpose of movement dysfunction, bodily malfunctions, physical disorder and disabilities, healing and repair from trauma & diseases, physical and mental condition and pain by using physical agents as exercises, mobilizations, manipulation, mechanical and electrotherapy and some special physiotherapy techniques.
2. To provide health promotion in acute and chronic musculoskeletal problems, undertake respiratory care, cardio-vascular rehabilitation and helps patient with neurological diseases and disorders.
3. To provide physiotherapy services to post op. patient to prevent and minimize the post surgical complications.

4. Pharmacy Services:

Scope of Services:

Pharmacist services include following but not limited to as the scope of service may change whenever the administration may feel appropriate in the interest of patient care.

1. Preparation and updation of the list of drugs, consumables & disinfectants used in the hospital.
2. Effective inventory management of these items.
3. Drawing and distribution of drugs.
4. Data keeping of all activities.
5. Proper storage of those items and their security.
6. Expiry control as per department rule.

4. Patient Care Service Management –

Following Clinical Services in different parts/areas of hospital needs managerial/ executive inputs to manage these services:

- A. Registration.
- B. O.P.D. bay management and carrying out activities related to that area.
- C. Ward management service provider will be responsible for following activities:
 - i. Reception of patient in the Ward.
 - ii. Admission & discharge.
 - iii. Drugs & consumables requisition.
 - iv. Inter departmental referrals.
 - v. Arrangement for investigations.
 - vi. Arrangement for Transport for patients from one area to other area.
 - vii. Patient counseling.
 - viii. Housekeeping.

Patient Care Services Management should be provided through personals with following qualifications and experiences:

- *First or good 2nd class Masters Degree in Social Work/ Sociology or Psychology. Preference will be given to those candidates who have an experience of similar work in a large teaching hospital with knowledge of Computer Operation.*

6. Dietician Services -

Scope of Services

It includes providing for whole range of Dietary Services which invariably includes the OPD Services, IPD Services and Therapeutic & Normal Diet Preparation in Kitchen but is not limited to this and will also include all other tasks which are being done by the Dietician in any hospital setting.

- 2.9 I- Qualification and experience for selection of CLASS III manpower will be decided by DGME, U.P.
II- Qualification of class IV manpower will be equivalent to Govt. of U.P. services.

3. QUALIFYING CRITERIA

The criteria to be fulfilled for qualifying in Technical bid will be as follows:

3.1 The bidder should:-

- (i) Be a profit making reputed firm /company or society having proven experience in financial years 2015-16, 2016-17 and 2017-18 for providing manpower services in Medical Health Sector for Central Govt./ State Government/ PSU/Autonomous bodies/ etc without being blacklisted by any such organization;
- (ii) Have satisfactorily executed during the last three completed financial years (2015-16 to 2017-18) of
 - (a) Three similar contracts each of value not less than 40% of Estimated Cost
 - OR
 - (b) Two similar contracts each of value not less than 60% of Estimated Cost
 - OR
 - (c) one similar contract of value not less than 80% of Estimated Cost.

("Similar Contract" means supply of manpower with work nature of Nursing, Pharmacy, technical, Highly skilled, Skilled, Semi Skilled, Unskilled, Dietician. Supply of manpower other than the above work nature shall not be considered as similar work.)

Self-attested copies of orders/contracts and completion certificate(s) from client(s) must be attached in support of the claim. Supporting documents indicating the value of each contract should be attached.

- (iii) Have valid PAN/TAN/ GST Number as well as Deployed Provident Fund and ESI registrations;
- (iv) Be an Income Tax assesses consecutively during three assessment years i.e. Fys of 2015-16, 2016-17 and 2017-18 based on final accounts duly audited and certified by Chartered Accountant;
- (v) Not have any pending litigation with any Government institution on account of similar services (attach self-certificate);

- (vi) Give an Earnest Money Deposit (EMD) in the form of Account Payee Demand Draft/Banker's Cheque, Fixed Deposit Receipt or Bank Guarantee in favor of "Director General, Medical Education U.P." for an amount of Rs 20.00 Lakhs. (Rupees Twenty lakhs) on any Scheduled Bank along with the bid and Produce proof of fulfilling the requirements (i) to (vi) above with other required certificates.

