

Issued to M/s. _____

REQUEST FOR PROPOSAL

FOR

Hiring of Service Provider Firm to provide manpower on a rate contract basis as per the requirement of National Health Mission, Uttarakhand

For District Health & Family Welfare Society, _____

Address - _____



RFP Reference: _____

NATIONAL HEALTH MISSION, UTTARAKHAND

District Health & Family Welfare Society, _____

Address - _____

**TENDER DOCUMENT FOR
Hiring of Service Provider Firm to provide manpower on a rate contract basis as per the
requirement of National Health Mission, Uttarakhand**

INVITATION TO BID

Bids are invited from firms (on official letterheads) duly filled for award of **Hiring of Service Provider Firm to provide manpower on a rate contract basis as per the requirement of National Health Mission, Uttarakhand** on monthly basis for a period upto **One Year from the date of award of contract** and extendable at the discretion of the District Health & Family Welfare Society, _____, depending upon the requirements as well as the performance of the manpower supplied by the Service Provider Firm.

S No.	Description of work	EMD (INR)	Last date for submission of bidding documents
1	Hiring of Service Provider Firm to provide manpower on a rate contract basis as per the requirement of National Health Mission, Uttarakhand		

This Request for Proposal does not constitute an offer and is issued with no commitment. DHFWS, reserves the right to modify, expand, restrict, scrap, refloat or cancel the RFP at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will not be considered.

Tender document can be downloaded from the website www.uktenders.gov.in and (district specific website). Such bidders, downloading the form from website will have to submit tender fees of Rs – (_____) in the form of Demand Draft in favour of (_____) payable at (_____) along with their technical bid.

Rates of Services shall be quoted as per format provided in **Annexure C**

1. The Bidder (hereafter referred to as “Service Provider Firm” in this document) is required to submit the **Technical and Financial Bid** separately clearly subjected as Technical Bid for “Hiring of Service Provider Firm to provide manpower on rate contract basis as per the requirement of National Health Mission, DHFWS, (_____)” and Financial Bid for “Hiring of Service Provider Firm to provide manpower on rate contract basis as per the requirement of National Health Mission, DHFWS, (_____)”. The Bidder is required to upload the scanned copies (in .pdf format) on the e-procurement portal. The bidder must be careful in filling the specific prescribed format only; any discrepancy shall result in rejection of the bid/ proposal.

2. Technical Bids will be opened in the presence of such bidders or their duly authorized representatives as may be present. As a token of acceptance of all the terms and condition mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned documents will be rejected. The price bid of only those bidders will be opened who fulfill all the requirements of the technical bid.

**For District Health & Family Welfare Society, _____
NATIONAL HEALTH MISSION, UTTARAKHAND**

TENDER NOTICE

1.	Purpose of RFP	“Hiring of Service Provider Firm to provide Manpower on rate contract basis as per the requirement of National Health Mission, Uttarakhand, District Health & Family Welfare Society, ()”
2.	Tender No and Date of Issue	()
3.	Earnest Money Deposit	Rs ()
4.	Tender Fee	Rs. () (in words Rupees _____ only)
5.	Pre Bid Meeting	On () at () in case any holiday falls on this day, then meeting will be held on the next working day)
6.	Last Date for Submission	By () on ()
7.	Bid Validity	180 days from the date of submission of the bid
8.	Address for Submission of bid	()
9.	Date of Opening of Technical bid	On the last day of submission of bid at ()
10.	Date of Opening of Financial bid	To be notified at a later date after the Technical Bid Evaluation is completed. As per procurement rules of Govt. of Uttarakhand, shortlisted Bidder shall be notified in writing or through e-mail.
11.	Contact for any queries	()

Eligibility Criteria

Followings are the Pre-Qualification requirements, which should be satisfied by the Bidder to be primarily considered for bidding:

1. Eligibility and Qualifications:

- i. Shall be a firm providing services in the area of Human Resources Deployment (Screening/ Recruitment/ Staffing/ Testing/ Assessment/ Certification/ Training/ Pay rolling)
- ii. Shall be having 2 years' experience and expertise in providing Technical or Program Management Manpower in the related field i.e. Health.
- iii. Shall have valid PAN/TAN number.
- iv. Shall have valid GST No.

