

Issued to M/s. _____

Sl.No.

REQUEST FOR PROPOSAL

FOR

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



RFP Reference: SPMU/PROC/HR/HQ/

NATIONAL HEALTH MISSION, UTTAR PRADESH

Mission Director, NHM, U.P.

19-A Vishal Complex, VidhanSabhaMarg,

Lucknow (U.P.) India.

STATE PROGRAMME MANAGEMENT UNIT,
NATIONAL HEALTH MISSION,U.P.
19-A, VISHAL COMPLEX,VIDHAN SABHA MARG, LUCKNOW

TENDER DOCUMENT FOR
Hiring of quality manpower on a rate contract basis as per the requirement of
National Health Mission

INVITATION TO BID

Sealed quotations are invited from firms (on official letterheads) duly filled for award of **Hiring of Service Provider to provide quality manpower on a rate contract basis as per the requirement of National Health Mission** on monthly basis at SPMU, NHM Uttar Pradesh, Lucknow for the period of two years.

S No.	Description of work	EMD (INR)	Last date of sale of bidding documents
1	Hiring of Quality Manpower on rate contract basis as per the requirement of National Health Mission	1,00,000.00	21.09.2016

Tender form along with details of condition can be obtained from the office on any working day from 2:00 P.M. to 4:00 P.M. on payment of non-refundable fee of Rs. 1000/- (Rupees One Thousand only) by way of Demand Draft/ Bankers cheque drawn in favour of State Health Society, Uttar Pradesh payable at Lucknow, mentioning name and full postal address of the firm.

Tender form can also be downloaded from the website upnrhm.gov.in. Such bidders, downloading the form from website will have to submit tender fees in the form of Demand Draft/ Bankers Cheque in favour of State Health Society, Uttar Pradesh payable at Lucknow along with their technical bid.

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

The firms who fulfill the following eligibility conditions should only apply.

1. The Service Provider (hereafter referred to as "Service Provider" in this document) is required to submit the **Technical and Financial Bid** in two separate sealed covers clearly super scribed "Technical Bid for "Hiring of Service Provider to provide quality manpower on rate contract basis as per the requirement of National Health Mission" and "Financial Bid for "Hiring of Service Provider to provide quality manpower on rate contract basis as per the requirement of National Health Mission". The Quotations in a sealed cover super scribed "Quotations for "Hiring of Service Provider to provide quality manpower on rate contractbasis" should reach the office of "Mission Director, National Health Mission, Uttar Pradesh, 19-A Vishal Complex, Vidhan Sabha Marg, Lucknow- 226001".

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 those bidders will be opened who fulfill all the requirements of the technical bid.

MISSION DIRECTOR
NATIONAL HEALTH MISSION- U.P.

TENDER DATA

1.	Purpose of RFP	“Hiring of quality manpower on rate contract basis as per the requirement of National Health Mission”
2.	Tender No and Date of Issue	SPMU/PROC/HK/HQ/2015-16- 001 Dated-
3.	Earnest Money Deposit	Rs. 1,00,000.00
4.	Tender Fee	Rs. 1000.00 (Rupees Only Thousand only)
4.	Pre Bid Meeting	30.08.2016 At 11.00 hrs
5.	Last Date for Submission	23.09.2016 by11.00hrs
6.	Bid Validity	120 days from the date of submission of the bid
7.	Address for Submission	Mission Director , NHM U.P. State Programme Management Unit 19 A,Vishal Complex , Vidhan SabhaMarg Lucknow-226001
8.	Date of Opening of Technical bid	23.09.2016 at 13:30 hrs
9.	Date of Opening of commercial bid	To be notified at a later date after the Technical evaluation is completed. Shortlisted Service Provider shall be notified in writing or through mail.
10.	Contact for any queries	gmhqspmu@gmail.com

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:

The tenderers should have the following qualifications for bidding:

- i. Shall be a registered and reputed firm in the area of Human Resources Deployment (Screening/ Recruitment/ Staffing/ Testing/ Assessment/ Certification/ Training/ Pay rolling)
- ii. Shall be having 3 years' experience and expertise in the relevant field as above.
- iii. Shall have PAN/TAN number.
- iv. The firm shall be registered with THE CONTRACT LABOUR (Regulation & Abolition) Act 1970
- v. Shall be registered with Service Tax Department.
- vi. Shall be registered with EPF and ESI.

