



AYUSH VIBHAG,

Block no. 26, SDA Complex, Kasumpti, Shimla

Email: ayur-hp@nic.in

No. DOA-F004/1/2024-O/o Director-AYUSH VIBHAG- 20667

E file no- 196174

Dated: Shimla -9, the 25-11-25

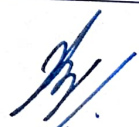
NOTICE FOR INVITING e-TENDER

1. The Director AYUSH, Himachal Pradesh invites e-tenders from experienced registered Firms, Proprietorship firm(s)/ Partnership firm(s)/ Company/ Corporation/ Cooperative Society or any legal entity in Himachal Pradesh for providing the 1522 Nos. of (761 males & 761 Females) eligible candidates as Yoga Instructors on per hour outsource basis in 761 Ayushman Arogya Mandirs of AYUSH Vibhag, H.P. under the Centrally sponsored Scheme "National AYUSH Mission" (NAM) through tendering process in Himachal Pradesh.
2. The tender document may be downloaded from website <https://hptenders.gov.in> w.e.f. 28/11/2025.
3. The various timelines as regarding the tender process are a part of the tender document itself. However, the last date of submission of bids is 27/12/2025 upto 17:00 hrs and any bid received after the scheduled date and time will not be accepted.
4. Each prospective bidder shall submit their bid, complete in all respects as per terms of this tender, on the e-tender portal specified by the State Government i.e. <https://hptenders.gov.in> as per the guidelines specified in this tender document and the instructions available on the said e-tender portal.
5. Any communication regarding the tender shall be made only at email id ayur-hp@nic.in.
6. The undersigned reserves the right to accept or reject any bid without assigning any reason thereof.


Rohit Jamwal, IAS
Director AYUSH
Himachal Pradesh.

Important Dates:

Date of release of Tender Document	28/11/2025
Last date of receiving queries	05/12/2025 Upto 17:00
Pre-bid meeting	08/12/2025 at 11:30 AM at Directorate of Ayush, Shimla
Issue of Addendum /revised Tender Document (if required)	On or before 11/12/2025
Bid Submission start date	On the following Website https://hptenders.gov.in 12/12/2025
Last date of bid submission	27/12/2025 Upto 17:00
Last date of physical Submission of DD towards payment of tender cost and EMD	Physical submission of EMD Rs. 25 Lakh only in the shape of DD in favour of the Director AYUSH, Himachal Pradesh and Tender Document Cost Rs. 500/- only in the shape of DD in favour of the Director AYUSH, Himachal Pradesh by 27/12/2025 till 17:00 in the office of Director, AYUSH VIBHAG, Himachal Pradesh
Date and time of technical bid opening	29/12/2025 (14:00) Venue: O/o the Director AYUSH, Himachal Pradesh, AYUSH Bhawan, Block No. 26, SDA Complex, Kasumpti, Shimla-171009, Himachal Pradesh. Ph. No.0177-2622262
Date and time of Financial Bid opening	After technical scrutiny of bid documents, the date and time of the financial bid opening will be communicated to the bidders on their official email id provided by them.
Acknowledgment of Letter of Acceptance by the successful bidder	Within 5 days of issue of Letter of Acceptance (LoA) by the Client
Signing of Contract	Within 10 days of Acknowledgment of Letter of Acceptance by the successful bidder


 Rohit Jamwal, IAS
 Director AYUSH
 Himachal Pradesh.

AYUSH VIBHAG HIMACHAL PRADESH

INVITES

TENDER FOR HIRING OF MANPOWER AGENCY FOR PROVIDING THE SERVICES OF YOGA INSTRUCTORS ON PER HOUR OUTSOURCE BASIS IN THE AYUSH VIBHAG, SHIMLA-171009, HP, UNDER THE NATIONAL AYUSH MISSION (NAM) IN AYUSHMAN AROGYA MANDIRS (AAMs) OF HIMACHAL PRADESH.

**Office Address-
Directorate of AYUSH,
Block No. 26, SDA Complex, Kasumpti,
Shimla-171009, Himachal Pradesh.**

**AYUSH VIBHAG,**

Block no. 26, SDA Complex, Kasumpti, Shimla

Email: ayur-hp@nic.in

No. DOA-F004/1/2024-O/o Director-AYUSH VIBHAG-**E file no- 196174****Dated: Shimla -9, the**

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4. Each prospective bidder shall submit their bid, complete in all respects as per terms of this tender, on the e-tender portal specified by the State Government i.e. <https://hptenders.gov.in> as per the guidelines specified in this tender document and the instructions available on the said e-tender portal.
5. Any communication regarding the tender shall be made only at email id ayur-hp@nic.in.
6. The undersigned reserves the right to accept or reject any bid without assigning any reason thereof.

Signed by Rohit Jamwal**Date: 24-11-2025 18:57:25**

Rohit Jamwal, IAS

Director AYUSH,
Himachal Pradesh

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INTRODUCTION OF NATIONAL AYUSH MISSION SCHEME:-

Scheme:-

- a) Centrally Sponsored Scheme of National AYUSH Mission (NAM) is a flagship scheme of Ministry of AYUSH approved and notified on 29.09.2014 and Union cabinet approved the continuation of National AYUSH Mission (NAM) as a Centrally Sponsored Scheme from 01-04-2021 to 31-03-2026
- b) National AYUSH Mission (NAM) launched during 12th Plan for implementing through States/UTs.
- c) The basic objective of NAM is to promote AYUSH medical systems through cost effective AYUSH services, strengthening of educational systems, facilitate the enforcement of quality control of Ayurveda, Siddha and Unani & Homoeopathy (ASU&H) drugs and sustainable availability of ASU&H raw-materials.
- d) It envisages flexibility of implementation of the programmes which will lead to substantial participation of the State Governments/UT.
- e) Up-gradation of Ayurvedic Health Centre to Ayushman Arogya Mandirs (AAMs).
- f) Yoga will be taught to the public for general health promotion as community based intervention, by qualified Yoga instructor. Group-specific yoga practices viz. pregnant women, lactating mother, school children, adolescents, elderly, diabetics etc. regularly in AAMs, community centres, schools and various other identified public places.

DATA SHEET

Schedule of Events

Project title	TENDER FOR HIRING OF MANPOWER AGENCY FOR PROVIDING THE SERVICES OF YOGA INSTRUCTORS ON PER HOUR OUTSOURCE BASIS IN THE AYUSH VIBHAG, SHIMLA-171009, HP, UNDER THE NATIONAL AYUSH MISSION (NAM) IN AYUSHMAN AROGYA MANDIRS (AAMs) OF HIMACHAL PRADESH.
Objective of the project	The objective of the project is to establish a holistic wellness model based on AYUSH principles to promote self-care, reduce disease burden and healthcare expenses, and provide informed health choices to the public.
Staff requirement	The Manpower Agency shall provide services by deploying the required number of well qualified and disciplined personnel, as detailed in Annexure-12 , who shall be engaged in the Ayushman Arogya Mandirs of AYUSH Vibhag within the State on per hour outsourcing basis. However, the requirement of manpower, comprising 761 male and 761 female personnel, may vary depending upon actual needs and may increase or decrease from time to time in accordance with the guidelines of the Ministry of AYUSH, Government of India, New Delhi as well as availability of required funds. Their engagement shall be strictly co-terminus with the scope, funding, and guidelines defined under the NAM project.
Estimated Cost of One Year Contract	11.87 Crore.
Submissions required	Technical Bid & Financial Bid
Pre-bid conference	Yes
Contact details for all queries	Address: AYUSH Bhawan, Block No. 26, SDA Complex, Kasumpti, Shimla-171009, Himachal Pradesh. Ph. No.0177-2622262, e-mail id: ayur-hp@nic.in
Language of bid	English
Currency of bid	Indian National Rupees (INR)
Eligibility to bid	For the purpose of this Tender Document, eligible Bidders Shall mean a legal entity which fulfils the eligibility criteria as per the tender document.

