

National Health Mission
Rajasthan State Health Society

Short Term Request for Proposal (RFP)
For
Selection of recruitment agency from valid HR
recruitment agencies empanelled by NHSRC

Last date and time for online submission of Proposal: - 24.12.2019



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Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the National Health Mission, or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an Agreement and is not an offer or invitation by the NHM or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purpose to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the NHM, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. NHM, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. NHM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document

Bidders are advised to acquaint themselves with the provisions of the law relating to procurement, **“The Rajasthan Transparency in Public Procurement Act, 2012”** and **“Rajasthan Public Procurement Rules”, 2013**. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding document, the provisions of the Act and Rules shall prevail with latest amendments.



Abbreviation

- a. MCQ – Multiple Choice Question
- b. NHM – National Health Mission
- c. RTPP Act – Rajasthan Transparency Public Procurement Act
- d. NHSRC - National Health System Resource Center
- e. BoQ - Bill of Quantities
- f. TSP – Tribal Sub Plan
- g. MD- Mission Director
- h. PD- Project Director
- i. D.D-Demand Draft
- j. SD-Security Deposit
- k. RISL- Rajcom info services limited
- l. HR-Human Resource
- m. OMR- Optical Mark Reader
- n. BG- Bank Guarantee
- o. RFP-Request for Proposal
- p. CV -Curriculum Vitae
- q. PDF-Portable Document format
- r. CSV-Comma Separated Values
- s. SMS-Short Message services
- t. GOR- Government of Rajasthan
- u. GST-Good and Service Tax

SP 2.18 GNT

Government of Rajasthan
National Health Mission, Rajasthan
Directorate of Medical, Health & Family Welfare,
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur

F.20(504 CHO)HRD/NHM/2019/ 777

Date: 18-12-2019

Part-I

REQUEST FOR PROPOSAL (Short Term)

National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur) invites **"Request for proposal" from HR Recruitment Agencies empanelled by NHSRC**. All details related to this RFP can viewed and downloaded from <https://sppp.rajasthan.gov.in>, <https://eproc.rajasthan.gov.in> and departmental website <http://www.rajswasthya.nic.in>.

Date and time for downloading RFP document	Last date and time for downloading the RFP document	Last date to deposit SD/RISL fees/Bid form fees in physical form at Room no. 214, 2nd floor, Swasthya Bhawan, Jaipur	Last date and time for submission of online proposals	Date and time for opening of technical proposals.	Date and time for opening of financial proposals.
18 12 2019, 4 00 PM Onwards	24 12.2019 Upto 12 00 PM	24 12 2019 Upto 4 00 PM	24 12 2019 Upto 5 00 PM	24 12 2019 At 5 30 PM	Shall be informed separately to the qualified bidders

(In case if any date mentioned above happens to be a holiday, the scheduled activity of that date will be carried out on next working day on same time.)

Tender Fee: - Rs.1000/- (One Thousand Rupees Only) RISL Processing fees: - Rs. 1000/- (One Thousand Rupees Only) Tender fees for the document downloaded from website and processing fee shall be deposited by the bidders separately as applicable by DD/ Banker's cheque in favor of **Rajasthan State Health Society** and RISL processing fee shall be submitted in form of DD/ Banker's cheque in favor of **MD RISL, Jaipur** before the last date and time prescribed for online submission of bids. Tender fees, processing fees and bid security shall be deposited physically at the office of the Project Authority, Rajasthan State Health Society, Jaipur before **date:24.12.2019 upto 04:00 PM**. Amount of Bid Security shall be as mentioned in the document. The approximate project cost of HR Recruitment services shall be **INR 50.00 Lakhs (Rupees Fifty Lakhs Only)** for one year.


Mission Director,
National Health Mission,
Rajasthan

Important information to prospective bidders regarding online tendering (e-tendering):

E-Procurement:-

1. Request for proposal for the "HR Recruitment Services" is invited through e-procurement system from Empanelled agencies from NHSRC.
2. The selection of Bidders shall be carried out through e-procurement process. Proposal/Bids are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in> as per RFP document.
3. All tender documents should essentially be signed digitally and submitted on <http://eproc.rajasthan.gov.in> in time as per checklist provided with the tender document. The checklist along with relevant page numbers. Should also be submitted with the tender.
4. Bidders who wish to participate in this RFP enquiry will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on eproc.rajasthan.gov.in earlier, need not to be registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate as per requirement under Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan on the following address:-

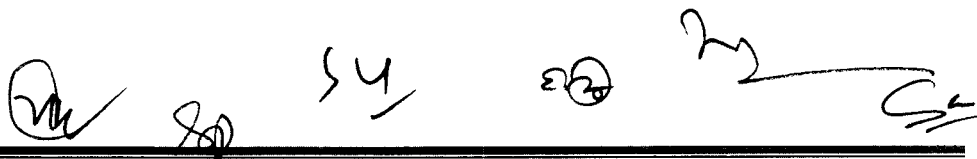
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, e-mail: eproc@rajasthan.gov.in

1	The tender documents can be downloaded from web site http://eproc.rajasthan.gov.in . Detail of this tender notification and pre-qualification criteria can also be seen in NIB exhibited on website www.sppp.rajasthan.gov.in & www.rajswathya.nic.in Tenders are to be submitted online in electronic format on website http://eproc.rajasthan.gov.in
2	a) Tender fees of Rs.1000/- in words (Rs. One Thousand only) in the form of DD/Bankers Cheque in favor of Rajasthan State Health Society. b) RISL Processing fees of Rs. 1000/- in words (Rs. One Thousand only) in the form of DD/Bankers Cheque in favor of MD RISL as mentioned in the notification published in newspaper (refer circular no 19/2011 dated 30-09-2011). c) Bid Security must be deposited in the form of DD/Bankers cheque/Bank Guarantee/FDR in favor of Rajasthan State Health Society.
3	Last date & time for downloading of tender document: As per notification in part 1 of the RFP.
4	Last date and time of submission of online bids As per notification in part 1 of the RFP.
5	Date and time of Opening of online bids As per notification in part A1 of the RFP.
6	Physical submission of Tender Fees, Bid Security and RISL Processing Fees at the Office of Tendering Authority. Mission Director, NHM, 3 rd floor, NHM Block, Swasthya Bhawan, Tilak Marg, Jaipur (Rajasthan) – 302005 before stipulated time as notification in part A1 of the RFP. In absence of the above fees, the e-tender will not be processed further and the bid shall be rejected (DD/ Bankers Cheque should be in the favor of RSHS)

Instructions to Bidders for online tendering (e-tendering)	
1	The bidders who are interested in bidding shall participate through e bidding system of http://eproc.rajasthan.gov.in .
2	Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal, however D.D. for Tender Fees, Processing Fees and Bid Security. It should be submitted manually in the office of Tendering Authority as mentioned in the RFP document and scanned copy of D.D./BG should also be uploaded along with the online bid.
3	- Financial proposals shall be submitted in financial bid as BOQ by electronically on e-proc. - Bidders are strictly prohibited to indicate their financial rates/quotations in technical bid proposal and on any paper uploaded with technical bid.
4	Before electronically submitting the tenders, it should be ensured that all the tender papers including Conditions of contract are digitally signed by the bidder.

