

## **Guidance on Recruitment of HR with Assistance from HR Recruitment Agencies Empanelled by NHSRC**

### **Introduction/Background**

1. Improving coverage and enabling positive outcomes of health services require a skilled, competent and motivated workforce. A key contribution of the National Health Mission is the support provided to State/UT Governments to increase not only the number of doctors and specialists but also paramedical workers ranging from frontline workers to laboratory technicians and pharmacists; health managers, finance personnel, trainers, data operators and analysts etc. The resultant addition has been a key reason for the improvements in India's health indicators over the past ten years.

It has been observed that once recruited, most governments find it difficult to get rid of incompetent workforce. It is therefore extremely important that we pay utmost importance to recruit the right workforce for public health systems. In order to facilitate States/UTs in adopting a process of transparent, credible and open recruitment, the Ministry of Health and Family Welfare (MoHFW) has developed a mechanism to empanel Human Resource Recruitment Agencies. The key driver underlying the empanelment and engagement of such agencies is to ensure that the public health sector in States/UTs, districts and below has in place human resource teams for which individuals are selected for their competence, motivation, and a commitment to public service. The empanelment of such agencies offers States/UTs to access agencies that will provide an approved, standardized process for advertisement, skill and knowledge assessments, interviews, and final selection.

NHSRC on behalf of NHM, MoHFW has selected a panel of 10 HR recruitment agencies for assisting National/State/UT Health Missions and NHSRC in recruitment of contractual HR under NHM. This panel has been prepared by following a due process wherein Expression of Interest was called from interested agencies through open advertisement and their bids were evaluated based on technical evaluation criteria. The evaluation criteria (for a maximum of 100 marks) included past experience of the agency in providing recruitment services, especially for government or public sector agencies (60 marks), experience of key professionals in the agency's payroll and panel of experts (30 marks) and financial strength of the agency (10 marks). All agencies that have scored the qualifying scores have been empanelled by NHSRC for a period of two years starting from 11<sup>th</sup> January 2016).

State/UT Health Missions can now utilize the services of these empanelled agencies for recruitments under NHM. This guidance note is intended to assist the State/UT Health Missions or other related agencies in availing the services of these agencies. However, the final decision in this regard would rest with the State/UT Governments. It is recommended that States/UTs should avail this facility to ensure proper recruitment of professionals. If the States/UTs so desire, they can utilize the services of the agencies that have been empanelled by NHSRC or may even empanel additional agencies using the similar criteria as adopted by NHSRC.

This note contains guidance on the processes to be followed along with model documents such as Request for Financial Bids, Letter of Intent and Memorandum of Understanding between the State/UT Health Mission or other agency and the selected HR recruitment agency.

## **INSTRUCTION TO STATE/UT HEALTH MISSIONS AND OTHER AGENCIES**

### **B. Steps to follow:-**

1. After identification of posts to be recruited, designate a nodal officer/authority for the recruitment process.
2. Write to the empanelled agencies for submitting the financial bids in the prescribed format. Preferably 21 days should be given to the agencies to submit their bids.
3. Before calling for financial bids, the State/UT should determine the activities for which the HR agency services are required and for which the agencies would need to include the costs in their bids. The broad activities for this are:
  - i. Advertisement for recruitment
  - ii. Management of venue for recruitment process including competency based assessment, interview, written examination etc.
  - iii. Travel, lodging, food and honorarium for panelists
  - iv. Printing for various purposes
  - v. Any other relevant information, if necessaryThe call for financial bids should clearly list all the categories of activities.
4. The following information should be provided along with Request for Financial Bids to the empanelled agencies that might affect the value of the bid :
  - a. Different positions to be recruited and number of vacancies in each position.
  - b. Job description, essential and desirable qualifications and other conditions of recruitment for each position.
  - c. Mode of recruitment of each position.
  - d. Tentative timelines for completion of recruitment process.
  - e. Policy of reservation, as applicable
  - f. Number of waitlisted candidates required for each post.
5. The list of shortlisted/recommended candidates will be handed over to the designated nodal officer/ authority by HR Recruitment Agency after completion of the process. List of shortlisted including waitlisted candidates should be put up on the websites by the nodal officer/ authority.
6. The call for financial bids should clearly list all the categories of activities mentioned at serial number 3.
7. Final selection criteria should be based on lowest financial cost basis
8. Evaluate the bids received and select the successful bidder (henceforth called "HR Recruitment Agency" )and contract with it.
9. Performance Security Deposit to be deposited by the selected bidder should be kept about 5-10% of the accepted bid value. The State/UT may refer to state department instructions, if any, in this regard and modify suitably.
10. Issue Letter of Intent and initiate the process of recruitment and appointment at the earliest thereafter.
11. If applicable to the posts considered for recruitment, the Reservation Policy of the State should be made available to the HR Recruitment Agency.