Contract period	The term of the contract shall initially be for a period of one year and can be extended further for additional two years (one year at a time) subject to satisfactory performance of the bidder and mutual agreement of both parties, provided such extension is on the same terms and conditions.
Validity of the bids	180 days from last date for submission of the bid documents, excluding the last date of submission.
Address for bid submission	https://hptenders.gov.in
Important Dates:	
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Acknowledgment of Letter of Acceptance by the successful bidder	Within 5 days of issue of Letter of Acceptance (LoA) by the Client
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ANNEXURE-1

BID SUBMISSION FORM

ANNEXURE-1

BID SUBMISSION FORM

(to be printed on Bidder's letter head, signed, stamped, scanned and submitted online)

Date:

LETTER OF BID

To

The Director AYUSH,
Himachal Pradesh.

Ref: Invitation for Bid Document No.

Dated:

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda (if any) issued in accordance with Instructions to Bidders.
2. We undertake to provide the MANPOWER services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of Himachal Pradesh or any other Government body has not declared us ineligible or black listed us on charges of engaging incorrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We undertake, to enter into agreement (Annexure - 8) as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorized person shall attached a copy of Authorization for signing on behalf of bidding company)

Full Name and Designation

(Authorized person)

ANNEXURE-2

INSTRUCTIONS TO THE BIDDERS

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- i. The Director, AYUSH, Himachal Pradesh (hereinafter referred to as the 'Client'), invites e-bids (online bids) under the Open Tender System through the e-Procurement System on E-tender portal (<https://hptenders.gov.in>) of the Government of Himachal Pradesh. The tender shall comprise two separate parts—Technical Bid and Financial Bid—from reputed firms/organizations experienced in providing manpower services to Government Departments
- ii. While all efforts have been made to avoid errors in the drafting of the bid document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.
- iii. The Bidder should download the Bid document through e-Procurement System on E-tender portal (<https://hptenders.gov.in>) Government of Himachal Pradesh and upload it at the time of submission of the bid with signature and stamp in token of the Bidder having acquainted himself/themselves and accepted the entire Bid document including various conditions of contract.
- iv. The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- v. All bidders are hereby explicitly informed that conditional offers, offers with deviations from the terms and conditions of the bid document, bids not meeting the minimum eligibility criteria, technical bids not accompanied by the requisite EMD in the prescribed amount/format, or bids failing to meet any other requirement stipulated in the tender documents, are liable to be rejected.
- vi. The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Director AYUSH, Himachal Pradesh
- vii. The number of manpower positions indicated in the bid document is tentative and may be increased or decreased at the sole discretion of the competent authority of the Client. Their engagement shall be strictly co-terminus with the scope, funding, and guidelines defined under the NAM project.
- viii. All the pages of the tender document should be sequentially numbered and signed and uploaded on website by the owner of the firm/bidder or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may also be uploaded with tender.
- ix. The tender document is not transferable.
- x. The bidder is required to submit the bid through the e-tender portal within the stipulated time. **The physical copy of uploaded cost of tender document, Earnest Money deposit and requisite affidavit(s) should reach in the Office**

of Director AYUSH, H.P. Shimla-171009 before the last date and time fixed for submission of the tender. Non-compliance shall render the bid liable for rejection.

2. MINIMUM ELIGIBILITY CRITERIA

(A) The following shall be the minimum eligibility criteria for technical evaluation of bidders:

- i) **Legal Valid Entity:** The Bidder must be a registered Firms, Proprietorship firm(s) / Partnership firm(s) / Company / Corporation / Cooperative Society or any legal entity in Himachal Pradesh. Documentary proof in support thereof, such as a certificate of incorporation/registration issued by the Registrar of Companies or any other competent authority, shall be submitted.
- ii) **Registration:** The Bidder must be duly registered with the Income Tax Department, Goods and Services Tax (GST) authorities, and State Labour department under applicable labour laws. The Bidder shall also be registered with the Employees' Provident Fund Organization (EPFO) and the Employees' State Insurance Corporation (ESIC). Valid documentary proof of all such registrations must be submitted along with the bid.
- iii) **Experience:** The bidder must have a minimum of three (03) years of experience in providing manpower services to Ministries/Departments of the Government of India, State Governments, or Public Sector Undertakings (PSUs). For evaluation purposes, the deployment of a minimum of 500 (five hundred) personnel in each of the last three financial years—i.e., 2022–23, 2023–24, and 2024–25 will be considered on a cumulative basis, comprising manpower provided across one or more client organizations within the respective financial year.
- iv) **Turnover:** The Bidder must have a gross turnover exceeding Rs. 7 crore in each of the last three financial years—2022-23, 2023-24, and 2024-25—in the similar business of providing manpower. Evaluation shall be based on the average gross turnover across these three financial years.
- v) The Bidder shall ensure that **all workers employed are paid not less than the minimum wages** (for skilled, semi-skilled, and unskilled categories) as notified by the Government of Himachal Pradesh from time to time, and that all statutory requirements with respect to ESI, EPF, etc. are duly complied with.
- vi) The Bidder should have an existing functional office within Himachal Pradesh. The bidder shall establish one Sub-Office at Shimla, if not already existing, within one month of the contract. Valid documentary proof thereof i.e. Electricity bill/Property Tax bill etc. must be submitted along with the bid.

(B) Documents supporting the Minimum Eligibility Criteria:-

- i. In proof of compliance with the minimum eligibility criteria at 2(A)(i), only an **attested copy of the Certificate of Incorporation/Registration** issued by the Registrar of Companies or other competent authority shall be accepted.
- ii. In proof of compliance with the minimum eligibility criteria at 2(A)(ii), only **attested copies of the PAN, GST Registration, EPF Registration, ESIC Registration, and valid State Labour License** shall be accepted.

- iii. In proof of compliance with the minimum eligibility criteria at Clause 2(A)(iii), the bidder shall submit attested copies of work orders along with the corresponding work completion certificates or ongoing work/performance certificates issued by the concerned Ministries / Departments of the Government of India, State Governments, or Public Sector Undertakings (PSUs).