- 32 The EMD will stand forfeited if a bidder, after emerging the winner does not sign the contract within a fortnight of delivery of letter of intent or withdraws his bid during the period of bid validity and/or submits false/forged/counterfeit documents/undertaking.
- 33 An affidavit duly certified by a Notary that there is no ongoing criminal case /vigilance enquiry/labor disputes against the Firm/ Partners/ Proprietor/ Society/ Director of the Company and he/she has never been convicted or punished by any Hon'ble Court of Law on given format at Technical Bid.(Annexure -IV A)
- 34 **Blacklist Affidavit**-The bidder has not been debarred and/or blacklisted by any central government/any state government department (*during FY 2015-16 to 2017-18*) and the bidder should not have any litigation in any of labor court. An affidavit on Non-Judicial stamp papers Rs. 10/- duly notarized shall be enclosed with the technical bid to that effect.

4. **EVALUATION OF TECHNICAL BID**

- 41 The bidder is precluded from contacting any official of DIRECTORATE OF MEDICAL EDUCATION, U.P. after opening the tender until the contract is awarded. Any effort to influence may lead to rejection of the bid of the company/firm.
- 42 DIRECTORATE OF MEDICAL EDUCATION, U.P. will constitute a Tender Evaluation Committee (TEC) to carry out the entire evaluation
- 43 TEC will have no access to the Financial Bids till the competent authority accepts its recommendations on the Technical Bid.
- 44 The Technical Bids will be first evaluated based on responsiveness to the terms and conditions of tender. Only responsive bids will be taken up for detailed qualifying evaluation. Technical Bids will then be evaluated as per criteria defined in Annexure VI. At this stage, the financial bids will remain unopened.

5. **FINANCIAL BID**

- 51 The rates should remain firm for three years except for statutory levies. The service charges should be quoted in percentage basis in figures and words in Financial Bid (Annexure - V). Any overwriting / Correction should be attested by the Bidder. The Service Charges (%) shall not be less than the 5 percentage. Non- conformity to this condition, will lead to rejection of bid.

6. **EVALUATION OF FINANCIAL BID**

- 61 Financial Bids of only those accepted by the competent authority to be 'qualified' will

be opened. The bidders who are declared 'qualified' in the first level evaluation will be notified on the date and time of opening of financial bid on website. Such bidders or an authorized representative may choose attend the bid opening at the prescribed appointed time. The qualifying score and rates in the financial bid will be read aloud.

- 62 TEC shall conduct evaluation of Financial Bids and assign score as in Annexure VII. Computational errors, if any will be corrected by the TEC. On such correction, if there is variation between a partial amount and the total amount or words and figures, the former will prevail.

7. FINAL EVALUATION

- 7.1 After opening and evaluation of Financial Bids, final evaluation will be made based on the maximum scores obtained in Technical and Financial bids. For this purpose, 70 % weightage will be assigned for Technical Bids and 30 % for Financial Bids as shown in Annexure -VIII.
- 7.2 In the event of tie in final score, the bidder who has a higher score in the Technical bid will be taken as L1.

8. TERMS & CONDITIONS OF THE CONTRACT

- 8.1 The Successful Bidder/ Manpower Contractor shall have its registered office / branch in Lucknow or in the revenue division of the respective medical college (Proof of existence such as rent agreement, certificate of incorporation etc should be furnished by the successful bidder).
- 8.2 An agreement with detailed terms and conditions as prescribed shall be executed by the bidder within 10 days of receipt of the letter of intent from DGME, UP. All the terms and conditions in the TENDER document and its annexures will constitute part of the contract between the chosen Contractor and DGME, UP.
- 8.3 The offer should remain firm for 90 days from the last date of submission of tenders. The selected is expected to commence the assignment at Prayagraj, Gorakhpur, Meerut, Jhansi, Basti, Bahraich, Ayodhya, Shahjahnpur, Firozabad, Banda, Azamgarh, Jalaun and Saharanpur, on the date in the letter of intent to be issued on the terms and conditions specified therein.
- 8.4 The term of contract will be for two years in such a way that the work will be awarded initially for one year extendable on year-to-year basis up to two years subject to the DGME, UP being satisfied of the quality of performance of the Contractor.
- 8.5 The Manpower contractor may follow the below steps for Manpower other than class IV:-
- 8.6 Design a scoring system for evaluating candidate performance
- 8.7 Electronic data entry to create a database of all candidates
- 8.8 Screen the application received
- 8.9 Prepare a short list of candidates and forward it to DGME, U.P. for view.
- 8.10 Conduct the online and/or practical hands on test for short-listed applicants in supervision of any official nominated by the Director General Medical Education, U.P.