### **C. POINTS TO REMEMBER**

1. In a single Request for Financial Bid, it is desirable to ask for a single consolidated financial bid in place of disaggregated position-wise bid. This would help in eliminating any future legal complications and keep the evaluation process simple.
2. The designated nodal officer/authority should facilitate HR Recruitment Agency in the process of recruitment, if required, for example, for security arrangements, etc.
3. The designated nodal officer/authority after approvals as appropriate, should provide at least one senior member for each interview panel. Preparing the list of panel members for this purpose and making them available on the dates of interview will be the responsibility of the designated nodal officer/authority.
4. The appointing authority for the posts advertised should release the offer letters to the selected candidates at the earliest.
5. All queries raised, pertaining to the recruitment, under RTI and other grievances, shall be replied to/handled by the respective public information officer/the designated nodal officer/authority, as the case may be. All documents pertaining to the recruitment should be handed over by the HR Recruitment Agency to the designated nodal officer/authority after completion of the process (preferably within a fortnight after digitizing the same).
6. In case of termination of contract on the ground of unsatisfactory services on part of the HR Recruitment Agency, a report should be made by the State/UT Health Mission to NHSRC for appropriate follow-up action.

File No.:

Date: (XXXXXX)

**REQUEST FOR FINANCIAL BID (RFB) FROM EMPANELED HR RECRUITMENT AGENCIES FOR RECRUITMENT SERVICES FOR STATE/UT HEALTH MISSION/....(ANY OTHER AGENCY)**

**Part I General terms**

.....State/UT Health Mission/(.....other agency) invites “financial bid” from HR Recruitment Agencies empanelled by NHSRC after qualifying for this purpose.

The agencies are required to submit their financial bids as detailed in the table below. This Request for Financial Bid (RFB) does not constitute an offer and is issued with no commitment. ....State/UT Health Mission/(.....any other agency) reserves the right to modify, expand, restrict, scrap, refloat or cancel the RFB at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will not be considered.

Interested agencies may obtain RFB document on written request to .....State/UT Health Mission/(.....any other agency), on payment of INR 500 [Rupees Five Hundred Only] through demand draft drawn on a Nationalized Bank, in favor of [name of the authority..... State/UT Health Mission/(.....any other agency)] and payable at “.....City Name”. Those using the downloaded form from [name of the referred website.....Website of State/UT Health Mission/(.....any other agency)] will have to attach a demand draft of INR 500/-while submitting their financial bid. ....State/UT Health Mission/(.....any other agency), will not be responsible for any postal delays.

1.	Call for financial bid document download / Sale date / time	(.....Date, Time) Preferably 3 weeks from issue of RFB
2.	Date for submission of pre-bid queries	(.....Date, Time) 1 week from issue of RFB
3.	Pre- bid meeting date / time	(.....Date, Time) 10 days from issue of RFB
4.	Date for issuing clarifications on website	12 days from issue of RFB)
5.	Last date and time for receipt of bids	(.....Date, Time) 3 weeks from RFB (if no substantial modifications made in terms & conditions)
6.	Date and time for opening of financial bid	(.....Date, Time) as soon as possible, immediately after the last date and time for submitting the bids
7.	Service to be provided	HR Recruitment services
8.	Period of contract	One year from the date of issue of Letter of Intent
9.	Period of extension of contract	One year from acceptance of the offer by the HR Recruitment Agency
10.	Validity of financial bids	1 year from last date of receipt of financial bid.

**Designated Officer in State/UT Health Mission/...(any other agency)**

## Part II Background

### 1. SERVICES TO BE PROVIDED

Details of vacancies to be filled and mode of recruitment is as mentioned in **Annexure 1**

The services include (*.....the list given below is indicative and may be altered as per specific requirement*)

- 1.1 Drafting and finalizing the recruitment advertisement.
- 1.2 Developing Application Forms and other templates.
- 1.3 Collecting the applications of all the candidates through postal mail and internet (online) (*may retain both options or indicate only online*)
- 1.4 Scrutinizing the applications and creating computerized database of all the information mentioned in application forms of the candidates and attached documents.
- 1.5 Screening & scrutiny of applications, strictly as per advertised conditions of recruitment or norms / Terms of Reference (TOR). Preparing list of candidates who are eligible for written test/Skill Assessment/ Other Tests/interview.
- 1.6 Issuing call letters to the candidates to appear for Written Test / Skill Assessment / Online Computer Test / Group Discussion (as applicable) and interview, through speed post/registered post/SMS/ telephone / e-mail (*.....State / UT/Other agency may decide the mode*) .
- 1.7 Venue finalization for Written Test / Skill Assessment / Online Computer Test / Group Discussion (as applicable) and interview and arrange facilities for the same.
- 1.8 Identification of areas of assessment (based on conditions of recruitment of advertised posts) to be included in objective type question papers will be decided in consultation with State / UT Health Mission/(*.....any other agency*).
- 1.9 Finalization of question papers and maintenance of absolute confidentiality of the same in custody and dispatch of the question papers, OMR answer sheets & other related arrangements for smooth conduct of written test will be the responsibility of the Recruitment Agency.
- 1.10 Liaisoning with relevant officials and making local logistical arrangements for competency/skills assessments for positions requiring the same.
- 1.11 Attendance, Registration Process and Documents verification of candidates.
- 1.12 Evaluation of Answer sheet & preparation of category wise merit lists in the required formats, maintaining sanctity and confidentiality of the entire process.
- 1.13 Preparation of Scoring Sheets and organizing Interviews under the guidance of Recruiting Organization.
- 1.14 Under the guidance of State / UT Health Mission/(*.....any other agency*), preparation of Final Results based on criteria as may be required by State / UT Health Mission/Other agency.
- 1.15 Hand over all the applications, with testimonials & other documents, received during the recruitment process to the designated nodal officer/any other persons so authorized. Safety and Confidentiality of the documents to be strictly maintained.  
  