The deployment of a minimum of 500 (five hundred) personnel in each of the last three financial years—i.e., 2022–23, 2023–24, and 2024–25 will be considered on a cumulative basis, comprising manpower provided across one or more client organizations within the respective financial year. Documentary evidence in support of the number of personnel deployed must be duly certified by the competent authority of the client organization on **Annexure-13**.

- iv. In proof of compliance with the minimum eligibility criteria at 2(A)(iv), the Bidder shall submit:-
 1. **audited Balance Sheets and Profit & Loss Accounts for the last three (03) financial years** i.e. 2022-23, 2023-24, and 2024-25, duly certified by a Chartered Accountant;
 2. CA certificate clearly indicating annual gross turnover exceeding Rs. 7 crore in each of the last three financial years—2022-23, 2023-24, and 2024-25—in the similar business of providing manpower as well as the average gross turnover across these three financial years.
 3. Copies of Income Tax Returns (ITRs) and GST Returns for the same period, duly certified from CA, should be submitted as supporting documents
- v. In proof of compliance with the eligibility criteria at 2(A)(v), the Bidder shall submit an **affidavit duly attested from Executive Magistrate, affirming adherence to payment of minimum wages (for skilled, semi-skilled, and unskilled categories) as notified from time to time, and compliance with all statutory obligations relating to ESI, EPF etc.**
- vi. In proof of compliance with the eligibility criteria at 2(A)(vi), the Bidder shall submit copy of Electricity bill/Property Tax bill etc.

3. **EARNEST MONEY DEPOSIT:**

- i. The bids shall be accompanied by an **Earnest Money Deposit (EMD)/Bid Security of Rs. 25,00,000/- (Rupees Twenty Five lakh only) in the form of Accounts Payees Bank Draft or duly pledged Fixed Deposit Receipts** from any Commercial Bank having a branch in Shimla.
- ii. The validity of the Earnest Money Deposit (EMD) / Bid Security shall be 180 days from the date of bid submission. If submitted in the form of a Bank Draft, it must be valid for a minimum period of 90 days; in the event that the bid evaluation period extends beyond this duration, the bidder shall be required to revalidate or submit a fresh Bank Draft. In case the EMD is furnished through a Fixed Deposit Receipt (FDR), its validity shall be for a minimum period of 180 days.
- iii. The Accounts Payee Bank Draft or duly pledged Fixed Deposit Receipt shall be in favour of the Director, AYUSH, Himachal Pradesh. The Bidder

should scan a copy of the Earnest Money Deposit (EMD) and upload it online. The original copy of the EMD should reach to the Office of Director AYUSH on or before the time of closing of the uploading of the Bids, failing which bid will be rejected.

- iv. **The bids without EMD shall be summarily rejected.**
- v. No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- vi. No interest shall be paid on the earnest money deposit.
- vii. **The bid security (earnest money deposit) may be forfeited:**
 - a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - b. In case of successful bidder, if the bidder
 - Fails to sign the contract in accordance with the terms of the bid document
 - Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
 - Fails or refuses to honor his own quoted prices for the services or part thereof.
 - In such case, the bidder is also liable to be debarred from future tendering.

4. VALIDITY OF BIDS

- a. Bids shall remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids.
- b. The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

5. PREPARATION AND SUBMISSION OF E-BIDS

- i. The bidders who are desirous of participating in e-procurement shall submit their Bids under the OPEN TENDER SYSTEM through e-Procurement System on E-tender portal of the Government of Himachal Pradesh, comprising two separate parts- Technical Bid and Financial Bid.
- ii. The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in **Clause 6 of Annexure 2** of the Bid Document in support of their Technical bids. The Bidder shall self-attest all statements, documents, and supporting materials submitted with the bid, and shall be solely responsible for the accuracy, authenticity, and completeness of the same.

iii. Submission of Original Documents

While the bid is submitted online through the e-procurement portal (<https://hptenders.gov.in>), the following documents in original must also be submitted in a sealed envelope to AYUSH VIBHAG, Himachal Pradesh, on or before the bid closing date specified in the Bid Document:

- a) Earnest Money Deposit (EMD)/Bid Security in the form specified in the bid document.
- b) Affidavits/undertakings as specified in Clause 2 (B)(v) of Annexure 2.
- c) Cost of tender document

Envelope Instructions:

- a) The envelope shall be superscribed:
“Bids for providing Manpower Services”
- b) The envelope shall also clearly mention the name, address, and contact details of the bidder
- c) The envelope may be delivered **in person or by post** to the address specified in the Bid Document.

Important: Bids not accompanied by these original documents by the specified deadline, or envelopes **without sender details**, shall be considered **incomplete and liable for rejection**, even if the online bid has been successfully submitted.

- iv. The Bidder shall upload the Financial Bid strictly in accordance with the instructions provided in the Bid Document on the e-Procurement System of the Government of Himachal Pradesh Portal.
- v. Bids shall be summarily rejected if not submitted on e-Procurement System of the Government of Himachal Pradesh by the stipulated deadline as specified in the Bid Document. The important dates are mentioned in Bid document.

6. TECHNICAL BID

The Bidder shall follow the procedure specified above and submit the Technical Bid online through the e-Procurement System, Government of Himachal Pradesh Portal. The Technical Bid shall comprise the following documents:

- i) Tender Fee deposited amounting to Rs. 500.
- ii) Signed and stamped copy of entire tender document
- iii) Power of Attorney/Authorization Letter (if applicable) authorizing the signatory to sign the tender documents and participate in the bidding process.
- iv) **Annexure-1** : The Bidder shall be required to print **"Bid Submission Form"** as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in e-Procurement System, Government of Himachal Pradesh Portal.
- v) **Annexure 6: Technical Bid Form**: The Bidder shall be required to sign, scan and upload the Technical Bid Form in e-Procurement System, Government of Himachal Pradesh Portal.
- vi) **Earnest Money Deposit/Bid Security**: A scanned copy of EMD should

be uploaded through e-Procurement System on E-Tender Portal of Government of Himachal Pradesh as per Clause 3 of Annexure-2 (Instructions to the Bidder).

- vii) **Documents in support of Minimum Eligibility Criteria:** The Bidder shall be required to upload each of the documents online through e-Procurement System, Government of Himachal Pradesh Portal as mentioned in **Clause 2(B)** of the Annexure 2, in support of their fulfillment of minimum eligibility criteria.
- viii) **Annexure-11:** Self Declaration regarding blacklisting/debarring for taking part in the tender.
- ix) **Annexure-13-** Form for Certificate of Manpower Deployment
- x) **Annexure-14-** Self declaration of Experience
- xi) **Annexure-15:** Duly filled and signed check list.

