Administration of
Daman & Diu, U.T.,
Office of the Directorate of Medical
& Health Services, Daman
Tel No.(0260) 2230470
e-mail Id dmhs-daman-dd@nic.in

No. DMHS/DD/Outsourcing Staff/2020-21/11925

Daman
Date: 21/11/2020

## e-Tender (Online) Invitation Notice

Tender for Outsourcing of various office staff under Directorate of Medical & Health Services, Daman.

In the name of President of India, the Director, Medical and Health Services, Daman. Invites on line tender on <u>ddtenders.gov.in</u> from the Authorized Agencies for Outsourcing of Manpower.

Sr. No.	Particulars	Estimated Cost	EMD (Earnest Money Deposit)	Tender Fees (Non- Refundable)	e-Tender ID No.
1	Outsourcing of Various Office Staff under Directorate Medical & Health Services Daman	₹.40,51,300	₹.1,01,300/-	₹.2000/-	2020_DAMAN_ 1172

Bid document downloading Start Date: 21.11.2020

Bid document downloading End Date : 11.12.2020, 12:00 Hrs. Last Date & Time for receipt of Bid : 11.12.2020, 14.00 Hrs. Preliminary Stage Bid Opening Date : 11.12.2020, 15.00 Hrs. Technical Stage Bid Opening Date : 11.12.2020, 15.30 Hrs.

Bidders have to submit price bid in Electronic format only on <u>ddtenders.gov.in</u> website till the last date and time for submission. Price Bid in Physical format shall not be accepted in any case.

Only tender fees and EMD should be submitted in original to be sent to the above mentioned address by R.P.A.D./Speed Post. However, Tender Inviting Authority shall not be responsible for any postal delay. Tender received in hard copy will not be accepted.

- 1. The EMD will be accepted in form of FDR or Bank Guarantee from any Nationalized banks in an acceptable form payable at Daman in favor of **Director of Medical & Health Services, Daman.**
- 2. The EMD and tender fees should not be forwarded by cash.

The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof.

The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof. Bidders shall have to post their queries on E-Mail address: dmhs-daman-dd@nic.in.

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office.

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787. International Bidders are requested to prefix 91 as country code.

Note-Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

E-Mail: support-eproc[at]nic[dot]in

Sd/Director Medical & Health Services
UT of Daman & Diu,
"Tel.No.0260-2230470"
email ID: dmhs-daman-dd@nic.in

## Copy to:-

- 1. All Heads of Office, Daman for information & n.a.
- 2. Field Publicity Officer, Daman for wide publicity in Newspaper.
- 3. NIC, Daman for upload in govt. website for wide publicity
- 4. Accounts Section DMHS, Daman for information.
- 5. Procurement & Tender Division, DMHS, Daman for information.

#### U.T. ADMINISTRATION OF DAMAN AND DIU, OFFICE OF THE DIRECTORATE OF MEDICAL AND HEALTH SERVICES, DAMAN

Terms and Conditions for the Outsourcing of Non-Teaching Staff for Government Nursing College Daman under Directorate Medical & Health Services Daman.

## **!** Instructions to Bidders:

- 1. The rate should be quoted online in the financial bid in the prescribed form given by the department; the rate should be valid for the period of Three Year from the date of tenderization.
- 2. All/Taxes/GST/Duties/Royalties Charges payable on the sales/transport etc. Within and/or outside the state shall be payable by the Service provider.
- 3. The decision of the Tender Inviting Officer for acceptance/rejection shall be final.
- 4. The Tenderer should enclose along with tender the Earnest Money Deposit in form of Fix Deposit Receipt or Bank Guarantee from any of the Nationalized Banks in an acceptable form payable at Daman in favour of Director of Medical & Health Services, Daman. The EMD should not be forwarded by Cash and the EMD should be valid for the period of One Year. Tender received without Earnest Money Deposit and tender fees will be summarily rejected.
- 5. All bills should be in **TRIPLICATE** and should invariably mention the number and date of order.
- 6. The Tenders shall be submitted in two bid system, wherein the EMD and Tender Fee only has to be submitted in Tender Box and should super scribing on the envelope as "Sealed Cover for Outsourcing of Various Office Staff" under Directorate Medical & Health Services Daman.
- 7. For all queries regarding tender specifications and any other clauses included in the tender document should be addressed to personnel in tendering office address provided below:

The Director Medical &Health Services, Community Health Center, U.T. of Daman Diu, Moti Daman - 396 220 Tel: 0260-2230470, Fax: 0260-2230570

- 6. The right to accept or reject without assigning any reasons or all tenders in part or whole is reserved with the Tender Inviting Officer and his decision(s) on all matters relating to acceptance or rejection of the tenders as a whole or in part will be final and binding to all.
- 7. The tenders and financial bid should be submitted online on <u>ddtenders.gov.in</u> in two bid system.
- 8. In case, the Service provider is not able to provide the Security services within one

week, the EMD of the Service provider will be forfeited to the Government and the contract shall terminated with no further liabilities on eitherparty to the contract.

11. No separate agreement will be required to be signed by the successful tender(s) for the purpose of this contract. Rates tendered/offered in response to the concerned Tender Notice shall be considered as acceptance of all above terms and Conditions for supply for all legal purpose.

Bid document downloading Start Date: 21.11.2020

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#### Tender Fees (Non Refundable) Rs. 2,000/- :

- a. The Tender Fees should not be forwarded by cash.
- b. The Tender Fees as specified in schedule otherwise tender will be rejected. The tender fees will be accepted only in form of DD in favor of **Director of Medical & Health Services**, **Daman** from any Nationalized or Scheduled Bank of India payable in Daman.
- c. All tenders must be accompanied by Tender fees as specified in schedule otherwise tender will be rejected.

#### Earnest Money Deposit(EMD) Rs. 1,01,300/-:

- a. All tenders must be accompanied by EMD as specified in schedule otherwise tender will be rejected.
- b. The manufacturing units who are placed in Daman are exempted for Earnest Money Deposit. For getting exemption, tenderers have to furnish valid and certified documents along with the tender, otherwise tender will be rejected.
- c. Any firm desires to consider exemption from payment of Earnest Money Deposit, valid and certified copies of it should be attached to their tenders.
- d. EMD can be paid in either of the form of following:
  - i. Fixed Deposit Receipts
  - ii. Demand Draft

In favor of **Director of Medical & Health Services, Daman**from any Nationalized Banks including Public Sector Bank/Private Sector Bank authorized by RBI to undertake Government Business.

- e. EMD should be valid upto 12 (Twelve Months) from the date of its issuance.
- f. EMD in any other forms will not be accepted.
- g. EMD/Security Deposit shall be liable to be forfeited in following circumstances:
  - i. Tender is rejected due to failure of supply the requisite documents in proper format or giving any misleading statement or submission of false affidavit or fabricated documents.

- ii. In case, the supplier does not execute the supply order placed with him within stipulated time, the EMD of the supplier will be forfeited to the Government and the contract for the supply shall terminated with no further liabilities on either party to the contract.
- iii. Tenderer fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed/spoilt.

## **Conditions of Contract:**

- 1. The bidder should have a License from Labor & Enforcement Officer, Daman & Diu.
- 2. The tenderer shall have to upload supporting documents like List of work executed in various Govt. Semi Govt. organizations, School, College, University, Municipalities, corporate with proof.
- 3. The successful tenderer shall have to engage staff/employees required for the operation of the facility management/services in sufficient number required for this job.
- 4. In case of any accident with staff/employee of contractors/bidders during the Course of execution of the agreement/work, and/or the damage done by the Contractor or his staff to the property of the Hospital, the responsibilities. The department shall not be responsible for any kind of accident with labors engaged for this job. The cost of damage of property shall be recovered from the contractor/agency.
- 5. The contractor at his own risk and cost shall have to grant benefit of leave plus pay emoluments to the employees as per the law in force. In case of any loss to the Department authority due to the breach of any conditions of the labour license/act on the part of the contractors, such losses shall be recovered from the contractors. If required the same can be recovered by the hospital authority from the contractors as a recovery of land revenue.
- 6. The staff of Medical & Public Health, Daman. Including the superior authority of the Administration shall oversee the operation of works carried out by the contractors and contractors shall be bound to obey all the instructions of the superior authority.
- 7. In case of breach of any of the conditions of the contract by the contractor or if the work of the contractor is found unsatisfactory by the Department, such contract shall be terminated by the Departmental authority. **The Secretary** (**Health**), **Daman & Diu** shall be the authority for arbitration and the decision of the Secretary (Health) will be final and binding to all.
- 8. The below mentioned posts should have the minimum education as mentioned below & the minimum salary to be given to each individual as mentioned below to undertake the work by the successful contractor during the course of agreement.