For more Information contact to:

Consultant HR, NHM Email ID. co.hrd.nhm@gmail.com
Project Director, NHM: 0141- 2220289; Email ID: pd-nrhm-rj@nic.in
Medical CSR, NHM: Email ID: medicalcsr@gmail.com



Part II Background

1. SERVICES TO BE PROVIDED (ON END TO END TURN KEY BASIS WORK)

The agency will be responsible for providing end to end solution for recruitment, from publication of NIT process upto publication of result (marks) as requested by NHM Rajasthan from time to time. The agency will support and assist the NHM Rajasthan as per the scope of work set out below:

- 1.1 Details of vacancies to be filled is as mentioned in **Annexure M**
- 1.2 Mode of written examination MCQ OMR Based. Written examination would be conducted in single shift.
- 1.3 To strictly maintain the safety, security and confidentiality of information, documents under the complete recruitment process.
- 1.4 **Advertisement:**
 - 1.4.1 All inputs (fees, qualification, age, experience etc) required for the preparation of advertisement will be provide to the agency at the time of award of work, by NHM Rajasthan.
 - 1.4.2 Two types of advertisements need to be published
 - 1.4.2.1 For TSP Area
 - 1.4.2.2 For Non TSP Area
 - 1.4.3 Drafting, preparation and finalization of recruitment advertisement same has to be approved before publication by NHM Rajasthan.
 - 1.4.4 Publication of advertisement in two leading daily state level news papers (Hindi)
 - 1.4.5 The cost of advertisement will be borne by agency.
- 1.5 **Online Web-Portal:**
 - 1.5.1 To design, develop, manage and maintain an integrated, secured web-based application (web-portal) for collection of online applications, fees, objection from the candidates. Sample application form would be approved from NHM Rajasthan.
 - 1.5.2 To provide web-link of the web-portal to NHM Rajasthan to place the same on department website.
 - 1.5.3 Integration of web-portal with E-Mitra Portal Rajasthan for legacy data of applicants.
 - 1.5.4 Integration of web-portal with E-Mitra Portal Rajasthan/ Payment Gateway for collection of application fees and objection fees, wherever applicable (as directed by NHM Rajasthan). The agency will not accept any additional fees.
 - 1.5.5 Integration of web-portal with SMS gateway for sending SMS alerts to the candidates at various stages of recruitment processes (like successful submission of online application form, generation of online admit card, date/ time/ centre for written examination, successful submission of online objections etc)
 - 1.5.6 To generate online admit cards, mark sheets and additional reports as per the requirements of NHM (like attendance sheet absentee list etc)
 - 1.5.7 To generate dashboard and detailed/ summary reports, which should be downloadable/ exportable in MS Excel/ PDF/ CSV formats and necessary rights viewing rights would be provided to NHM Rajasthan
 - 1.5.8 The related cost of integration and security audit will be borne by agency

1.6 OMR Sheet:

1.6.1 Drafting, preparation and finalization of OMR Sheets (One Original plus two copies) same has to be approved before publication by NHM Rajasthan.

1.6.2 Printing of OMR Sheets in sufficient quantity.

1.7 Question Papers:

1.7.1 Syllabus for different posts will be provide to the agency at the time of award of work by NHM Rajasthan.

1.7.2 Preparation, finalization, printing of question papers and all related logistics and transportation in a secured manner.

1.8 Conduct of exam:

1.8.1 Examination centres would be in Jaipur, Rajasthan ONLY and to be arranged by the agency.

1.8.2 All pre-requisite facilities (like control room, security, checking of admit cards, verifying admit card and photograph with Govt approved identity card before entry of candidates at Examination center, sitting arrangements, invigilators, attendance sheets, flying squad, distribution/ collection of question papers, OMR sheets etc) at examination centres would be arranged and managed by the agency.

1.9 Scoring and Result processing(To be arranged and managed by agency):

1.9.1 To scan the OMR sheets and process the score/ result for the candidates

1.9.2 To upload the answer key on web-portal.

1.9.3 To invite online objection from candidates for answer key.

1.9.4 Objection submitted by candidates are chargeable (i e One Hundred rupees per question).

1.9.5 To resolve all objections by making committee at agency level and the report in this regard would be submitted to NHM Rajasthan.

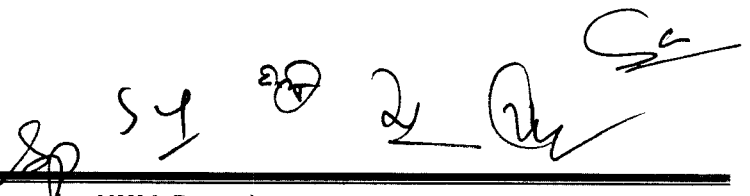
1.9.6 To upload final answer key on web-portal

1.9.7 To maintain sanctity, security and confidentiality of the entire process

1.9.8 To upload final merit list on web-portal (Only Marks of candidates).

1.10 To hand over all the data/ information related to online applications, scanned images of OMR sheets, testimonials, reports, documents received/ generated during the above processes to NHM Rajasthan.

1.11 The Agency will be responsible for handling any court matters related to the above recruitment process for the contractual posts and same will not be handled by NHM Rajasthan. All Expenditure related to court cases will be borne by agency. Deployment of the resources shall not be entitle to any permanent employment with NHM-Rajasthan. The Agency shall undertake to indemnify the NHM Rajasthan against any such claims by the personnel deployed by them.



Part III
Bidding terms

2. GENERAL INSTRUCTIONS

Bidder shall be qualify on the basis of following eligibility criteria:-

- 2.1 Bidder must be empanelled by NHSRC (National Health system Resource center), Ministry of Health & Family Welfare, Govt Of India.
- 2.2 Bidder should not have been convicted by any court of law for any criminal or civil offences either in the past or in the present. Bidder should not have been declared bankrupt in the past. Bidder will submit affidavit to this effect. Bidder must be empanelled by NHSRC (National Health system Resource center), Delhi.
- 2.3 Bidder will give an affidavit that no investigation by any statutory Body/ Govt.
- 2.4 Bidder also mandatory to submit satisfaction certificates from end clients for recruitment projects handled in last five years.
- 2.5 Bidder shall not reflect is financial proposal in technical bid in any form, if found it shall be treated as rejected prime facia.
- 2.6 The responses should be submitted strictly as per prescribed format along with documents in support of information submitted therein by the responding HR Recruitment Agency. Bids received after the stipulated time period or not in accordance with the prescribed format will not be considered and will be summarily rejected as non-responsive.
- 2.7 Every bidder is to submit a declaration in following annexure
Annexure A- Compliance with code of integrity and no conflict of Interest.
Annexure B- Declaration by bidder regarding qualification.