- 8.11 Send call letters to all short-listed applicants and also prepare a waiting list for future replacement.
- 8.12 Payroll management.
- 8.13 Release the final results on the authorized websites and other media.
- 8.14 The Manpower contractor may follow the below steps for Manpower class IV
- 8.15 Deployed person must be mentally and physically fit.
- 8.16 That there is no ongoing criminal case/or past criminal record son deployed person.
- 8.17 In case of any exigency to the DGME, U.P. the Contractor must provide required personnel for shorter durations also. The Contractor shall remain contactable all times for messages by phone/ E- mail/ Fax/ Special Messenger by acknowledging them the same day.
- 8.18 DGME, U.P. does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract.
- 8.19 The Contractor shall provide and insist on bearing Identity cards.
- 8.20 Uniforms & Cost: Contractor shall provide two sets of uniform to his worker (s) for all the male and female and insist to bearing while on duty. The uniform must have printed/embroidered the name of the service providing agency, name of deployed person and designation. NO SEPARATE PAYMENTS SHALL BE MADE FOR SUCH THINGS. THE BIDDER MUST CALCULATE AND INCLUDE SUCH EXPENSES INTO THEIR OFFERED SERVICE CHARGES. Manpower engaged in offices, workshops, laboratories must wear formal dresses and shoes during working hours.
- 8.21 DGME, U.P. reserves the right, if necessary in the interest of the organization, to relax any of the condition prescribed.
- 8.22 Local Conditions: It shall be the responsibility of the bidder to fully inform/acquaint/familiarized itself with local conditions and factors, which may have effect on the execution of services to be rendered under the contract. All bidder (s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions. The Department shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Department on the basis of any non-clarity of information about local conditions being pleaded by the bidder. Further, no claim for financial adjustment being made by the contract awarded on these bidders will be entertained by the Department.
- 8.23 The personnel to be deployed must be a citizen of India.
- 8.24 The personnel deployed by the service provider shall be on the pay roll of the service provider. In no case they shall be treated as regular/temporary Deployed of the Department and also have no right to claim for the same in present and future. The Service provider/agency shall be responsible for the labour engaged under this contract and deployed in the Department for all purposes. The manpower deployed at the

Department shall strictly comply with the instructions issued by the authorities and have no choice of place of duty and time.

- 825 In case of need the Department reserves the right to ask the deployed manpower to work in beyond duty hours and/or at night.
- 826 The agency service provider be responsible for all involved risks, liabilities and obligations arising out of this contract under any provisions of law in force from time to time. Under no circumstances the Department shall be held liable for any mishap, injury, accident, death (s) of supplied manpower during duty and even off-duty time. The manpower supply agency shall have all the responsibility in all cases. The Service Provider/Agency shall be liable to pay the compensation in accordance with the provisions of Act, Laws or Rule (as applicable) of land. In case of loss to the Department due to negligence of the manpower deployed the same may be recovered from the Service Provider/Agency.
- 827 This is totally prohibited as per instruction of Government of India. The bidder must comply with the Child Labour (Prohibition and Regulation) Act, 1986. Agency/supplier shall also ensure that the norms prescribed by the State and Central Human Rights Commission, Minimum Wages Act, Provision of Industrial Dispute Act or any such legislation (both State and Central Govt.) to the extent applicable are fully observed. Any violation or non-compliance shall be viewed very seriously resulting in penal action as well as termination of the contract depending on the seriousness of the violation.
- 828 Deployed workers MUST NOT SMOKE while working. If found smoking or consuming alcohol/intoxicated during duty hours then necessary suitable action will be taken by the department, which includes penalty on the manpower agency or immediate removal of the person or both.
- 829 During any kind of leave of outsource worker it will be responsibility of vendor to provide immediate replacement without any extra financial burden of the institution. The outsource workers provided by the vendor will not be entitled of any facility by the institution as given to regular employee.