7. EVALUATION OF THE TECHNICAL BID:

Sr. No.	Particulars	Marks	Maximum Marks Given
1	Assessment of Average Annual Turnover for the preceding three Financial Years 2022-2023, 2023-2024 and 2024-2025 on the basis of Audited Balance Sheets, Profit and Loss Account & Certificates of ITRs		15
1.1	Rs.7 Crore to 10 Crore	5	
1.2	More than 10 Crore to 15 Crore	10	
1.3	More than 15 Crore and above	15	
2.	Assessment of the Average Deployment of Outsourced Personnel Over the Last Three Years The assessment will be based on the total number of personnel deployed by the bidder in various projects delivering manpower services to State or Central Government departments, undertakings, corporations, boards or Autonomous bodies.		
2.1	Deployment of 500 to 1,000 personnel continuously over the past three financial years.(2022-23, 2023-24, 2024-25)	5	
2.2	Deployment of more than 1,000 to 2,000 personnel continuously over the past three financial years.(2022-23, 2023-24, 2024-25)	10	15
2.3	Deployment of more than 2,000 personnel continuously over the past three financial years.(2022-23, 2023-24, 2024-25)	15	
	Total Marks		30

Note:- (i) Only the firms scoring 10 marks and above in technical evaluation shall be qualified for financial evaluation.

- (ii) The total number of personnel deployed by the bidder in various projects providing similar services to State or Central Government departments, undertakings, corporations, or boards shall be evidenced by a certificate issued by the competent authority of the respective department, undertaking, corporation, board or Autonomous body as per Annexure-13.**
- (iii) For evaluation purposes, the deployment of a minimum of 500 (five hundred) personnel in each of the last three financial years— i.e., 2022–23, 2023–24, and 2024–25 will be considered on a cumulative basis, comprising manpower provided across one or more client organizations within the respective financial year.**

8. FINANCIAL BID:

- a. The bidder shall quote only the service charges, in percentage (up to two decimals), in **Annexure-7**. If service charges are not quoted, or quoted as "nil/zero," the bid will be treated as invalid and rejected.
- b. The service charges quoted shall be firm and final, and shall cover the agency's administrative/overhead expenses and profit. All statutory payments such as minimum wages, EPF, ESI, substitute arrangements etc., and applicable GST shall be payable strictly as per prevailing Government rules and notifications, over and above the quoted service charges.
- c. At the time of payment of bills, income tax and any other statutory deduction, as applicable under Government rules, shall be deducted at source.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

- a. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be submitted in writing to the official email address ayur-hp@nic.in, adhering to the standard format of communication.
- b. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- c. Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.
- d. The bids shall be summarily rejected, if the bid is submitted other than through online (E-Procurement System, Government of Himachal Pradesh Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date /time as mentioned in bid document.
- e. **A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the bid document shall be rejected.**
- f. The bidder who qualifies in the technical evaluation stage shall only be eligible/considered for opening of financial bids and Client shall intimate the bidders in this regard.

10. FINANCIAL BID OPENING PROCEDURE

- a. The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications, shall be opened on the appointed date and time.
- b. It is clarified that mere quoting of the lowest rates by a bidder, prior to the detailed scrutiny and evaluation of the financial bid, shall not by itself confer any right or claim to be declared as the successful bidder.

11. RIGHT OF ACCEPTANCE:

- a. The **Director AYUSH, Himachal Pradesh** reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the **Director AYUSH, Himachal Pradesh** in this regard shall be final and binding.
- b. Any failure on the part of the bidder to observe the prescribed procedure and any **attempt to canvass for the work shall render the bidder's bids liable for rejection.**
- c. *In case of **failure to comply with the provisions of the terms and conditions of the contract** by the successful bidder that has/have been awarded the contract, the Director AYUSH, Himachal Pradesh reserves the right to award the contract to the next higher bidder and the difference of price shall be recovered from the defaulter bidder who has been awarded the initial contract and this will be binding on the bidders.*
- d. *The **Director AYUSH, Himachal Pradesh** may terminate the Contract if it is found that the Contractor is blacklisted/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc. In such a case, the earnest money/performance bank guarantee shall be forfeited or invoked as applicable.*

12. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- i. *After determining the successful lowest bidder, the Client shall issue a Letter of Acceptance (LoA), in duplicate, to the successful bidder. The bidder shall return one copy to the Client, duly acknowledged, accepted, and signed by the authorized signatory, within five (5) days of receipt.*
- ii. *The issuance of the LoA shall constitute an integral part of the contract and shall be binding on the successful bidder.*

- iii. The contractor may initiate preliminary mobilization activities upon receipt of the LoA; however, full-scale execution of the contract shall commence only after issuance of the Notice to Proceed (NTP)**

13. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- i. *The Earnest Money Deposit (EMD) of the bidders who are declared unsuccessful at the Technical Bid evaluation stage shall be returned, within Thirty (30) days.*
- ii. *After opening of the eligible financial Bid:-*
- a. *The Earnest Money Deposit (EMD) of the bidders who are unsuccessful at the Financial Bid evaluation stage shall be refunded within thirty (30) days from the date of award of the contract to the successful bidder.*
 - b. *The Earnest money deposit of all the bidders shall be returned in case of cancellation of bid after the opening of Technical Bids and prior to opening of financial bids.*
 - c. *No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.*

ANNEXURE-3

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

Agreement	<i>The word “Agreement” and “Contract” has been used interchangeably.</i>
Party	<i>The word “party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the Client “the Director AYUSH, Himachal Pradesh”.</i>
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing manpower services at the designated Ayushman Arogya Mandirs.
Notice to Proceed	shall mean the date specified by the Client in writing, from which the Service Provider is required to commence providing manpower services at the designated Ayushman Arogya Mandirs.
Confidential Information	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party

Contractor Shall mean the successful bidder to whom the work of providing manpower services at the designated Ayushman Arogya Mandirs have been awarded.

2 PERFORMANCE SECURITY)

The successful bidder within Ten days of the acceptance of the LoA shall execute a '**Performance Security**' in the form of duly pledged Fixed Deposit Receipt or Bank Guarantee from a Commercial Bank, having a branch in Shimla, a sum equivalent to 70 lakh in favour of **Director AYUSH, Himachal Pradesh** payable at Shimla.

The Bank Guarantee can be forfeited by order of the **Director AYUSH, Himachal Pradesh** in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the **Director AYUSH, Himachal Pradesh** sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

- a) If the contractor is called upon by the **Director AYUSH, Himachal Pradesh** to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Director AYUSH, Himachal Pradesh shall be entitled to make other arrangement at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute '**No Demand Certificate**' to be issued to the client in the prescribed form (**Annexure-10**) and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

3. SIGNING OF CONTRACT AGREEMENT

The successful Bidder shall enter into contract (**Annexure-8**) and shall execute and sign the Contract Agreement in accordance with the Bid document before commencement of the services.

Client shall prepare the draft Contact Agreement in the Proforma (Annexure 8) included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for concurrence.

The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

4. NOTICE TO PROCEED

After the acceptance of the '**LoA**', securing '**Performance Security**' from the successful bidder and signing of Contract Agreement, Client shall issue the

‘Notice to proceed’, to the contractor authorising him to provide manpower in the Office at the specified locations.

5. SERVICES REQUIRED BY THE CLIENT

The Contractor shall provide services by deploying the required number of well-disciplined personnel, to be engaged at the designated Ayushman Arogya Mandirs of the AYUSH Vibhag (or any other name by which such centres may be designated) within the State, on per hour outsource basis. The required manpower shall consist of 761 male and 761 female personnel, and the numbers may vary based on operational requirements. The manpower requirements may be increased or decreased from time to time in accordance with the guidelines issued by the Ministry of AYUSH, Government of India, New Delhi, and shall be read in conjunction with the terms and conditions of the bid document.

The Contractor shall provide manpower services at the designated Ayushman Arogya Mandirs to the complete satisfaction of the Client. It shall be the sole responsibility of the Contractor to ensure that all work is executed fully in accordance with the Contractor's obligations under the contract.

6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- Submission of Performance Security.
- The Contractor shall commence manpower services at the designated Ayushman Arogya Mandirs **within 30 days** from the date of receipt of Notice to Proceed.

7. CONTRACTOR'S OBLIGATIONS

- i. The Contractor shall **provide manpower services at the designated Ayushman Arogya Mandirs as per Schedule of Work / services** which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- ii. The Contractor shall provide manpower services through its **trained personnel** for the performance of its services hereunder and these personnel deployed shall be **employees of the Contractor only**, and the Client shall not in any manner be liable, and all statutory liabilities (such as ESI, EPF etc.) shall be paid by the Contractor.
- iii. The Contractor shall comply **with all statutory requirements under EPF and ESIC** for deployed personnel. The Contractor shall maintain records of EPF account numbers, annual EPF slips, ESIC registration, proof of contribution, and salary payments. Consolidated reports along with evidence of deposits shall be submitted to the Client on a quarterly basis or as

mutually agreed.

- iv. Further, the Contractor shall also be required to submit an **undertaking with the monthly bills** that they have paid the monthly dues of EPF/ESI to the respective authorities.
- v. The Contractor shall produce to the client the **details of payments of statutory benefits** from time to time to its personnel.
- vi. The Client shall have the right, for valid and reasonable cause, to require the **removal and replacement of any personnel** deemed unsuitable or undesirable.
- vii. The Contractor shall **cover its personnel for personal accident and death** while performing the duty and the Client shall own no liability and obligation in this regard.
- viii. The Contractor shall exercise **adequate supervision** to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- ix. The Contractor shall **issue identity cards / identification documents** to all its employees who will be instructed by the Contractor to display the same.
- x. **The personnel of the Contractor shall not be the employees of the Client** and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- xi. The Contractor shall also provide **Identity Cards to manpower at its own cost** and all benefits and other statutory or otherwise to its employees and the **Client shall not have any liability** whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- xii. The Contractor shall provide the Client with valid **character and police verification certificates** for all outsourced personnel engaged under this contract, prior to their deployment.
- xiii. The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- xiv. All necessary reports and other information shall be supplied immediately as required by the Client..
- xv. The Contractor shall, through its authorized representative, attend all meetings convened by the Office of the Director, AYUSH, Himachal Pradesh, and shall comply with any directions issued in relation to the contract or the services provided.

- xvi. The Contractor shall not engage or deploy any person below the age of 18 years, in strict compliance with the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986 as amended, and any other applicable labour laws. The Contractor shall ensure that all personnel deployed are physically fit, adequately trained, and suitably qualified to perform the services required under this contract.

8. Contractor's Personnel

- i. The Contractor shall always ensure the deployment of sufficient, suitable, and qualified personnel at the designated Ayushman Arogya Mandirs to discharge, in full, the responsibilities assigned under this Contract. The Contractor shall provide adequate manpower to ensure proper execution of the work with due diligence and full attention.
- ii. The Contractor shall submit its Organisational Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- iii. The personnel engaged by the Contractor are expected to maintain a neat and clean appearance, and it is desirable that they wear a uniform with proper name badges for ease of identification.

9. CONTRACTOR'S LIABILITY

- i. The Contractor shall fully indemnify and hold harmless the Client and its employees against any liability, claims, losses, or damages sustained by them due to any breach of contract, wrongful act, or negligence by the Contractor or any of its employees engaged in providing manpower services to the Client.
- ii. However, the Contractor shall not be liable in any manner whatsoever, and the Client hereby expressly waives any right to claim for any loss, injury, damage, cost, or expense of any nature whatsoever, directly or indirectly:

(a) caused by, resulting from, or in connection with any Act of Terrorism, Biological or Chemical Contamination, or Nuclear Risks;

(b) caused by, resulting from, or in connection with any loss, damage, destruction, distortion, erasure, corruption, or alteration of Electronic Data from any cause whatsoever (including but not limited to a computer virus), unless such loss was due to the negligence or default of the Contractor or its employees engaged in the provision of manpower services.

- iii. The Contractor shall **not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof**. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or

arising out of such replacing of the contract.

10. VALIDITY OF CONTRACT

- i. The contract, if awarded, shall be for a **period of two years (one year at a time). It may be extended for further period(s)**, on the same terms and conditions, subject to continuous satisfactory performance and at the sole discretion of the Client, unless terminated earlier by the Client.
- ii. In case of breach of Contract or in the event of not fulfilling the minimum requirements/ statutory requirements, the **Client shall have the right to terminate the contract** forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority.

11. PAYMENTS

- i. After selection of the Successful bidder as Contractor, a price schedule shall be prepared as per the Service Charge quoted by the successful bidder and will be annexed to the Contract Agreement according to which all payments shall be made to the Contractor by the Client for the manpower services.
- ii. The Price Schedule shall be inclusive of all statutory deductions like EPF, ESI, GST or any other applicable taxes as may be levied by the Government from time-to-time including the service charges as indicated in Annexure 7.
- iii. The Contractor shall raise invoice per month and submit the same to Client by 2nd of every following month. The Contractor shall make payments on account of remuneration to the manpower on or before 7th of every month whether the payment of the same has been made by the client or not.
- iv. All payments shall be made by NEFT / RTGS only, after deducting TDS (Income Tax) and TDS (GST), as per the rules of the Government and as applicable from time to time.
- v. Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case maybe), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- vi. **No payment shall be made in advance** or any loan from any bank or financial institution recommended on the basis of the order of award of work.
- vii. **Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursal of insurance claim/ EPF/ ESIC etc. towards its employees.**

12. TERMINATION

- a) By Client after giving thirty (30) days' prior written notice to the other Party, without assigning any reason.
- b) By either Party, with immediate effect, if the other Party is in material breach of its obligations under this Agreement and, in the case of a breach capable of being remedied, fails to remedy such breach within thirty (30) days of receipt of a written notice specifying the breach.
- c) By the client in case sufficient budget is not available with the Department or not provided by the Government of India under NAM or Government of Himachal Pradesh to meet the expenditure of outsourcing of these services. Their engagement shall be strictly co-terminus with the scope, funding, and guidelines defined under the NAM project.
- d) By the Client, with immediate effect, if:
 - i. The Contractor becomes bankrupt, insolvent, or enters into liquidation;
 - ii. The Contractor commits a repeated or serious breach of the Contract, which endangers performance;
 - iii. The Contractor fails to provide manpower services satisfactorily as per the Schedule of Requirements; or
 - iv. The Competent Authority of the Client decides to cancel the Contract in view of continued unsatisfactory performance.

In the event of termination under sub-clause (d), no payment shall be due to the Contractor for the remaining period of the Contract, and the Performance Security shall stand forfeited.

13. INSOLVENCY

The Director, AYUSH, Himachal Pradesh may, at any time, by written notice, summarily terminate the Contract without any compensation to the Contractor in the following events:

- i. If the Contractor, being an individual, or where the Contractor is a partnership firm, any partner thereof, is adjudged insolvent, or a receiving order or administration order is made against him, or he takes proceedings for liquidation, composition, or arrangement with creditors under any insolvency law in force, or makes any assignment for the benefit of creditors, or suspends payment, or if the firm is dissolved under the provisions of the Indian Partnership Act.
- ii. If the Contractor, being a company, passes a resolution for voluntary winding up (other than for amalgamation or reconstruction), or is ordered to be wound up by the Court, or a receiver/manager is appointed on behalf of debenture holders, or any circumstances arise which entitle the Court or

debenture holders to appoint a receiver or manager.

- iii. If the Contractor commits any breach of this Contract not otherwise specifically provided for herein.

Provided always that such termination shall not prejudice any right of action or remedy which has already accrued or may accrue thereafter to the Client, and the Contractor shall remain liable to compensate the Client for any extra expenditure or loss incurred as a result of such termination. However, the Contractor shall not be entitled to claim any gain arising from re-procurement of the services.

14. CURRENCIES OF BID AND PAYMENTS

The Bidder shall submit his Financial bid in Indian Rupees and payments under this contract will be made in Indian Rupees.

15. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

Any dispute arising out of the agreement or that, which may arise in future, shall be resolved by taking recourse to mutual settlement, failing which the dispute will be subject to Court of Shimla jurisdiction only.

16. CORRUPT OR FRAUDULENT PRACTICES

- i. The Contractors shall observe the highest standard of ethics during the period of the contract.
- ii. The Director AYUSH, Himachal Pradesh shall reject the Bid, if it determines that the Bidder has engaged in corruptor fraudulent practices in competing for the contract in question.
- iii. The Director AYUSH, HP will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- iv. The Director AYUSH, Himachal Pradesh shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted/ debarred by any other organization on any occasion.

ANNEXURE-4

SPECIAL CONDITIONS OF CONTRACT (SCC)

ANNEXURE-4

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Annexure 2 and General Conditions of the Contract (GCC) as contained in Annexure 3.

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from Performance Security or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. **LABOUR LAW COMPLIANCES**

- i. The engagement and employment of labourers/personnel and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
- ii. All wages allied benefits such as leave, ESI, EPF etc., shall be paid by the contractor, and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- iii. The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill.
- iv. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions.
- v. The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

ANNEXURE-5

SCHEDULE OF WORKS/SERVICES TO BE PROVIDED

ANNEXURE-5

SCHEDULE OF WORKS / SERVICES TO BE PROVIDED

In this Schedule of Requirements, the details of manpower services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the designated Ayushman Arogya Mandirs and all such other aspect of the Contracts are to be mentioned.

1. GENERAL INSTRUCTIONS

- i. The Contractor shall deploy all manpower at the designated Ayushman Arogya Mandirs in the manner and as per the instructions of the Client.
- ii. The Contractor shall ensure that all personnel are fully conversant with the assigned duties and job profile requirements.
- iii. The Client shall have the right to require the Contractor to remove any person deployed under the Contract who is considered to be undesirable or otherwise unsuitable, in the sole opinion of the Client.
- iv. In the event of such removal, if the aggrieved person initiates any legal proceedings or files any claim before any court, tribunal, or authority, the Client shall bear no responsibility or liability, financial or otherwise, arising out of such action. All such liabilities, if any, shall be solely borne by the Contractor.
- v. The Contractor shall cover its personnel for personal accident and/ or death while performing the duty.
- vi. The Contractor shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with the requirements.
- vii. The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to wear the same visibly at all times.
- viii. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- ix. The Contractor shall also provide at its own cost all benefits, statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.
- x. The Contractor is encouraged to provide minimum of two sets each of summer and winter uniform at its own expenses in April and October each year to its personnel.

2. SUPERVISION

- i. The Contractor shall ensure that all the duties as may be assigned differently by the Client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- ii. The Contractor shall ensure that all statutory / mandatory requirements

either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled.

- iii. The Contractor shall ensure to arrange pool of stand by manpower. If the required number of manpower is less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day can be deducted from the bill(s) in the absence of proper justification. However, if the number of deployed manpower reach below 80% of the desired number of manpower as per the tender document, the penalty of Rs. 500 per absentee per day shall be charged.
- iv. In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

3. SCOPE OF WORK-CONTRACTOR

- i. **Yoga Sessions at AAM Level**
 - a. Male Yoga Instructor shall conduct a maximum of **32 Yoga sessions per month** of one hour per session, at the designated Ayushman Arogya Mandirs.
 - b. In addition, **Female Yoga Instructors** shall conduct a maximum **20 Yoga sessions per month** of one hour duration each, specifically for female groups wherever such requirement is identified.
- ii. **Submission of District-Wise Deployment List**
 - a. The Contractor shall prepare and submit a district-wise list of qualified Yoga Instructors proposed for deployment.
 - b. This list must be submitted to the concerned District AYUSH Officer (DAO) of each respective district.
 - c. A copy of the submission shall be simultaneously forwarded to the Client/Directorate of AYUSH for record and monitoring purposes.
- iii. **The list must include:**
 - a. Full name of the candidate
 - b. Qualification and certification details
 - c. Aadhaar number and contact information
 - d. Proposed place of posting (Aayushman Arogya Mandir)
 - e. Any other relevant documentation as prescribed
- iv. **Scrutiny and Approval by District AYUSH Officer**
 - a. Upon receipt of the district-wise list, the concerned DAO shall scrutinize the submitted documents to verify the eligibility and credentials of each proposed Yoga Instructor.
 - b. The DAO may seek clarifications or additional documents from the Contractor if required.
 - c. Only after satisfactory verification, the DAO shall issue formal approval for the Yoga Instructor to join duty at the designated Aayushman Arogya Mandir.
 - d. The Contractor shall ensure that no Yoga Instructor is deployed without prior written clearance from the DAO.
- v. **Compliance and Monitoring**

- a. The Contractor shall maintain close coordination with the DAOs and the Client to ensure timely deployment and compliance with the above procedure.
 - b. Any deviation from this SOP may result in administrative action, including withholding of payments or termination of contract.
- vi. The Contractor must provide salary slips, EPF numbers and ESI registration, duly activated, to all the deployed manpower at the designated Ayushman Arogya Mandirs. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- vii. The Contractor must employ adult and skilled personnel only. The Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons after proper character and police verification.
- viii. The Contractor may impose any conditions as per prevailing contractual labour laws for such engagement and take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities.
- ix. The Contractor shall intimate the details like name, age, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- x. Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- xi. Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Shimla Shops and Essential Act or any modification there of or any other law relating thereto and rules made here under from time to time. Client will not own any responsibility in this regard.
- xii. Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- xiii. Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at the designated Ayushman Arogya Mandirs or on duty at any time during performance of their duties.
- xiv. Contractor's employees shall perform their duties at the designated Ayushman Arogya Mandirs with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- xv. Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the designated Ayushman Arogya Mandirs on account of acts of omission and commission by the staff deployed by him.
- xvi. The payments to its employees shall be disbursed by the Contractor through Bank Account remittance. The Contractor shall be required to produce details of bank transfer alongwith the monthly invoice to the Client.

ANNEXURE-6

TECHNICAL BID FORM

1. Name of the firm.....
2. Name of the authorized person submitting the Bid “Shri/Smt/Ms.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, Address and mobile number of alternate person.....
-
5. Address of the firm
-
-
6. Tel no. with STD code(O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
- i) Private Limited
- ii) Public Limited
- iii) Any other–Please specify.....
12. Name of Director(s), if applicable.....
13. Email ID of Director(s).....
14. Mobile Number of Director(s).....
15. Bidder’s bank, its address and current account number
-
-
16. Permanent Income Tax number, Income Tax circle
17. EPF Registration No.....
18. ESIC Registration No.....
19. Particulars of EMD
- i) Demand Draft/FDR No.....

- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of DD/FDR.....

Signature of tenderer
Name and designation of signatory with seal

Date
Place:

ANNEXURE-7

FINANCIAL BID

(TO BE SUBMITTED AS FINANCIAL BID)
AYUSH Vibhag.

(To be submitted online only)

MANPOWER CHARGES PER HOUR (Illustration)

Net payable value to Yoga Instructor	ESI Employer share 3.25%	ESI Employee share 0.75%	EPF Employer share 13%	EPF Employee share 12%	Sub Total	Admin. Charges @3%	Total	GST @18%	Gross Total
159.46	5.18	1.20	20.73	19.14	205.70	6.17	211.87	38.14	250.00

Note:1- The above calculation is illustrative in nature. The actual net payable amount per hour to the Yoga Instructor shall be determined based on the Administrative/Service Charges (%) finalized through the bidding process and approved by the competent authority. All statutory mandatory deductions such as EPF, ESI, GST, etc., shall be proportionately adjusted within the overall cost ceiling of ₹250 per hour.

Service charges in percentage (rounded upto 2 decimal place)	
In words	In Figures

Note:2 -

- Income Tax will be deducted at source.
- Goods & Service Tax (GST) will be deducted at source.
- The service charge must not be quoted as zero/Nil.
- The bidder shall quote the service charges, in percentage form (upto 2 decimals) for providing manpower in both figure and words in the financial bid. If the firm quotes nil charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- Subject to the bidder being found technically responsive and meeting all eligibility criteria, the contract shall be awarded to the L-1 bidder, i.e., the firm quoting the lowest service charges (percentage), as per the evaluation of the Financial Bids.
- In the event of a tie in the quoted L-1 rates, the award of work will be decided based on the highest marks obtained in the technical bid evaluation. If a tie still persists after this stage, the final decision will be made by toss or draw of lots. This process shall ordinarily be conducted in the presence of the concerned bidders; however, if any party is absent on the day of financial bid opening, the procedure shall proceed without insisting on their presence.

Date:

Signature of tenderer

Place:

Name and designation of signatory with seal

Note:-The above particulars, duly completed, signed, and sealed by the authorized signatory of the firm, must be submitted **online** as part of the **Financial Bid**

ANNEXURE-8

CONTRACT AGREEMENT NO.....-ADMNS/ DATED.....

THIS AGREEMENT is made on Between **Director AYUSH, Himachal Pradesh** (here in after referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at B-26, Ayurveda Bhawan, SDA Complex, Kasumpti, Shimla, H.P. 171009

AND

M/s.....having its registered office at..... (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESST Has follows:

- I. **WHEREAS** the Client invited bids through e-Procurement System, Government of Himachal Pradesh Portal, vide Notice Inviting for "**OUTSOURCING OF MAPOWER SERVICES OF YOGA INSTRUCTORS ON PER HOUR OUTSOURCE BASIS**" under Bid Document No.
- II. **AND WHEREAS** the Contractor submitted his bid vide in Accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all their requirements and has resources and competence to provide the requisite services to the Client

AND WHEREAS the Client has been selected **M/S** as the successful bidder/ Contractor, pursuant to the bidding process and negotiation of contract prices, and has awarded the **Letter of Acceptance (LoA) vide No. dated** to the Contractor.

- IV. **AND WHEREAS** the Client desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client may enter into contracts with other contractors or parties for providing manpower services of Yoga Instructors across all Ayushman Aarogya Mandirs within Himachal Pradesh in the event of any breach of the terms and conditions stipulated in the Bid Document and it shall waive any claim whatsoever in this regard.

- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing manpower for services at the designated Ayushman Arogya Mandirs, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. **AND WHEREAS** the Contractor shall be responsible for the payment of Goods and Services Tax (GST) as applicable under the Central Goods and Services Tax Act, 2017, and the Himachal Pradesh Goods and Services Tax Act, 2017, or the Integrated Goods and Services Tax Act, 2017, as the case may be, to the appropriate Government authority.

The documentary proof of such GST payment, including but not limited to GST challans and GSTR-3B filings (or any other applicable GST returns), must be submitted within one month of the payment of the particular bill for which the GST was charged.

- IX. **AND WHEREAS** the Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meaning administration as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed(NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges—Schedule annexed to this Contract Agreement
 - (g) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction

as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed
Director AYUSH,
Himachal Pradesh

(Authorised Signatory)

(Authorised Signatory)

ANNEXURE-9

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date:

Bank Guarantee No:.....

Amount of Guarantee:.....

Guarantee Period: From.....to.....

Guarantee Expiry Date:.....

Last date of Lodgment

WHEREAS the Director AYUSH, having its office at B-26, Ayurved Bhawan, SDA Complex, Kasumpti, Shimla, H.P. 171009 (herein after referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on[*Please insert date of acceptance of the letter of acceptance (LoA)*] ("**Contract**") with [*insert name of the Successful Bidder*](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services shall have the meaning ascribed to it in the Contract based on the terms & conditions set out in the Bid Documents number..... [*insert reference number of the Bid Documents*] dated[*insert date of issue of Bid Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a '**Performance Security**' for an amount of Rupees 70,00,000/- (Rupees Seventy lakh), in the form of a **duly pledged Fixed Deposit Receipt, or a Bank Guarantee from a scheduled commercial bank** having a branch at Shimla. The Performance Security shall be valid from the date hereof up to the expiry of the Contract Period, including any extensions thereof.

AND WHEREAS the Contractor has approached[*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without

demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contract or merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counter claims what so ever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*]..... only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Shimla for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined here in shall have the meaning assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities here under.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated[date of power of attorney to be inserted] granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

ANNEXURE-10

Form of No Demand Certificate

To

The Director AYUSH,
Himachal Pradesh.

Subject: No Demand Certificate.

We, M/s _____, do hereby certify that upon due performance and completion of the contract dated _____ entered into with the Directorate of AYUSH, H.P. for _____, we have received all payments due to us under the said contract.