3. Method for submission of the online proposal:

Online proposals shall be received on e-procurement portal of State Government i.e. <http://eproc.rajasthan.gov.in> by Project Authority in two parts i.e. Technical Proposal and Financial Proposal. It shall contain following in the same order-

3.1 Technical Proposal should contain-

- a) Application Format and Covering Letter (**Annexure: E & F**)
- b) Scanned copy of DD/ Banker's Cheque issued by scheduled bank submitted physically towards cost of document, processing fees and as Bid Security in the form of Banker's Cheque/Demand Draft/ B.G in favor of "**Rajasthan State Health Society & RISL** processing fees in favor of **MD-RISL** payable at Jaipur .
- c) **Bid security shall be INR 1.00 Lakh (One Lakh Rupees Only)**
- d) Scanned copies of RFP document with all papers duly signed and stamped along with originally filled RFP to be uploaded with page number on each page
- e) Scanned copies of all supporting documents and information with respect to the eligibility criteria and evaluation of the proposal. Photocopies of the supporting documents duly attested by Gazetted Officer of Central/State Government(s) or Notary Public and also signed by the person signing the RFP to be uploaded. Self attested photocopies of the supporting documents are permitted.
- f) Well organized proposal (in a sequential manner having index in starting mentioning contents with page number) and each page signed and stamped by the authorized signatory of the bidder Bidder may refer to the checklist for submission of proposal **Annexure H** before submission.

- g) Scanned copies submit satisfaction certificates from end clients for recruitment projects handled in last 3 years.

3.2 Financial Proposal to be submitted online

- 3.2.1 Bidders are required to submit the Cost of recruitment services..
- 3.2.2 Financial proposal should be submitted on e-portal (e-proc) mentioned above.
- 3.2.3 Bidders are required to quote in financial bid in the BoQ (Bill of Quantities) specified for.
- 3.2.4 Physical submission of the required (fees) DDs shall be done at State level as mentioned in the document

4. Validity of the Bid Proposal

Validity of the proposal shall be **90 days** from the date of opening of technical proposal.

5. Modification/withdrawal of the Proposal:

No bid shall be withdrawn/substituted or modified after the last date and time fixed for receipt of bids.

6. The bidders should note the following

- a) That the incomplete bid document/proposal in any respect or those that are not consistent with the requirements as specified in this Request for Proposal document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- b) Strict adherence to formats, wherever specified, is required.
- c) All communication and information should be provided in writing.
- d) No change in/or supplementary information shall be accepted once the bid document/proposal is submitted. However, Project Authority reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the bid document/proposal. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the bid document/proposal.
- e) The bid document/proposal shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP.
- f) The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm.
- g) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee constituted under the Chairmanship of MD, NHM reserves the right to vet and verify any or all information submitted by the Bidder.
- h) If any claim made or information provided by the Bidder in the bid document/proposal or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, than the bid document/proposal shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee constituted under the Chairmanship of MD,NHM, if satisfied.

- i) The Bidder shall be responsible for all the costs associated with the preparation of the bid document/proposal and any subsequent costs incurred as a part of the Bidding Process, NHM, Rajasthan shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- j) **Time and date for online opening of Financial Bid shall be communicated later to technically qualified bidders.** The Rajasthan State Health Society, NHM Jaipur in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of addenda(s).

7. **Grievance Redressal during the RFP Process:-** Bidder shall refer to the **Annexure C** for the process of Grievance Redressal during the process of RFP

8. BID EVALUATION

Only the online proposals received up to due date and time shall be considered for evaluation. Evaluation shall be done by departmental/ Bid Evaluation Committee at State level.

To facilitate evaluation, Rajasthan State Health Society, at its sole discretion, seek clarification in writing from any bidder

8.1 **Bids will be opened at Room No.311 NHM Wing, Directorate of Medical, Health & Family welfare, Tilak Marg, C-Scheme, Jaipur, Rajasthan. HR agencies are at liberty to be present personally or through their authorized representative (1 representative per bidder) at the time of opening of bids.**

8.2 **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

8.3 **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** reserves the right to award the work for recruitment to one or more than one bidder in part or full if felt necessary, at the lowest rate, terms & conditions.

9. AWARD OF ASSIGNMENT

9.1 The assignment will be awarded to the successful bidder by issuing Letter of Intent.

9.2 All the terms and conditions as stated in the RFP and clarification issued by **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** would constitute the terms of contract.

9.3 The successful bidder is expected to commence the assignment on the date and at the location to be specified in the contract to be signed with the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** and on the terms & conditions specified therein.

9.4 Adherence to time limits will be crucial.

10. COMMUNICATION OF ACCEPTANCE

10.1 Acceptance of offer by the successful bidder to be communicated by registered letter/ speed post / e-mail or a formal letter.

10.2 The HR Recruitment Agency will also submit Performance Security Deposit as mentioned later in this document.

11.VOLUME OF WORK/TASK/

The volume of work is as per **Annexure M.** (List and Number of Vacancies and tentative timeline)

12.INDEMNITY

The HR Recruitment Agency shall keep indemnified and hold harmless **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** and its officials from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of the contract or arising from any breach or non-compliance whatsoever by the HR Recruitment Agency or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or without the premises.

13. BID SECURITY AND PERFORMANCE SECURITY DEPOSIT

13.1 The bidder shall deposit Bid Security amounting to **INR 1.00 Lakhs** (Rupees one Lakh only) i.e 2% of project cost (**Project Cost INR 50.00 LAKHS**) in form of DD/Banker's Cheque/BG of scheduled bank in favor of "Rajasthan State Health Society" along with the bid.

13.2. Bid Forfeit :- In the absence of the Bid Security, bid document/proposal shall be rejected. The Bid Security shall be forfeited in case the bidder withdraws or modifies the offer after opening of the bid or he does not execute the Agreement and deposit Performance Security within specified time. Bid Security of unsuccessful bidders shall be refunded after final agreement with the successful bidder. **The Bid Security be submitted in physical form on 24.12.2019 upto 4:00 PM.**

13.3. The bidder whose proposal is accepted and order issued shall deposit performance security within **07 days** of award of contract, of an amount in prescribed form. Amount of Bid Security can be adjusted into the Performance Security. **Performance Security shall be 5% of the project cost.**

13.4. Bid security:-

The Bid Security may be given in the form of banker's cheque /demand draft /in Bank guarantee/Fixed Deposit in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

13.5. Declaration of successful bidder:- The successful Bidder shall be L₁ in having lowest rate in financial proposal .

13.6. Performance security:-

13.6.1 Performance Security shall be deposited as DD/Bank Guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of bid security of RTPP Rules 2013. Performance security furnished in the form specified in clause (b) to (e) of sub- rule (3) of Rule 75 of the said Rules 2013 shall remain valid for a period of ninety days beyond the completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

The original performance security shall be deposited at the Rajasthan State Health Society, Jaipur within 07days of the award of contract & before signing of Agreement.

13.6.2 The Performance Security Deposit will be returned after a period of 90 days of expiry of the contract on completion of satisfactory services and all contractual obligation of the bidder (Rule 75 of RTPP Rules 2013). The decision as to what constitutes "unsatisfactory service" shall solely lie with National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur) and shall be final and binding.

