

Department of Health & Family Welfare, DHS Complex, New Colony, Laftumkhrah, Shillong - 793003, East Khasi Hills, Meghalaya.

Dated: 14/03/2024

No. MMDSL/Hiring-Manpower/8/2024/(3)

## REQUEST FOR PROPOSAL(RFP)

#### **DOCUMENT**

# ISSUED FOR OUTSOURCING OF MANPOWER HIRING SERVICES AT GOVT. HEALTH INSTITUTIONS

#### REQUEST FOR PROPOSAL

SEALED PROPOSALS IN TWO BID SYSTEM AFFIXING A COURT FEE OF RS 25 (TWENTY FIVE) ARE INVITED BY THE MANAGING DIRECTOR, MEGHALAYAN MEDICAL DRUGS & SERVICES LIMITED FROM ELIGIBLE PARTIES (SERVICE PROVIDERS) VIDE THIS TENDER TO SELECT AND ENGAGE MOST SUITABLE SERVICE PROVIDER TO CARRY OUT MANPOWER HIRING SERVICES AT THREE GOVT. HOSPITAL UNITS ON OUTSOURCING BASIS FOR A PERIOD OF 36 MONTHS.

OPP P

Shri Ramkumar S Managing Director





Department of Health & Family Welfare, DHS Complex, Laitumkhrah, New Colony Shillong - 793003, East Khasi Hills, Meghalaya - 793003 191-9863033404 / 9863048955 meghmdsl@gmail.com

1.0 Eligibility Criteria

- 1.1. The Bidder must be an entity registered under Companies Act 2013 in India/ Partnership Firm (Indian Partnership Act 1932). Society (Societies Registration Act 1860)/ Trust (Indian Trust Act 1882 and it's amendment thereof).
- 1.2 Only sole bidders are allowed to participate in the bid. Consortium applicants are not allowed to participate.
- 1.3. The Bidder must have achieved minimum average annual turnover of Rs. 10 Lakh during last five financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23). A Turnover certificate from a Chartered Accounted in Form T3 duly supported with the financial statements of the same years to be furnished along with the Technical Bid.
- 1.4. The bidders should have positive net worth as on 31st March 2023.
- 1.5. The bidders preferably should have a registered/ branch office in the state of Meghalaya. In case bidder is having office in Meghalaya, should have necessary Trading license from Meghalaya Autonomous District Council for non-tribal firm.
- 1.6. The Bidder should be registered under relevant statutes including Income Tax Act, GST Act, EPF Act, ESI Act, Contract Labour (Regulation and Abolition) Act, 1970, etc.
- 1.7. The Bidder should have executed work of similar nature, for any Government hospital/ Corporate Entity/State government tourism hotels/India Tourism development hotels/ Corporate Entity/Airports/Railways/University/malls for a minimum period of 2 years. 1.8. The bidder should have executed at least one single order of cumulative annual value of more than or equal to Rs 5 Lakhs in any of the last five financial years (i.e. 2018-19 to 2022-23). Or The bidder should have executed at least two orders of cumulative annual value of more than or equal to Rs 4 Lakh in each of the last five financial years (i.e. 2018-19 to 2022-23). The bidder shall submit client satisfactory certificates issued from client (s) along with copy (ies) of work orders.
- 1.9. The bidder should have experience of providing similar Manpower Hiring service for atleast two years prior to due date of bid submission.
- 1.10. The Bidder should not be blacklisted/ debarred either by the Client or by any of the government or semi-government organization, Public Sector Undertakings, Urban Local Bodies and which is time being in force. The Bidder shall submit an undertaking/declaration they were not being that blacklisted/ debarred either by the Client or by any of the government or semigovernment organization, Public Sector Undertakings, Urban Local Bodies and which is time being in force in Non-Judicial stamp paper of Rs 100 duly notarized by appropriate authority.
- 1.11. The bidder should have a clean track record for last five financial years starting from 2016-17, The Bidder should not have abandoned any project or assignment on its own Account or none of its project has been terminated (premature) by the client due to failure in performance during that period. The bidder needs to submit a declaration in Non-Judicial stamp paper of Rs 100 duly notarized by appropriate authority.
- 1.12. The ISO certification of any bidder will be preferred.





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- 1.13. The proposals submitted by only those parties who fulfilling the Eligibility Criteria as mentioned in this RFP, shall be considered for further evaluation.
- 1.14. Bidder shall submit documentary evidence against each of the Eligibility Criteria. Insufficient documentary evidence in support of the eligibility criteria shall not be.

2.0. Proposal Submission:

Interested eligible bidders may submit their bid/proposal with EMD & documents as set forth in this RFP, the detailed address of which is mentioned in Section 1: Schedule of Proposal Submission.

The proposal should be submitted in two parts in single envelop:

- 2.1. Part A- Bid Security, Technical proposal as per the format/s set out in RFP with the required documents mentioned in the Eligibility Criteria.
- 2.2. Part B- Financial Proposal as per the format set out in RFP.
- 2.3. Both the Technical as well as the Financial Proposals should be typed and shall be signed by the authorized representative of the bidder.
- 2.4. Power of Attorney for signing the bid : The bidder should submit a Power of Attorney as the form T5, authorizing the signatory of the bid to commit the bidder.
- 2.5. Any alteration, erasures or overwriting shall be valid only if the person/s signing the Proposal have put his/her/their initial prior to submission of the same.
- 3.0. Bid Document cost: Rs 1000 (One thousand) through Demand Draft in favour of Meghalayan Medical Drugs and Services Limited.
- 4.0. Earnest Money Deposit (EMD): Rs 75,000 (seventy five thousand) only through Bank Guarantee with a validity of 225 days the last date of Bid submission and would be required to be extended if so, required by the department.
- 5.0. Packing, sealing and Marking of Proposal: Interested eligible bidders may submit their proposal by submitting the Tender fee, EMD and all documents adhering the prescribed formats in the RFP, mentioned in Section 1: Schedule of Proposal Submission.

Sealed tender in a Two Bid System affixing a court fee of Rs 25/- to be submitted in two parts as follows:

- A) Part A- Tender Fees, EMD and Technical Proposal as per formats of the RP affixing court fees of Rs 25/-
- B) Part B- Financial Proposal as per the format set out in RFP.
- 6.0. Number of Proposals: Only one proposal by one bidder. No bidder
- 7.0. Validity of the Proposal: 180 days from proposal due date.





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8.0. Conflict of Interest: A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) Receives or has received any direct or indirect subsidy from another Bidder; or
- c) Has the same legal representative as another Bidder; or
- d) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation.

10.0. Language: English.

11.0. Proposal Due Date: 25th/Apr/2024 at 11.30am

12.0. RFP Opening: 25th/Apr/2024 at 1.00pm

1. 13.0. Withdrawal / Revision/ Substitutation of Bid: : A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization. The corresponding substitution or modification of the Bid must accompany the respective written notice.

14.0 Multiple Bid: Not allowed.

15.0. Content of RFP Document (MMDSL to insert)

16.0. Pre-bid Meeting: Pre-bid Meeting: 27th/Mar/2024 at 11.30am

170. Response to query date: via email to bryanraphaeldon@gmail.com , by 25th/Mar/2024

18.0. Currency: INR only.

19.0 Bid Validity: Bids should remain valid for a period of 180 days from the last date of Bid submission. The bids having validity for any shorter period will be rejected. IN exceptional circumstances prior to expiry of the original time limit, The Client may request the Bidders to extend the period of validity with mutual consent. The request and the Bidder's responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid Security. The Bidder agreeing to the request will not be required



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or permitted to modify its Bid, but will be required to extend the validity of its Bid Security for a period of the extension, and in compliance with provisions relating to the Bid Security in all respects.

| Sl | Name of Position   | Minimum Qualification Needed  | No of Heads       |                 |               |             |                 |              |                    |
|----|--|---|-------------------|-----------------|---------------|-------------|-----------------|--------------|--------------------|
|    |  |   | Shillong<br>Civil | Shillong<br>MCH | Tura<br>Civil | Tura<br>MCH | Jowa<br>i Civil | Jowai<br>MCH | Makarw<br>at Civil |
| 1  | Bio-Medical<br>Engineer                                  | BE/B.Tech(<br>Mechanical/Electrical/Elect<br>ronics) with 5 years<br>experience   | 1                 | 1               | 1             | 1           | 1               | 1            | 1                  |
| 2  | Deta Entry<br>Operator                                   | 12th pass with certification course in any IT course & 2 years relevant working experience  | 1                 | 1               | 1             | 1           | 1               | 1            | 2                  |
| 3  | Shredder/PSA<br>Plant/Auto<br>Clave<br>Operator          | 10th pass relevant working experience   | 3                 | 3               | 3             | 3           | 3               | 3            | 3                  |
| 4  | Vehicle<br>Maintenance<br>Technician (<br>Tura)          | Diploma in Automobile<br>Engineering/Mechanical<br>with 2 years experience  | 1                 | 0               | 1             | 0           | 0               | 1            | 0                  |
| 5  | EMT Technician( OT/ICU/Emerg ency/Ambulan ce/ Radiology) | Bachelor's or Diploma in<br>EMT from a recognized<br>institution with 2 years of<br>experience  | 17                | 6               | 11            | 18          | 11              | 8            | 6                  |
| 6  | Environment<br>Specialist                                | Bachelor's Degree in Environment/Environment al Science/ Ecology/ Environment Planning/Environment Engineering with 2 years experience or having Masters Degree | 1                 | 0               | 1             | 0           | 1               | 0            | 0                  |
| 7  | Linen Cleaner(<br>non skilled)                           | Class 8th Pass  | 0                 | 0               | 0             | 1           | 1               | 0            | 0                  |
| 8  | Medical<br>Dresser                                       | 12 <sup>th</sup> passed & Certificate course passed for Medical Dresser from a recognized institute with 2 years experience                                     | 0                 | 0               | 0             | 0           | 1               | 0            | 0                  |





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| 9 | Nutrician | B.SC in Nutrition & Dietetics with 2 years experience | 0 | 0 | 0 | 0 | 1 | 0 | 0 |  |
|---|-----------|---|---|---|---|---|---|---|---|--|
|---|-----------|---|---|---|---|---|---|---|---|--|

22.0 Performance Security: 5% of the Contract value in the form of Bank Guarantee issued by a scheduled commercial bank or by security deposit which shall be valid through the period of contract with additional 90 days grace period. Format attached.

### 24.0. Scope of Work:

# 24.1. Manpower requirement on Manpower Hire Basis:

Name of the position & required qualification of the manpower to be deployed per location:

- 24.1.1. It will be responsibility of the service provider to verify the credentials of the candidates before placement. The deployed personnel will be responsible for performing the defined responsibilities assigned by the concerned district authority/institution from time to time. The concerned district authority/institution reserves the rights to verify and check the credentials submitted by the service provider against the deployed manpower. If during the course of engagement of any of the outsourced personnel, it comes to the notice of the authority that he/she has misinterpreted any fact about qualification &/or experience, the service provider has to terminate the service of the candidate and provide a replacement within 30 days.
- 24.1.2 Any deployed manpower will be subject to adhere the general code of conduct and will maintain required decorum, professionalism in workplace. In case of any mis-conduct service provider terminate the service of the concerned candidate will arrange to provide replacement within 30 days.
- 24.1.3. The service provider will give highest preference to the locals of the State Meghalaya. Only in case required criteria not met by the local candidates, recruitment can be done from outside the state. In such case service provider will obtain written approval from district authority/institution.
- 24.1.4 Age Limit: The age limit for Technical positions it should be 30 years and for the rest positions it should be 26 years.
- 24.1.5. The number of personnel mentioned above are provisional and may vary depending upon the requirement of the district authority/ institution from time to time.
- 24.1.6. Place of Deployment: Shillong Civil Hospital, Shillong Ganesh Das Hospital, Jowai Civil Hospital & Jowai Maternity & Child Hospital, Tura Maternity & Child Hospital and Tura Civil Hospital, Mawkyrwat Civil Hospital.





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24.1.7. The service provider will adhere all local labour laws and will ensure timely payment of Salary/wages as per the prevailing labour law.

24.1.8. The service provider will arrange to submit the PF contribution ( both employer &employee) & ESI contribution within stipulated time frame and will submit the proof of submission along with the Invoice. Else the payment will be with-hold till the submission of the same.

24.1.9. Bio-metric Attendance: The engaged personnel must adhere the daily bio-metric attendance at respective location.

24.1.10. Uniform: Service Provider will provide Uniform to the deployed personnel with Identity Card.

24.1.11. The manpower which will be deployed by the agency shall not be eligible for any other claim, benefit, compensation and they will not claim for absorption or regularization of their services in Govt of Meghalaya payroll.