2. Mandatory Documents to be enclosed with the Techno-commercial 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 registration certificate of agency for providing manpower;
- b) Attested copy of PAN Card and copy of labour license;
- c) Attested copy of Income Tax Clearance Certificate;
- d) Attested copy of Service Tax Registration Certificate;
- e) Attested copy of the P.F. Registration letter/certificate;
- f) Attested copy of the latest IT return filed by agency;
- g) Attested copy of the E.S.I. Registration letter/certificate;
- h) Certified documents in support of Financial turnover of the agency;
- i) Statement of Bank A/c of the name of Company/Agency for the last six months;
- j) Details of agreement made by Company for the five years along with proof;
- k) Undertaking to be furnished by the service provider that service provider having no legal suit/criminal case pending against its proprietor or any turpitude or for violation of laws in force.
- l) A certificate/affidavit to the effect that firm is neither blacklisted by any Government Department nor any criminal case is registered against the firm or its owners/partners anywhere in India.
- m) A signed copy of the terms and conditions stipulated forward of the contract, convey in acceptance of the same.

A. DESCRIPTION OF SERVICES TO BE PROVIDED:

1. The HR Agency shall provide the required quality manpower within a specified period as given in table below from the date of placement of the order by National Health Mission, U.P. The agency may provide the way to meet the requirement of extra deployment in their approach and methodology in shorter time duration.

S No	No. of Persons to be deployed	Response Time
1	115 (approx.)	Less than 15 days from signing of Agreement

2. The responsibility of pre-selection of the referred candidate and dispatch of relevant CVs shall lie with HR Agency. Final selection of the candidates will be done on the basis of skill test and interview that may be conducted by the agency, in the supervision of SPMU, NHM-U.P. The HR Agency should have adequate experience of providing quality manpower to various Government Departments, Public Sector Undertakings, Government Autonomous organizations and Large Private Sector Enterprise.
3. The bidder shall indemnify SPMU, NHM-U.P. against all claims arising as a result of any dispute between the HR Agency and the manpower so deployed in SPMU, NHM-U.P.
4. **MANPOWER REQUIREMENT:** Approximate estimated Position-wise Requirement for Manpower is as under: -

S No	Designation	No. of Existing Position at SPMU	No. of Existing Position at DG, FW	Position lying vacant	Total
1.	Data Assistant	3	6	-	9
2.	Data Analyst	3	1-	-	4
3.	Accountant	1	5		6
4.	Computer Operator / Data Entry Operator	13	1	23	37
5.	Programme Assistant	1	6	-	7
6.	Programem Assistant (IEC Bureau)	-	1	-	1
7.	Office Assistant	21		3	24
8.	Electrician (SPMU)	1	1	-	2
9.	Dispatcher	2	-		2
10.	Dak Distributor	-	-	2	2
11.	Photostat Operator	2	-	0	2
12.	Technical Support Executives	3	-	1	4
13.	SO to MD	1	-	-	1
14.	Asst. Cold Chain Officer	-	1	-	1
15.	Cold Chain Handler		4	-	4
16.	Computer Assistant(RI)	-	1	-	1
17.	Computer Operator cum store Incharge	-	1	-	1
18.	Loader	-	1	-	1
19.	Guard	-	3	-	3
20.	Arms Guard	-	1	-	1
21.	Gardener	-	1	-	1
22.	Sweeper	-	1	-	1

5. The approximate annual approvals for HR expected from agency is around Rs. 2.00 crores.

Detailed Terms of Reference are provided in **Annexure-E**

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: Terms of Reference.
5. Annexure E: Position-wise Job Description
6. Annexure F: Contract Agreement.

Terms & Conditions

1. The personnel so deployed shall have to report for duty at any designated place in the State. The place may be changed and intimated from time to time as per the requirement.
2. The normal working hours of the personnel deployed shall be from 09.30 A.M. to 06.00 P.M. with a lunch break from 1.00 PM to 1.30 PM on all working days. NHM-U.P will have discretion to change the normal working hours of some or all of the personnel deployed under intimation to the HR Agency.
3. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
4. All personnel deployed in NHM-U.P. would be entitled for 14(Fourteen) days of casual leave for which prior approval will have to be obtained from their Department head and subsequently sanctioned by GM (HQ). At no time can they avail themselves more than 3 days casual leave.
5. Duties of deployed personnel can be changed or they can be assigned to any department as deemed fit by the employer.
6. 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.
7. Duration of the deployment may be mutually extendable and would be communicated in writing by NHM- U.P. to the hired agency.
8. The personnel provided by the agency, shall understand the work responsibility and shall complete the work assigned by NHM-U.P. The work may be completed on or after office time or on holidays. Payment of any overtime or compensation demanded will be, solely the responsibility of agency.
9. NHM- U.P. may come up with more requirements of manpower in terms of quantity of deployed personnel and other skills sets as per the requirements. The agency is expected to deploy these newer manpower requirements against mapping them on the pre-tendered positions.
10. It is expected that HR Agency would supply honest and good character Professionals/ Support staff. The agency is expected to make adequate enquiry about the character and antecedents of the personnel whom they are recommending.
11. Any liability or circumstances created by the deployed staff resulting in financial and material losses to the NHM-U.P. shall be recovered from the HR Agency.
12. HR Agency is also expected not to recommend any professional/ support staff having any Police records/ criminal cases against them.
13. The payment shall be made on conclusion of the calendar month every month on the basis of no. of working days for which duty has been performed by each personnel. HR Agency would be expected to raise the invoice/ wage bill for the deployed personnel to NHM-U.P. every month by 30th of each calendar month.
14. Payment of Salary by HR Agency to Deployed Staff: The HR Agency shall ensure that the salary to the persons so employed is made by the 7th day of the succeeding month. The payment shall be made through RTGS/ online transfer in the personal account of the candidates.
15. **Statutory deductions:** The income Tax/ TDS and other statutory deductions, as applicable will be deducted from the payments made to the HR agency. Tax deduction certificate will be issued to the HR Agency by NHM-U.P.
16. HR Agency will have to submit compliance report on submission of EPF, ESI, Income Tax etc. for the deployed personnel every financial quarter to NHM-U.P.
17. In emergent cases such as the personnel deployed falls sick or is not able to attend the office for the reason beyond his control continuously for more than 7 days, the HR Agency shall deploy a suitable substitute. If the Agency fails to deploy the substitute, without prejudice to any other right or remedy available under the law to NHM-U.P., on account of such breach, pro-rata recovery along with penalty

