CALL FOR TENDER FROM EXPERIENCED HUMAN RESOURCE (HR) AGENCIES FOR RECRUITMENT SERVICES

National Health Systems Resource Centre (NHSRC), created under the National Rural Health Mission (NRHM), Ministry of Health & Family Welfare, Government of India, to act as the nodal agency for Technical Assistance (TA) to Central and States’ Government for effectively implementing NHM, with specific focus on systems strengthening and capacity development, invites “Tender (two packet-Technical proposal & Financial proposal)” from reputed and experienced Human Resource agencies to provide recruitment services for recruitment of various contractual positions of NHM, UP in two phases.

Detailed eligibility & other criteria may be viewed from the tender document. The Agencies fulfilling the requisite prescribed criteria are required to submit their proposal as per the details tabulated below. NHSRC reserves the right to modify, expand, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

Interested agencies fulfilling the eligibility criteria may obtain tender document in written request to NHSRC, on payment of Rs. 500/- (Rupees Five Hundred Only) through demand draft drawn on a Nationalised Commercial bank, in favor of “National Health Systems Resource Centre” and payable at “New Delhi”. The tender document will also be available at NHSRC website www.nhsrcindia.org and www.upnrhm.gov.in. Those who wish to use the downloaded form, have to attach a demand draft of Rs. 500/- while submitting. NHSRC will not be responsible for any postal delays.

<table>
<thead>
<tr>
<th></th>
<th>Tender document download / Sale date / time</th>
<th>6-Aug-2014, 1100 Hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Pre bid meeting date / time</td>
<td>12-Aug-2014, 1500 Hrs</td>
</tr>
<tr>
<td>3</td>
<td>Tender document download / sale end date / time</td>
<td>26-Aug-2014, 1300 Hrs</td>
</tr>
<tr>
<td>4</td>
<td>Last date and time for receipt of bids</td>
<td>26-Aug-2014, 1400 Hrs</td>
</tr>
<tr>
<td>5</td>
<td>Date and time for opening of Prequalification - cum-technical bid</td>
<td>26-Aug-2014, 1500 Hrs</td>
</tr>
<tr>
<td>6</td>
<td>Service to be provided</td>
<td>Recruitment services</td>
</tr>
<tr>
<td>7</td>
<td>Period / Extension of contract</td>
<td>One year from the date of Award of contract with an option of extension for a further period at the same terms and conditions subject to provision of satisfactory services and at the sole discretion of NHSRC.</td>
</tr>
<tr>
<td>8</td>
<td>Validity of tender offers</td>
<td>180 days from date of opening of prequalification - cum-technical bid.</td>
</tr>
<tr>
<td>9</td>
<td>Bid Security (EMD) total estimated value</td>
<td>INR. 50,000/-</td>
</tr>
<tr>
<td>10</td>
<td>Performance Security total cost of Bid (for Finalised Bidder only)</td>
<td>7% of total amount of bid on each award of work to finalised bidder.</td>
</tr>
</tbody>
</table>

Principal Administrative Officer
National Health Systems Resource Centre, New Delhi
SERVICES TO BE PROVIDED:

The Recruitment process involves activities starting from Vacancy Advertisement, Creation and Maintenance of Computerized Database of applications received, Screening of applications and Shortlisting them as per Terms Of Reference (TOR) / Pre-set Criteria and State Reservation Policy, Rolling out Call Letters for Written Test or / and Online Computer Test (as applicable) and Interview, Pre-Examination arrangements, Coordination in Venue finalization, Setting up of Question Papers, Conduct Written Test & interview, Correction of Answer Sheets, Preparation and submission of final results and preservation of records. The written test may be conducted at multiple places, as required.

1. SCOPE OF WORK

• To provide support & consultancy in finalizing the recruitment advertisement. The recruitment advertisement will be published by NHSRC.

• Creation of Application Form and other templates (As applicable).

• To collect the applications of all the candidates from the Post Office.

• To process and scrutinize the applications and to create computerized database of all the information mentioned in application forms of the candidates and attached documents.

• Screening & scrutiny of applications strictly as per advertised recruitment criteria or norms / Terms Of Reference (TOR) and State Reservation Policy and required attested documents received with Application / Resume.

• Rolling out call letters to the candidates to appear for the Written Test or / and Online Computer Test (as applicable) and interview through speed post/registered post and e-mail.

• Venue finalization in consultation with NHSRC and NHM, UP for Written Test or / and Online Computer Test (as applicable) and interview

• Setting up of objective type bilingual question papers in consultation with NHSRC.

• Arrangements for smooth conduct of written test. Confidentiality, custody and dispatch of the question papers, OMR answer sheets & other related arrangements for written test will be the responsibility of the (HR) Agency.

• Attendance, Registration Process and Documents verification will be the responsibility of the (HR) Agency.

• The Agency shall make necessary arrangements towards refreshment and lunch for Interview panel and recruitment staff.

• Evaluation of Answer sheet & preparation of category wise merit lists in the required formats and fields.

• Preparation of Scoring Sheets and conducting Interviews.

• Correct application of State Reservation Policy and Preparation of Final Results.
• Preservation of all the applications with testimonials & other documents in connection with the recruitment process by the agency for mutually agreed period & confidentiality of the documents is to be maintained and should be submitted to NHSRC after completion of recruitment phases or before completion on request.

• The Agency is encouraged to replicate the best recruitment practices prevailing in Govt / PSUs.

2. SELECTION OF SUCCESSFUL BIDDER (HR AGENCY)
The successful bidder would be selected on the basis of lowest quoted rate as per the format enclosed at (Annexure: X).

3. GENERAL INSTRUCTIONS
Interested agencies can send their duly completed tender proposal on or before 26th August 2014 by 1400 Hrs at the following address by person or by post to:

The Principal Administrative Officer
National Health Systems Resource Centre
NIHFW Campus, Baba Gang Nath Marg
Munirka, New Delhi - 110067

The responses should be submitted strictly as per prescribed format along with documents in support of information submitted therein by the responding HR agency. NHSRC reserves the right to modify, expand, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reasons. Tender received after the stipulated time period or not in accordance with the specified format will be summarily rejected. Delivery of the responses along with documents against the Tender at the above address will be the sole responsibility of the responding agency.

4. SUBMISSION OF PROPOSAL
The Technical proposal and the financial proposal duly signed on every page including annexures / appendices shall be submitted in separate sealed envelopes clearly super-subscribed as “Technical Proposal” and “Financial Proposal” respectively. All the relevant documents except Financial Proposal shall be enclosed with the Technical Proposal. These two envelopes shall be sealed in an outer envelope bearing the address indicated above. The envelope shall be clearly marked: “TENDER FROM EXPERIENCED HUMAN RESOURCE (HR) AGENCY FOR RECRUITMENT SERVICES”

The tender should be signed by a duly authorized representative of the HR agency. It shall be certified that the person signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender.

The proposal shall be filled in by the agency neatly and accurately. Any corrections or overwriting would render the proposal invalid.

Conditional offers/ offers which are not in conformity to the prescribed document will be summarily rejected.

All the documents submitted with the Tender are to be furnished duly signed on all pages along with the technical proposal.
Pre-Bid Meeting:
A Pre-Bid meeting shall be held on 12th August 2014 at 1500 Hrs to discuss the tender and clarify doubts if any to potential tenderers. All are invited to attend. Based on discussions held during the pre-bid meeting, amendments / clarifications (if any) in the Tender Document will be hosted on the websites of the NHSRC - www.nhsrcindia.org. Bidders are requested to visit our website on regular basis for new updates.

5. PROPOSAL EVALUATION
A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first. The financial evaluation will be carried out of only those agencies which fulfill the technical criteria.

A. Technical Proposal

The technical proposal will be opened on 26th August 2014 at 1500 Hrs at the address given above and the HR agencies are at liberty to be present personally or through their authorized representative (1 representative per bidder) at the time of opening. In case it is a declared holiday, the tender will be opened at the same time on the next working day.

The Evaluation Committee appointed by NHSRC shall carry out its evaluation for the technical proposal. The Committee will technically evaluate proposals of eligible agencies (as per criteria) of the Tender document, based on profile & track record, previous experience in carrying out works of similar nature.

B. Financial Proposal
Financial proposal of only those agencies which fulfill the technical criteria will be opened and the date and time of opening of financial proposal will be decided & intimated by NHSRC to such bidders separately. 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 proposal.

NHSRC will award the contract to the Tenderer whose bid has been determined to be substantially responsive to the tender document and who has offered the lowest Evaluated Tender price.

NHSRC reserves the right to award tender to one or more than one bidder in part or full as and when felt necessary to any other Technically Qualified bidder Agency without assigning any reason, at the same rate, terms & conditions to which the tender shall not be entitled to any compensation or consideration in any of such events.

The technically qualified vendors shall be empanelled for a period of One Year and for any related tasks in the future (other than this) shall be considered as per the decision of NHSRC. The Contract may be extended for a period of One year, subject to satisfactory services and at the sole discretion of NHSRC.

6. AWARD OF CONTRACT
The contract shall be awarded to the HR agency, by conveying acceptance of the proposal by NHSRC through registered / speed post / courier.

All the terms and conditions as stated in the Tender documents, Appendices and Acceptance conveyed by NHSRC will constitute the contract between the HR agency and NHSRC.

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the Agreement to be issued by NHSRC as per its requirement & on the term & conditions specified.
Speed and adherence to stringent time limits shall be the key. Specific details and modalities shall be discussed in depth with the finalized bidder. The provisions in the tender are broad and details are to be understood in that context.

7. COMMUNICATION OF ACCEPTANCE
Acceptance of tender by the Indenter will be communicated by registered letter/ speed post / fax / e-mail or a formal letter of ‘Acceptance of Bid’ or ‘Work Order’ informing amount of Performance Security to be deposited. The award of work order, when issued to successful bidder, constitutes the contract with collateral supports from terms and conditions of the tender limitation notices as well as formal agreement on non-judicial stamp paper if any, all of which finally form the contractual obligations to be adhered to / performed by the bidder Non-performance of any such obligations make the bidder liable for consequential effects.

8. TECHNICAL CRITERIA FOR RECRUITMENT AGENCIES

- The agencies incorporated under the Companies Act with the main objective of Recruitment & Conducting Examinations are eligible to participate in the empanelment. The certificate of incorporation is to be submitted along with the response.

- The agencies desirous to submit response to this Tender must have conducted successfully recruitment for PSUs / Govt. departments during last three years in India (attach supportive documents). The agency must have high credibility in handling Recruitment / Selection activities for Government Departments/PSUs.

- The agency should have conducted at least 5 (Five) examinations on National Level with test centers at different cities against different advertisements for PSUs/Govt. during the last 3 (three) years (attach supportive documents). The total number of applications processed should have been above 5,000 per recruitment. (Attach supportive documents).

- The agency should have at least 8 Recruitment Experts on their permanent rolls. Profile of 5 Recruitment Experts should be enclosed.

- The agency should not have been debarred by any Govt. department /PSUs for handling recruitment process in the last 3 years. A certificate to this effect is to be submitted by the agency duly signed by the Company Secretary.

- The (HR) Agency should have a minimum billing of 2 (Two) cores every year for last three financial years. Audited financial statement for last three years should be submitted along with the technical proposal. In case segment wise result is not mentioned in the audited financial statement a certificate to this effect may be enclosed from Company’s Chartered Accountant.

- The agency should have PAN, Service tax registration and registration under applicable laws and should submit copies of the same. Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.

- The agency should submit the satisfactory performance report from their client from Govt. / PSUs.

- The Agency Should have a registered office in Noida / Greater Noida / New Delhi / Gurgaon / Ghaziabad / Faridabad. During the time of recruitment, the Agency needs to set up an office in Lucknow for administrative purposes.
9. VOLUME OF WORK
NHSRC does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract. The current no. of vacancies has been listed in (Annexure: I). It will be at the sole discretion of NHM, UP, to increase or decrease the number of vacancies at any given stage of recruitment process. The payment shall be made accordingly on prorata basis.

10. FORCE MAJEURE
For the purposes of this 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, sabotage which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The obligations of NHSRC and the HR 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.

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, this Contract insofar as such inability arises from an event of Force Majeure, provided that the 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 this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 60 days.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

The HR agency is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of NHSRC in this regard will be final.

11. INDEMNITY
The HR agency hereby agrees to keep indemnified and shall keep indemnified and hold harmless, NHSRC and its Executive Director, HR Manager and Consultants from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the HR agency or any of the persons deployed by it pursuant hereto or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

12. EARNEST MONEY DEPOSIT
The HR agency shall furnish a Earnest Money deposit (EMD) of Rs. 50,000/ (Rupees Fifty thousand Only) through demand draft drawn on a Nationalised Commercial bank, in favor of “National Health Systems Resource Centre” and payable at “New Delhi” at the time of submission of proposal along with technical proposal. The EMD of unsuccessful bidder will be refunded without interest within a period of 30 days of award of tender to the finalized bidder. The EMD of the selected HR agency will be refunded without interest on expiry of contract unless forfeited on the grounds of unsatisfactory service. The decision as to what constitutes “unsatisfactory service” shall solely lie with NHSRC and shall be final & binding.
13. PERFORMANCE GUARANTEE
(i) The successful bidder shall furnish Performance Security for an amount of 7% of the total value of the bid to ensure due performance of the contract within fifteen (15) days or earlier from the date of receipt of communication from NHSRC informing “Acceptance of Bid”. The Performance Security shall be furnished through demand draft drawn on a Nationalised Commercial bank, in favor of “National Health Systems Resource Centre” and payable at “New Delhi”.

(ii) The performance security will be valid for a period of 60 days after expiry of the Agreement.

(iii) Earnest Money will be refunded to the successful Applicant on receipt of performance security.

14. OTHER TERMS AND CONDITIONS
Any changes in the terms of the document 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 of India for the time being in force.

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.

The Services shall be performed at such locations as specified by NHSRC from time to time.

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by NHSRC or the HR agency, may be taken or executed by the officials authorized. Unless otherwise specified, the HR 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 NHSRC.

15. Commencement, Completion, Modification, and Termination of Contract & Effectiveness of Contract
This Contract shall come into effect from the date of issuance of letter of intent by NHSRC.

a. Commencement of Services
The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by NHSRC as per its requirement. If the HR agency fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.

b. Expiration of Contract
Unless terminated earlier, this Contract shall expire at the end of such time period after the effective date as specified.

c. Subletting
The HR agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the HR agency contravening this condition, NHSRC shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the HR agency. In such case the EMD of the selected HR agency, will be forfeited.
d. Termination

- By NHSRC

NHSRC may terminate this Contract, by not less than Seven (7) days written notice of termination to the HR agency, to be given after the occurrence of any of the events specified below in clauses (a) through (c) Seven (7) days in the case of the event referred to and clause (d):

(a) If the HR agency commits breach of contract or do not remedy /rectify a failure in the performance of their obligations under the Contract.
(b) If the HR agency become insolvent or bankrupt;
(c) If, as the result of FORCE MAJEURE, the HR agency are unable to perform a material portion of the Services for a period of not less than Seven (7) days; or
(d) If NHSRC, in its sole discretion, decides to terminate this Contract.

In the event of termination on unsatisfactory service or in violation of any of the terms & conditions of contract, the EMD shall stand forfeited in addition to banning of HR agency for a period of 2 years.

- By HR agency

The HR agency may terminate this Contract, by not less than Thirty (30) days’ written notice to NHSRC if it fails to pay any undisputed amount due to the HR agency under the Contract, provided that if NHSRC pays such amount within the notice period such termination notice shall become infructuous.

- Payment upon Termination

NHSRC at its sole discretion may decide & pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the HR agency.

16. OBLIGATIONS OF THE HR AGENCY

The HR agency shall perform the Services and carry out their obligations with all honesty, 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 agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHSRC, and shall at all times support and safeguard NHSRC ’s legitimate interests in any dealings with the third parties.

The HR agency not to Benefit from Commissions, Discounts, recruitment fee etc.

The recruitment charges of the HR agency shall constitute the HR agency’ sole payment in connection with this Contract or the Services, and the HR 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, and the HR agency shall use their best efforts to ensure that the Personnel or agents too shall not receive any such payment/benefit.

Neither the HR agency nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.

HR agency shall be liable to pay damages to NHSRC for any losses, costs and expenses incurred by NHSRC due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.
The HR agency shall give detailed descriptions of the Services to be performed, period for completion of various tasks, different tasks, specific tasks etc. to be approved by NHSRC.

Confidentiality and Nondisclosure Agreement
Each party shall not without prior written consent of the other party at any time divulge or disclose to any person or use for any purpose unconnected with the implementation of the project, any information concerning the project, 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 Clause shall not apply to information:

i) Already in the public domain, otherwise than by breach of this Agreement.
ii) Already in the possession of the receiving Party before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality; or
iii) Obtained from a third Person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

The HR agency shall obtain NHSRC 's prior approval in writing wherever necessary.

Documents Prepared by the HR agency to be the Property of NHSRC. All plans, charts, specifications, designs, reports, and other documents and software submitted by the HR agency shall become and remain the property of NHSRC, and the HR agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to NHSRC, together with a detailed inventory thereof. The HR agency may retain a copy of such documents and software provided the future use of these documents, if any, shall be subject to the prior written approval of the NHSRC.

Removal and/or Substitution of Personnel
If NHSRC finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) NHSRC has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the HR agency shall, at NHSRC’s written request specifying the grounds thereof shall provide suitable substitute of the personnel. The HR agency shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of Personnel.

Liability for Personnel
All persons employed by the HR agency shall be engaged by them as their own Employees/workers in all respects and the responsibility under any statutory enactments in respect of all such personnel shall be that of the HR agency. The HR agency shall indemnify NHSRC against all claims whatsoever arising in respect of the said personnel under any statute/law in force.

17. OBLIGATIONS OF THE CORPORATION (NHSRC)
NHSRC shall provide the HR agency such reasonable assistance as may be required in order to carry out the assignment.

18. PAYMENTS TO THE HR AGENCY
The HR agencies will be paid at the accepted rates on successful completion of work subject to the terms and conditions of the contract. The payment will be inclusive of all staff costs, printing, communications, travel, accommodation, taxes, fees, levies etc., and all other costs incurred by the HR agency in carrying out the Services unless provided for to the contrary in the contract. Any increase/ change in the statutory taxes, levies, fees etc. will also be borne by the HR agency and NHSRC will not be responsible for the same.
Terms and Conditions of Payment

a) No Advance payment will be paid by NHSRC.

b) All payment shall be made after the conditions listed have been met (Annexure: XI).

c) The HR agency has to submit an invoice to NHSRC specifying the amount due, duration along with all documents pertaining to the deliverables achieved with the specific duration of time.

d) Payment shall ordinarily be made within 15 days of receipt of the invoice.

e) Tax Deduction at Source: Tax deduction at source shall be governed as per prevailing Income Tax rules.

19. CORRUPT OR FRAUDULENT PRACTICES

NHSRC expects the highest standard of ethics during the selection and executions of such contracts. In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:

(i) "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;

(ii) "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 NHSRC. Submission of forged documents in connection with this tender.

(iii) “collusive practice” means a scheme or arrangement between two or more HR agency, with or without the knowledge of NHSRC (prior to or after proposal submission) designed to establish bid prices at artificial non-competitive levels and

(iv) “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 executive of contract.

It is further provided that NHSRC will reject the proposal, forfeit the EMD and ban the HR agency for a period of 2 year if it is found that the HR agency has engaged in corrupt or fraudulent activities in competing for the contract in question. NHSRC shall be free to take any other action also. NHSRC reserves the right to inspect the accounts and records of the HR agency relating to the performance of the contract and to have them audited by auditors appointed by NHSRC.

20. SCOPE OF SERVICE

In performing the terms and conditions of the Contract, the HR agency shall at all times act as an Independent HR agency. The contract does not in any way create a relationship of principal and agent between NHSRC and the HR agency. The HR agency shall not act or attempt or represent itself as an agent of NHSRC. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the HR agency shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the NHSRC.

21. PENALTY CLAUSE

Penalty in case of undue delay in execution of work allotted, submission of erroneous tenders, under performance, could be in the form of deduction from the total amount payable to the agency for the work awarded, de-empanelment of the agency or any other action deemed appropriate.

22. ARBITRATION

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and
the venue of the arbitration shall be in New Delhi. The sole arbitrator will be appointed by Executive Director, NHSRC whose decision in this regard will be final & binding.

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

24. DISCLAIMER
The near relatives of employees of NHSRC are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- Members of a Hindu Undivided Family.
- The one is related to the other in the manner as father, mother, sons(s), son’s wife (daughter-in-law), Daughter(s) and daughter’s husband (son-in-law), brother (s) and brother’s wife, sister(s) and sister’s husband (brother-in-law)
- Their husband and wife.
## Details of Positions to be Recruited (In First Phase)

<table>
<thead>
<tr>
<th>Name of Cell</th>
<th>Designation</th>
<th>Number of posts</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SPMU</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin. / HR/DAP/ Legal Cell</td>
<td>Dy. General Manager (HR/DAP)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>HR Specialist</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Construction &amp; Infrastructure Cell</td>
<td>Junior Engineer (Civil/Elec./Mech.)</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accountant</td>
<td>1</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td>Maternal Health Cell</td>
<td>Technical Consultant</td>
<td>4</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td>Child Health Cell</td>
<td>Technical Consultant</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>School Health and Adolescent Health Cell</td>
<td>Technical Consultant</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Routine Immunization Cell</td>
<td>Consultant</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Urban Health under National Health Mission (Urban)</td>
<td>Consultant</td>
<td>2</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td></td>
<td>Programme Coordinator</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accountant</td>
<td>1</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td>National Disease Control Programme Cell</td>
<td>Consultant</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Non Communicable Disease</td>
<td>Consultant (NPCB)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consultant (Diabetes)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Monitoring and Evaluation Cell for Quality Assurence</td>
<td>Consultant (Management)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>EMTS(108)/Ambulance Service (102)</td>
<td>Consultant</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Procurement Cell</td>
<td>Consultant</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>IEC Cell</td>
<td>Computer Operator</td>
<td>1</td>
<td>Computer Test to be Conducted</td>
</tr>
<tr>
<td>Finance Cell</td>
<td>Sr. Manager Finance</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Manager Finance</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accountant</td>
<td>2</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td></td>
<td>Internal Auditor/Officer (Audit)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Computer Operator cum Accounts Assistant</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>MIS Cell</td>
<td>Dy. General Manager</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technical Consultant</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>AYUSH Cell</td>
<td>Programme Coordinator</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>DPMU</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DPMU</td>
<td>District Programme Manager</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>DPMU</td>
<td>District Community Process Mobilizer</td>
<td>11</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td>DPMU</td>
<td>District Accounts Manager</td>
<td>15</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td>DPMU</td>
<td>District Data Manager</td>
<td>13</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td><strong>ASHA Resource Center</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASHA Resource Center</td>
<td>Team Leader</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>ASHA Resource Center</td>
<td>Asha Programme Manager</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>ASHA Resource Center</td>
<td>Regional Coordinator</td>
<td>4</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td>ASHA Resource Center</td>
<td>Accounts Assistant</td>
<td>1</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td>ASHA Resource Center</td>
<td>State CBM Programme Officer</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>ASHA Resource Center</td>
<td>Training and Monitoring Officer</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>ASHA Resource Center</td>
<td>Monitoring and Documentation Officer</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>ASHA Resource Center</td>
<td>Account Officer</td>
<td>1</td>
<td>Written Test to be Conducted</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>91</td>
<td></td>
</tr>
</tbody>
</table>

*The written test for the DPMU positions is likely to be conducted in Lucknow, Meerut & Allahabad/Varanasi.*
**Annexure: II**

**Tentative Schedule of Activities / Time Frame**

<table>
<thead>
<tr>
<th>S. No</th>
<th>Milestone</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Collection of applications from Post Office</td>
<td>3-Sep-2014</td>
</tr>
<tr>
<td>2</td>
<td>Creating computerized database, Screening of Applications as per TOR / Criteria and State Reservation Policy for Written Test or / and Online Computer Test (as applicable) and Interviews</td>
<td>13-Sep-2014</td>
</tr>
<tr>
<td>3</td>
<td>Sending Call Letters to candidates for Interviews and Written Test or / and Online Computer Test (as applicable). The call Letters shall be sent through speed post / registered post &amp; Emails.</td>
<td>15-Sep-14</td>
</tr>
<tr>
<td>5</td>
<td>Conducting Written Test or / and Online Computer Test (as applicable)</td>
<td>12-Oct-14</td>
</tr>
<tr>
<td>6</td>
<td>Correction of Answer sheets and Submission of Result.</td>
<td>17-Oct-14</td>
</tr>
<tr>
<td>7</td>
<td>Conducting interviews</td>
<td>31-Oct-14</td>
</tr>
<tr>
<td>8</td>
<td>Submission of Interview Results</td>
<td>10-Nov-15</td>
</tr>
</tbody>
</table>
FORMAT FOR SUBMITTING TECHNICAL PROPOSAL BY THE HR AGENCIES.
(To be submitted on letter head of firm/agency under signatures of the authorized signatory)

To,
The Principal Administrative Officer
National Health Systems Resource Centre
NIHFW Campus, Baba Gang Nath Marg
Munirka, New Delhi – 110067

Dear Sir,

I/We ________________________________________________________ hereby submit that the information submitted hereby are correct & best of my/our knowledge & belief. My/Our agency has not been debarred by any Govt. department /PSUs for handling recruitment process in last 3 years. In case of any information/documents found to be false, fake or incorrect, NHSRC is free to take action against my/our agency as deemed fit by them.

I/we, do also hereby declare that I/we are not engaged in any activity, which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.

(Signature of Authorized person with seal)
Date: Place

Note: A signed copy of the tender documents as acceptance of all terms and conditions of the tender is to be enclosed along with technical proposal.

Attached herewith:

1. Agency Details
   a) Executive Summary of the Agency
   b) Name of the (HR) Agency, Address with telephone and Fax no.
   c) Details of incorporation under Companies Act (Attach Memorandum & Article of Association, Certificate of Incorporation)
   d) Organization structure with location details in India and manpower details.
   e) Annual turnover of last three financial year (audited financial statement of last 3 years to be enclosed)
   f) PAN no.( attach documentary evidence)
   g) Service Tax registration no.( attach documentary evidence)
   h) Nos. of Recruitment Experts on the permanent roll of the agency (Enclose profile of at least 5 Recruitment Experts)

2. Details of recruitment services provided in PSUs/Govt. during last three years (Attach supportive documents)

3. Satisfactory performance reports from clients from Govt. /PSUs on letterhead (Attach documents)


5. Self declaration (Annexure: VI)

6. Bid Security (EMD) of Rs. 50,000/- as bank draft (VII)

7. Acceptance of terms & Conditions mentioned in the RFP (Annexure: VIII)
FORMAT FOR SUBMITTING FINANCIAL PROPOSAL BY THE HR AGENCIES
(To be submitted on letter head of firm/agency under signatures of the authorized signatory)

To,
The Principal Administrative Officer
National Health Systems Resource Centre
NIHFW Campus, Baba Gang Nath Marg
Munirka, New Delhi – 110067

Sir,

We hereby declare:

1. 
   i) that we have knowledge and experience of recruitment and selection process in Government, PSU.
   ii) that we / our principals are equipped with adequate manpower/machinery/technology for providing the services as per the parameters laid down in the Tender Document and we are prepared for live demonstration of our capability and preparedness before the representatives of NHSRC, New Delhi.

2. We hereby offer to provide the Services at the prices and rates mentioned in the Commercial Bid.

3. Schedule for providing Services, We do hereby undertake, that, in the event of acceptance of our bid, Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

4. We enclose herewith the complete Commercial Bid as required by you. This includes:
   i) Commercial Proposal Particulars (Annexure: IX)
   ii) Price Schedule (Annexure: X)

We have carefully read and understood terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

(Signature of Authorized Signatory)
Name and Seal of the bidder:
Representative Authorization Letter

To,
The Principal Administrative Officer
National Health Systems Resource Centre
NIHFW Campus, Baba Gang Nath Marg
Munirka, New Delhi - 110067

Sir,

Ms. /Mr. ________________________________ is hereby authorised to sign relevant documents on behalf of the Agency in dealing with invitation reference No. ______________, Dt: ______________. S/He is also authorised to attend meetings & submit general & commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorised Signatory

Representative Signature ________________________________
Annexure: VI

Self declaration

To,

The Principal Administrative Officer
National Health Systems Resource Centre
NIHFW Campus, Baba Gang Nath Marg
Munirka, New Delhi - 110067

Sir,

In response to the invitation No. ____________, Dt: __________. Of Ref. Ms. /Mr. __________________, as a ________________________, I / We hereby declare that our Agency ________________________ is having unblemished past record and was not declare ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt./Pvt.. agency.

Signature of witness

Signature of the Tenderer

Date:

Date:

Place:

Place:

Company Seal
Bid Security (EMD)

Tender for ______________________ Due for opening on: ______________________

Name of the Service ____________________________________________________________

Bid Security (EMD) as required by this Tender Enquiry is being submitted in the form of Demand Draft/ pay order/ favoring the “National Health Systems Resource Centre” payable at Delhi and duly discharged in his favor in advance.

Details of Demand Draft/Pay order attached:

No. ______________________ Dated ______________________

Drawn on (Bank) ______________________________________________________________

Amount _________________________________________________________________

Signature of the Tenderer

Name & Address with Seal of the firm
Acceptance of terms & Conditions mentioned in the RFP

To,

The Principal Administrative Officer
National Health Systems Resource Centre
NIHFW Campus, Baba Gang Nath Marg
Munirka, New Delhi - 110067

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document No. ................................ dated ................................... regarding support in Recruitment & Selection Process of NHSRC.

I declare that all the provisions of this RFP/Tender Document are acceptable to my Agency. I further certify that I am an authorized signatory of my Agency, therefore, competent to make this declaration.

Signature of witness
Date:
Place:

Signature of the Tenderer
Date:
Place:

Company Seal
## Commercial Proposal Particulars

1. **Tender Number**: 
   
2. **Name of the Tenderer**: 
   
3. **Full Address of the Tenderer**: 

   

4. **Name of the actual signatory**: 

5. **Tenderer's proposal number and date**: 

6. **Name & address of the officer**:
   
   to whom all references shall be made regarding this tender

<table>
<thead>
<tr>
<th>Witness</th>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
<td>Designation</td>
</tr>
<tr>
<td>Agency</td>
<td>Agency</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Company Seal**

20
**Price schedule**

<table>
<thead>
<tr>
<th>Process / Expense Head</th>
<th>Cost Per Vacancy inclusive of all costs (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creation of Application Form and other templates (As applicable). Collect the applications of all the candidates from the Post Office. Create computerized database of all the information mentioned in application forms of the candidates and attached documents. Shortlist the applications strictly as per Terms Of Reference (TOR) advertised and State Reservation Policy. Sending call letters to the candidates to appear for the Written Test or / and Online Computer Test (as applicable) and interview through speed post/registered post and e-mail. Arranging Venues for Conducting Written Test and Interviews. Setting up of objective type bilingual question papers. Conducting Attendance, Registration Process and Documents verification. Making necessary arrangements towards refreshment and lunch for Interview panel and recruitment staff. Evaluation of Answer sheet &amp; preparation of category wise merit lists. Preparation of Scoring Sheets and conducting Interviews. Correct application of State Reservation Policy and Preparation of Final Results to NHSRC.</td>
<td></td>
</tr>
</tbody>
</table>

- **Taxes Extra as applicable**
# Terms & Conditions of Payment

<table>
<thead>
<tr>
<th>Installment</th>
<th>Assignment Completion Details</th>
<th>Percentage of Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On Completion of Screening of All Resume, Sending Call Letters for Interviews / Written Test or / and Online Computer Test (as applicable)</td>
<td>25%</td>
</tr>
<tr>
<td>2</td>
<td>On successful Completion of all Written Test or / and Online Computer Test (as applicable), evaluation of Answer Sheets and sending call letters to the shortlisted candidates for interviews</td>
<td>25%</td>
</tr>
</tbody>
</table>
| 3           | 1. On Successful Completion of the entire Interview Process and Submission of final list of recommended candidates for appointment to NHSRC  
2. On Submission of database, Written Test answer sheets and Scoring Sheets to NHSRC | 50%                        |