13.6.3 The successful bidder shall keep Performance Security valid up to and 2 months beyond the tenure of assignment.

13.7 Performance Security is for due performance of the contract. It can be forfeited by the NHM in the following circumstances-

- a. When any terms or conditions of the Agreement are RFP infringed.
- b. When the Service Provider fails to provide the services satisfactorily.

Notice shall be given to the Service Provider/Bidder with reasonable time before the Bid Security/ Performance Security is forfeited.

Notice of reasonable time will be given in case of forfeiture of performance of security. The decision of National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur) shall be final and binding.

14. OTHER TERMS AND CONDITIONS

14.1 Rights to the content of the bid – For all the bids received before the last date and time of bid submission, the bids and accompanying documents of the bid will become the property of the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**. **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** is not restricted in its right to use or disclose any or all of the information contained in the bid to government agencies and can do so without any compensation and prior communication to the bidder

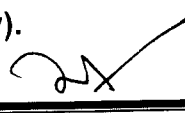
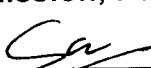
14.2 Acknowledgement of understanding of terms – By submitting a bid, each bidder shall be deemed to acknowledge that he/she has carefully read and understood all para of this RFP, including all forms, schedules and annexures hereto, and has fully informed itself of all existing conditions and limitations.

15 PAYMENTS TO THE HR RECRUITMENT AGENCY

The HR Recruitment Agency will be paid as per **Annexure O** as per the number of candidates fulfilling the conditions for appointment. There shall not be any advance payment for any activity of the project. Payment shall be made after all due deductions made at source.

16 PENALTY PROVISION

- I. **The time specified for completion of work in the bid form shall be deemed to be the essence of the contract and the successful bidder shall complete the work within the period on receipt of the work order from the National Health Mission, Rajasthan (Rajasthan State Health Society).**



- II. Following are the broad operational parameter and norms for imposition of liquidated damages/ compensation/penalty with regard to default in time line of recruitment process.

Table

S.No	Implementation Activity	Operational Parameters	Penalty in case of default
1	Issue of advertisement for recruitment	Within Week from date of award of work order..	@ Rs 10000/- per day after 7 days from the date of award of work order.
2	Conduction of Written Exam	Witnin 45 days from date of award of work order.	@ Rs 25000/- per day after 45 days from date of award of work order. Upper limit INR 1.50 Lakh (Rupee one lakh fifty thousand)
3	Declaration of Final Result	Witnin 60 days from date of award of work order.	@ Rs 50000/- per day after 60 days from date of awad of work order. Upper limit INR 3.00 Lakh (Rupee Three Lakhs)

16. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

16.1 Provision of services: The HR Recruitment Agency will provide HR recruitment services to **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** through Mission Director ,NHM as per the terms and conditions of the contract (to be signed between the HR Recruitment Agency and **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**). **Expiration of contract:** Unless terminated earlier, the contract shall expire at the end of such time period after the date of signing of contract as specified in the contract

16.2. Subletting: The HR Recruitment Agency shall not sublet, transfer or assign the assignment or any core functions thereof to any other party. The core functions in this regard include designing the advertisement, receiving applications and short listing them, conducting written exam, preparation of results and communication to candidates on written exam. In the event of the HR Recruitment Agency contravening this condition, **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** shall be entitled to terminate the contract and get the assignment completed through other party, at the risk and cost of the HR Recruitment Agency. In such case the Performance Security Deposit of the HR Recruitment Agency, will be forfeited and action against agencies shall be taken as per state governing rules and procedure.

16.3 Termination of contract

16.3.1. :By National Health Mission, Rajasthan: **National Health Mission, Rajasthan** may terminate the assignment, by not less than fourteen (14) days written notice of termination to the HR Recruitment Agency, to be given after the occurrence of any of the events specified below .

- a. If the HR Recruitment Agency commits breach of any of the conditions/terms contained in the RFP or does not remedy/ rectify a failure in the performance of their obligations under the contract.
- b. If the HR Recruitment Agency becomes insolvent or bankrupt.
- c. If HR Recruitment Agency is unable to perform a material portion of the Services for a period of not less than Seven (7) days; or
- d. If **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**, in its sole discretion, decides to terminate the contract
- e. In the event of termination on unsatisfactory service or in violation of any of the terms and conditions, Performance Security Deposit shall be forfeited without prejudice in addition to any other action the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** may take as deemed fit including banning of HR Recruitment Agency for a period of 2 years from participating in any RFP published by the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**. The letter from **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** communicating the termination of contract shall clearly mention the reason for termination of contract.

16.13.2. In cases of termination by the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** is free to assign the work to another agency.

17. OBLIGATIONS OF THE HR RECRUITMENT AGENCY

17.1. The HR Recruitment Agency shall perform the Services, and carry out their obligations with all honesty and integrity, due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The HR Recruitment Agency shall always act, in respect of any matter relating to this contract, as faithful adviser to **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** and shall at all times support and safeguard **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** legitimate interests in any dealings with the third parties.

17.2. The HR Recruitment Agency not to Benefit from Commissions, Discounts, Recruitment Fee etc.

17.2.1. The HR Recruitment Agency shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the contract from any source other than the nodal authority, and the HR Recruitment Agency shall use their best efforts to ensure that it's own personnel or any person engaged by the HR Recruitment Agency to carry out specific functions like arrangement of examination hall or printing of question papers shall not receive any such payment/benefit.

17.2.2 Neither the HR Recruitment Agency nor their personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the contract.

17.3. Confidentiality and Non-disclosure:

17.3.1. HR Recruitment Agency shall not, without prior written consent of **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**, at any time divulge or disclose to any person or use for any purpose unconnected with the execution of the contract, any information concerning the services, proprietary material except to their respective officers, directors, employers, agents,

representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.

17.3.2. This section shall not apply to information:

- a. Already in the public domain, otherwise than by breach of this contract.
- b. Already in the possession of the HR Recruitment Agency before it was received from the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** in connection with the contract and which was not obtained under any obligation of confidentiality; or
- c. Obtained from a third person or entity who is free to divulge the same and which was not obtained under any obligation of confidentiality.

The HR Recruitment Agency shall obtain **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** prior approval in writing wherever necessary.

17.3.3 Documents submitted by the HR Recruitment Agency will be the property of **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**. All plans, charts, specifications, designs, reports, and other documents and softcopies submitted by the HR Recruitment Agency shall become and remain the property of **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**. The HR Recruitment Agency may retain a copy of such documents for future use.

18. OBLIGATIONS OF THE (National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur))

National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur) shall provide the HR Recruitment Agency such reasonable assistance as may be required to meet the obligations under the contract.

19. CORRUPT OR FRAUDULENT PRACTICES

19.1. **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** expects the highest standard of ethics during the selection and execution of obligations under the contract.

19.2. In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below

19.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the selection process or in contract execution. It also includes actions on the part of the agency/staff engaged by the agency to influence selection or rejection of any candidate other than purely on merit and as per selection criteria.