We further certify that we have no further claim whatsoever against the Client in respect of the said contract, and that the Security Deposit/Performance Security furnished by us may kindly be released.

Place: _____

Date: _____

(Authorized Signatory)
Name & Designation: _____
Seal of Firm: _____

ANNEXURE-11

(TO BE SUBMITTED ALONGWITH TECHNICAL BID DULY FILLED IN)

SELF DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN THE TENDER.

I/we Manpower Service
Provider hereby declare that the firm /company namely M/s..... **has
not been blacklisted or debarred** in the past by Union / State Government or
organization from taking part in Government tenders in India.

I/We further certify that all the **information and documents submitted
along with this tender are true, correct, and authentic** to the best of my/our
knowledge and belief. I/We fully understand that in the event of any
information/document being found false or incorrect at any stage, our tender/contract
shall be liable for rejection/termination and we shall also be liable for any penal action
as deemed fit by the competent authority.

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B.: The above details, duly signed and sealed by the authorized signatory of
the company, should be enclosed with Technical bid.

ANNEXURE-12

In order to ensure the competence of manpower to be deployed by the Service Provider in the AYUSH Vibhag they must possess the following minimum qualification:-

Sr. No.	Designation	No. of Posts	Academic Qualification
1	Yoga Instructor (Outsourced) male	761 (one each at designated AAM)	<ul style="list-style-type: none"> The candidate must have passed at least Class 12 (10+2) from a board recognized by the Government. The age of the candidate should be between 21 and 45 years. Age will be determined with reference to 1st January of the year in which the advertisement is published. The candidate must be a permanent resident of Himachal Pradesh, and preferably a resident of the Urban local self Government body or concerned Panchayat or the area falling under the jurisdiction of the concerned Ayushman Arogya Mandirs (AAMs) where the candidate wishes to serve as a Yoga Instructor.
2	Yoga Instructor (Outsourced) Female	761(one each at designated AAM)	<ul style="list-style-type: none"> The candidate must have obtained a Diploma or Degree in Yoga from an institute recognized by the Government. Preference should be given to candidates who possess a Level-1 Certificate from the Yoga Certification Board (Ministry of AYUSH, Government of India). The candidate should have knowledge of the customs, manners and language/dialects of the concerned area. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> A self-trained individual in Yoga, who has at least 10 years of experience with any traditional and reputed Yoga institution, and who has also obtained a Level-1 Certificate from the Yoga Certification Board (Ministry of AYUSH, Government of India). The selected applicant will be required to undergo special training conducted by the AYUSH Department at any location it selects. The State Government shall reserve the right to grant any relaxation in the above-mentioned qualifications.

Annexure-13
(See Clause 2(B)(iii) of Annexure-2)
TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____
[Name of the Firm/Agency], having registered office at _____
_____ [Address of the Firm/Agency], was engaged by
_____ [Name of
State/Central Government Department/ Undertaking /Corporations / Boards /
Autonomous bodies] for providing manpower services. The details of personnel deployed
during the last three financial years are as follows:-

Financial Year	Name of Assignment	Name of Post	Number of Personnel Deployed	Remarks (if any)
2022-23				
2023-24				
2024-25				

It is further certified that the above manpower services were provided **successfully and satisfactorily**, and the contract was executed in compliance with the agreed terms and conditions.

(Signature of authorized signatory &
Seal and Stamp of the organization)

Annexure-14

TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____
[Name of the Firm/Agency], having registered office at _____
_____ [Address of the Firm/Agency], deployed the
following manpower on outsource basis in various **State/Central Government
Department/ Undertaking /Corporations /Boards/Autonomous bodies** during the last
three financial years:-

Financial Year	Name of Assignment	Name of Post(s)	Number of Personnel Deployed	Duration of Deployment (From – To)	Remarks (if any)
2022-23	1. 2. 3. and so on.				
2023-24					
2024-25					

It is also certified that the deployment of a minimum of 500 (five hundred) personnel in each of the last three financial years—i.e., 2022–23, 2023–24, and 2024–25 is on a cumulative basis, comprising manpower provided across one or more client organizations within the respective financial year.

(Signature of authorized signatory &
Seal and Stamp of the organization)

Date:
Place:

Annexure-15

CHECK LIST DOCUMENTS TO BE SUBMITTED WITH THE BID (MANDATORY)

Documents required in support of eligibility and qualification.

Sr. No.	Item Name	Enclosed (Yes or No)	Attached at Page No.	Remarks
1.	Bid Submission Form (Annexure-1) printed on entity's letterhead, signed			
2.	Technical Bid Form (Annexure-6)			
3.	Earnest Money Deposit / Bid Security of Rs. 25 Lakh (to be uploaded online and also to be submitted in original within prescribed deadline)			
4.	Tender Fee of Rs. 500 (to be uploaded online and also to be submitted in original within prescribed deadline)			
5.	Signed and stamped copy of entire tender document			
6.	Power of Attorney/Authorization Letter (if applicable) authorizing the signatory to sign the tender documents and participate in the bidding process.			
7.	Attested copy of Certificate of Incorporation/Registration issued by the Registrar of Companies or other competent authority			
8.	Attested copies of PAN, GST, EPF Registration, ESIC Registration, and valid State Labour License			
9.	Copy of Electricity bill / Property Tax bill / any other relevant proof of office premise in H.P.			
10.	Self-Declaration regarding Blacklisting/Debarring for participation in tender, and that all documents and information submitted with the tender are true and correct (Annexure-11).			
11.	Undertaking on an affidavit attested by Executive Magistrate affirming: - Payment of minimum wages for skilled, semi-skilled, and unskilled categories as notified from time to time - Compliance with all statutory obligations relating to ESI, EPF, etc.			
12.	Attested copies of work orders along with work completion certificates or ongoing work/performance certificates issued by concerned State/Central Government/ Undertaking /Corporations /Boards/Autonomous bodies in the last 3 financial years (2022-23, 2023-24, 2024-25)			
13.	Documentary evidence of deployment of a minimum of 500 (five hundred) personnel in each of the last three financial years—i.e., 2022–23, 2023–24, and 2024–25—on a cumulative basis across one or more organizations, must be duly certified by the			

	competent authority of the respective State/Central Government Departments, Undertakings, Corporations, Boards, or Autonomous Bodies, and submitted in the format prescribed at Annexure-13 .			
14.	Duly filled and signed by the bidder Annexure-14			
15.	Audited Balance Sheets and Profit & Loss Accounts for the last three financial years (2022–23, 2023–24, 2024–25), duly certified by Chartered Accountant			
16.	CA certificate clearly indicating annual gross turnover exceeding Rs. 7 crore in each of the last three financial years—2022-23, 2023-24, and 2024-25—in the similar business of providing manpower as well as the average gross turnover across these three financial years.			
17.	Copies of Income Tax Returns (ITRs) and GST Returns for the last three financial years (2022–23, 2023–24, 2024–25), duly certified by CA			

[Authorized Signatory Name]

[Designation]
 [Name of Firm/Company]
 [Address]
 [Contact Number]
 [Email ID]
 [Seal & Signature]