- @ 2 % of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the HR Agency.
18. The period of contract with the HR agency/agencies will be initially for a period as given in Table at Description of Services above, extendable at the discretion of the NHM- U.P., depending upon the requirements as well as the performance of the manpower supplied by the HR Agency.
 19. NHM- U.P. will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
 20. In case of NHM- UP's requirement of less than 100 personnel at a given point in time or at time of interview and skill test the HR Agency must send CVs of candidates three times of the requirements (3x1) within 30 days of such requisition by NHM-U.P. For the requirement of more than 100 personnel one relevant CV for each vacant position would be admissible.
 21. The SPMU, NHM, U.P. shall not be responsible for any damages, loses, claims, financial or other injury to any person. **The risk and coverage shall be maintained by the Service Provider Agency through insurance.**
 22. **Work done by the manpower hired from the Service Provider agency, shall be the property of SPMU-NHM.**
 23. SPMU-NHM 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 agency bidder, if:-
 - The agency fails to comply with the terms of the order including specifications and other requirements;
 - The agency becomes bankrupt or goes into liquidation;
 - The agency fails to provide the services on time.
 - a receiver is appointed for any of the property owned by the agencyUpon receipt of the said cancellation notice, the agency shall not provide any services connected with the rate contract.
 24. 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 supplier 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.
 25. 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.
 26. The price offered by the bidder shall be valid for a **minimum period of one financial year** from the date of issue of award of contract.
 27. The tenure of the hiring of services can be extended for a further period of 1years on the same rates, terms and conditions provided both parties are agreeable to the same.
 28. The agency 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.
 29. Any action on the part of the bidder to influence anybody of SPMU-NHM, U.P. will make his bid liable to rejection.
 30. Earnest money of Rs. 1,00,000/-(Rs.One Lakh only) shall be paid in the shape of bank draft/Bankers Cheque drawn on any nationalised bank in favour of "State Health Society, Uttar Pradesh", payable at Lucknow, along with Technical Bid. SPMU-NHM, U.P. 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
 31. 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 as mentioned in clause 34.
 32. 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 you shall include all applicable taxes/duties (Central and State) as per given scope of works.
 33. 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-

1. 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 weeks by either of the parties under the provision of Arbitration and Conciliation Act, 1996. That the parties are agreed to appoint arbitrator as Principal Secretary Medical Health & Family Welfare.
2. The place of arbitration shall be in Lucknow, U.P. India.
34. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
35. **Performance Security** The successful tenderer will have to deposit performance security of 05% of annual approval rate of HR salary in ROP 2015-16 (refer point number 5 of section A-DESCRIPTION OF SERVICES TO BE PROVIDED) in the form of Bankers Cheque/Demand Draft/Bank Guarantee of reputed Bank within 7 days from award of Contract along with Contract Agreement as in **Annexure-F**. 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 tenderer.
36. The Service Provider will indemnify SPMU, NHM, UP, Lucknow 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.
37. SPMU NHM, UP, Lucknow can terminate the services contract, for, 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.
38. **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.
39. **JURISDICTION:** The courts at Lucknow alone shall have the jurisdiction in any matter arising out of Correlating to this tender.

B. PREQUALIFICATION CRITERIA: -

Following criteria shall be applied for eligibility of HR Agency

- (a) Average Annual Turnover of the bidding HR Agency in 3 financial years i.e. 2012-13, 2013-14 and 2014-15 shall not be less than **INR 1 Crores** from the human resource and related business (Screening/ Recruitment/ Staffing/ Testing/ Assessment/ Certification/ Training/ Pay rolling). The applicant agency 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 **3 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 agency shall submit copies of Certificate of Incorporation, the relevant work orders/ Client Satisfaction Certificate as credentials. (NHM-U.P. may seek client feedback on services provided by HR Agency)
- (c) Shall have engaged in human resource and related business in minimum 3 State/ Central Government organizations/ PSUs or Government Autonomous Organizations/ large private sector enterprise.
- (d) Shall have supplied at least **100 personnel** in State/ Central Government organizations/ PSUs or Government Autonomous Organizations/ Large Private sector Enterprises a single contract. Enclose copy of the Work-order/ Contract etc.

C. EVALUATION OF BIDS

Technical evaluation would be undertaken as follows:

1. **Average Annual Turnover of the Agency (MSP) for 3 financial years i.e. 2012-13, 2013-14 and 2014-15.**
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.

3. HR and related services to number of State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise.
Supplying more than 100 personnel to State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise, in a single assignment
5. Approach & Methodology (A&M) for Selection & Supply of Candidates. The A&M must detail out how the HR Agencies core management staff would provide back-up support to the deployed personnel in smooth running of day to day activities. It should also specify the methods that it will adopt in Screening/ Recruitment/ Staffing/ Testing/ Assessment/ Certification/ Training/ Payrolling.

FINANCIAL EVALUATION: - Financial bids of only those bidders who are qualified technically will be opened and considered for financial evaluation. Lowest cost quoted will be determined to award the Contract (lowest cost in financial bid will be the **column-D** -i.e. service charge and other loadings) as annexed at annexure-C.

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Form Tech – I: Format for Technical Bid

To,

The Mission Director
SPMU, NHM, U.P.
19-A, VidhanSabhaMarg, Lucknow.

Sub: Bid for Selection of HR Agencies for Supply of Quality Manpower on Rate Contract Basis

Having examined the tender document, we, M/s_____, offer to be selected as preferred bidder with SPMU, NHM-U.P., 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 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 90 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 Agency:

Address:

Form Tech – II: Format for Technical Bid

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

S No	Particulars	Numbers / details / Remarks / Page number
1	Agency Profile	
	Detailed office address of the Agency 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 Agency with Tel./ Mobile No:	
2	Tender Fee Rs 1000.00 Details of Tender Fee i. Amount ii. Draft No. iii. Date iv. Issuing Bank	
3	EMD Rs 1,00,000.00 in favour of State Health Society, Uttar Pradesh payable at Lucknow. Details of EMD i. Amount ii. Draft No. iii. Date iv. Issuing Bank	
4	Registration certificate under “THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970” of MSP.	
	Whether registered with all concerned Government authorities (Labour License No. /EPF/ESI/Registration Number under the Shops & Establishment Act etc.)	
5	Income Tax audit report.	
6	Copy of EPF and ESI Registration Certificate	
7	Copy of Service Tax Registration Certificate	
8	Copy of PAN/ TAN Cards	
9	Experience Certificates	
10	Cover letter duly signed annex A	
11	The Performa of technical bid duly filled in	
12	Details of approach and methodology	
13	Any other documents (additional rows may be added)	

B- TECHNICAL Bid

S No	Particulars	Details to be filled by bidder
1	Average Annual Turnover of the Agency (MSP) for the 3 financial years (in INR Cr) of the MSP: Proof of financial status of the agency in form of balance sheet for the last 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	Supplying more than 100 personnel to State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise, in a single assignment. Experience in dealing with Government Departments/ Clients (here, indicate the names of the Departments, Name of the Official in Contact, her/ his mobile/ landline (Attach copies of contracts/orders sought by the agency) (Please provide at least 2 contacts in different Government Departments. These contacts could be used for taking up the Agencies Client Feedback))	
5	Approach & Methodology (A&M) for Selection & Supply of Candidates. The A&M must detail out how the HR Agencies 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. HR agencies will be required to make Technical Presentation on Approach & Methodology	Attach separate sheets for detailed approach and Methodology.
6	Whether a copy of the terms and conditions (Annexure-4) duly signed, in token of acceptance of the same is attached?	
7	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 attested copy of required certificates/proof with above information.

Date: Place:

FORMAT FOR FINANCIAL BID

Total charges payable to selected bidder(in percentage on monthly salary). The above charges shall be inclusive of service Charges, service tax &any other loadings. The service provider agency will be required to submit details of all taxes paid by the agency in reference to transaction with SPMU, NHM.

Signature of Authorized Officer of the Agency

Full Name

Seal

Date:
Place:

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Terms of Reference

National Health Mission, Uttar Pradesh urgently require hiring HR Agency/s for supplying manpower requirements on rate contract basis for its various ongoing developmental programmes in the State and also as SPMU, NHM, U.P. Contractual Staff on outsourcing model to be positioned at Lucknow.

2. Scope of Work

SPMU, NHM- U.P. proposed the hired HR Agency's to undertake the following activities. The key areas of scope included:

(1) Setting up of a Local Office in Lucknow (2) Recruitment Functions (3) Training Functions (4) Other Functions

The same has been elaborated as follows:

(1) Setting up of a Local Liaisoning Office in Lucknow

The selected HR Agency is expected to have local office(s) in Lucknow to liaise on day to day basis with SPMU, NHM-U.P. As the manpower requirement may be consistent in the Department for its various ongoing programmes, HR Agency 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 HR Agency would have to undertake its own manpower quality testing through pre-proven methods like written tests, Group Discussions, Interviews etc. as per the requirements of the respective positions.
- b. The HR Agency is expected to co-ordinate and work in tandem with SPMU, NHM-U.P. and share the final assessment results with SPMU, NHM-U.P.
- c. The HR Agency would be required to undertake character check/ police verification/ verification by the Gazetted Officer of the referred candidates using appropriate methods.
- d. The HR Agency would forward at least 3 qualified CVs for each of the vacant position request raised by SPMU, NHM- U.P., in case the requirement is less than 50 personnel.
- e. SPMU, NHM-U.P. may take / supervise interview of the shortlisted candidates before their final deployment.

(3) Training Functions

HR Agency would have to ensure proper technical training of at least 2 weeks before deputing them on the job post confirmation from SPMU, NHM-U.P. Technical Training would be designed along with the respective SPMU, NHM-U.P. officials. HR Agency will have to ensure availability of centralized classroom, ensure adequate computers relevant software's like latest version of Tally, Microsoft Office - Word, Excel, Power Point, Projects; Typing Testing Software etc.

(5) Other Functions

(a) Agreement to Service Levels:

HR Agency 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 SPMU, NHM-U.P.*	Within 7 Days of Written Intimation from SPMU, NHM-U.P.	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the HR Agency.
2	Replacement of Personnel initiated by HR Agency	At least 7 Days of Written Intimation received by SPMU, NHM-U.P.	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the HR Agency.
3	Maximum No. of Replacements initiated by the HR Agency in a Quarter	Should not be more than 5% of the total resource supplied	@ 1% of the monthly payment due in succeeding month
4	If the agency fails to place the person	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 HR agency.

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

(b) Performance Review of the Deployed Personnel:

HR Agency is expected to detail out their Performance Review Process in proposed “Approach & Methodology” at the end of 3rd month (post probation period) and on completion of one year by the deployed staff (applicable for only deployed staff requirement of more than 6 months). Copy of the performance evaluation shall be shared with SPMU, NHM-U.P. It is expected the cost of performance review would be built in quoted Rate Contract by the respective agencies.

c. For personnel deployed for more than 3 months, HR Agency will undertake Performance Appraisal every 3 months in consultation with SPM, NHM-U.P. The outcome of the same shall be shared with SPMU, NHM-U.P. and upon their request a personnel 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 HR Agency to see that all the designated manpower performs the tasks allotted to them by SPMU, NHM-U.P. 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 Agency. No extra payment shall be made by the SPMU, NHM-U.P. in this regard. HR Agency will have to submit compliance report to this effect every financial quarter to SPMU, NHM-U.P.
4. No extra payments towards Telephone charges, Data Card usage, transport etc., will be made by SPMU, NHM-U.P.. (official field duty visit may be paid as per SPMU, NHM- U.P. rules subject to prior approval of competent authority) The Agency shall submit the stamped wage bills/ invoice (in triplicate) to the SPMU, NHM-U.P. 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.
5. The liability of service tax or any other tax or Levies will be borne by the Agency.
6. The copies of appointment letter issued to the personnel deployed in the SPMU, NHM-U.P. shall be provided to the SPMU, NHM-U.P. by the HR agency.
7. The Agency shall ensure that the manpower engaged by them is pre-verified for character and antecedents before deploying them for duty in the SPMU, NHM-U.P. Office.
8. The Agency will provide to the SPMU, NHM-U.P., a list of all personnel so deployed with permanent and present address along with their photographs.
9. The character verification of the personnel through local police/Gazetted Officer should be furnished at the time of deployment.
10. The HR agency 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 HR agency. (Laminated Identity cards could be issued to staff deployed more than 6 months, others may be given an A4 size paper identification card with the photograph) The candidates shall have to carry the card with them at all times.
11. SPMU, NHM-U.P. shall have the right to terminate the contract at any stage without assigning any reason whatsoever, by giving one months notice of termination.
12. In case of any dispute, the decision of the Competent Authority of the SPMU, NHM-U.P. will be final and binding.
13. **Nationality:** All the proposed candidates must be Citizens of India.