(*.....specify any other activity connected with the specific recruitment assignment*).

## Part III Bidding terms and pre-qualification criteria

### 2. GENERAL INSTRUCTIONS

2.1 Interested bidders can send their duly completed financial bids on or before Date/ Time at the following address by person or by post to:

**Office of State/UT Health Mission/ (.....any other agency)**

2.2 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. Financial 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. Submission of financial bids along with documents at the above address will be the sole responsibility of the bidder.

### 3. SUBMISSION OF BID

3.1 The financial bid duly signed on every page by the authorized person in blue ink including annexures / appendices shall be submitted in a sealed envelope clearly super-subscribed as “**Financial Bid**”. The envelope shall be sealed in an outer envelope bearing the address indicated above. The envelope shall be clearly marked: “**FINANCIAL BID FROM EMPANELLED HR RECRUITMENT AGENCY FOR RECRUITMENT SERVICES FOR [.....STATE/UT HEALTH MISSION/(....ANY OTHER AGENCY)]**”

3.2 A duly authorized representative of the bidder should sign the financial bid. It shall be certified that the person signing the financial bid is empowered to do so on behalf of the bidder (**Annexure 2**). A copy of the Memorandum and Articles of Association of the bidder shall be attached to the financial bid.

3.3 The financial bid should be submitted with two printed copies of the entire bid, one marked ORIGINAL and the second one as DUPLICATE and a soft copy on non-rewritable Compact Discs (CDs) with all the contents of the financial bid. The words “**FINANCIAL BID FROM EMPANELLED HR RECRUITMENT AGENCY FOR RECRUITMENT SERVICES FOR [.....STATE/UT HEALTH MISSION/(....ANY OTHER AGENCY)]**” shall be written in indelible ink on the CD. In case of discrepancy between the information in the printed version and the contents of the CD, the printed version of the financial bid will prevail and will be considered as the bid for the purpose of evaluation.

3.4 The bidder shall submit the bid neatly and accurately. Any corrections or overwriting would render the bid invalid.

3.5 Conditional offers/ offers that are not in conformity to this RFB will be summarily rejected as non-responsive.

3.6 All documents including copies of relevant documents submitted with the financial bid should be self-attested and duly signed by the authorized signatory in blue ink on all pages.

3.7 Bids which are not fulfilling any of the requirements mentioned in para 2 and para 3 will be deemed to be non-responsive to the RFB.

### 4. PRE-BID MEETING

4.1. Queries raised by potential bidders. However, based on amendments / clarifications (if any) in the State/UT Health Mission/... (any other agency)] and the web-address (say www.....)}. Potential bidders are requested to visit the website on regular basis for updates in this regard.

## **5. BID EVALUATION**

**5.1 Financial bids will be opened at (..... Place, date and time). HR agencies are at liberty to be present personally or through their authorized representative (1 representative per bidder) at the time of opening of financial bids.**

5.2 The financial bids will be valid as indicated in Part 1.

5.3 State/UT Health Mission/...(any other agency) will award the contract to the bidder whose financial bid has been determined to be substantially responsive to the RFB document and who has offered the lowest financial bid. Such bidder will be called the “successful bidder”.

5.4 The State/UT Health Mission/...(any other agency) reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

5.5 State/UT Health Mission/...(any other agency) 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.

5.6 The period of contract will be as indicated in Part 1. The contract may be extended as indicated in Part 1, upon consideration of the facts and circumstances existing at relevant period. The decision of the State/UT Health Mission/...(any other agency) in this regard shall be final and binding.

## **6. AWARD OF ASSIGNMENT**

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

6.2 All the terms and conditions as stated in the RFB and clarification issued by .....State/UT Health Mission/.... (any other agency).. would constitute the terms of contract.

6.3 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 State/UT Health Mission/... (any other agency) and on the terms & conditions specified therein.

6.4 Adherence to time limits will be crucial.

## **7. COMMUNICATION OF ACCEPTANCE**

7.1 Acceptance of offer by the successful bidder to be communicated by registered letter/ speed post / fax / e-mail or a formal letter (the State/UT may decide the mode) in the format at Annexure no 2.

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

## **8. VOLUME OF WORK/TASK/**

8.1 The volume of work is as per Annexure I (List and Number of Vacancies)

## **9. INDEMNITY**

9.1The HR Recruitment Agency shall keep indemnified and hold harmless, .....State/UT Health Mission/...(any other agency)..... 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.

## 10. PERFORMANCE SECURITY DEPOSIT

- 10.1** The successful bidder shall furnish Performance Security for an amount equal or equivalent to ...5-10 % of the total value of the financial bid to ensure due performance of the contract within fifteen (15)...) days from the date of receipt of Letter of Intent from State/UT Health Mission/...(any other agency). The Performance Security Deposit shall be furnished through demand draft drawn on a nationalized bank, in favour of ".....State/UT Health Mission/...(any other agency)" and payable at ".....(City Name).
- 10.2** The Performance Security Deposit will be returned after a period of 60 days of expiry of the contract on completion of satisfactory services. The decision as to what constitutes "unsatisfactory service" shall solely lie with State/UT Health Mission/...(any other agency) and shall be final and binding
- 10.3** The successful bidder shall keep Performance Security valid up to and 2 months beyond the tenure of assignment.

## 11. OTHER TERMS AND CONDITIONS

- 11.1** 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 financial bid will become the property of the State/UT Health Mission/...(any other agency) and will not be returned after opening of the financial bids. State/UT Health Mission/...(any other agency) 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.
- 11.2** 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 RFB, including all forms, schedules and annexures hereto, and has fully informed itself of all existing conditions and limitations.

## 12. Commencement, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

- 12.1. Provision of services:** The HR Recruitment Agency will provide HR recruitment services to ....State/UT Health Mission/...(any other agency) as per the terms and conditions of the contract (to be signed between the HR Recruitment Agency and ....State/UT Health Mission/...(any other agency)
- 12.2. 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
- 12.3. 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/interview/skill assessment, preparation of results and communication to candidates on exam/interview/skill assessment or offer of appointment. In the event of the HR Recruitment Agency contravening this condition, the State/UT Health Mission/...(any other agency) 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/...(any other agency). In such case the Performance Security Deposit of the HR Recruitment Agency, will be forfeited.
- 12.4.** The ....State/UT Health Mission/...(any other agency) may upon receipt of a written request from the HR Recruitment Agency for extending the period of contract, may extend the period of contract for reasons to be recorded in writing. However, no extra financial compensation shall be payable for this extended period.

## **12.5. Termination of contract**

**12.5.1 : By .....State/UT Health Mission/...(any other agency):** The State/UT Health Mission/...(any other agency) 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 :

12.5.1.1 If the HR Recruitment Agency commits breach of any of the conditions/terms contained in the RFB or does not remedy/ rectify a failure in the performance of their obligations under the contract.

12.5.1.2 If the HR Recruitment Agency becomes insolvent or bankrupt

12.5.1.3 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

12.5.1.4 If State/UT Health Mission/...(any other agency), in its sole discretion, decides to terminate the contract

12.5.1.5 In the event of termination on unsatisfactory service or in violation of any of the terms and conditions, Performance Security Deposit shall stand forfeited without prejudice in addition to any other action the ..State/UT Health Mission/ (...any other agency) may take as deemed fit including banning of HR Recruitment Agency for a period of 2 years from participating in any RFB/RFP published by the ..State/UT Health Mission/...(any other agency)

12.5.1.6 The letter from State/UT Health Mission/...(any other agency) communicating the termination of contract shall clearly mention the reason for termination of contract.

**12.5.2 By HR Recruitment Agency:** The HR Recruitment Agency may terminate the contract, provided no recruitment process is in progress/pending with the ...State/UT Health Mission/ (...any other agency) by not less than Thirty (30) days' written notice to State/UT Health Mission/...(any other agency). All documents related with recruitments shall be handed over to the nodal officer of ..State/UT Health Mission/ (...any other agency).

**12.5.3** In both the cases, ie; termination by the .....State/UT Health Mission/...(any other agency) and by the HR Recruitment Agency (refer clause no. B.12.5.1 and B.12.5.2), the ..State/UT Health Mission/ (...any other agency) is free to assign the work to another agency.

## **13. OBLIGATIONS OF THE HR RECRUITMENT AGENCY**

**13.1.** 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 State/UT Health Mission/(...any other agency), and shall at all times support and safeguard State/UT Health Mission/(...any other agency)'s legitimate interests in any dealings with the third parties.

### **13.2. The HR Recruitment Agency not to Benefit from Commissions, Discounts, Recruitment Fee etc.**

13.2.1 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.

13.2.2 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.

**13.3 Confidentiality and Non-disclosure:**

13.3.1 HR Recruitment Agency shall not, without prior written consent of State/UT Health Mission/...(any other agency), 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.

13.3.2 This section shall not apply to information:

13.3.2.a: Already in the public domain, otherwise than by breach of this contract

13.3.2.b: Already in the possession of the HR Recruitment Agency before it was received from the State/UT Health Mission/ ...(other agency) in connection with the contract and which was not obtained under any obligation of confidentiality; or

13.3.2.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 State/UT Health Mission/...(any other agency)'s prior approval in writing wherever necessary.

13.3.3 Documents submitted by the HR Recruitment Agency will be the property of State/UT Health Mission/...(any other agency). All plans, charts, specifications, designs, reports, and other documents and softcopies submitted by the HR Recruitment Agency shall become and remain the property of State/UT Health Mission/...(any other agency). The HR Recruitment Agency may retain a copy of such documents for future use.

**14 OBLIGATIONS OF THE (State/UT Health Mission/...(any other agency))**

State/UT Health Mission/...(any other agency) shall provide the HR Recruitment Agency such reasonable assistance as may be required to meet the obligations under the contract.

**15 PAYMENTS TO THE HR RECRUITMENT AGENCY**

The HR Recruitment Agency will be paid as per Annexure 3 as per the number of candidates fulfilling the conditions for appointment.

**16 CORRUPT OR FRAUDULENT PRACTICES**

**16.1** State/UT Health Mission/...(any other agency) expects the highest standard of ethics during the selection and execution of obligations under the contract.

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

16.2.1 "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.

16.2.2 "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 State/UT Health Mission/...(any other agency), (ii) submission of forged documents in connection with this call for financial bid.

16.2.3 "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of State/UT Health Mission/...(any other agency), prior to or after bid submission, designed to establish bid prices at artificially non-competitive levels.

16.2.4 “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.

**16.3** It is further provided that State/UT Health Mission/...(any other agency) 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 16.2. Further, the State/UT Health Mission/... (any other agency) may report the same to Ministry of Health & Family Welfare, Govt. of India for appropriate action.

**16.4** State/UT Health Mission/...(any other agency) 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 State/UT Health Mission/...(any other agency).

**17 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.

**17.1** The obligations of State/UT Health Mission/..(any other agency) 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.

**17.2** 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.

**17.3** 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.

**17.4** 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 State/UT Health Mission/..(any other agency) in this regard will be final.

## **18 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 State/UT Health Mission/...(any other agency) and the HR Recruitment Agency. The HR Recruitment Agency shall not act or attempt or represent itself as an agent of the State/UT Health Mission/...(any other agency). The employees of the HR Recruitment Agency shall never, under any circumstances whatsoever, be entitled to claim to be the employees of the State/UT Health Mission/...(any other agency).

## **19 ARBITRATION**

All disputes, if any, arising amongst the State/UT Health Mission/...(any other agency) and HR Recruitment Agency shall be resolved by arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in the .....language

and the venue of the arbitration shall be in ..(city name)..... The sole arbitrator will be appointed by the State/UT Health Mission/...(any other agency), and the decision of the sole arbitrator in this regard will be final and binding.

## **20 JURISDICTION**

The sole jurisdiction over any matters arising in connection with any actions or proceedings arising out of or in relation to this RFB and subsequent contract shall be with the Courts of (...city name) only.

## **Annexure to the Request for Financial Bid Document**

Annexure 1: Details of positions and number of posts to be recruited and detailed terms of reference for each position.

Annexure 2: Format for submission of financial bid by the empanelled bidders

Annexure 3: Schedule of Payment

**Details of positions and number of posts to be recruited**

<b>Sl No</b>	<b>Name of Position</b>	<b>No of candidates to be recruited</b>	<b>Details at</b>
1			
2			
3			
4			

**FORMAT FOR SUBMITTING FINANCIAL BID BY EMPANELLED HR RECRUITMENT  
AGENCIES**  
**(To be submitted on organization's letterhead under signature of the authorized person)**

To,

*(Address of the Designated Officer in State/UT Health Mission/...(any other agency))*

Subject: Submission of Financial bid in response to 'RFB' from (full title of RFB)

Dear Sir/Madam,

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

- 5 We have read the provisions of the RFB 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.
- 6 We hereby confirm that the information submitted is correct to the best of our knowledge and belief.
- 7 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.
- 8 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.
- 9 In case any information/document submitted by us is found to be false, fake or incorrect, ... State & UT Health Mission/...(any other agency) is free to take action against our agency as deemed fit by them.
- 10 I/We hereby affirm that during the currency of our contract with ... State/UT Health Mission/...(any other agency), 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.
- 11 Our attached Financial Bid (in one sealed envelope) is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes..
- 12 Our Financial bid shall be binding upon us up to expiration of the validity period of the bid, i.e. till \_\_\_\_.

(Signature of Authorized person with seal)

Date:

Place

**Note: A signed copy of the RFB documents as acceptance of all terms and conditions of the RFB is to be enclosed along with the bid.**

**Attached herewith:**

1. Agency details
  - a) Name of the agency, address with telephone and fax no.
  - b) Details of registration/ incorporation under Companies Act (attach copies of Memorandum and Articles of Association, Certificate of Incorporation attested on each page by authorized signature and seal of organization)
  - c) Organization structure with location details in India and human resource details.
  - d) Annual turnover of last three financial year (copy of audited financial statement of last 3 years to be enclosed)
  - e) PAN No. (attach copy of PAN Card)
  - f) Service Tax Registration No. (attach evidence copy of Service Tax Registration Certificate)
2. Power of attorney for signing of financial bid
3. Copy of offer letter from NHSRC for empanelment and copy of acceptance by organization.

### Financial Bid Format

Name of RFB: RFB from .... (full title of the RFB)

#### Bid Details (Excluding Taxes, Duties, etc)

(Amount in Rs)					
Sl No	Position (P)	No. of Vacancies (A)	Fixed Amount per Position (F)	Variable Amount per vacancy (V)	Total Amount per Position (C)
1	P1	A1	F1	V1	$C1 = F1 + (V1 \times B1)$
2	P2	A2	F2	V2	$C2 = F2 + (V2 \times B2)$
3	P3	A3	F3	V3	$C3 = F3 + (V3 \times B3)$
4	P4	A4	F4	V4	$C4 = F4 + (V4 \times B4)$
...	....	....		...	...
<b>Total Amount</b>					<b><math>C = C1+C2+C3+C4+...</math></b>
<b>Total Amount in Words</b>					

**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, exclusive of taxes and statutory levies.
2. Bidder must submit their financial 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.

Taxes will be as per actual for which the agency will provide receipts as proof of deposit

Signature of the authorized signatory

Name:

:

Name & Address of the Bidder:

Date:

Seal:

**Format for power of attorney for signing the financial bid**

Power of attorney

(On 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 Financial Bid (RFB)) from empanelled HR Recruitment Agencies for recruitment services for State/UT Health Mission/ ..(any other agency), in response to the financial bids invited by State/UT Health Mission/..(any other agency),including signing and submission of all documents and providing information/responses to State/UT Health Mission/ ..(any other agency) in all matters in connection with our financial 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..., 2016

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 financial 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 financial 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 3: Schedule of Payment

Sl. No.	Deliverables for the Phase	Payment	Remarks
1	Vacancies advertised	30 % of ..	
2	Submission of shortlisted candidates by HR Recruitment Agency	50 % of ...	
3	Submission of certificate of satisfaction from ...State/UT Health Mission/..(any other agency)	20% of ...	
<ol style="list-style-type: none"><li>1. The total payment towards the entire recruitment project shall be reconciled as per completion of activities as per agreed schedule.</li><li>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 ...State/UT Health Mission/..(any other agency).</li></ol>			

**Draft Letter of Intent**

File No

Dated: \_\_\_\_\_

To

Authorized signatory

HR Recruitment Agency

Subject: Letter of Intent (LoI) for the financial bids submitted in response to Request for Financial Bid (RFB) (full title of RFB)

Ref:

1. Request for Financial Bid (RFB) from (full title of RFB) on ...(date of publication of RFB)
2. Corrigendum published on ..
3. Corrigendum published on...
4. HR Recruitment Agency for recruitment services for State/UT Health Mission/(..any other agency)

Sir,

The undersigned has been directed to issue this Letter of Intent (LoI) against proposal and subsequent documents submitted by your organization in response to the Request for Financial Bid (RFB) from ..(full title of RFB) published on....(date)

2. The detailed scope of work and other terms and conditions given in the RFB and subsequent corrigenda thereon would form part of the contract to be signed between State/UT Health Mission/(..any other agency) and ..(name of successful bidder).
3. The Contract Value for the entire contract period, based on the rates quoted by your organization, (inclusive of taxes) will be Rs ..(in figures) (Rupees ..in words).
4. The date of commencement of this project would be the date of issue of LoI. You are requested to submit the Performance Security Deposit for an amount equivalent to ..% of contract value through Demand Draft drawn on a nationalized bank in favour of ..and payable at ...within 15 days from the issue of this letter.

Authorized signatory

State/UT Health Mission/...(Any other agency)

**Draft Contract  
Between  
State/UT Health Mission/(...Any other Agency) and  
HR Recruitment Agency**

This contract is made on this day of .....(month)..... (year) between State/UT Health Mission/(...Any other Agency) and ....., hereinafter called HR Recruitment Agency as per the following terms and conditions:

**1. Services to be provided: As per point 1 in Part II**

The services include (*.....the list given below is indicative and may be altered as per specific requirement*)

- 1.1. Drafting and finalizing the recruitment advertisement
- 1.2. Developing Application Forms and other templates
- 1.3. Collecting the applications of all the candidates through postal mail and internet (online) (may retain both options or indicate any one)
- 1.4. Scrutinizing the applications and creating computerized database of all the information mentioned in application forms of the candidates and attached documents.
- 1.5. Screening & scrutiny of applications, strictly as per advertised conditions of recruitment or norms / Terms of Reference (TOR). Preparing list of candidates who are eligible for written test/Skill Assessment/ Other Tests/interview.
- 1.6. Issuing call letters to the candidates to appear for Written Test / Skill Assessment / Online Computer Test / Group Discussion (as applicable) and interview, through speed post/registered post/SMS/ telephone / e-mail (*.....State / UT/Other agency may decide the mode*) .
- 1.7. Venue finalization for Written Test and arrange facilities for Online Computer Test (as applicable) and venue finalization for interview.
- 1.8. Identification of areas of assessment (based on conditions of recruitment of advertised posts) to be included in objective type (*..... bilingual....as may be decided by State/UT/Other agency*) question papers will be decided in consultation with State / UT Health Mission/(*.....any other agency*).
- 1.9. Finalization of question papers and maintenance of absolute confidentiality of the same in custody and dispatch of the question papers, OMR answer sheets & other related arrangements for smooth conduct of written test will be the responsibility of the Recruitment Agency.
- 1.10. Liasoning with relevant officials and making local logistical arrangements for competency/skills assessments for positions requiring the same.
- 1.11. Attendance, Registration Process and Documents verification of candidates.
- 1.12. Evaluation of Answer sheet & preparation of category wise merit lists in the required formats, maintaining sanctity and confidentiality of the entire process.

- 1.13. Preparation of Scoring Sheets and organizing Interviews under the guidance of Recruiting Organization.
- 1.14. Under the guidance of State / UT Health Mission/(.....any other agency), preparation of Final Results based on criteria as may be required by State / UT Health Mission/Other agency.
- 1.15. Hand over all the applications, with testimonials & other documents, received during the recruitment process to the designated nodal officer/any other persons so authorized. Confidentiality of the documents to be maintained
- 1.16. (.....specify any other activity connected with the specific recruitment assignment).

## **2. Volume of Work**

Details of vacancies to be filled and mode of recruitment is as mentioned in Annexure 1

## **3. Reporting & Coordination:**

The list of recommended/selected/waitlisted candidates will be handed over by the HR agency to Mission Director, State/UT Health Mission/designated nodal/ (.....authorized officer..) of (..any other agency....)after completion of the process. This list/lists will be put up on the websites of State/UT Health Mission/(..any other agency)/published for public information in at least two national/regional news papers by the respective authorities.

## **4. Duration of Contract**

The duration of contract shall be for a period of One Year from the date of signing the contract. In case the recruitment process is not completed within the contract period, the contract may be extended by the parties, based on mutual consent, at the same rates.

## **5. 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 State/UT Health Mission/...(any other agency) and the HR Recruitment Agency. The HR Recruitment Agency shall not act or attempt or represent itself as an agent of the State/UT Health Mission/...(any other agency). The employees of the HR Recruitment Agency shall never, under any circumstances whatsoever, be entitled to claim to be the employees of the State/UT Health Mission/...(any other agency).

## **6. Obligations of the HR Recruitment Agency**

- 6.1. 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 advisers to State/UT Health Mission/(...any other agency), and shall at all times support and safeguard State/UT Health Mission/(...any other agency)'s legitimate interests in any dealings with the third parties

### **6.2. The HR Recruitment Agency not to Benefit from Commissions, Discounts, Recruitment Fee etc.**

- 6.2.1. 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.
- 6.2.2. 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.
- 6.3. **Confidentiality and Non-disclosure:** HR Recruitment Agency shall not, without prior written consent of State/UT Health Mission/...(any other agency), 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.

This section shall not apply to information:

- 6.3.1. Already in the public domain, otherwise than by breach of this contract
- 6.3.2. Already in the possession of the HR Recruitment Agency before it was received from the State/UT Health Mission/...(any other agency) in connection with the contract and which was not obtained under any obligation of confidentiality; or
- 6.3.3. Obtained from a third person or entity who is free to divulge the same and which was not obtained under any obligation of confidentiality.
- 6.4. The HR Recruitment Agency shall obtain State/UT Health Mission/...(any other agency)'s prior approval in writing wherever necessary.
- 6.5. Documents submitted by the HR Recruitment Agency will be the property of State/UT Health Mission/...(any other agency). All plans, charts, specifications, designs, reports, and other documents and softcopies submitted by the HR Recruitment Agency shall become and remain the property of State/UT Health Mission/...(any other agency). The HR Recruitment Agency may retain a copy of such documents for future use.

## 7. Obligations of the State/UT Health Mission/...(Any Other Agency))

State/UT Health Mission/...(any other agency) shall provide the HR Recruitment Agency such reasonable assistance as may be required to meet the obligations under the contract.

## 8. PAYMENTS TO THE HR RECRUITMENT AGENCY

The HR Recruitment Agency will be paid as per Annexure 3 as per the number of candidates fulfilling the conditions for appointment.

## 9. CORRUPT OR FRAUDULENT PRACTICES

- 9.1. State/UT Health Mission/...(any other agency) expects the highest standard of ethics during the selection and executions of duties.
- 9.2. In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:
  - 9.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of 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;
- 9.2.2. "Fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of a contract to the detriment of State/UT Health Mission/....(any other agency). Submission of forged documents in connection with the request for financial bid and/or contract.
  - 9.2.3. "Collusive practice" means a scheme or arrangement between two or more HR Recruitment Agency, with or without the knowledge of State/UT Health Mission/...(any other agency) (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and
  - 9.2.4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of contract.
- 9.3. It is further provided that State/UT Health Mission/...(any other agency) will terminate the contract, forfeit the Performance Security and take any other action as deemed fit including blacklisting the HR Recruitment Agency for a period of 2 years if it is found that the HR Recruitment Agency has engaged in any of the practices mentioned in para 18.2.
  - 9.4. State/UT Health Mission/...(any other agency) reserves the right to inspect the accounts and records of the HR Recruitment Agency relating to the execution of this contract and to have them audited by auditors appointed by State/UT Health Mission/...(any other agency).