9. INDEMNITY

The Contractor should agree to keep all working stations, indemnified and hold harmless against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of the Contract or arising from any breach or non-compliance whatsoever by the Contractor or any of the persons deployed by it pursuant thereof or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises.

10. CONDITIONS OF ENGAGEMENT

- 101 Services are to be provided for 24X7.
- 102 Attendance of the Deployed should be biometric.
- 103 The Outsourcing contractor shall be responsible for any commissions or omissions of the persons deployed through him.
- 104 Any revision/modification in the employer's contribution towards EPF, ESI and other regulations notified by State government from time to time shall be borne by the contractor immediately after the notification comes into effect and the same will be reimbursed by DGME, UP subject to extant regulations.

11. PERFORMANCE GUARANTEE

- 111 The successful bidder must submit performance security deposit irrespective of status of company/firm/Contract or equal to 10% of the value of the contract in the form of bank guarantee/ fixed deposit receipt (FDR)/Banker's Cheque/Demand Draft made in from a Scheduled Bank favoring of Director-General Medical Education U.P. covering the entire period of the contract.
- 112 The Performance Security Deposit must remain valid for a period of 60 days beyond the stipulated date of completion of the contract. In the event of further extension of contract, a revised PSD @ 10% of contract value must be given within two weeks of communication of decision.
- 113 The performance security deposit will be forfeited in case of non compliance of the terms of the agreement by the service provider.

BID REJECTION

12. Tenders are liable to be rejected if-

- (a) Any Tender/Bid received after the prescribed date and time as given in the Notice Inviting Tender.
- (b) Tenderer fails to enclose Tender Fee.
- (c) Tenderer fails to enclose EMD with Technical Bid.
- (d) Tenderers fail to submit their Bids on the format prescribed in this Tender document.
- (e) CORRECTION, ALTERATION AND OVERWRITING is found in the Financial Bid.
- (f) Any miscalculation is made in the financial bid (Annexure V)
- (g) Authenticity of any of the supporting document is found to be fabricated.
- (h) Tenderers try to influence any official of the Department in any manner.
- (i) Tenderer fails to provide Technical Bid and Financial Bid in separate envelopes.

- (j) Tenderer fails to submit Attested photocopy of Certificate of EPF & ESI Registration certificate, if applicable.
- (k) Tenderer fails to submit the required information/document along with the Tender/Bid as per the terms and condition of this Tender Document.
- (l) Tenderer fails to put signature and seal on each page of Technical Bid and Financial Bid.
- (m) Tender is found to be incomplete in any respect or sent in unsealed envelope.
- (n) Tender is found to be conditional.
- (o) If bidding is Conditional/partial.

13. Payment Procedure-

- 131 No advance payment shall be made under any circumstances. The timely payment of wages & statutory dues shall be responsibility of the service provider. The service provider has to submit the proof of payment along with the bill to be reimbursed by the Department against the deployed manpower.
- 132 Pre-receipted previous month bills (in triplicate) shall be submitted by the Agency after every 3 months. The bills shall be processed and paid within a reasonable time. The bills should be submitted along with monthly payment challan of ESIC and EPFO documents by the agency of the personnel deployed.
- 133 TDS at the present prescribed rate will be deducted from the bills in accordance with provision of Income Tax Act, 1961 and GST Act 2017.
- 134 Any other deductions mandated by the prevailing laws applicable to such contracts would also be made.
- 135 No Enhancements in the service charges on any account/reason, whatsoever may be considered during the currency of contract.