24.1.12. The manpower which will be deployed by the agency will be abide by nondisclosure agreement and will not divulge or disclose any details of process, deployment of manpower, equipment, technical know-how, security arrangement, administrative or organizational matters to any outsider or media or any agency. In the event of breach of contract, agency will be liable to remove the person on immediate basis ad will provide replacement within 30 days.

24.1.13. The manpower which will be deployed by the agency will be abide no tobacco consumption in the work place/ premises of the facility where will be deployed. In violation action will be taken as per the prevailing law.

24.1.14. The manpower which will be deployed by the agency will be abide by the Social Laws and violation will lead to appropriate action by the authority.

24.1.15. In case of any non-performance by the appointed manpower, service provider will terminate with stipulated termination notice as per the law and will ensure replacement within 30 days.

24.1.16. Any cost incurred by the agency for hiring, re-hiring and retrenchment due to any clause vide no 24.1.1, 24.1.2, 24.1.11,24.1.12, 24.1.13, 24.1.14 cannot be claimed.

24.1.17.: Deleted

24.1.8: The appointed manpower for the position of Shredder/LMO Plant/Auto Clave Operator will be multi-tasking resource and will do the mentioned work as well as will be responsible for any other operational work as desired by the management.





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Again the Data Entry Operator will also be a multi-tasking resource who will be assigned with additional clerical as well as accounting work.

Again the Medical Dresser and EMT Technicians will be multi-tasking for multiple departments as per the requirement at the hospital.

24.1.19: The Implementing Agency should have a policy/modality for considering the existing manpower for recruitment under the new management/ arrangement.

# 24.1.20.: The responsibilities of the Hospital Administration/ Authority:

- a) Responsibilities of the Implementing Agency (Service Provider):
  - Source, recruit, and select qualified manpower as per the hospital's requirements.
  - Ensure compliance with all legal and regulatory requirements during the recruitment process.
  - Provide orientation, training, and continuous development programs for the recruited manpower.
  - Ensure that all personnel are adequately trained to perform their assigned duties efficiently and safely.
  - Deploy personnel to the hospital as per the agreed-upon staffing plan and schedule.
  - Maintain a flexible scheduling system to accommodate changes in staffing needs as required by the hospital.
  - Implement corrective actions or additional training as necessary to address performance issues.
- b) Responsibilities of the Hospital Administration:
  - Clearly communicate the hospital's manpower requirements, including roles, responsibilities, and qualifications needed.
  - If necessary, participate in the recruitment and selection process by providing input on candidate criteria and participating in interviews as necessary.
  - Maintain regular communication with the implementing agency to discuss staffing needs, changes, and updates.
  - Monitor the performance of the deployed manpower and provide feedback to the implementing agency as needed.
  - Provide feedback on the quality of services provided by the manpower and work collaboratively with the implementing agency to address any issues or concerns.
  - Ensure that the implementing agency complies with all contractual obligations, including legal and regulatory requirements.

**25.0 Terms & conditions : :** ( MMDSL to insert)

#### 26.0 Evaluation Criteria:

26.1: Technical Evaluation: In the first stage, the Technical Proposal will be evaluated on the basis of bidder's fulfilment of eligibility criteria. Only those bidders whose Technical





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score becomes responsive, shall qualify for further Financial Bid consideration by the Evaluation Committee. The minimum eligibility marks is 60%. The evaluation method is shown below

| SI<br>no | Evaluation Parameter  | Total<br>Marks | Criteria for marks allotment   |
|----------|---|----------------|--|
| 1        | Experience : no of Years in Manpower service- For T4A   | 15             | >2 Year to 5years : 5 Marks<br>> 5 Year to 10 Year : 10<br>marks<br>>10 Year : 15 marks                              |
| 2        | No of Projects executed: The bidder should have executed atleast one single order of cumulative annual value of more than or equal to Rs 5 Lakhs Or Two orders of Rs 4 Lakh in each of the last five financial years (i.e. 2018-19 to 2022-23). The bidder shall submit client satisfactory certificates issued from client (s) along with copy (ies) of work orders. | 30             | Two Orders of minimum 2<br>Lakhs: 30<br>One order of minimum 2<br>Lakhs: 25<br>Two orders of minimum 1.6<br>lakh: 20 |
| 3        | Total Average tour over of last 5 financial years   | 25             | >10 Lakh to 15 Lakh: 10<br>>15 lakh to 25 Lakh: 15<br>>25 lakh to 40 Lakh: 20<br>>40 Lakh: 25                        |
| 4        | Manpower: Average no of Manpower deployed during the last 5 financial years   | 20             | 30-50 manpower : 10<br>50-100 manpower : 15<br>>100 manpower : 20  |
| 5        | Bidder has a registered/ branch office in the state of Meghalaya with due local registration  | 10             |  |

26.2 Financial Evaluation: Total price inclusive all taxes, PF, ESI and other obligations as per annex F-2 shall be considered for Financial Evaluation. The Lowest Bid will be awarded highest marks & highest bid will be awarded lowest marks.

Final score for an applicant would be weighted average of technical and financial bids, where the technical and financial proposals will be assigned a weight of 70 and 30 percent respectively. The scoring system of this 'Quality-Cum-Cost-Based' to be used for obtaining final scores is illustrated below( a sample case shown for illustration):





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|       | Technical Proposal                     | Financial Proposal  |  | Combined Score |           |       |  |
|-------|--|---------------------|--|----------------|-----------|-------|--|
| Score | Weighted Score= (score/max score) *100 | Bid<br>Amount(Lakh) | Weighted score = (mini amount / amount) *100 | Technical      | Financial | Total |  |
| 1     | 2                                      | 3                   | 4  | 5(*70%)        | 6 (* 30%) | 7     |  |
| 50    | 62.5                                   | 4                   | 100  | 43.75          | 30        | 73.75 |  |
| 60    | 75                                     | 5                   | 80   | 52.5           | 24        | 76.5  |  |
| 70    | 87.5                                   | 6                   | 66.67  | 61.25          | 20.00     | 81.25 |  |
| 80    | 100                                    | 7                   | 57.14  | 70             | 17.14     | 87.14 |  |

The highest score obtained the vendor in the combines scoring will be selected as the most favourable bid.

## PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.:

Date:

To

(Address)

Dear Sir,

WHEREAS (Name of Bidder) hereinafter called "the Bidder", has been identified and selected and has undertaken, in pursuance of Contract dated\_\_\_\_\_2024 (hereinafter referred to as "the Contract") to implement the [Tender Notice Selection for selection of service providers for OUTSOURCING OF MANPOWER HIRING SERVICES AT GOVT. HEALTH INSTITUTIONS in the state of Meghalaya.





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AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Tender Notice Selection of service providers for selection of service providers for OUTSOURCING OF MANPOWER HIRING SERVICES AT GOVT. HEALTH INSTITUTIONS in the state of Meghalaya as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the Meghalayan Medical Drugs & Services Ltd, Meghalaya the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

- 1) The Bank hereby irrevocably and unconditionally guarantees the payment of, the Meghalayan Medical Drugs & Services Ltd under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Meghalayan Medical Drugs & Services Ltd, under this Guarantee shall not, under any circumstances, exceed in aggregate.
- 2) In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from the Meghalayan Medical Drugs & Services Ltd stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to the Meghalayan Medical Drugs & Services Ltd any and all sums demanded By the Meghalayan Medical Drugs & Services Ltd under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Meghalayan Medical Drugs & Services Ltd to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....(Mention the official address of the bidder)
- 3) This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of \_\_\_\_\_months from the date of its execution.
- The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - a) any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
  - b) any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
- 5) The Bank also agrees that, the Meghalayan Medical Drugs & Services Ltd at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not withstanding any security or other guarantee that the Meghalayan Medical Drugs & Services Ltd may have in relation to the bidder's liabilities.
- 6) The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of the Meghalayan Medical Drugs & Services Ltd or any other indulgence shown by the Meghalayan Medical Drugs & Services Ltd or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the
- This guarantee shall be governed by the laws of India and only the High courts of Meghalaya, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

| Dated this the | <br>Day of | 2024 |
|----------------|------------|------|





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Witness (Signature)

(Signature) (Name)

Designation with Bank

(Name) Bank Rubber Stamp (Official Address)