19.2.2 "Fraudulent practice" means (i) misrepresentation or omission of facts in order to influence the bid selection process or the execution of the contract to the detriment of **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**, (ii) submission of forged documents in connection with this call for bid.

19.2.3 "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**, prior to or after bid submission, designed to establish bid prices at artificially non-competitive levels.

19.2.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process, or affect the execution of contract.

19.3. It is further provided that **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** will reject the bid, and/or forfeit the Performance Security Deposit, as the case may be, and take any other action as deemed fit including blacklisting the bidder or HR Recruitment Agency for a period of 2 years if it is found that the bidder or HR Recruitment Agency has engaged in any of the practices mentioned in para 19.2. Further, the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** may report the same to Ministry of Health & Family Welfare, Govt. of India for appropriate action.

19.4. **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** reserves the right to inspect the accounts and records of the HR Recruitment Agency relating to the performance under the contract and to have them audited by auditors appointed by **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**.

20. **FORCE MAJEURE** - For the purposes of the contract, "force majeure" means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, act of terrorism, sabotage, or any other event, which is beyond the reasonable control of either party and which makes either party's performance of its obligations under the contract illegal, impossible or so impractical as to be considered impossible under the circumstances.

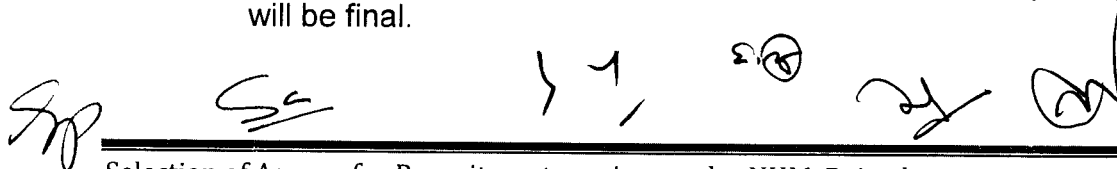
20.1. The obligations of **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** and the HR Recruitment Agency shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

20.2. The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, the contract in so far as such inability arises from an event of force majeure, provided that the concerned/defaulting party affected by such an event:

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the contract, and
- (b) has informed the other party, in writing, as soon as possible about the occurrence of such an event

20.3. If the event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate the contract upon written notice

20.4. The HR Recruitment Agency is entitled to the payments for the portion of the work already completed before the occurrence of any event constituting force majeure culminating in termination of contract. Decision of **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** in this regard will be final.



21. RELATIONSHIP OF THE PARTIES

In fulfilling the obligations under the contract, the HR Recruitment Agency shall at all times act as an independent entity. The contract does not in any way create a relationship of principal and agent between **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** and the HR Recruitment Agency. The HR Recruitment Agency shall not act or attempt or represent itself as an agent of the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**. The employees of the HR Recruitment Agency shall never, under any circumstances whatsoever, be entitled to claim to be the employees of the **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**..

22. SAVING CLAUSE:

In the absence of any specific provision in the agreement on any issue the guidelines issued/to be issued by the Mission Director, NHM, Government of Rajasthan shall be applicable.

23. SETTLEMENT OF DISPUTES:-

23.1. Settlement of Disputes :

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the Agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred for decision initially to the PD,NHM and if not resolved then referred to Mission Director, National Health Mission.

23.2. Arbitration

If the parties fail to resolve their dispute even after the decision of MD, NHM within 30 days of commencement of meeting then either the NHM or the Service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided.

The applicable arbitration procedure shall be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the sole arbitrator to be appointed by the NHM. The Arbitrator in these disputes shall be Additional Chief Secretary/ Principal Secretary Medical & Health, GoR. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/she shall be replaced by another person appointed by NHM to act as Arbitrator.

Work under the Agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the NHM or the Service Provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

24. RIGHT TO ACCEPT OR REJECT ANY PROPOSAL:

Rajasthan State Health Society, Jaipur reserves the right to accept or reject any proposal and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liabilities to the bidders. Reasons for doing so shall be recorded in writing.

25. 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 **(JAIPUR City in Rajasthan)** only.



Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in abiding process if, including but not limited to:
 - a) Have controlling partners/shareholders in common; or
 - b) Receive or have received any direct or indirect subsidy from any of them; or
 - c) Have the same legal representative for purposes of the Bid; or
 - d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or
 - g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-Charge/consultant for the contract.

For and on behalf of

Signature (with seal)

(Authorized Representative/Signatory)

Name of the Person.. ..

Designation.....

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of in response to their Notice Inviting Bids No Date I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, and RTPP Rules 2013 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and State Government or any local authority as specified in the Bidding Document,
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three year preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Handwritten signatures and initials at the bottom of the page.

Annexure C: Grievance redressal

The designation and address of the First Appellate Authority is: Mission Director, National Health Mission, Rajasthan

The designation and address of the Second Appellate Authority is: Additional Chief Secretary / Principal Secretary, Health & Family Welfare, Rajasthan

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a) Determination of need of procurement;
- b) Provisions limiting participation of Bidders in the Bid process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable
- b) The fee shall be paid in the form of band demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned

(7) Procedure for disposal of appeal

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing

- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
- I. Hear all the parties to appeal present before him; and
 - II. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the State public Procurement Portal.

For and on behalf of

Signature (with seal)

(Authorized Representative/Singatory)

Name of the Person.....

Designation.....

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FORM No. 1
[See rule 83]
Memorandum of Appeal under the Rajasthan
Transparency in Public Procurement Act, 2012

Appeal No of

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

- i. Name of the appellant:
- ii. Official address, if any:
- iii. Residential address:

2. Name and address of the respondent (s):

- i.
- ii.
- iii.

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative.

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:.....
(Supported by an affidavit)

7. Prayer:.....

Place.

Date.....

Appellant's Signature








Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious in the opinion of the Procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the Bid and the conditions of contract
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted

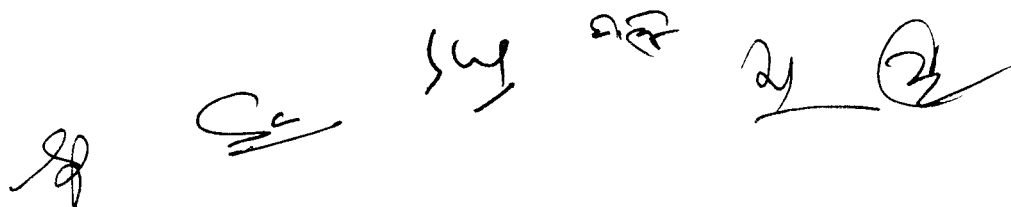
For and on behalf of

Signature (with seal)

(Authorized Representative/Signatory)

Name of the Person.....

Designation.....

A series of handwritten signatures and initials in black ink, arranged horizontally. From left to right, there is a stylized signature, a signature with a horizontal line underneath, the letters 'S' and 'M' written vertically, the letters 'A' and 'R' written vertically, and a signature that appears to be '2' followed by a circled '2'.