14. Penalty for non-performance /under-performance-

- 141 Ordinarily the service provider/agency has to pay monthly wages with in 5th day of each and every month. If agency fails to pay on or before 7th of every month or pay less than monthly wages or deduct any money from the wages, department may imposed penalty of Rs. 10000 per day or more as the case may be and same wages deducted from the monthly bill.
- 142 The Service provider is bound to provide required and already agreed upon number of unit services failure to provide unit services will attract double the amount of such per unit services on each occasion as penalty.

(TO BE SUBMITTED ON THE LETTER HEAD OF FIRM/CONTRACTOR UNDERSIGNATURES OF THE AUTHORISED SIGNATORY)

ANNEXURE II

Technical Bid

| | | | |
|--|----------------|---------------|------------|
| Name of the Bidder | | | |
| Name of the contact person (s) | | | |
| Address of Registered office | | | |
| | | | |
| | | | |
| Lucknow Branch address | | | |
| Telephone number | | | |
| Fax number | | | |
| Mobile number | | | |
| Constitution (whether Firm/Company Govt./Public/Society/Partnership/Proprietorship) and year of constitution. ** | | | |
| GST Registration No. ** | | | |
| P.F Code No. ** | | | |
| PAN No. ** | | | |
| TAN No. ** | | | |
| Contract Labor License No. ** | | | |
| ESI Registration No. | | | |
| Whether the Contractor or its Sole Proprietor/ Partner/Director has been convicted in any criminal case? | | | |
| ISO Certificate No. ** | | | |
| Whether any litigation is pending against Government Institution(s) | # Yes / No | | |
| Earnest Money | D.D No. & Date | Bank & Branch | Amount |
| | | | |
| Income Tax Return Enclosed | AY 2015-16 | AY 2016-17 | AY 2017-18 |
| | # Yes /No | # Yes /No | # Yes /No |

** Attach proof

Delete whichever is not applicable

Date:

Authorized Signatory

Note: A signed copy of the tender documents as acceptance of all terms and conditions of the tender is to be enclosed with the Business proposals.

DATA FOR EVALUATION OF TECHNICAL BID**Qualifying Mark in Technical Bid will be 50Marks.**

| | | | | |
|---|--|--|---|---|
| 1 | <p>Experience with proof <i>(As per the tender condition no 3.1 (ii) enclose copies of completed work orders during 2015-16 to 2017-18) **</i></p> <p><i>For evaluation purpose, the Minimum period of work order of service contract should be at least six months or more in Government Medical College/Government Hospital</i></p> <p><i>A work order of service contract value for a period of 12 months only, will be taken into account if it exceeds for more than a year.</i></p> <p>Compulsory Qualifying Marks - 40 Marks</p> | 500 Lakhs and above Each order carries 40 Marks | 499 to 350 Lakhs Each order carries 20 Marks | 349 to 250 Lakhs Each order carries 14 Marks |
| | | 1. | 1. 2. | 1. 2. 3. |
| | | This total will be restricted to 40 Marks | | |
| | | | | |
| 2 | <p>Additional marks for each work of 100 manpower of similar nature in last three years (completed or continuing) in private Medical College/Hospital. A work order for a period of less than six months will not be considered here**</p> <p>Note: work order shown above (in row 1) shall not be considered here for evaluation</p> <p>25 Marks (Each order carries 5 Marks)</p> | 1. 2. 3. 4. 5. | | |
| 3 | ISO 14001:2015, ISO/IEC 29990:2010 Certified Company **5 Marks | | | |
| 4 | <p>Annual Turnover ** 3 years' average</p> <p>Rs 200 Lakhs to 399 Lakhs = 10Marks</p> <p>Rs 400 Lakhs to 599 Lakhs = 20Marks</p> <p>Rs 600 Lakhs and above = 30Marks</p> <p>Max. 30 Marks</p> | 2015-16 | Rs. | |
| | | 2016-17 | Rs. | |
| | | 2017-18 | Rs. | |
| | | Total | Rs. | |
| | | Average of 3 years. | Rs. | |

To qualify in Technical Bid, a bidder has to score compulsory mark of 40 in 1st row and another 10 marks from the remaining 3 rows put together i.e. a total of 50 marks.