	Directorate of Medical and Health Services, Daman & Diu			
Sr. No.	Particulars Education qualification required		Minimum salary to be paid per person per month in hand	
1.	LDC	12 <sup>th</sup> passed or equivalent from recognized board or university and typing speed 40wpm in English and knowledge in computers	8,853/-	
2.	Drivers	SSC with 1 year experience working as a driver in a recognized organization, should have valid driving license for 4 wheeler and should have knowledge of rectifying minor repair of the vehicles.	8,853/-	
3.	MTS	SSC with 1 year experience working as a MTS person in a recognized organization.	8,437/-	

Note: Minimum salary per month is proposed above is excluding all taxes & Service charges. The tenderers should give a detailed breakup of the minimum salary, taxes and charges with deductions and contributions to be levied by the agency for the posts mentioned.

Breakup Chart		
Wages rate per Employee		
PF Amount (13%)		
Work Compensation Policy		
Bonus		
PM-JAY		
Service Charge		
Billing rate per Month		
UT GST		
C GST		
<b>Gross Amount Per Person</b>		

- 1) In case the successful tenderer stop the work/operation either partly or fully during the agreement period, the Department authority reserves the right to get such works/s/operation executed through any other sources at the risk and cost of the defaulted contractor. The SD of the defaulted contractor shall be forfeited. Any additional payment which has to be paid to execute the work under such circumstance for such circumstances for such works/operation the said amount shall be recovered form the pending bills/deposit/any other works of the default contractors and/or shall be as on arrears of land revenue.
- 2) If the employee of the bidder is found to execute any offensive work/activities not covered in the contract agreement/conditions, instructions, the proportionate amount of such works shall be recovered as penalty from the running bill payable to the contractor.
- 3) The employee of the bidder shall have to take all care during the course of works/operation so that the any articles of the CHC/PHC/Sub-Centre cannot be damaged and shall also not create any hindrance to the hospital authorities. The

successful bidder shall get approved work schedule from the department so as to avoid any dispute during the course of operation/ services period.

- 4) The successful tenderer has to start the works/operation as per the tender terms & conditions and specification within 15 days on receipt of the work order.
- 5) As per Minimum Wage Act the copy of Provident Fund challan paid should be attached with monthly bill submitted to the department.
- 6) The Firm must have their representative office in the U.T. of Daman and submit the complete address proof of the same.
- 7) Any dispute of civil or criminal nature shall be within the jurisdiction of the local Court of Daman.
  - (a) The contractor shall have to offer unconditional bid/tender in the tender form itself. Any bid/tender with condition/s shall be summarily rejected.
  - (b) If any change in the administrative procedure/rules by Department Authority time to time which is suitable to the Department for smooth operation of works shall have be binding to the contractor/s and for that the contractor shall have to give his willingness in writing.
- 8) In case of any dispute in terms of interpretations of agreement/contractor, the decision of the Secretary (Health) in such cases shall be final and binding to all.
- 9) The priority shall be given to the person (s)/organization(s) for this work/operation who are having experience of at least two years or more for such type of works.
- 10) The successful tenderer shall have to take all care to avoid any accident during the course of work/operation for which all required precautions/steps are to be taken upon works site at the cost of the contractor himself. It shall be the duty of the contractor to handle such cases at his/their own cost and pay the damages/compensation payable if the Court or any other competent authorities may decide/order. The Department authority shall not be responsible for such cases/incidents or for payment of any damages/compensation which may occur on such incidents.
- 11) The contractors shall have to produce all required evidence in respect of individual proprietor, partnership deed in case of partnership/firm and copy of the Memorandum and Article of Association in case of registered company.
- 12) The works/operation assigned is a part of essential service of General/Public Health, hence the contractor shall not postpone or close/stop such works in any circumstances/on any pretext. If such day to day works is not found satisfactory, then the penalty at the following rate shall be charged from the running bill or as per the condition of the contract.

- 13)If the contractor fails to execute the works, the tender inviting authority will impose penalty appropriately. The contractor shall have the opportunity to place his grievances if any regarding the penalty imposed within seven days to the **DMHS** Who will hear both the parties and his decision will be final and binding to both the parties.
- 14) The contractor shall have to undertake all works during all festivals like Holi, Makar Sankrati, Navratri, Ganesh Visharjen, Tajia, Chandani Padwa, Diwali, Christmas even in vacation period also invariably failing which double penalty shall be charged from the contractors for not undertaking the work on such days. However the Contractor will be given an opportunity.
- 15) The penalty shall not be charged in case the work is closed due to curfew, flood and flood like situation, cyclone, riots and during any natural calamities, but the Contractor shall carry out all the work with extra time and staff if needed, during post calamity.
- 16) The timing for the employee of the contractor for all the work/operation/service shall be as follows: **they will have to perform shift duties if needful or they will do general duties.** However in case of examination, seminar, exhibition, annual day, national festivals, special events, emergency and/or any sort of urgency this period can be extendable with the prior permission of the Department authority.
- 17) The contractor shall have to obey strictly the provision of Minimum Wage Act Child Labour Act any other relevant Act/Rules. The responsibilities on violation of these acts shall be of the contractors. The Administration shall not be responsible for any litigation in this regard.
- 18) The rates for the works/tender cost for the work/operation/Management/services offered by the contractors shall include all taxes and the cost of all tools and plants, kits, cleaning materials and its kits, cost of all nature of risk factors, medicine including cost of labors and materials directed by the officer incharge.
- 19) The contractor shall provide at his own risk and cost all required uniforms, Boots, gumboots hand gloves, raincoat etc to the laborers engaged on management of sweeping work. The contractor shall have to get such uniforms approved in advance from the hospital authority.
- 20) The concerned agency shall have to obtain the information regarding number of personnel's to be deployed for the below said work from the Director, Medical & Health Services, Daman however, tentative requirement if staff is mentioned.
- 21) The agreement for providing personnel's shall be valid for two years at the prevailing rates.
- 22) The personnel's deployed by the agency found not obeying, dishonest, unhealthy, non co operative in such cases the instructions of the Director, Medical & Health

- Services, Daman immediate replacement or transferred shall be binding to the agency and will do so without any pretext.
- 23)If any personnel's are found in drinking position or other unsocial activities like gambling etc. they shall have to be relieved from the duties immediately in such matter decision taken by the Director, Medical & Health Services, Daman shall be final and binding to all.
- 24) The Government employees who were either dismissed of removed from the Government job cannot be appointed by the agency for the above said work.
- 25) The agency shall have to maintain muster roll, payment sheet, identity cards etc. and same shall have to be produced before the Director, Medical & Health Services, Daman when it is demanded.
- 26)At the time of changing the shift personnel's shall have to sign the register of handed over, taken over charge with detail entry therein.
- 27) The Director, Medical & Health Services, Daman shall release bill of the agency every month on successful and satisfaction performance of the duties by the agency as well as by the personnel's deployed by the agency for the above said work.
- 28) The satisfaction duties performance certificate shall have to be obtained by the agency from the concerned authority/institution, failing which the agency shall not be entitled for the payment of such period. In such case, the Director, Medical & Public Health shall not be responsible for any pending payment of personnel's provided by the agency for such period.
- 29) Tenderer are advised to inspect and examine the site/area/premises/campus of hospital for the above said work and satisfy themselves before submitting their tender and obtain all necessary information as to risks, contingencies, accommodation, sanitation facilities which may influence or affect their tender.
- 30)A tenderer shall deem to have full knowledge of the site/area/campus/buildings of the above said work whether he inspects it or no extra charges consequent on any misunderstand or otherwise shall be allowed.
- 31) The right to accept or reject the tender without assigning any reason thereof is reserved with the undersigned.
- 32)No residential facilities shall be provided by the hospital to the agency. The staying/tentage arrangement shall have to be managed by the Agency itself at this own risk and cost for all the personnel's deployed for the purpose for the above said work.
- 33) The agency shall have to provide the services of healthy personnel's with sound physical condition, in age around of <u>18 to 45 Years</u>. Their names, passport size

photographs, nationality, address, identity cards, fingerprints, police verification etc. have to be provided to the Director, Medical & Health Services, Daman for records.

- 34) GST will be applicable as per present rules time to time.
- 35) The agency and staff should give full Co-operation of Police in case of inquiry regarding damage caused to the property of the institute.
- 36) The agency shall be responsible for the payment of salary/wages and deduction of PF and Insurance premium / bonus etc. as per the provision under the minimum wages Act. The department shall not be responsible for any type of payment to the staff.
- 37)Each bill in which GST is charged must contain the following certificates on the body of the bill: "CERTIFIED" that the service on which GST has been charged have not been exempted under the Central GST Act or the Rules made there under and the amount charged on account of GST on these service is not more than what is payable under the provisions of relevant Act or Rules made there under".

Signature & Rubber Stamp of the Agency

Sd/Director
Medical & Health Services

"Tel.No.0260-2230470, 2230570" email ID: dmhs-daman-dd@nic.in

The above terms, conditions and specification are accepted by me.

# ANNEXURE - I

Sr. No.	Particulars	Uploaded and Enclosed (Yes/No)			
The bidders have to attach the following documents					
1)	License from Labor & Enforcement Officer, Daman & Diu	Yes/No			
2)	The bidder must have their representative office in the Daman and submit the complete address proof of the same	Yes/No			
3)	The tenderer shall have to upload supporting documents like List of work executed in various Govt. Semi Govt. organizations, School, Hospitals, College, University, Municipalities with proof.	Yes/No			
4)	PAN Card No.	Yes/No			
5)	GST Registration No.	Yes/No			
6)	PF number allotted by the government.	Yes/No			
7)	Copy of Police Clearance Certificate	Yes/No			
8)	Service tax payment statements.	Yes/No			
9)	Terms and Condition documents duly stamped and signed on each pages.	Yes/No			
10)	ANNEXURE- I, II & III duly stamped and signed on each pages.	Yes/No			

Signature & Rubber Stamp of the Agency

Sd/Director

Medical & Health Services "Tel.No.0260-2230470, 2230570" email ID :dmhs-daman-dd@nic.in

## ANNEXURE-II

Sr. No.	Particulars	Education qualification required	Minimum salary to be paid per person per month in hand	No. of staff
1.	LDC	12 <sup>th</sup> passed or equivalent from recognized board or university and typing speed 40wpm in English and knowledge in computers	8,853/-	04
2.	Drivers	SSC with 1 year experience working as a driver in a recognized organization, should have valid driving license for 4 wheeler and should have knowledge of rectifying minor repair of the vehicles.	8,853/-	05
3.	MTS	SSC with 1 year experience working as a MTS person in a recognized organization.	8,437/-	14

Note: Minimum salary per month proposed above is excluding all taxes & Service Charges and PM-JAY. The tenderers should give a detailed breakup of the minimum salary, taxes and charges with deductions and contributions to be levied by the agency for the posts mentioned as per the breakup chart given.

Breakup Chart			
Wages rate per Employee			
PF Amount			
Work Compensation Policy			
Bonus			
PM-JAY			
TOTAL			
Service Charge			
Billing rate per Month			
UTGST			
CGST			
Gross Amount Per Person			

Signature & Rubber Stamp of the Agency

Sd/Director

Medical & Health Services "Tel.No.0260-2230470, 2230570" email ID :dmhs-daman-dd@nic.in

# ANNEXURE - III

## Schedule of Requirement of Various Office Staff under DMHS, Daman

Sr.	Name of the	No. of
No.	Post	Staff Reqd.
1.	LDC	04
2.	Drivers	05
3.	MTS	14
	Total Staff Required	23

Note:-1) Rate quoted should be in Gross (i.e. Inclusive of all Taxes).

Signature & Rubber Stamp of the Agency

Sd/Director
Medical & Health Services

"Tel.No.0260-2230470, 2230570" email ID :dmhs-daman-dd@nic.in

# **Break-up-Chart**: Kindly fill the breakup chart post wise and upload the same online in the financial bid.

## **Break-up Chart**

Breakup Chart	LDC	Driver	MTS
Wages rate per Employee			
PF Amount			
Work Compensation Policy			
Bonus			
PM-JAY			
TOTAL			
Service Charge			
Billing rate per Month			
UTGST			
CGST			
Gross Amount Per Person			

Signature & Rubber Stamp of the Agency

*Sd/-*Director

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