Annexure- E
Application Format

APPLICATION FORMAT		
1.	Proposal submitted for the project	Proposal submitted for the project: Recruitment Services for National Health Mission, Rajasthan in Rajasthan'
2.	Name and postal address of the organization submitting Proposal. PAN, Service Tax and Sales Tax registration numbers with self –certified copy.	
	Telephone No. with STD Code	
	Fax Number	
	E-mail address, if any	
	Reference of registration/incorporation of the organization.	
	Name and address of the Chief Executive(with telephone No's)	
3.	Proposal addressed to :	Project Director, NHM 2 nd Floor, Swasthya Bhawan, Tilak Marg, Jaipur-302005 (Rajasthan) Room no. 214
4.	Reference of the Notice for invitation of proposals.	No.....date.....
5.	Reference of deposit of document Charges	1.Receipt/DDNo.. date..... For Rs..... 2.Receipt/DDNo... date ... For Rs..... 3.Receipt/DDNo... date ... For Rs.....
6.	Authority for signing and submitting the document (Power of Attorney, Resolution of the organization)	
7.	Documents enclosed in support of the Request- 1)..... 2)..... 3)..... 4)..... 5)..... Total Pages..... Name and signature of the authorized signatory Seal of the organization. Date:	

Annexure F

FORMAT FOR SUBMITTING RFP BY EMPANELLED HR RECRUITMENT AGENCIES

(To be submitted on organization's letterhead under signature of the authorized person)

To,

**Project Director,
National Health Mission,
Directorate of Medical, Health & Family Welfare
Tilak Marg, C-Scheme, Jaipur**

Subject: Submission of bid in response to 'RFP for recruitment services.

Dear Sir/Madam,

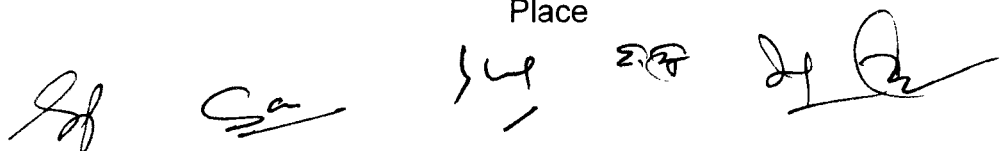
Having examined the RFP, annexures and addenda number, thereto, we, the undersigned in conformity with the RFP offer to provide the said services on terms of reference to be signed upon the award of contract for the same indicated as per bid.

1. We have read the provisions of the RFP and confirmed that these are acceptable to us. We further declare that additional conditions, deviations, suggestions, if any in our bid shall not be given effect to.
2. We hereby confirm that the information submitted is correct to the best of our knowledge and belief.
3. Our agency has been empanelled by the National Health System Resource Centre for assisting State/UT Governments in the recruitment of contractual HR under NHM.
4. Our agency has not been debarred by any Govt. organization/PSU/ bilateral or multilateral UN agency from handling recruitment process in the last 5 years.
5. In case any information/document submitted by us is found to be false, fake or incorrect, **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** is free to take action against our agency as deemed fit by them.
6. I/We hereby affirm that during the currency of our contract with **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**, we will not engage in any activity that may conflict with the terms and conditions of the contract. We will also maintain highest standards of integrity in performance of the contract.

(Signature of Authorized person with seal)

Date:

Place



Annexure G

Format for Undertaking

I/We declare that we have read and understood and that we accept all clauses, conditions and any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions.

I/We have carefully examined and confirm to all the parts of the RFP documents and have obtained all the requisite information affecting this proposal and am/are aware of all conditions and difficulties likely to affect the execution of the agreement.

I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement and the technical aspects as indicated in this RFP.

Place:

()

Signature of authorized signatory

Date:

Designation and Official Seal

Note- The Bidders are not required to submit a signed copy of RFP document along with his Proposal.

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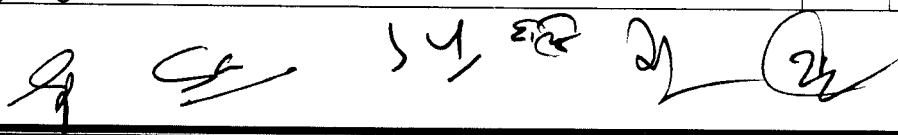
Annexure-H

Checklist for Submission of Proposal

Check List of documents to be submitted along with the technical proposal to RSHS (NHM):-

List of Documents

1	DD for cost of RFP of Rs 1000/- (in Rs. One Thousand Only) in favor of Rajasthan State Health Society payable at Jaipur (Non refundable) scanned copy with online proposal.		
2	DD towards RISL Processing fees for Rs 1000/- (in Rs. One Thousand Only) in favor of MD, RISL payable at Jaipur (Non refundable) scanned copy with online proposal.		
3	Bid Security DD/ Banker's Cheque/ Bank Guarantee for Rs.in favor of "Rajasthan State Health Society Jaipur" scanned copy with online proposal.		
4	Duly filled up Application Format (as per Annexure- E)		
5	Covering Letter cum project undertakings (as per Annexure-F)		
6	Format for undertaking (as per Annexure-G)		
7	Details of all information related to past experience and background should describe the nature of work, name and address of client, date of award of assignment, size of the project etc. (as per Annexure -I)		
8	Chartered Accountant certificate regarding last 3 years annual turnover. (as per Annexure- J)		
9	A summary of relevant past experience and its registration should also be provided (as per Annexure- K)		
10	Affidavit for Declaration (Anti Collusion Certificate) mentioning that the applicant/ Consortium will not collude with the other applicants (as per Annexure-L)		
11	Power of Attorney authorizing the signatory of signing the proposal on behalf of the proposer/ Bidder (as per Annexure-N)		
12	In case of original Power of Attorney for signing of application by the lead member (as per Annexure-)		
13	Letter of Exclusivity (in case of application by consortium) (as per Annexure-P)		
14	Affidavit certifying that entity/ promoters/ Directors/ members of an entity are not blacklisted (as per Annexure-B)		
15	Proposed organization structure and Curriculum Vitae (CV) key personnel to be involved in the operation of the project.		
16	Service Tax Clearance Certificate/ No dues from the assessing officer.		
17	Certificate of relevant experience issued by government or any other organizations by a competent authority.		
18	Copy of offer letter from NHSRC for empanelment and copy of acceptance by Organization.		