** Attach proof

Delete whichever is not applicable

Date:

Authorized Signatory

Note: A signed copy of the tender documents as acceptance of all terms and conditions of the tender is to be enclosed with the Business proposals.

UNDERTAKING

I, _____ son/daughter of _____ aged _____ years and residing at _____ State and sole proprietor/managing partner/director of _____, after having read and understood the tender document No. _____ dated _____ floated by the DGME, U.P., hereby undertake that I agree to and shall abide by the terms and conditions prescribed in the said tender document for supply of manpower for DGME, U.P.

Date:

Authorized Signatory
(with name & full address)

DECLARATION

§§ I, _____ son/daughter of _____ aged _____ years residing at _____ State and sole proprietor/managing partner/director of _____, declare that no person vested with ownership rights of the firm is related by blood or marriage with any Deployed currently serving DGME, U.P.

OR

§§ I, _____ son/daughter of _____ aged _____ years residing at _____ State and sole proprietor/managing partner/director of _____, declare that Shri./Smt. _____ who is vested with ownership rights of the firm is related by blood/marriage with _____, a currently serving Deployed of DGME, U.P.

Date:

Authorized Signatory
(with name & full address)

Delete whichever is not applicable:

ANNEXURE IV A

Affidavit

I ----- s/o ----- resident of -----
-----owner/Partner/Proprietor/Director/Chairman of M/s -----
----- having its registered office at ----- do hereby
solemnly affirm and declare the following:-

That there is no ongoing criminal case / vigilance enquiry / labor dispute against the
firm/organization/company/Society or its owners/ partners/ proprietors/Director/Chairman
and he/she has never been convicted by any Hon'ble Court of law.

Deponent

Verification

Verified at ----- on the ----- date -----that the contents of
the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

ANNEXURE-V

FINANCIAL BID

(TO BE SUBMITTED ON LETTER HEAD OF FIRM/HEAD OF FIRM/AGENCY UNDER
SIGNATURE OF THE AUTHORISED AGENCY)

To
The
DIRECTOR GENERAL,
MEDICAL EDUCATION AND TRAINING U.P.
6th FLOOR JAWAHAR BHAWAN,
LUCKNOW, U.P. 226001

I/We wish to submit our TENDER for providing of personnel on job contract/outsourcing basis for
DGME, U.P. on the following service charges in percentage:

1. The bid amount i.e rate of service charge (in percentage) on actual monthly
remuneration/wages payable to the Deployed is _____ (in words)

***Note:** The Service Charges (%) shall not be less than 5 percentage. Non-conformity to this
condition, may lead to rejection of tender.


Yours faithfully,

Authorized Signatory

ANNEXURE – VI

TECHNICAL BID EVALUATION

| Experience with proof <i>(Minimum THREE years in Providing personnel on outsourcing in Govt Medical College/ Govt Hospital.</i> | Additional marks for each work of 100 manpower of similar nature in last three years (completed or continuing) in private Medical College/Hospital | ISO 14001:2015, ISO/IEC 29990:2010 Certified Company | *Turnover of following three years i.e., 2015-16, 2016-17, 2017-18. | TOTAL SCORE |
|--|--|--|--|-------------|
| (1) | (2) | (3) | (4) | (5) |
| 40 Marks Computation of qualifying marks: order value (with a service period of 6 month to 12 months) | Max : 25 marks | Max : 5 marks | Max. 30 Marks | 100 |
| 1. 500 Lakhs and above = 40Marks 2. 499 to 350 Lakhs = 20 Marks 3. 349 to 250Lakhs = 14 Marks <i>(Minimum qualifying marks of 40 is mandatory for column (1) to consider additional qualifying marks in Column (2) & (3))</i> | 5 marks for each work order | 5 Marks (for ISO certification) | 3 years' average Rs.399 Lakhs to Rs.200 Lakhs = 10Marks Rs.599 Lakhs to Rs.400 Lakhs = 20Marks Rs.600 Lakhs & above = 30 Marks | |

* Overall Minimum Qualifying marks – 50

* Turnover for each year should be certified by a practicing Chartered Accountant indicating his Registration No.