14. Age Limit: For all the positions mentioned in the Tender document age limit would be between 18-45 Years as on **31st Aug. 2016.**

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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 provided by the registered medical practitioner.**
16. **Statutory Obligations:** The Agency is required to obtain and deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 15 days of the date of the award of the contract.
17. The Agency shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The SPMU, NHM-U.P. shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Agency's employees performing duties under the contract.
18. The Agency will be responsible for any damages done to the property of the SPMU, NHM-U.P. by the personnel so employed, and shall reimburse/replace or rectify any damage done.
19. The Agency shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and SPMU, NHM-U.P. shall not be a party to any dispute arising out of such deployment by the Agency. The Agency shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the SPMU, NHM-U.P.
20. It shall be responsibility of the Agency to issue the employment card to the worker as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulations & Abolition) Act.
21. The SPMU, NHM-U.P. has right to the demand for change/replace the personnel at any point of time.
22. SPMU, NHM-U.P. would ensure provision of the seating and working space for the deployed staff in as the Office.
23. The Agency will supply a panel of suitable candidates (Minimum 3 for each position) to enable a proper choice to be made and depending on the qualifications/credential/experience. The selection would be made by the Competent Authority in SPMU, NHM-U.P.
24. The Agency shall replace immediately any of its personnel, if they are unacceptable to the SPMU, NHM-U.P. 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 agency upon receiving written notice from SPMU, NHM-U.P.
25. The SPMU, NHM-U.P. shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency.
26. The Agency personnel working in SPMU, NHM-U.P. should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of the SPMU, NHM-U.P. The Agency shall be responsible for any act of indiscipline on the part of personnel deployed by them.
27. The Agency 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.
28. The Agency personnel shall not claim any benefit/compensation/absorption/regularization of service with SPMU, NHM-U.P. under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the Personnel to this effect will be required to be submitted by the Agency to this office. The agency shall indemnify SPMU, NHM-U.P. from any such liability.
29. Any dispute regarding working hours and regarding compensation to be paid to the workers deployed will be the responsibility of the Agency and no representation will be entertained on this issue by the SPMU, NHM-U.P.
30. The Agency shall ensure deployment of suitable professional/ support staff with proper background after investigation by the local police/Gazetted Officer, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are found unsuitable by SPMU, NHM-U.P. for any reason, immediately on receipt of such a request.

31. The character and antecedents of each personnel of the Agency will be verified before their deployment and a certification to this effect submitted to the SPMU, NHM-U.P.
32. The Agency 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.
33. The Agency shall engage the necessary personnel as required by SPMU, NHM-U.P. from time to time. The said personnel engaged by the Agency shall be either the employee or on contract of the Agency and it shall be the duty of the Agency to pay their salary every month by 7th day of the succeeding month.
34. The transportation, food, medical and other statutory requirement in respect of each personnel of the Agency at the initial place of posting would be the responsibility of the Agency and that the SPMU, NHM-U.P. will not entertain any claim in this regard. However, in some exceptional cases SPMU, NHM-U.P. may take a decision to admit outstation TA/DA as per SPMU, NHM-U.P. constitutional guidelines. The official visit will be paid as per the rules of SPMU, NHM-U.P.
35. The personnel provided by the agency, shall understand the work responsibility and shall complete the work assigned by SPMU, NHM-U.P., The work may be completed on or after office time or on holidays. Payment of any overtime or compensation demanded will be, solely the responsibility of agency.
36. The Agency 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 Agency.
37. The Agency shall be easily available at all times and message sent by e-mail/fax/letter from SPMU, NHM-U.P. to the Agency shall be acknowledged immediately on receipt on the same day.
38. The period of contract will be for a period of **one year** (extendable on mutual terms based on the department requirement) from the date of signing the Agreement.

Signature of Authorized Officer of the Agency

Full Name

Seal

Date:

Place:

Position wise Job Description

DESIGNATION	Data Assistant
EDUCATIONAL QUALIFICATIONS	Graduate preferably first division and one year Certificate Course or Diploma in Computer Applications
EXPERIENCE	03 years
SKILL SETS	Knowledge of Hindi and English typing & Microsoft Office
INDICATIVE RESPONSIBILITIES	Compilation of reports received from districts.

DESIGNATION	Data Analyst
EDUCATIONAL QUALIFICATIONS	Graduate. A degree/diploma in the field of Computer/I.T.
EXPERIENCE	03 years
SKILL SETS	Knowledge of latest software development tools, RDBMS etc.
INDICATIVE RESPONSIBILITIES	Program wise analysis of compiled data.