## **10. Propriety**

State/UT Health Mission/ (...any other agency...) shall provide the HR Recruitment Agency such reasonable assistance as may be required in order to carry out the assignment.

## **11. Commencement, Completion, Modification, and Termination of contract**

- 11.1. **Provision of services:** The HR Recruitment Agency will provide HR recruitment services to ....State/UT Health Mission/...(any other agency) as per the terms and conditions of the contract (to be signed between the HR Recruitment Agency and .....State/UT Health Mission/...(any other agency)
- 11.2. **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
- 11.3. **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 includes designing the advertisement, receiving applications and shortlisting them, conducting written exam/interview/skill assessment, preparation of results and communication to candidates on exam/interview/skill assessment or offer of appointment. In the event of the HR Recruitment Agency contravening this condition, the State/UT Health Mission/...(any other agency) 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/...(any other agency). In such case the Performance Security Deposit of the HR Recruitment Agency, will be forfeited.
- 11.4. The .....State/UT Health Mission/...(any other agency) may upon receipt of a written request from the HR Recruitment Agency for extending the period of contract, may

extent the period of contract for reasons to be recorded in writing. However, no extra financial compensation shall be payable for this extended period.

#### **11.5. Termination of contract**

11.5.1. By .....State/UT Health Mission/...(any other agency): The State/UT Health Mission/...(any other agency) 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:

11.5.1.1. If the HR Recruitment Agency commits breach of any of the conditions/terms contained in the RFB or does not remedy/ rectify a failure in the performance of their obligations under the contract.

11.5.1.2. If the HR Recruitment Agency becomes insolvent or bankrupt;

11.5.1.3. 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

11.5.1.4. If State/UT Health Mission/...(any other agency), in its sole discretion, decides to terminate the contract.

11.5.2. In the event of termination on unsatisfactory service or in violation of any of the terms and conditions, Performance Security Deposit shall stand forfeited without prejudice in addition to any other action the ..State/UT Health Mission/ (...any other agency) may take as deemed fit including banning of HR Recruitment Agency for a period of 2 years from participating in any RFB/RFP published by the ..State/UT Health Mission/..(any other agency)

11.5.3. The letter from State/UT Health Mission/...(any other agency) communicating the termination of contract shall clearly mention the reason for termination of contract

11.5.4. **By HR Recruitment Agency:** The HR Recruitment Agency may terminate the contract, provided no recruitment process is in progress/pending with the ...State/UT Health Mission/ (...any other agency) by s not less than Thirty (30) days' written notice to State/UT Health Mission/...(any other agency). All documents related with recruitments shall be handed over to the nodal officer of ..State/UT Health Mission/ (...any other agency).

11.5.5. In both the cases, ie; termination by the .....State/UT Health Mission/...(any other agency) and by the HR Recruitment Agency (refer clause no. B.11.1.5.1), the ..State/UT Health Mission/ (...any other agency) is free to assign the work to another agency

**12.** Any changes in the terms of this contract can only be made in writing and by mutual agreement. This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws, for the time being in force in India.

**13.** Any notice, request, or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post/courier to an authorized representative of the Party.

**14.** The Services shall be performed at such locations as specified by the State/UT Health Mission/...(any other agency) from time to time.

15. Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the State/UT Health Mission/...(any other agency) or the HR Recruitment Agency, may be taken or executed by the officials authorized.
16. Unless otherwise specified, the HR Recruitment Agency, and their Personnel shall pay such taxes, duties, fees etc. as may be levied under Central/State law and the same will not be reimbursed by the State/UT Health Mission/...(any other agency).
- 17. 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.
- 17.1. The obligations of State/UT Health Mission/...(any other agency) 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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 State/UT Health Mission/...(any other agency) in this regard will be final.

## **18. INDEMNITY**

The HR Recruitment Agency shall keep indemnified and hold harmless, .....State/UT Health Mission/...(any other agency)..... 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.

## **19. ARBITRATION**

All disputes, if any, arising amongst the State/UT Health Mission/...(any other agency) and HR Recruitment Agency shall be resolved by arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in the .....language and the venue of the arbitration shall be in ..(city name)..... The sole arbitrator will be appointed by the State/UT Health Mission/...(any other agency), and the decision of the sole arbitrator in this regard will be final and binding.

**20. JURISDICTION**

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of .....only in connection with any actions or proceedings arising out or in relation to this contract.

**21. Acceptance and Signature:**

If the above mentioned terms and condition are acceptable, kindly return the contract duly signed in duplicate to State/UT Health Mission.

Read and approved this.....day of.....20.....

(Signature of the designated nodal officer)

State/UT Health Mission/(..any other agency)

(Seal)

(Signature of the authorized signatory of the HR Recruitment Agency)  
(Name):

(Seal)

Name, Full Address & Signature of Witness  
Witness

1.....

2.....

Name, Full Address & Signature of

1.....

2.....