2. Mandatory Documents to be enclosed with the Techno-financial Bid: -

The tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents (self-attested) along with the Techno-commercial Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered for any further evaluation:

- a) Attested copy of PAN Card/ TAN Number
- b) Attested copy of GST Registration Certificate;
- c) Attested copy of the latest IT return filed by Service Provider Firm;
- d) Certified documents in support of Financial turnover of the Service Provider Firm;
- e) Statement of Bank A/c of the name of Company/Service Provider Firm for the last six months;
- f) Details of agreement made by Bidder for the two years along with proof;
- g) Undertaking to be furnished by the Service Provider Firm that Service Provider Firm having no legal suit/criminal case pending against its proprietor or any turpitude or for violation of laws in force and has not been blacklisted by any Central Govt./ State Govt./ PSU in India on Rs 100/- (Rupees Hundred only) Non – Judicial Stamp Paper.

A. DESCRIPTION OF SERVICES TO BE PROVIDED:

1. The Service Provider Firm shall provide the required manpower within a specified period as given in table below from the date of placement of the order by National Health Mission, Uttarakhand, District Health & Family Welfare Society (_____).
2. The responsibility of pre-selection of the referred candidate and dispatch of relevant CVs shall lie with Service Provider Firm. The Service Provider Firm should have adequate experience of providing manpower to various Government Departments, Public Sector Undertakings, Government Autonomous organizations and Large Private Sector Enterprise.
3. The Service Provider Firm shall indemnify NHM Uttarakhand against all claims arising as a result of any dispute between the Service Provider Firm and the manpower so deployed in NHM Uttarakhand.
4. The Service Provider Firm shall be responsible for the conduct of the manpower.
5. **MAN POWER REQUIREMENT:** Estimated Requirement for HR upon time to time need in the following listed facilities/ places/ offices: -

Sr. No.	Post Name	Location/ Place of posting

*Actual number of the posts may increase or decrease.

** Registration of Specialist Doctors, Medical Officers, Staff Nurses, ANM and other such posts is mandatory with respective Uttarakhand State Council.

B. PREQUALIFICATION CRITERIA: -

(a) Turnover of the bidding Service Provider Firm in past 3 financial years i.e. 2015-16, 2016-17 and 2017-18 shall not be less than **INR 50 Lakhs** from the human resource and related business (Screening/ Recruitment/ Staffing/ Testing/ Assessment/ Certification/ Training/ Pay rolling). The applicant Service Provider Firm shall submit copies of audited financial statements as credentials along with a Chartered Accountant certificate stating the meeting of turnover criteria from the related business.

(b) Shall have minimum of **2 years** of past experience in human resource and related business catering to State/ Central Government organizations/ PSUs or Government Autonomous Organizations, or large private sector enterprises. The applicant Service Provider Firm shall submit copies of Certificate of Incorporation, the relevant work orders/ Client Satisfaction Certificate as credentials. (NHM Uttarakhand may seek client feedback on services provided by Service Provider Firm)

(c) Shall have engaged in human resource and related business in minimum three State/ Central Government organizations/ PSUs or Government Autonomous Organizations/ large private sector enterprise.

FINANCIAL EVALUATION: - Financial bids of only those bidders who are qualified technically will be opened and considered for financial evaluation. **Financial Evaluation will be done as percentage of cost over the amount payable to the required staff. Lowest percentage quoted in will be determined to award the contract. However, the total cost against each post must not be more than the amount approved in the RoP of the respective financial year.**

ANNEXURES

1. Annexure A: Format for Technical Bid.
2. Annexure B: Format for Technical Evaluation.
3. Annexure C: Format for Financial Bid.
4. Annexure D: List of facilities for manpower
5. Annexure E: Agreement

ANNEXURE-A

Format for Technical Bid

To,
The _____

Address - _____

Sub: Bid for Hiring of Service Provider Firm to provide Manpower on Rate Contract Basis as per the requirement of respective DHFWS, National Health Mission, Uttarakhand

Having examined the tender document, we, M/s _____, offer to be selected as preferred bidder with NHM Uttarakhand, in full conformity with the said tender document. We have read the provisions of tender document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to.

We also certify that we have not been blacklisted by any Central Govt./ State Govt./ PSU in India. We also agree to abide by the terms and conditions of this Bid, consisting of this letter, the Technical and Financial Proposal, the duly notarized written power of attorney, and all attachments, for a period of 180 days from the date fixed for submission of Bids as stipulated in the tender document and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification. Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.

We understand you are not bound to accept any bid you receive.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Bid for and on behalf of [Name of Respondent]

Name of Service Provider Firm:

Address:

ANNEXURE - B

Form Tech – II: Format for Technical Evaluation – Annex B(i)

A. Documents and Information (copies to be enclosed) to be submitted by the Service Provider Firm, Checklists

No	Particulars	Numbers / details / Page no./ Remarks /
1	Service Provider Firm Profile	
	Detailed office address of the Service Provider Firm with Office, Telephone Number, Fax Number, Mobile Number, e-mail id and the name of the contact person	
	Name and address of the CEO/ Director/Owner of the Service Provider Firm with Tel./ Mobile No:	
2	Tender Fee Rs _____ (Rupees _____ only) Details of Tender Fee i. Amount ii. Draft/ Pay Order No. iii. Date iv. Issuing Bank	
3	EMD Rs in favour of _____, payable at _____ Details of EMD i. Amount ii. Draft/ Pay Order No. iii. Date iv. Issuing Bank	
4	Income Tax audit report.	
5	Copy of GST Registration Certificate	
6	Copy of PAN/ TAN Cards	
7	Experience Certificates	
8	Cover letter duly signed Annex A	
9	The Performa of technical bid duly filled in Annex B (i) and B (ii)	
10	Details of approach and methodology	
11	Any other documents (additional rows may be added)	

TECHNICAL Evaluation – Annex B(ii)

S No	Particulars	Details to be filled by bidder
1	Annual Turnover of the Service Provider Firm for the past 3 financial years (in INR Lakhs): Proof of financial status of the Service Provider Firm in form of balance sheet for the past three FYs.	
2	Past experience in number of years of catering to HR and related business to State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Large Private Sector Enterprise. List of other clients (may attach separate sheet)	
3	HR and related services to number of State/ Central Government Organizations/ PSUs or	

	Government Autonomous Organizations/ Private Sector Enterprise	
4	Approach & Methodology (A&M) for Selection & Supply of Candidates. The A&M must detail out how the Service Provider Firm core management staff would provide back-up support to the deployed personnel in smooth running of day to day business. It should also specify the methods that it will adopt in Screening/ Recruitment/ Staffing/ Testing/ Assessment/ Certification/ Training/ Payrolling. Service Provider Firm Firms will be required to make Technical Presentation on Approach & Methodology.	Attach separate sheets for detailed approach and Methodology.
5	Whether a copy of the terms and conditions duly signed, in token of acceptance of the same is attached?	
6	Details of the contract with any two Govt./Public sector Organization etc. with contact person's name & telephone /cell no. etc.	

Note: It is mandatory to attach the self attested copy of required certificates/proof with above information.

Date:

Place:

Appendix - A

Terms of Reference

National Health Mission, District Health & Family Welfare Society, _____ Uttarakhand urgently requires Service Provider Firm for supplying manpower as per requirements on rate contract basis for its various ongoing public health programmes in the State.

2. Scope of Work

Respective DHFWS proposes to hire Service Provider Firm to undertake the following activities. The key areas of scope include:

(1) Setting up of a Local Office of hired Service Provider Firm in _____

The same has been elaborated as follows:

(1) Setting up of a Local Liaisoning Office of hired Service Provider Firm in _____

The selected Service Provider Firm is expected to have its local office(s) in Dehradun to liaise on day to day basis with Respective DHFWS. As the manpower requirement may be consistent in NHM for its various ongoing programmes. Service Provider Firm may appoint a full time liaison officer to facilitate the manpower as per the requirement raised from time to time.

(2) Recruitment Functions

- a. The selected Service Provider Firm would have to undertake its own manpower testing through pre-proven methods like written tests, Group Discussions, Interviews etc. as per the requirements of the respective positions.
- b. The Service Provider Firm is expected to co-ordinate and to work in tandem with Respective DHFWS and share the final assessment results with respective DHFWS.
- c. The Service Provider Firm would be required to undertake character check/ police verification/ verification by the Gazetted Officer of the referred candidates using appropriate methods.
- d. The Service Provider Firm would forward at least **THREE** qualified CVs for each of the vacant position except Specialist as per request raised by respective DHFWS. If board/ screening committee rejects the candidate, agency will be liable to provide another CV for that particular post.
- e. A screening committee shall be constituted by **District & Health Family Welfare Society** for selection of candidates referred by Service Provider Firm. **Respective DHFWS** may take / supervise interview of the shortlisted candidates before their final deployment.

(3) Other Functions

(a) Agreement to Service Levels:

Service Provider shall have to comply with the following indicative service levels. The same may be expanded during signing of the contract.

S No	Service	Expected Service Level	Penalty in case of default
1	Replacement of Personnel at the request of respective DHFWS	At least 30 days of written intimation received by Service Provider Firm from respective DHFWS	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the Service Provider Firm
2	Replacement of Personnel initiated by Service Provider Firm	At least 30 days of written intimation received from Service Provider Firm by Respective	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the Service Provider

		DHFWS	Firm
3	Maximum No. of Replacements initiated by the Service Provider Firm in a Quarter	Should not be more than 5% of the total number of HR supplied	@ 1% of the monthly payment due in succeeding month
4	If the Service Provider Firm fails to place the HR	Within the period specified in clause 11 of General Terms & Condition stated below	@ 1% of monthly charge per day (of person remuneration) will be recovered from the monthly bill of the Service Provider Firm

Note: * Replacement penalties would not be applicable if the deployed HR is replaced under exceptional circumstances including death, prolonged illness and on leaving the Firm. Maximum Penalty cannot exceed 10% of the contract price. On further default, termination of contract subject to review by a committee formed by respective DHFWS.

(b) For personnel deployed for more than 3 months, Performance Appraisal shall be done as per the standard procedure defined by respective DHFWS from time to time. The outcome of the same shall be shared with service provider firm and upon the request by respective DHFWS, an HR may be replaced.

GENERAL TERMS & CONDITIONS:

1. All the recommended candidates shall have good working knowledge of English and Hindi both in oral and written communication.
2. All the recommended candidates (professional staff) shall have hands on experience on Computer/ Laptop & Internet.
3. It shall be the responsibility of the deployed manpower and the Service Provider Firm to see that all the designated manpower performs the tasks allotted to them by respective DHFWS effectively, efficiently and speedily. The responsibility of statutory/ compulsory deductions like EPF/ Income Tax and other statutory dues etc. from the manpower deployed will be of the hired Service Provider Firm. No extra payment shall be made by the Respective DHFWS in this regard. Service Provider Firm will have to submit compliance report to this effect at the end every financial quarter to respective DHFWS.
4. If in any facility, a team of Specialists is required, then the Service Provider Firm has to provide the complete team of three specialists (Obs & Gynae, Paediatrician, Anaesthetist). If one/two specialist is deployed at facility out of a team of three, then the service provide firm has to provided rest of two/one specialist completing the team with 30 days of the first deployment of specialist. Else no payment shall be made for all Specialist HR deployed in that facility.

5. Billing - The Service Provider Firm shall submit the stamped wage bills/ invoice (in triplicate) to the respective DHFWS on monthly basis as stated in Payment Terms after completion of the calendar months for payment. In normal circumstances, the payment shall be made within 30 days from the date of submission of the bills. If payment is not made within 30 days of submission of bills, respective DHFWS will be liable to pay interest @ 1% (**daily**) on the amount of the bill. Bill to be raised centrally for respective DPMU. Attendance of each candidate deployed by Service Provider Firm will be authenticated via email by concerned facility Incharge for service delivery HR/ Reporting Officer for Program Management HR and will be forwarded further to DPMU of respective district. DPMU will check/ verify the attendance and process it for payment within 24 hours for approval. No extra payments towards Telephone charges, Data Card usage, transport etc., will be made by Respective DHFWS (official field duty visit may be paid as per respective DHFWS rules subject to prior approval of competent authority).