DESIGNATION	Accountant
EDUCATIONAL QUALIFICATIONS	B. Com
EXPERIENCE	05 years
SKILL SETS	Knowledge of Tally Software and MS Office.
INDICATIVE RESPONSIBILITIES	Managing accounts and financial reports

DESIGNATION	Accountant
EDUCATIONAL QUALIFICATIONS	B. Com
EXPERIENCE	05 years
SKILL SETS	Knowledge of Tally Software and MS Office.
INDICATIVE RESPONSIBILITIES	Managing accounts and financial reports

DESIGNATION	Accountant
EDUCATIONAL QUALIFICATIONS	B. Com
EXPERIENCE	05 years
SKILL SETS	Knowledge of Tally Software and MS Office.
INDICATIVE RESPONSIBILITIES	Managing accounts and financial reports

DESIGNATION	Computer Operator/ Data Entry operator
EDUCATIONAL QUALIFICATIONS	Graduate with one year Diploma or certificate course in Computer Applications
EXPERIENCE	03 years

SKILL SETS	Knowledge of MS Office, Hindi and English typing
INDICATIVE RESPONSIBILITIES	Data Entry as per the requirement of concerned program.

DESIGNATION	Program Assistant
EDUCATIONAL QUALIFICATIONS	MBA/MPH/Master Degree in Social Science preferably from JNU, TISS, IIPS, IIMR, NIT etc. Preferably in first Division with one year diploma in Computer Application
EXPERIENCE	03 years
SKILL SETS	Knowledge of Hindi and English typing.
INDICATIVE RESPONSIBILITIES	Assist the Program In-charge in carrying out routine works related to Program concerned.

DESIGNATION	Office Assistant
EDUCATIONAL QUALIFICATIONS	10 th Pass
EXPERIENCE	03 years in office work.
SKILL SETS	Assist in file movement and assistance related to office work
INDICATIVE RESPONSIBILITIES	Report to the Program concerned and carry out tasks as directed by concerned program in-charge.

DESIGNATION	Electrician (SPMU)
EDUCATIONAL QUALIFICATIONS	10 th Pass with Certificate course in Electrician
EXPERIENCE	03 years
SKILL SETS	Knowledge of electric wiring and other electrical issues
INDICATIVE RESPONSIBILITIES	Supervising Electrical wiring and connections in SPMU. Suggest requirement of electrical appliances as per the need of SPMU.

DESIGNATION	Electrician cum Generator Operator (DGFW)
EDUCATIONAL QUALIFICATIONS	10 th Pass with Certificate course in Electrician
EXPERIENCE	03 years
SKILL SETS	Knowledge of electric wiring and other electrical issues
INDICATIVE RESPONSIBILITIES	Supervising Electrical wiring and connections in DGFW. Suggest requirement of electrical appliances as per the need of DGFW. Operation of DG Set.

DESIGNATION	Dispatcher
EDUCATIONAL QUALIFICATIONS	Graduate with one year diploma or certificate course in Computer Applications with good knowledge of Hindi and English Typing
EXPERIENCE	03 years
SKILL SETS	Maintenance of records related to related to Incoming and outgoing office correspondence
INDICATIVE RESPONSIBILITIES	Maintain all incoming and outgoing letters as per rules. Ensure time delivery of letters to concerned.

DESIGNATION	Dak Distributor
EDUCATIONAL QUALIFICATIONS	Intermediate
EXPERIENCE	03 years
SKILL SETS	Knowledge of Hindi and English Language
INDICATIVE RESPONSIBILITIES	Ensure timely delivery of incoming and outgoing letters.

DESIGNATION	Photostat Operator
EDUCATIONAL QUALIFICATIONS	Intermediate
EXPERIENCE	03 years.
SKILL SETS	Operation of photocopier machine
INDICATIVE RESPONSIBILITIES	Operate photocopier machine. Ensure maintenance of photocopier machine as per maintenance schedule.

DESIGNATION	Cold Chain Handler
EDUCATIONAL QUALIFICATIONS	Intermediate Preferably from science stream
EXPERIENCE	03 years.
SKILL SETS	Compilation of reports related to cold chain equipment. Supervision and maintenance of vaccine storage and logistic equipment. Refilling of icepacks, preparation and conditioning of icepacks in deep freezer, packing ice packs in vaccine carrier and maintenance and disposal of vaccine vials as per guidelines. Loading and unloading of vaccine carrier.
INDICATIVE RESPONSIBILITIES	Report to the Program officer concerned and carry out tasks as directed by concerned program in-charge.

DESIGNATION	Office Assistant
EDUCATIONAL QUALIFICATIONS	10 th Pass
EXPERIENCE	03 years in office work.
SKILL SETS	Assist in file movement and assistance related to office work
INDICATIVE RESPONSIBILITIES	Report to the Program concerned and carry out tasks as directed by concerned program in-charge.

DESIGNATION	Computer Assistant (UIP)
EDUCATIONAL QUALIFICATIONS	Graduate with one year diploma/ Certificate course in Computer Applications.
EXPERIENCE	03 years
SKILL SETS	Hindi and English typing on computer with Knowledge of Microsoft office
INDICATIVE RESPONSIBILITIES	Obtaining data from districts and its compilation in soft copy. Preparation of Power Point presentation.