FINANCIAL BID EVALUATION**Bid evaluation Criteria and selection procedure**

A two-stage procedure shall be adopted in evaluating the proposals. The selection will be done using **Quality cum Cost Based Selection (QCBS)** process. 70% weightage would be given to the Technical evaluation and 30% weightage would be given to the financial bid.

Evaluation Criteria for Financial Proposal

The price bids of only those Firm/Agencies who qualify will be opened. The viability of satisfactory performance of contract at the rate of consideration on offer will then be assessed depending upon contributing factors like TDS, overheads and profitability. The viable proposals having the lowest acceptable cost bid will be given a financial score of 100 and the other proposals will be given financial score that are inversely proportionate to their cost bids.

For e.g. assuming that out of qualified bids, a firm "A" who has quoted 5% as service charge is lowest one, it will be given a financial score of 100. Other commercially qualified firms who have quoted above 5% will be given the financial score as worked out in the following examples

| <u>Firms</u> | <u>Bid rate</u> | <u>Financial score</u> |
|--------------|-----------------|--------------------------|
| Firm "B" - | 6% - | $5/6 \times 100 = 83.33$ |
| Firm "C" - | 7% - | $5/7 \times 100 = 71.43$ |
| Firm "D" - | 8% - | $5/8 \times 100 = 62.5$ |

For working out the combined score, the DGME, U.P. will use the following formula:

Total points = $[C(w) \times C(s)] + [F(w) \times F(s)]$ where

C (w) stands for weight of the commercial proposal

C (s) stands for commercial score

F (w) stands for weight of the financial proposal

F (s) stands for financial score as worked out above

For e.g. if a firm scores 50 marks in Commercial bid and 70 marks in Financial bid the total points will be worked out as follows:-

$[C(W) \times C(s)] + [F(W) \times F(S)]$

$[70/100 \times 50] + [30/100 \times 70]$

Total = $35 + 21 = 56$ points.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract.

FINAL EVALUATION

| Sl. No. | Name of the Firm/Contractor | Weightage of Business Bid (70% of qualifying scores) | Weightage of financial Bid (30% of financial scores) | Total Points |
|---------|-----------------------------|--|--|-------------------|
| (1) | (2) | (3) | (4) | (5) |
| | | $C(W) \times C(S)$ | $F(W) \times F(S)$ | $Col(3) + Col(4)$ |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

- (i) Evaluation will be done by clubbing the weightage assigned for both Business and financial bids and the highest mark scorer (H1) will be awarded .
- (ii) If more than one bidder score the same as H1, the winning bidder will be considered based on the marks scored on Business bid.

ANNEXURE – IX

CHECK LIST FOR SUBMISSION OF TENDER DOCUMENT

Please Check and answer appropriately for each of the items below to ensure furnishing of complete documents:

| Sl. No | DESCRIPTION | Whether Attached |
|--------|--|------------------|
| 1. | Business Bid – As in Annexure- II | YES/NO* |
| 2. | Data for Technical Evaluation - as in Annexure – II (A) | YES/NO* |
| 3. | Undertaking as in Annexure- III | YES/NO* |
| 4. | Declaration as in Annexure-IV | YES/NO* |
| 5. | EMD as in clause 3.1.(vi) | YES/NO* |
| 6. | Proof of Registration | YES/NO* |
| 7. | Income Tax Returns as in clause 3.1.(iv) | YES/NO* |
| 8. | Certificate from a practicing Chartered Accountant on the Annual Turnover as in Annexure II(A) | YES/NO* |
| 9. | GST Registration Certificate | YES/NO* |
| 10. | PAN Card | YES/NO* |
| 11. | Provident Fund Code Certificate | YES/NO* |
| 12. | ESI Registration Certificate | YES/NO* |
| 13. | Contract Labor License | YES/NO* |
| 14. | ISO Certificate, if any | YES/NO* |
| 15. | Financial Bid as in Annexure-II | YES/NO* |

* In original, duly signed

* Copies, self-attested

* Strike out whichever is NOT applicable.