6. The liability of service tax or any other tax or Levies will be borne by the Service Provider Firm.
7. The copies of appointment letter issued to the HR deployed in the respective DHFWS shall be provided to the respective DHFWS by the Service Provider Firm.
8. The Service Provider Firm shall ensure that the manpower engaged by them is pre-verified for character and antecedents before deploying them for duty in the respective DHFWS Office.
9. The Service Provider Firm will provide to the respective DHFWS, a list of all personnel so deployed with permanent and present address along with their photographs.
10. The character verification of the personnel through local police/Gazetted Officer should be furnished at the time of deployment.
11. The Service Provider Firm will provide all selected candidates for deployment with laminated Identity Cards with their Names, Designations, Place of Deputation, Residential addresses with signatures of a person duly authorized by the Service Provider Firm. (Laminated Identity cards could be issued to staff deployed for more than 3 months, others may be given a paper identification card with the verified photograph) The candidates shall have to carry the card with them at all times.
12. Respective DHFWS shall have the right to terminate the contract at any stage without assigning any reason whatsoever, by giving one months notice of termination to the Service Provider Firm.
13. In case of any dispute, the decision of the Competent Authority of the respective DHFWS will be final and binding.
14. **Nationality:** All the proposed candidates must be Citizens of India.
14. **Age Limit:** Age limit shall be from 18-40 years as on (..... date) for the year 2018-19 and relaxable for deserving candidate.
15. **Medical Fitness:** All the deployed candidates must be in good mental and physical health required for efficient discharge of her/ his duties. Candidates deployed under disabled quota, must be free from those physical defects which are likely to interfere with the efficient discharge of her/ his official duties. **Medical fitness certificate to be provided by the Govt registered medical practitioner only.**
16. The Service Provider Firm shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. Respective DHFWS shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider Firm's employees performing duties under the contract.
17. The Service Provider Firm will be responsible for any damages done to the property of the respective DHFWS by the HR so employed, and shall reimburse/replace or rectify any damage done.
18. The Service Provider Firm shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and respective DHFWS shall not be a party to any dispute arising out of such deployment by the Service Provider Firm.
19. Respective DHFWS has right to the demand for change/replacement of the personnel at any point of time.
20. Respective DHFWS would ensure provision of the seating and working space for the deployed staff at the place of posting.
21. The Service Provider Firm shall replace immediately any of its personnel, if they are unacceptable to the Respective DHFWS because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/ misconduct on the part of manpower supplied by the Service Provider Firm upon receiving written notice from respective DHFWS.
22. Respective DHFWS shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider Firm.

23. The Service Provider Firm's personnel working in Respective DHFWS should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of respective DHFWS. The Service Provider Firm shall be responsible for any act of indiscipline on the part of personnel deployed by them.
24. The Service Provider Firm's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
25. The Service Provider Firm's personnel shall not claim any benefit/ compensation/ absorption/ regularization of service with respective DHFWS. Undertaking from the Personnel to this effect will be required to be submitted by the Service Provider Firm to this office. The Service Provider Firm shall indemnify respective DHFWS from any such liability.
26. Any dispute regarding working hours and regarding compensation to be paid to the workers deployed will be the responsibility of the Service Provider Firm and no representation will be entertained on this issue by respective DHFWS.
27. The character and antecedents of each personnel of the Service Provider Firm will be verified before their deployment and a certification to this effect will be submitted to respective DHFWS.
28. The Service Provider Firm shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering around during working hours.
29. The Service Provider Firm shall engage the necessary personnel as required by respective DHFWS from time to time. The said personnel engaged by the Service Provider Firm shall be either the employee or on contract of the Service Provider Firm and it shall be the duty of the Service Provider Firm to pay their salary every month by 7th day of the succeeding month.
30. The transportation, food, medical and other statutory requirement in respect of each personnel of the Service Provider Firm at the initial place of posting would be the responsibility of the Service Provider Firm and that respective DHFWS will not entertain any claim in this regard. However, in some exceptional cases respective DHFWS may take a decision to admit outstation TA/DA as per Respective DHFWS guidelines. The official visit will be paid as per the rules of respective DHFWS.
31. The normal working hours of the personnel deployed shall be as per instructions of Facility Incharge on all working days. Respective DHFWS will have discretion to change the normal working hours of some or all of the personnel deployed under intimation to the Service Provider Firm.
32. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
33. All personnel deployed in respective DHFWS would be entitled for leave as per Leave Rules of respective DHFWS.
34. Duties of deployed personnel can be changed or they can be assigned to any department as deemed fit by respective DHFWS.
35. All Leave applications for that month shall be submitted duly approved and sanctioned otherwise wages for that particular month shall be withheld till needful is completed or payment may be recommended with deduction on pro rata basis.
36. Work done by the manpower hired from the Service Provider Firm shall be the property of respective DHFWS.
37. The personnel provided by the Service Provider Firm shall understand the work responsibility and shall complete the work assigned by respective DHFWS. Payment of any overtime or compensation demanded will be solely the responsibility of Service Provider Firm.
38. The Service Provider Firm shall provide a substitute well in advance if there is any probability of the personnel leaving the job due to his/her own personal reasons. The payment

in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider Firm.

39. The Service Provider Firm shall be easily available at all times and message sent by e-mail/fax/letter from Respective DHFWS to the Service Provider Firm shall be acknowledged immediately on receipt on the same day.

40. Respective DHFWS reserves the right to cancel the rate contract in whole or any part thereof and shall be entitled to revise the rate contract wholly or in part by a written notice to the selected Service Provider Firm bidder, if:-

- The Service Provider Firm fails to comply with the terms of the order including specifications and other requirements;
- The Service Provider Firm becomes bankrupt or goes into liquidation;
- The Service Provider Firm fails to provide the services on time.

The Liaisoning Officer appointed by the Service Provider Firm is supposed to receive any kind of property, asset issued to / used by the HR deployed by the Service Provider Firm. In case of any loss/ damage/ theft of the property/ assets issued, the compensation will be borne by the Service Provider Firm. Upon receipt of the said cancellation notice, the Service Provider Firm shall not provide any services connected with the rate contract.

41. The bidder should quote the rates in figures as well as in words. Alteration, if any, unless legibly attested by the supplier, with their full signatures shall invalidate the bid. Each page of document should be signed by the owner of the Service Provider Firm himself/themselves or his/their authorized agent on his/their behalf. In case the agent signs the document, the authority letter in his favour must be enclosed with the quotation.

42. The bidder should take care that the rates / amounts are written in such a way that interpolation is not possible. No blank should be left which would otherwise make the bid liable for rejection.

43. The price offered by the bidder shall be valid for **a period of 1 year** from the date of issue of award of contract.

44. The tenure of the hiring of services can be extended at one time for a further period of 1 year on the same rates, terms and conditions provided both parties are agreeable to the same and the contract may be extended up to 05 (Five) years depending upon satisfactory performance with maximum 10% increase in the price.

45. The Service Provider Firm submitting its bid would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the bids.

46. Any action on the part of the bidder to influence anybody of respective DHFWS will make his bid liable to rejection.

47. Earnest money of Rs. 1,00,000./-(Rs One Lakh only) shall be paid in the shape of Demand Draft drawn on any Nationalised bank in favour of "UAHFWS, Uttarakhand", payable at Dehradun. Respective DHFWS reserves the right to forfeit the earnest money if any wrong declaration/commitment by the bidder is found at any stage or fails to execute the rate contract, if awarded.

48. The security /EMD furnished by the bidders will bear no interest. The EMD of unsuccessful bidders shall be returned back within 30 days of opening of financial bids and of successful bidders will be returned upon submission of Performance Security.

49. The price shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered by the Service Provider Firm shall include all applicable taxes/ duties (Central and State) as per given scope of work.

50. Settlement of Dispute

- Amicable settlement - The parties shall use their best efforts to settle amicably, all the disputes arising out of or in connection with the contract.
- Arbitration- If any dispute arises between the parties in connection with or arise of, the contract which is not resolved amicably within the period of 30 days, thereafter the matter

shall be referred to the arbitration within 2 (Two) weeks by either of the parties under the provision of Arbitration and Conciliation Act, 1996. That the parties are agreed to appoint arbitrator as decided by the chairman of DHFWS. The arbitration shall be conducted in thelanguage and the venue of the arbitration shall be in.....(city name)..... The sole arbitrator will be appointed by the DHFWS,....., and the decision of the sole arbitrator in this regard will be final and binding.

51. Conditional bids shall not be considered and will be out rightly rejected in very first instance.

52. **Performance Security** - The successful bidder will have to deposit performance security of 5% of the amount of contract in the form of Bank Guarantee of Nationalized Bank within 7 days from award of Contract along with Contract Agreement. The performance bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firm. In case the contract is further extended beyond the initial period, the performance bank guarantee will have to be accordingly renewed by the successful bidder.

53. The Service Provider Firm will indemnify respective DHFWS to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to Agencies' violation of any patents and copy rights.

54. Respective DHFWS can terminate the services contract at anytime by giving one month notice for repeated breach of the Service Levels or Terms and Conditions, as provided in the Service Level Agreement, by the Service Provider Firm.

55. **FORCE MAJEURE:** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

56. **JURISDICTION:** The sole jurisdiction over any matters arising in connection with any actions or proceedings arising out of or in relation to this RFP and subsequent contract shall be with the Courts of (.....city name) only. The courts at (.....city name) alone shall have the jurisdiction in any matter arising out of Correlating to this tender.

57. The period of contract will be for a period of **01 year** from the date of signing the Agreement and the contract may be extended up to 05 (Five) years depending upon satisfactory performance with maximum 10% increase in the price.

Signature of Authorized Officer of the Service Provider Firm

Full Name –

Seal

Date:

Place:

Position wise Qualifications -

Sr. No.	Name of post	No. of vacancies	Qualifications & Experience

**AGREEMENT FOR HIRING OF SERVICE PROVIDER FIRM TO PROVIDE
MANPOWER AS PER THE REQUIREMENT OF NATIONAL HEALTH MISSION,
UTTARAKHAND**

This agreement is made on this _____ day of _____ 20____ between
M/s _____ (_____
herein after called the Service Provider Firm whose term includes its successors and
assignees) whose registered office is at _____ -

_____ and is acting through its authorized official _____,
AND _____ / Mission Director, National Health Mission/UA&FWS
Uttarakhand (herein after called the Employer whose term includes its successors and
assignees) Whose office is situated at Danda Lakhond, Sahastradhara Road, PO-Gujrara,
Dehradun-248001. The Service Provider Firm will provide Manpower at Respective DHFWS
on rate contract basis as per terms and conditions herein contained, and rates as mentioned in
Annexure C.

Now these present witnesses and it is hereby agreed and declared by and between the parties
to these present as following.

1. _____ The Service Provider Firm shall during the period of this contract that is to say
from _____ 20____ to _____ 20____ or until this contract is determined by such
notice as herein after mentioned, will provide Manpower Services, on the rates accepted as
described in the schedule vide **Annexure-C** to this agreement. It is agreed by the Service
Provider Firm that number of manpower and services required is likely to change and may be
demanded according to the exigencies of service by respective DHFWS.
2. _____ The Service Provider Firm shall comply with all the terms and conditions of
tender/calling of quotation notice which are part and parcel of this agreement and forms
integral part of this agreement and also the following.
4. _____ The credentials of the manpower including police verification shall be verified
by the police and manpower deployed shall not normally be changed during the course of
contract. Respective DHFWS only reserves the right to substitute the manpower which the
Service Provider Firm shall comply. If for any reason whatsoever respective DHFWS is not
satisfied with the services provided or the manpower, the Service Provider Firm's office will
be informed immediately and they should accept the liability to replace it as per requirement.
If for any reason the Service Provider Firm is not in a position to provide services as
demanded by respective DHFWS, then the respective DHFWS will be free to engage these
services from the open market and debit the expenditure on account of it on the claims
payable to the Service Provider/Firm.
5. _____ Service Provider Firm will submit bills to the respective DHFWS on monthly
basis for release of payment.
6. _____ If the Service Provider Firm fails to provide the services desired by respective
DHFWS and if the service is not found satisfactory enough, then Respective DHFWS shall
have the right to terminate the contract in whole or part.
7. _____ If it is found that due to any reason (what-so-ever it may be) any areas is not
covered or any of the operation/functions/duties connected with ToR, recovery will be done
as mentioned in General Terms & Conditions of Terms of Reference.
8. _____ In case of any accident resulting in loss or damage to property of life, the sole
responsibility for any legal or financial implication would vest with the Service Provider
Firm. Respective DHFWS shall have no liability whatsoever.

9. That Service Provider Firm is liable for any legal dispute/cases/claims that have arisen or may arise during the agreement in respect of services provided by Service Provider Firm. Respective DHFWS will not be liable for any loss, damages, etc. suffered / to be suffered by Service Provider Firm or third party as the case may be.

10. The Service Provider Firm shall also be liable for all fines, penalties and other criminal offences arising out of or concerning the services provided during the hire period and any toll charges or entry Taxes payable locally and the Service Provider Firm accordingly indemnifies respective DHFWS against all such liability.

11. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chairman of respective DHFWS.

12. If the Service Provider Firm institutes any legal proceedings against respective DHFWS to enforce any of its rights under this agreement it shall be in the legal jurisdiction of respective district.

Signed _____
For and on behalf of the Respective DHFWS
Name (caps) _____
Position _____
Date _____

Signed _____
For and on behalf of the Service Provider Firm
Name (caps) _____
Position _____
Date _____

In the presence of Witnesses

1.

2.

In the presence of Witnesses

1.

2.

Annexure – D
List of offices/ facilities for Manpower

Sr. No.	Name of post	No. of posts