DESIGNATION	Office Assistant
EDUCATIONAL QUALIFICATIONS	10 th Pass
EXPERIENCE	03 years in office work.
SKILL SETS	Assist in file movement and assistance related to office work
INDICATIVE RESPONSIBILITIES	Report to the Program concerned and carry out tasks as directed by concerned program in-charge.

DESIGNATION	Loader
EDUCATIONAL QUALIFICATIONS	-----
EXPERIENCE	-----
SKILL SETS	Physically fit to load medicines, vaccines and other goods in warehouse.
INDICATIVE RESPONSIBILITIES	Load and unload medicines, vaccines and other goods at warehouse as per

RESPONSIBILITIES	instruction of pharmacist.
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DESIGNATION	Computer Operator cum store keeper.
EDUCATIONAL QUALIFICATIONS	Graduate with diploma/ certificate course in Computer Application. Diploma/ Degree in material management preferred.
EXPERIENCE	03 years in stores management
SKILL SETS	Knowledge of Hindi and English typing, stock book entry, Indent management and MIS generation
INDICATIVE RESPONSIBILITIES	Management of drugs and other goods related to Family Planning. Computerization of Stock records. Receipt and compilation of Indents. Stock Entry. Generation of MIS reports.

DESIGNATION	Guard
EDUCATIONAL QUALIFICATIONS	-----
EXPERIENCE	03 years
SKILL SETS	Physically fit for guarding the warehouse
INDICATIVE RESPONSIBILITIES	24 hours security of Drug Warehouse as per duty roster. Maintain Entry and exit records of individuals and vehicles.

DESIGNATION	Armed Guard
EDUCATIONAL QUALIFICATIONS	-----
EXPERIENCE	03 years.
SKILL SETS	Trained in use of Guns.
INDICATIVE RESPONSIBILITIES	Provide security to drug warehouse with weapon.

DESIGNATION	Gardener
EDUCATIONAL QUALIFICATIONS	-----
EXPERIENCE	03 years.
SKILL SETS	Maintenance of lawn and Garden
INDICATIVE RESPONSIBILITIES	Maintain gardens and lawns.

DESIGNATION	Sweeper
EDUCATIONAL QUALIFICATIONS	-----
EXPERIENCE	03 years.
SKILL SETS	-----
INDICATIVE RESPONSIBILITIES	Cleanliness of Office premises.

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ANNEXURE-F

AGREEMENT FOR HIRING OF SERVICE PROVIDER TO PROVIDE QUALITY MANPOWER AS PER THE REQUIREMENT OF SPMU, NHM-U.P.

This agreement is made on this _____ day of _____ 20____ between M/s _____ (herein after called the Agency/Firm whose term includes its successors and assignees) whose registered office is at _____ and is acting through its authorized official _____, AND _____ / Mission Director, State Health Society, U.P., (herein after called the Employer whose term includes its successors and assignees) Whose office is situated at_ 19-A Vishal Complex, Vidhan Sabha Marg, Lucknow-226001. The Agency/Firm will provide Quality Manpower at SPMU, NHM-U.P. 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 Agency/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 Quality Manpower Services, on the rates accepted as described in the schedule vide **Annexure-C** to this agreement. It is agreed by the Agency/Firm that number of manpower and services required is likely to change and may be demanded according to the exigencies of service by the Employer.
2. The Agency/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.
3. Agency/Firm will provide Services to Employer and registered for the purpose only and taxes; insurance EPF accounts, ESIC registration etc. due on such services shall be the liability of the Agency/Firm.
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. The Employer only reserves the right to substitute the manpower which the Agency / Firm shall comply. If for any reason whatsoever the Employer is not satisfied with the services provided or the manpower, the Agency/Firm office will be informed immediately and they should accept the liability to replace it as per requirement. If for any reason the Agency/Firm is not in a position to provide services as demanded by the Employer, then the Employer 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 Agency/Firm.
5. Agency/Firm will submit bills to the General Manager Head Quarters SPMU, NHM, U.P on monthly basis for release of payment by the Employer.
6. If the Agency/Firm fails to provide the services desired by the Employer and if the service is not found satisfactory enough, the Employer 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 area is not covered or any of the operation/functions/duties connected with the job of cleaning & general maintenance is not done/discharged properly and satisfactorily, recovery 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 Agency/Firm. Employer shall have no liability whatsoever.
9. That Agency/Firm is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of services provided by Agency/Firm. Employer will not be liable for any loss, damages, etc. suffered / to be suffered by Agency / Firm or third party as the case may be.
10. The Agency/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 Agency / Firm accordingly indemnifies the Employer 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 Mission Director, SPMU, NHM, U.P.
12. If the Agency/Firm institutes any legal proceedings against the Employer to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Lucknow.

Signed _____
For and on behalf of the SPMU, NHM, U.P
Name (caps) _____
Position _____
Date _____

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

In the presence of Witnesses

- 1.
- 2.

In the presence of Witnesses

- 1.
- 2.

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