Annexure- I

Proposal Format For Organization

Selection A: Organization Profile

1. Name of the Organization:

2. Registered Address:

DISTRICT PIN:
Tel: Fax:
Email:
Website (if any):

3. Postal Address:

DISTRICT PIN:
Tel: Fax:
Email:

4. Legal Status:

S.No.	Particulars	Registration no.	Date
I.	Public Charitable Trust Act		
II.	Society under Societies Registration Act		
III.	Non-profit company under Indian Companies Act 1956		
IV.	Registration under Foreign Contribution (Regulation) Act, 1976		
V.	Registration under MSME act or their states counter parts.		
VI.	Private Hospital which fulfills the required criteria		
VII.	Income tax registration.		
VIII.	- Under Section 12A		
IX.	- Under Section 80 G		
X.	- Under Section 35 CCA		
XI.	- Any other Section		
XII	GST		

4. Bank Details:

Bank Name	Branch Name	Account No.	I.F.S.C. Code

5. Details of the Contact Person:

Name:
Designation:
Contact No:
E-mail:

Photograph of
contact person

6. Members Associated with the Organization:

S.No.	Name	Nationality	Occupation/qualification	Position held in the organization	Relationship with any other office bearers (if any)	Address

Section B: Operational Background

1. Staff Details (Kindly provide the details of 5 key positions in the organization)

S.No.	Name of Staff	Position	Qualification	Mobile No	Working since	Photo
						(Paste photo here)
						(Paste photo here)
						(Paste photo here)
						(Paste photo here)
						(Paste photo here)

2. Any previous association/working experience with Govt Sector? If yes, please provide the details:

3. Copy of Order/Experience Certificates (year 2016-17,2017-18 and 2018-19)

Section C: Basic Documents required to be submitted along with the proposal for Evaluation

1. Copy of Trust Deed if registered under Trust Act.
2. Copy of Memorandum and Rules if registered under Society Registration Act.
3. Annual Report of last one year
4. Audited Accounts of 3 Years (year 2016-17, 2017-18 and 2018-19). (If audited balance sheet of 2018-2019 are not available than bidder should submit CA Certificate for 2018-2019.)
5. Organizational Chart
6. Legal Status of the society-Copy of Registration Certificate
7. Copy of PAN ,TAN Number, GST Number
8. Latest GST Clearance Certificate
9. Copy of Income Tax Return File of three years (year 2016-17,2017-18 and 2018-19)
10. Any other document relevant to the proposal.

[Handwritten signatures and marks]

Annexure J

Certificate (On Letter Head of CA)

This is to certify that I have verified the Books of Account and relevant documents of M/shaving its registered office at District & State..... The total turnover as per Books of Accounts produced before me for verification is as follows:-

Sr.No.	Financial Year	Total Turnover
1	2016-17	
2	2017-18	
3	2018-19	
	Average Turnover in the last three Years.	

According to above information average annual turnover is Rs../-

only)

Sign & Seal of (In blue ink

Date:-

Chartered Accountant

Reg. No.:-

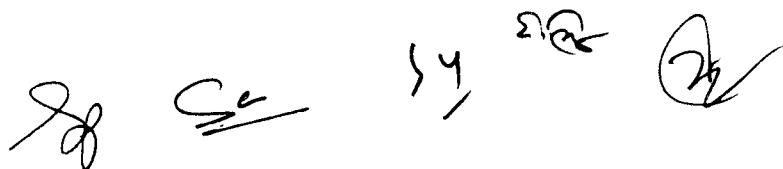
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Annexure-K

Format for Experience Certificate

The bidder should provide the experience details of services provided at each location/State:-

S.No.	State	Description of Project with period (in completed years)	No. of Recruitment service provided	Copies of work orders enclosed (yes/no)	Any other supporting document/experience certificate enclosed (yes/no)	Name & Designation of Certificate issuing authority



Annexure-L

Format Anti-Collusion Certificate

(On the letter head of the Single Entity / each Members of Consortium)

I/We hereby certify and confirm that in the preparation and submission of this Proposal,
I/We have not acted in concert or in collusion with any other Bidder or other person(s) and
also not done any act, deed, or thing which is or could be regarded as anti-competitive.
I/We further confirm that we have not offered nor shall offer any illegal gratification in cash
or kind to any person or agency in connection with the instant Proposal.

Date this Day of201_.

Name of the Bidder

Signature of the Authorized Representative

Name of the Authorized Representative

SP Ca SW ae n ad

Annexure M

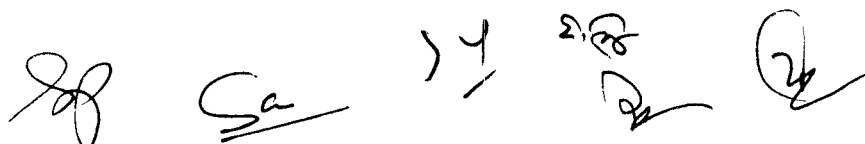
Details of positions and number of posts to be recruited

S.No	Name of Position	No of candidates to be recruited
1	Community Health Officer (CHO)	2310
2	District Consultant –Fluorosis (NPPCF)	29
3	Lab Technician (NPPCF)	07

Tentative Time Line/ schedule to complete the recruitment process

S.No.	Activities	Time Lines to followed
1	Issue advertisement for selection	Within week of award of work order
2	Last date to receive application from candidates	Within 25 days of award of work order.
3	Shortlist candidates for selection for written exam	
4	Arrange venue and other logistics for written exam	
5	Issue admit card / intimation to appear for written exam	
6	Preparation of written Exam question Paper & OMR Sheet & Printing of Question paper & OMR Sheet for Exam.	
7	Conduct written exam	Within 45 days of work order.
8	Publish Answer and Invite Objection	
9	Publish Final Answer Key.	
10	Evaluate performance of candidates in written exam i.e OMR Scanning	
11	Final selected candidates List	Within 60 days of work order.

Note :- Number of Position(Vacancy) and post may be increased/Decreased.



ANNEXURE- N

Power of Attorney

Format for Power of Attorney for Signing of Application
(On a Stamp Paper of relevant value)

Know all men say there present, we .(name of organizations and address of the registered office) do hereby appoint and authorize Mr/Ms . .(full name and residential address) who is presently employed with us and holding the position of . . as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or to our bid for 'Request for Proposal (RFP)) from empanelled HR Recruitment Agencies for recruitment services for **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**, in response to the bids invited by **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)**, including signing and submission of all documents and providing information/responses to **National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur)** in all matters in connection with our bid.

We hereby agree to rectify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney, shall and shall always be deemed to have been done by us.

Dated this ...day of..., 201_

For

(Signature)

(Designation and address)

Accepted

(Signature)

(Name, title and address of the attorney)

Date.

Note:

1. The mode of execution of the power of attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter documents of the executants and then it is so required the same should be under common seal affixed in accordance with the required procedure
2. Also, wherever required, the bidder should submit verification, the extract of the charter document and documents such as a resolution of power of attorney in favour of the power executing this power of attorney for the delegation of power on behalf of the bidder
3. In case the bid is signed by an authorized Director/Partner or Proprietor of the bidder, certified copy of the appropriate resolution document conveying such authority may be included in the power of attorney

(on the letterhead of the organization)

No debarment certificate

This is to certify that (name of organization) , having registered office at (address of registered office), as on date of submission of the bid, has not been debarred by any Government organization/PSU/bi-lateral or multilateral/UN agency from handling recruitment process in the last 5 years.

Signature

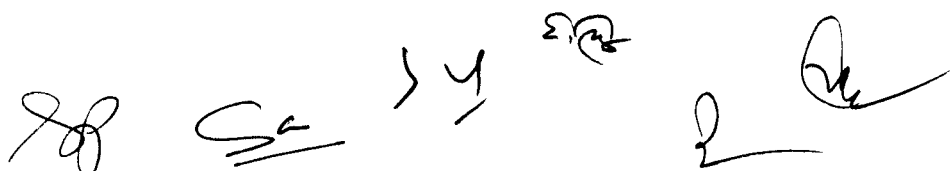
Name of the authorized signatory

Designation

Seal of the organization

Annexure O: Schedule of Payment

S. N.	Payments shall be made according to the following special condition schedule
1	Ten (10%) percent of the fee payable shall be paid on the submission of Inception Report and Database that is developed of all application received in response to advertisement released and posted on website.
2	Twenty (20%) percent of the fee payable shall be paid on the issuance of call letter for written exam to screened candidates.
3	Fifteen (20%) percent of the fee payable shall be paid on the completion of Written Examination
4	Twenty Five (20%) percent of the fee payable shall be paid upon Publish of Merit List.
5	Twenty (20%) percent of the Fee Payable shall be paid upon submission and approval of the final report.
6	Ten (10%) after completion assign work within 60 days. i.e final settlement.
1) The total payment towards the entire recruitment project shall be reconciled as per completion of activities as per agreed schedule. 2) The HR Recruitment Agency will have to submit all the records and documents pertaining to the contract while obtaining the certificate of satisfaction from the National Health Mission, Rajasthan (Rajasthan State Health Society, Jaipur) .	



Annexure-P

Letter of Exclusivity

I, we, _____, hereby declare that we are/ shall not associate with any other firm/entity/consortium submitting a separate application for the Project under consideration.

Dated this the _____ day of _____ 20....

For _____
(Name, Designation and Address of the
Chief Executive Officer of the
applicant)

Accepted

ink only)

_____ (Signature) (In blue

(Name, Title and Address of the
Applicant/s)

Date: _____

Annexure Q
Agreement

1. An _____ Agreement _____ made _____ this.....day of.....between.....
..... (Hereinafter called "the approved Second Party", which expression shall where the context so admits, be deemed to include his heirs, successors, executors, Parent and affiliate companies and administrators) of the one part and the Mission Director, National health Mission (hereinafter called Hereinafter called "the approved First Party", "the Government" which expression shall where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the selected and approved HR recruitment agency has agreed with the Government to provide recruitment services in Rajasthan in the manner set the terms of the Request for Proposal (RFP) and Schedule of Rate appended herewith
3. And whereas the selected and approved service provider has deposited a sum of Rs..... (Rupees.....) Only in the form of as security for satisfactory performance of the Project.
4. Now these present witnesses:
5. In consideration of the payment to be made by the Government through Mission Director, National Health Mission, Rajasthan at the rate in the manner set forth in the terms of the RFP.
6. The terms of the RFP appended to this Agreement shall be deemed to be taken as integral part of this Agreement and are binding on the parties executing this Agreement.
7. Following letters/correspondence undertaken between the parties shall also form part of this Agreement-

Govt. of Rajasthan	Approved service provider

8. The First Party do hereby agree that if the approved service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions, the Government shall, through Mission Director, National Health Mission, Rajasthan, pay or cause to be paid to the approved service provider at the time and in the manner set forth in the said terms.
9. Termination /Suspension of Agreement as per RFP term
- i. The First Party may, by a notice in writing suspend the Agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension –
- ii. Shall specify the nature of failure, and
- iii. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- iv. The Government after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events

- (a) to (d) as enumerated below, may terminate the Agreement after giving reasonable opportunity of being heard to the service provider.
- If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approved in writing.
 - If the service provider becomes insolvent or bankrupt.
 - If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days.
 - If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

**Signature of the
Approved HR Recruitment Agency,
& Designation
Date:**

**Mission Director, NHM
Signature**

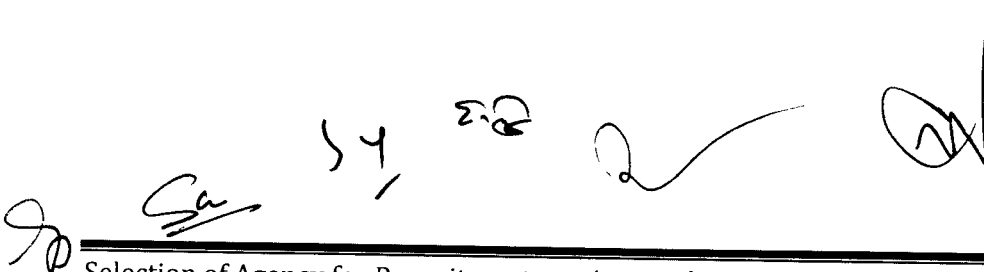
Date:

Witness 1

Witness 1

Witness 2

Witness 2

Handwritten signatures and initials at the bottom of the page, including a signature that appears to be 'Sa' and several other scribbles.

(a) to (d) as enumerated below, may terminate the Agreement after giving reasonable opportunity of being heard to the service provider.

- a. If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approved in writing.
- b. If the service provider becomes insolvent or bankrupt.
- c. If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days.
- d. If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

**Signature of the
Approved HR Recruitment Agency,
& Designation
Date:**

**Mission Director, NHM
Signature**

Date:

Witness 1

Witness 1

Witness 2

Witness 2

5/9/2020

Sp

Ca

2/2

Annexure-S

Financial Bid Format

This format is only for sample reference.

Bidder shall fill the bid only in Bill of quantity (BOQ) on E-procurement portal only

Bid Details

SI No	Position (Post) (P)	Fixed Amount (F)	No. of Vacancies (B)	Variable Amount per vacancy (V)	(Amount in Rs)
					Total Amount (C)
1	Community Health Officer-Recruitment	F1	2310	V1	$C1 = F1 + (V1 \times 2310)$
2	Lab Technicain (NPPCF) - Recruitment	F2	7	V2	$C2 = F2 + (V2 \times 7)$
3	District Consultant Fluorosis (NPPCF) - Recruitment	F3	29	V3	$C3 = F3 + (V3 \times 29)$
		Total Amount			$C = C1 + C2 + C3$
		Add GST@18%			D
		Grand Total Amount			C+D
		Grand Total Amount in Words			

Note:

1. The above amount shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights, inclusive of taxes and statutory levies.
2. Bidder must submit their bid for the complete scope of work.
3. Items like cost of advertisement, booking of examination centre, etc may be included under fixed cost.
4. Costs based on number of candidates appearing for selection such as communication expenses, setting up of work stations/skill stations for competency assessment etc may be included in variable cost.
5. The total cost will be considered for the purpose of evaluation for selection of successful bidder.
6. In case of change in the rate of GST the revised GST shall be applicable.
7. RFP from empanelled HR recruitment Agencies for recruitment services for National Health Mission, Rajasthan for one year from date of contract.

Signature of the authorized signatory

Name: :

Name & Address of the Bidder:

Date:

Seal: