



State LOGO

**Government of (State Name)**

**Request for Qualification - Cum -  
Request for Proposal (RFP)  
for  
Recruitment Management Agency for State Health Agency,  
(State Name)**

**Date of Issue: ..... 2020**

**Issued by:**

State Health Agency, AB-PMJAY

Phone No.:

Email:

Website:

## Table of Contents

---

### Contents

DISCLAIMER .....	5
NOTICE FOR REQUEST FOR EMPANELMENT.....	6
ABBREVIATIONS & DEFINITIONS .....	8
Objectives.....	11
SECTION 2. INSTRUCTION TO THE BIDDERS.....	13
2.1 Introduction.....	13
2.2 Pre-Bid Meeting.....	16
2.3 Clarification and amendment of RFP documents.....	16
2.6 Preparation of proposal.....	18
2.7 Submission, receipt and opening of proposals.....	20
2.8 Proposal Evaluation.....	21
SECTION 3. SELECTION OF AGENCY.....	22
3.1 Pre-Qualification Criteria.....	22
3.2 Technical Evaluation:.....	25
3.3 Final selection:.....	28
3.4 GRANT OF WORK ORDER.....	28
3.5 EXCLUSION OF PROPOSAL/ DISQUALIFICATION.....	30
SECTION 4. SCOPE OF WORK.....	31
4.1 Detailed Scope of Work.....	31
SECTION 5. PAYMENT TERMS.....	44
SECTION 6. KPIS AND PENALTY.....	47
SECTION 7. GENERAL and SPECIAL CONDITIONS.....	51
<b>7.1. SPECIAL CONDITIONS</b> .....	51
7.1.1. Definitions.....	51
7.1.2. Relationship between the Parties.....	51
7.1.3. Law Governing Contract.....	51
7.1.4. Language.....	52
7.1.5. Notices.....	52
7.1.6 Authorized Representatives.....	52
7.1.7 Taxes, Duties and Other Statutory Payments.....	52
7.1.8 Limitation of Liability.....	52
7.1.9 Suspension.....	53
7.1.10 Termination.....	53
7.1.11 Cessation of Rights and Obligations.....	54

7.1.12. Force Majeure.....	54
7.1.13. Obligations of the Bidder.....	55
7.1.14. Period of Contract.....	57
7.1.15. Performance Security:.....	57
7.1.16. Fraud and corrupt practices.....	57
7.1.17 Confidentiality:.....	59
7.1.18. Intellectual Property Rights (IPR).....	61
7.1.19. Obligations of the Purchaser:.....	61
7.1.20. Liquidated Damages:.....	61
7.1.21. Good Faith:.....	61
7.1.22 Settlement of Disputes:.....	61
7.1.23: Governing Law and Jurisdiction:.....	62
7.1.24 Indemnity:.....	62
7.1.25. Relationship.....	63
7.1.26 Variations and Further Assurance.....	63
7.1.27: Severability and Waiver:.....	63
7.1.28. Amendment.....	64
7.1.29. Insurance:.....	64
7.1.30 : Adherence to Rules & Regulations:.....	64
7.1.31. Risk Purchase:.....	65
7.1.32 Special Miscellaneous:.....	65
<b>7.2. GENERAL CONDITIONS.....</b>	<b>67</b>
<b>SECTION 8. ANNEXURES.....</b>	<b>71</b>
ANNEXURE 1: COVER LETTER.....	72
ANNEXURE 2: AVERAGE ANNUAL TURNOVER OF BIDDER.....	75
ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL.....	76
ANNEXURE-4: SELF-DECLARATION.....	80
ANNEXURE 6: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY.....	84
ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY (On Non – judicial stamp paper of Rs 100 duly attested by notary public) POWER OF ATTORNEY.....	87
Annexure 8: Service Agreement.....	89
Annexure 9: Non-Disclosure Agreement.....	92
1.Definitions.....	92
2. Interpretation.....	92
3. Measurements and Arithmetic Conventions.....	93
4. Ambiguities within Agreement.....	93
5. Term.....	93
6. Scope of the agreement.....	93

7.	Obligations of the receiving party .....	93
8.	Exceptions to confidential information .....	94
9.	Ownership of the confidential information .....	94
10.	Dispute resolution.....	95
11.	Variation.....	95
12.	Waiver .....	95
13.	Exclusion of Implied Warranties.....	96
14.	Entire agreement.....	96
15.	Severability .....	96
16.	No partnership .....	96
17.	Third parties .....	96
18.	Successors and assigns .....	96
19.	Notices .....	96
20.	Language.....	97
21.	Counterparts .....	97
22.	Mitigation .....	97
23.	Removal of difficulties.....	97
	Annexure 10: Individual Confidentiality Undertaking.....	99

## **DISCLAIMER**

---

1. This RFP document is neither an agreement nor an offer by the State Health Agency-AB-PMJAY, State Name, (hereinafter referred to as “SHA-AB-PMJAY”) to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. SHA-AB-PMJAY does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP document and it is not possible for SHA-AB-PMJAY to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by SHA-AB-PMJAY in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own assessment and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. SHA-AB-PMJAY will not have any liability to any prospective Bidder/ Firm/ or any other person under any laws (including without limitation the law of contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of SHA- AB PM-JAY or their employees, any agency or otherwise arising in any way from the selection process for the Assignment. SHA- AB PM-JAY will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
4. SHA- AB PM-JAY will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that SHA- AB PM-JAY is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and SHA- AB PM-JAY reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. SHA- AB PM-JAY also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Proposal.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SHA- AB PM-JAY accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. SHA- AB PM-JAY reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the on the **State Name** Government e-Procurement System website:

## NOTICE FOR REQUEST FOR EMPANELMENT

### “RFP for Empanelment for Recruitment Management Agency for State Health Agency-PMJAY, State Name”

**Ref No.:**

**Date:**

State Health Agency-PMJAY, State Name, (SHA-XX), Government of State Name, plans to engage a recruitment management agency, as defined in this RFP and invites proposals from suitable recruitment management agencies meeting the criteria mentioned in this RFP.

The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this RFP document as uploaded on the State Name Government e-Procurement System <https://xxxx/> and [www.xxxx.gov.in](http://www.xxxx.gov.in)

Interested Bidders are requested to submit their technical and financial proposals in responses to the RFP online on the State Name Government e-Procurement System website: <https://xxxx.gov.in> on or before 00/00/0000, 17:00 Hours

S No	Description	Date & Time
1	Publish Date	
2	Bid Opening Date	
3	Document Download/Sale Start Date	
4	Document Download/Sale End Date	
5	Bid Submission start Date	
6	Bid Submission end date	
7	Pre-Bid Meeting Date	
6	Bid Validity (Days)	180
7	Period of Work (Days)	1095 Days (3 Year )
8	Pre-Bid Meeting Date	
13	Location	
14	Pin code	
15	Pre-Bid Meeting Place	
16	Pre-Bid Meeting Address	
17	Bid Opening place	
18	Product Category	Consultancy Services
19	Nature of Work	Recruitment Management for SHA- AB PM-JAY
20	Proposals Invited by	CEO, State Health Agency, State Name (SHA- AB PM-JAY) Address:
21	Date of Technical Presentations	
22	Date of Opening of Financial Proposals	
23	Mode of Submission of Proposal	Online on <a href="https://xxxx.gov.in/">https://xxxx.gov.in/</a>
24	Address for Communication for Pre-Bid Queries	

		Email:
25	Websites for downloading RFP Document, Corrigendum/ Addendum and Any Other RFP related information	<a href="https://xxxx.gov.in/">https://xxxx.gov.in/</a> <a href="http://www.xxxx.gov.in">www.xxxx.gov.in</a>
26	Cost of RFP Document	INR ...../- (Rupees ..... Only)
27	Earnest Money Deposit	INR ...../- (Rupees ..... Only)
28	Performance Security	10% (ten percent) of the total cost of Financial Proposal
29	Method of Selection	Least Cost Selection (L-1)

**Note-**

- Amendments/ Corrigendum to the RFP, if any, would be published on website only, and not in newspaper.

Issuing Authority  
Chief Executive Officer,  
State Health Agency- State  
Name  
(SHA- AB PM-JAY)  
Address:

## ABBREVIATIONS & DEFINITIONS

Agency	The Selected Bidder with whom the Contract is signed after completion of all requirements in terms of the RFP document
Authorised Signatory	The Agency's representative/officer vested explicitly, by means of a power of attorney as per this RFP with the powers to commit the authorizing organization to a binding agreement. In case of a corporate body, such power of attorney has to be supported by a board resolution duly certified by the company secretary/director of such corporate body. Also called signing officer/SHA-PMJAY having the Power of Attorney (PoA) from the competent SHA-PMJAY of the respective firm.
Nodal SHA-PMJAY	A SHA-PMJAY or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. For this purpose of this RFP document, the CEO, SHA-PMJAY shall be the Nodal SHA-PMJAY.
Contract/ Procurement Contract	The contract to be entered between the SHA-PMJAY and the Selected Bidder for undertaking the Project
Day	A calendar day as per (Name of the State)
EMD	An Earnest Money Deposit provided to the SHA-PMJAY by a Proposer for securing the fulfilment of any obligation in terms of the provisions of the RFE documents.
GoI	Government of India
Name of State Government	Government of (State Name)
HR	Human Resource
INR /Rs.	Indian Rupee
IT	Information Technology
Manpower Services	Means all services, scope of work and deliverables to be provided by the Selected Bidder/Agency as described in the RFP or any service classified or declared as such by the SHA-PMJAY
NDA	A non-disclosure agreement signed by the personnel hired by the Agency
SHA-PMJAY	State Health Agency-State Name
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PC	Procurement/ Purchase Committee
Project Site	Wherever applicable, means the designated place or places
Proposal/Bid	A formal offer made in pursuance of an invitation by SHA-PMJAY and includes proposal or quotation in response to this RFP
Proposer/ Bidder	Any person/ firm/ company/ contractor/ supplier/ agency participating in the procurement/ RFP process
RFE document	Documents issued by the SHA-PMJAY in relation to this RFP process, including any amendments thereto, that set out the terms and conditions of the given procurement
Selected Bidder	Bidder who will be declared successful after completion of the entire process of evaluation as defined under this RFP
SLA	Service Level Agreement



Selection Process or Tender Process	The process of procurement extending from the issue of invitation to proposals till the award of the Contract or cancellation of the selection/tender Process, as the case may be
WO	Work Order
VMS	Vacancy Management System

## SECTION 1. LETTER OF INVITATION

---

**INTRODUCTION:** The PMJAY was launched by the Hon'ble Prime Minister on 23<sup>rd</sup> September 2018, to provide accessible, affordable, and quality health care to the 500 million beneficiaries, especially to the vulnerable groups. In order to facilitate the effective implementation of the scheme, National Health authority had issued the Operational Guideline in 2018 for the State Government to set up the State Health Agency (SHA). The guideline had also given flexibility to State Government to designate the implementation of AB-PMJAY functions under any existing agency/trust/society such as the state nodal agency for RSBY or a trust/society set up for a state insurance program. The State Governments have established the State Health Agency (SHA) to enable effective implementation and day to day operations of the scheme. Chief Executive Officer (CEO) appointed by the State Government, supported by a team of specialists (dealing with specific functions) handles the operational aspects of the implementation of the scheme. The success of AB-PMJAY hinges upon the efficient adoption and implementation by the State governments. Therefore, strong, and multi-disciplinary team at the States is required for the efficient implementation of the scheme.

Study of the established SHAs of the various states indicates that many states do not have sufficient and skilled manpower required for proper implementation of the scheme. The scheme requires a skilled, competent, and motivated workforce at SHA for the effective implementation of scheme. But the scheme is being affected at the state due to the inadequate manpower or multiple activities being handled by same person. Therefore, an advisory has been sent to the states for restructuring the SHA with the provision of minimum human resources at the SHA to support Chief Executive Officer and other officers involved in policy decision and other operational functions of AB-PMJAY. This advisory will help SHA to recruit/place minimum required human resources to carry out various activities for effective implementation of the scheme. The advisory also outlined the task for each personnel involved in SHA. The advisory has been prepared after evaluating the various steps & time involved in the completion of a specific job to determine the requisite number of personnel, such as time taken to approve or reject one e-card, approval or rejection of pre-authorization/claims, payment of claims etc. The human resource requirement for each defined role/vertical has been computed based on the activities involved. Feedback were also sought from states on existing availability of manpower and time taken by them to carry out the defined activities.

In pursuance of this objective, the Chief Executive Officer, State Health Agency, State Name (hereinafter referred to as the 'Nodal SHA- AB PM-JAY') has decided to appoint a Recruitment Management Agency (hereinafter referred to as the 'Agency'), for recruitment of **contractual healthcare**/on deputation workforce (including doctors and specialists) in the state of **State Name**. The Agency would be responsible for recruitment on a continuing basis, to ensure that the number of vacant positions (under the purview of the Agency) is not more than 10% at any

point in time, during the Agreement Period. In lieu of the same, the Nodal SHA-AB PM-JAY has decided to carry out the bidding process for Empanelment of a Recruitment Management Agency to whom the Project may be awarded.

The Contract will be signed with the Selected Bidder initially for a period of **three (3) years**. The Contract will be renewed every year based on the performance of the Selected Bidder as per the defined SLAs. The Contract, post three (3) years, may be extended further for One (1) year based on the performance of the Selected Bidder and mutual agreement. The maximum extension of the empanelment of the Selected Bidder shall be up to two (2) years only.

### **Objectives**

The main objective of the assignment is to:

- i. Engage a team to carry out the activities entailed in the Scope of Work detailed herein **Section-4** of the RFP.
- ii. Undertake recruitment for vacant positions identified and agreed with the Nodal SHA- AB PM-JAY (State Name).
- iii. Undertake end to end screening process of candidates along with a thorough background check to identify and shortlist candidates for SHA- AB PM-JAY (State Name).
- iv. Develop and maintain a Vacancy Management System (VMS) to ensure smooth functioning of the employee selection, appointment, and payment.

**Documents for Submission:**

---

S.NO	Documents to be submitted
1	Documents as mentioned for pre-qualification, technical qualification and any other supporting document as requested in the RFP and as deemed suitable by the Bidder to support the facts and figures stated in the proposal of the Bidder.
2	ANNEXURE 1: COVER LETTER
3	ANNEXURE 2: AVERAGE ANNUAL TURNOVER OF BIDDER
4	ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL
5	ANNEXURE-4: SELF-DECLARATION
6	ANNEXURE 5: BLACKLISTING AND PENDING SUIT
7	ANNEXURE 6: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
8	ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

**Please Note:**

- i. All documents shall be submitted in complete and in the form prescribed under this RFP.
- ii. SHA- AB PM-JAY (State Name), at its sole discretion, may cancel any submission of Bid if it appears that a Bid does not include the required documents/ includes incomplete/ incomprehensible/ wrong documents.
- iii. The aforesaid list is inclusive and not exhaustive. The Bidder shall submit other relevant documents required in the RFP or requested by SHA- AB PM-JAY (State Name) from time to time.

## **SECTION 2. INSTRUCTION TO THE BIDDERS**

---

### **2.1 Introduction**

- a. SHA- AB PM-JAY (State Name) will select an Agency in accordance with the method of selection specified in the RFP. The selection of Agency shall be on the basis of an evaluation by SHA- AB PM-JAY (State Name) through the selection process specified in this RFP (the “**Selection Process**”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that SHA- AB PM-JAY (State Name)’s decisions are final without any right of appeal whatsoever.
- b. The Bidders are invited to submit Technical and Financial Proposals (collectively called as “**the Proposal/Bid**”), as specified in the Schedule of RFP, for the services required for the Assignment. The Proposal will form the basis for grant of Work Order/Contract to the selected Agency. The Agency shall carry out the assignment in accordance with the Terms of Reference of RFP (the “**TOR**”).
- c. The Bidder shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- d. Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SHA- AB PM-JAY (State Name) or any other costs incurred in connection with or relating to its Proposal. The SHA- AB PM-JAY (State Name) is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to execution of the Contract, without thereby incurring any liability to the Bidders.
- e. SHA- AB PM-JAY (State Name) requires that the Bidder hold SHA- AB PM-JAY (State Name)’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of SHA- AB PM-JAY (State Name) and the scheme.
- f. It is the SHA- AB PM-JAY (State Name)’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the SHA:
  - (i) will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the Project in question.
  - (ii) will declare a Bidder ineligible, either indefinitely or for a stated period, to be awarded any contract or work order if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order/Contract.

- g. **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Principal Secretary, Health, State Name, whose decision shall be final.

- h. **Number of Proposals:** No Bidder shall submit more than one Proposal.
- i. **No Consortium/Joint Venture or Sub-Contracting:** All Bids shall be submitted only by a single/sole Bidder; Consortiums and Joint Ventures are not allowed under this RFP. Sub- contracting of the scope of work under this RFP is not permitted at any stage during the empanelment.
- j. **Right to reject any or all Proposals:**
- (i) Notwithstanding anything contained in this RFP, the SHA- AB PM-JAY (State Name) reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - (ii) Without prejudice to the generality of above, the SHA- AB PM-JAY (State Name) reserves the right to reject any Proposal if:
    - at any time, a material misrepresentation is made or discovered, or
    - The Bidder does not provide, within the time specified by the SHA- AB PM-JAY (State Name), the supplemental information sought by the SHA- AB PM-JAY (State Name) for evaluation of the Proposal.
  - (iii) Such misrepresentation/improper response by The Bidder may lead to the disqualification of The Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the SHA- AB PM-JAY (State Name) reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the SHA- AB PM-JAY (State Name), including annulment of the Selection Process.
- k. **Acknowledgement by Bidder**
- (i) It shall be deemed that by submitting the Proposal, The Bidder has:
    - made a complete and careful examination of the RFP.
    - received all relevant information requested from the SHA- AB PM-JAY (State Name).
    - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the SHA- AB PM-JAY (State Name).
    - satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Proposal and performance of all its obligations there under.
    - acknowledged that it does not have a Conflict of Interest; and
    - agreed to be bound by the undertaking provided by it under and in terms hereof.
  - (ii) The SHA- AB PM-JAY (State Name) and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing

arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the SHA- AB PM-JAY (State Name) and/ or its consultant.

## **2.2 Pre-Bid Meeting**

- a. Pre-Bid Meeting of the Bidders will be convened as per the details set out in the **State** tender portal, SHA- AB PM-JAY (State Name) website regarding the designated date, time, and place. A maximum of two representatives of each Bidder will be allowed to participate on production of an authorization letter from The Bidder.
- b. During Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the SHA- AB PM-JAY (State Name). The SHA- AB PM-JAY (State Name) will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process. The clarification shall be posted on the official website of **State's** tender portal and SHA's website.

## **2.3 Clarification and amendment of RFP documents**

- a. Bidders may seek clarification on this RFP document, within the stipulated date as set out in this RFP document.
- b. Any request for clarification must be sent by standard electronic means (PDF and word file) to the SHA- AB PM-JAY (State Name)'s email addressed: **xxxxxxx**
- c. The SHA- AB PM-JAY (State Name) will post the reply to all such queries on its official website and <https://xxxxxx>
- d. At any time before the submission of Proposals, the SHA- AB PM-JAY (State Name) may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/corrigenda will be posted only on the SHA- AB PM-JAY (State Name)'s Official Website.
- e. To afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the SHA- AB PM-JAY (State Name) may at its discretion extend the Proposal Due Date.
- f. Date of Pre-Bid Meeting and venue is mentioned in Datasheet of the RFP. Bidders willing to attend the pre-bid should inform SHA- AB PM-JAY (State Name) beforehand in writing and email. The maximum no. of participants from a Bidder, who chose to attend the Pre-Bid Meeting, shall not be more than two per Bidder. The representatives attending the Pre-Bid Meeting shall accompany with a SHA- AB PM-JAY (State Name) letter or email, duly signed by the authorized signatory of his/ her organization.

## **2.4 Tender Fee**

- a. The RFP document is available online to registered users. A non-refundable tender submission fee of **Rs. ..../- (Rupees ..... Only)** shall be payable, apart from gateway and service charges, by each Bidder for their bids to be



accepted.

- b. This amount shall only be paid online. Online payment details are available on the SHA- AB PM-JAY (State Name) website: <https://>

## **2.5 Earnest Money Deposit**

- a. An Earnest Money Deposit shall be paid online for the sum of **Rs -----/- (Rupees..... Only)** shall be required to be submitted by each Bidder.
- b. SHA- AB PM-JAY (State Name) will not be liable to pay any interest on Earnest Money Deposit. Earnest Money Deposit of Pre- Qualified but unsuccessful Bidders shall be returned, without any interest, within one month after grant of the work order or execution of the Contract to the Selected Bidder (whichever is later) or when the selection process is cancelled by SHA- AB PM-JAY (State Name). The Selected Bidder's Earnest Money Deposit shall be returned, without any interest upon the Bidder accepting the work order or executing the Contract (whichever is later) and furnishing the Performance Security in accordance with provision of the RFP and work order.

- c. SHA- AB PM-JAY (State Name) will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to SHA- AB PM-JAY (State Name) in regard to the RFP without prejudice to SHA's any other right or remedy under the following conditions:
  - (i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of work order).
  - (ii) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by The Bidder from time to time,
  - (iii) In the case of the Selected Bidder, if the Selected Bidder fails to accept the work order or execute the Contract within the specified time limit, or
  - (iv) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to SHA- AB PM-JAY (State Name).
- d. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- e. A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award against The Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

## **2.6 Preparation of proposal**

- a. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The SHA- AB PM-JAY (State Name) will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- b. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document.
- c. The technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the technical proposal.
- d. Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, SHA- AB PM-JAY (State Name) will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal The Bidder shall be disqualified and his proposal will not be considered.
- e. The Proposals must be digitally signed by the Authorized Representative (the "Authorized Representative") as detailed below:
  - (i) by the proprietor in case of a proprietary firm.

- (ii) by a partner, in case of a partnership firm and/or a limited liability partnership;  
or
  - (iii) by a duly authorized person, in case of a Limited Company or a corporation.
- f. Bidders should note the Proposal Due Date, as specified in Schedule of RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the SHA- AB PM-JAY (State Name), and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Schedule of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the SHA- AB PM-JAY (State Name) reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.
- g. **Financial proposal:** While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, The Bidder shall ensure the following:
  - (i) The Bidder shall submit the Technical and Financial Proposal as per the instruction provided in this RFP document.
  - (ii) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. The Financial Proposal shall only be submitted in soft copy only through e- procurement portal <https://mptenders.gov.in> as prescribed in this RFP. Any proposal with financial details may be rejected by the SHA- AB PM-JAY (State Name).
  - (iii) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (iv) The Financial Proposal shall consider all the expenses and all duties, tax liabilities and cost of insurance specified in the work order/Contract (as the case may be), levies and other impositions applicable under the prevailing law. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws. The GST shall be payable extra as per the prevailing rates.
  - (v) The rates quoted would remain fixed for the entire contract period.
  - (vi) NIL Value quoted against any value above shall lead to rejection of proposal.

- (vii) The payment for the aforesaid quoted value shall be paid in accordance with the Payment terms
- h. The Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- i. Bidders shall express the price of their services in Indian Rupees only.

**2.7 Submission, receipt and opening of proposals**

- a. The Proposal shall be submitted through e-procurement portal <https://mptenders.gov.in>. The procedure for filing of e-tender is provided on the portal.
- b. The Authorized Representative of the Bidder should authenticate EMD details, Pre- qualification, Technical and Financial proposal.
- c. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent SHA- AB PM-JAY (State Name) accompanying the Proposal.

- d. No Proposal shall be accepted after the Proposal Due Date and Time.
- e. After the deadline for submission of Proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed Minimum Qualification Criteria. The RFP details for Technical Proposal shall remain sealed.
- f. After the Proposal submission until the execution of the Contract, if any Bidder wishes to contact the SHA- AB PM-JAY (State Name) on any matter related to its Proposal, it should do so in writing at the Proposal submission address. Any effort by a Bidder (including the Selected Bidder) to influence the SHA- AB PM-JAY (State Name) during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of The Bidder's Proposal.

## **2.8 Proposal Evaluation**

- a. As part of the evaluation, the Pre-Qualification Proposal submitted (**Form 3A - 3E**) shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Bidders who meet the Minimum Qualification Criteria ("**Shortlisted Bidder**"), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- b. Prior to evaluation of Proposals, the SHA- AB PM-JAY (State Name) will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The SHA may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:
  - (i) To the satisfaction of SHA- AB PM-JAY (State Name), the Bidders meets the minimum qualifications prescribed before evaluating technical and financial proposals.
  - (ii) The Technical Proposal submitted by the Bidder is:
    - received in the form specified in this RFP.
    - received by the Proposed Due Date including any extension thereof in terms hereof.
    - does not contain any condition or qualification; and
    - it is not non-responsive in terms hereof.
  - (iii) That the Financial Proposal submitted by the Bidder is:
    - submitted online only. No hard copy shall be submitted to the SHA- AB PM-JAY (State Name). In case a Bidder submits the Financial Proposal in hard copy, the Proposal shall be summarily rejected.
    - The Financial Proposal is received in the form specified in this RFP
    - it is received by the Proposed Due Date including any extension

thereof in terms hereof.

- it does not contain any condition or qualification; and
- It is not non-responsive in terms hereof.

The SHA- AB PM-JAY (State Name) reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal will be entertained by the SHA- AB PM-JAY (State Name) in respect of

such Proposals. However, SHA- AB PM-JAY (State Name) reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. The SHA- AB PM-JAY (State Name) will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

### **SECTION 3. SELECTION OF AGENCY**

---

As part of the evaluation, a Bidder must fulfill the Minimum Qualification Criteria. In case a Bidder does not fulfill the Minimum Qualification Criteria, the Proposal of such a Bidder will not be evaluated further.

#### **3.1 Pre-Qualification Criteria**

The minimum pre-qualification criteria for a Bidder to qualify for technical proposal evaluation are listed below:

<b>Sr. No</b>	<b>Basic Requirement</b>	<b>Specific Requirements</b>	<b>Documents Required</b>
1	<b>Legal Entity</b>	The Bidder may be a LLP registered under LLP Act 2008 or Indian Company, registered under the Companies Act, 1956/2013 or under any other law applicable under the laws of India.	Registration documents of the Agency as a company/firm or any legal entity along with: 1. Details of Board of Director/ Managing Director/ CEO 2. PAN Card 3. TAN 4. GST certificate 5. Any other supporting document, as required.
2	<b>Existence of the firm</b>	The Bidder should be in business and operating for at least last Five (5) years in providing manpower recruitment services.	Registration document showing incorporation of the Bidder and Self Declaration by the Director/ Partner/ CEO or Authorised Signatory of the Bidder.

3	<b>Manpower Services /Payroll Management Experience</b>	The Bidder should have an experience of providing manpower recruitment services for hiring average <b>750 Candidates</b> successfully per annum in the last Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20)	Company/ Organization wise Recruitment Details with details of no. of candidate successfully recruited signed by the Authorized Signatory of the Bidder or Certificate from Statutory Auditor.
4	<b>Government Experience</b>	The Bidder should have successfully handled at least one (1) project in manpower recruitment services with a State	Work Orders showing commencement of Work in the field of Manpower services; or Certificate of completion of the work

Sr. No	Basic Requirement	Specific Requirements	Documents Required
		Govt., PSUs, or Semi Govt. ventures during the last Three (3) Financial Years (i.e.2017-18, 2018-19 and 2019-20)	
5	<b>Net Worth</b>	The Bidder should have a Positive Net Worth in the last Three (3) Financial Years (i.e.2017-18, 2018-19 and 2019-20)	Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Bidder for the stated financial years.
6	<b>Average Annual Turnover</b>	The Bidder should have an average annual financial turnover INR 10.0 crores (Rupees Ten Crores) from Manpower Services similar to that entailed in the scope of this RFP in the last Three (3) Financial Years (i.e.2017-18, 2018-19 and 2019-20)	Certificate issued by a Statutory Auditor along with audited financial statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted.
7	<b>Blacklisting</b>	Bidder shall not have been debarred / blacklisted till bidding period by Central Govt. /State Govt. / Public Sector Undertaking / any other Local Body or body established under or in the control of the Central or state Government on the date of submission of their Bid	Undertaking to be submitted on a non-judicial stamp paper as per Annexure 7
8	<b>Pending Petitions</b>	The Bidder shall inform SHA of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP	Undertaking to be submitted on a non-judicial stamp paper as per Annexure 7
9	<b>Registration on Job portal</b>	The Bidder should have taken paid subscriptions of job portals	Proof of registration to be enclosed



### **3.2 Technical Evaluation:**

The evaluation committee (“**Evaluation Committee**”) appointed by the SHA- AB PM-JAY (State Name) will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the SHA- AB PM-JAY (State Name) may seek specific clarifications from any or all Bidder (s) at this stage.

Technical evaluation of only those Bidder(s) shall be carried out those meeting all the defined minimum pre-qualification criteria. After the technical evaluation, each Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S. No	Particulars	Max. Marks	Scoring Mechanism	Documents
1	The Bidder should have experience of working with Government (Central/ State) or PSUs or Semi Govt. ventures in India in the last Three (3) Financial Years (i.e.2017-18, 2018-19 and 2019-20)	20 marks	<ul style="list-style-type: none"> <li>▪ 1 client----- 10 marks</li> <li>▪ 2 clients ----- 15 marks</li> <li>▪ 3 &amp; above clients- 20 marks</li> </ul>	<p>Work Orders from clients stating the scope of work and date of commencement</p> <p>Completion certificate from the client, signed and attested by designated authority of client with mention of number of candidates hired.</p>
2	The Bidder should have an experience of providing manpower recruitment services for hiring average 750 Candidates successfully per annum in the last Three (3) Financial Years (i.e.2017-18, 2018-19 and 2019-20)	20 Marks	<ul style="list-style-type: none"> <li>▪ 750 Candidates --- 10 marks</li> <li>▪ Additional two (2) Mark for every additional Fifty (50) Candidates average per annum above 750 employees.</li> </ul>	<p>Work Orders or Completion certificate from the client, signed and attested by designated authority of client with mention of number of candidates hired or Company/ Organization wise Recruitment Details with details of no. of candidate successfully recruited signed Statutory Auditor.</p>
3	The Bidder should have an average annual financial turnover INR 1.0 crores (Rupees Ten Crores) from Manpower Services in the last Three (3) Financial Years (i.e.2017-18, 2018-19 and 2019-20)	20 Marks	<ul style="list-style-type: none"> <li>▪ INR 1.0 crore----- 10 marks</li> <li>▪ Additional One (1) Mark for every additional One (1) crore Average annual financial turnover above INR 10.0 crore.</li> </ul>	<p>Certificate issued by a Statutory Auditor along with audited financial statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted.</p>

4	The Bidder should have taken paid subscriptions of job portals	20 Marks	<ul style="list-style-type: none"> <li>▪ 5 portals----- 15 marks</li> <li>▪ Additional One (1) Mark for every additional registration on job portals</li> </ul>	Proof of Registrations to be enclosed
---	--	-------------	---	---------------------------------------

			above 5 portals	
5	Technical Presentation	20 Marks	Every qualified will be evaluated by Technical Committee in terms of Understanding of scope, approach and methodology, learning from similar experience, management team, project management plan, IT system to be used and other technical aspects of the proposal.	One Hard Copy of Technical Presentation to be submitted post the time of technical presentation.

Note: A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP document and the Terms of Reference.

### 3.3 Final selection:

- a) Technical Proposal of the qualified Bidders shall be evaluated before opening the Financial Proposal.
- b) The technical score would be calculated for each Bidder by the SHA- AB PM-JAY (State Name) and all the Bidders who gets a minimum of 70 marks out of 100 would only be considered for financial evaluation. Bidders who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation.
- c) The Selected Bidder shall be the Bidder having the lowest quoted rates (L-1). For quoting of rates, the Bidders are required to fill BOQ form available on e-procurement portal.
- d) The final selection of the Agency would be based on L-1, provided that the Bidder has a score of 70 and above marks in technical. In case of two or more Bidders quoting the same value, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence.
- e) The Selected Bidder will enter into a Contract with SHA- AB PM-JAY (State Name) and shall work in accordance with the Scope of work mentioned in the RFP.

### 3.4 GRANT OF WORK ORDER

After selection, a Work Order will be issued, in duplicate, by the SHA- AB PM-JAY (State Name) to the Selected Bidder(s) and the Selected Bidder(s) shall, within Seven (7) working days of the receipt of the work order, sign and return the duplicate

copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Selected Bidder(s) is not received by the stipulated date, the SHA- AB PM-JAY (State Name) may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Selected Bidder(s) as mutually agreed genuine pre-estimated loss and damage suffered by the SHA- AB PM-JAY (State Name) on account of failure of the Selected Bidder(s) to acknowledge the work order, and the next highest ranking Bidder may be considered.

### **3.5 EXCLUSION OF PROPOSAL/ DISQUALIFICATION**

SHA- AB PM-JAY (State Name) may exclude or disqualify a proposal if:

- a) The information submitted, concerning the qualifications of the Proposer, was false or constituted a misrepresentation; or
- b) The information submitted, concerning the qualifications of the Proposer, was materially inaccurate or incomplete; and
- c) The Proposer is not qualified as per pre-qualification/ eligibility criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by committee.
- d) The Proposal materially departs from the requirements specified in the Proposal or it contains false information.
- e) The Proposer submitting the Proposal, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the SHA- AB PM-JAY (State Name) or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process;
- f) A Proposer, in the opinion of the SHA- AB PM-JAY (State Name), has a conflict of interest materially affecting fair competition.
- g) A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

## SECTION 4. SCOPE OF WORK

---

### 4.1 Detailed Scope of Work

The Agency will be responsible for end to end management of recruitment process with complete onboarding of candidates to fulfill vacancies (contractual staff or other) as requested by SHA- AB PM-JAY from time to time. The Agency will support and assist the Nodal SHA- AB PM-JAY as per the scope of work set out below:

#### a. Deployment of the Agency team and project inception meeting

- i. The selected Agency should have an **existing operational office** and each team member should be aware of the roles and responsibilities and the same is communicated to the Nodal SHA- AB PM-JAY.
- ii. Organize a project inception meeting with the Nodal SHA- AB PM-JAY, and other departments required to be working with the Agency, to align all stakeholders on the contract terms and scope of work.
- iii. The selected Agency shall designate Single Point of Contact for liaising with SHA- AB PM-JAY and shall submit the contact details of the team at the Agency.

#### b. Understanding the status of vacant positions and designing a prioritized work plan

- i. Mapping the status of vacant and sanctioned positions to understand the status of vacant positions across cadres, levels, and projects.
- ii. Estimated number of such positions identified by Nodal SHA- AB PM-JAY will be communicated at time of contract sign-off. Designing a detailed prioritized plan for the recruitment and selection of candidates. The detailed list of cadre wise vacancies along with CTC is attached as **Annexure –** of this document
- iii. Data gathering for vacant positions by coordinating with the respective officials at SHA- AB PM-JAY and **district level officials**.
- iv. The activity plan should consist of the following
  - The overall activities of vacancy and recruitment management to be followed by the Agency.
  - Priority accorded to each vacant position and a corresponding recruitment plan.
  - Timeline/TAT for each activity.
- v. Finalize the above activity plan and TAT in consultation with and approval of the Nodal authority.
- vi. Develop a detailed prioritized activity plan for the entire project based on the fact that recruitment process will be an ongoing and continuous process to ensure that the number of vacant positions under the preview of the Agency is not more than 10% of the sanctioned positions.

**c. Screening, Selection and Recruitment of Candidates**

**1) Advertisement**

- i. Review and revision (if required) of Job description for the vacant positions under the



- purview of this scheme/project and designing them where it is not already defined.
- ii. Assist to develop recruitment plan and strategy to fill vacant positions.
  - iii. Drafting and finalizing the recruitment advertisement(s), in consultation with the Nodal SHA- AB PM-JAY.
  - iv. The agency has to develop advertisements and receive applications through agency's online portal.
  - v. Reaching out to potential candidates through the following channels
    - Print media – Local, National, etc.
    - Drafting, designing, and releasing advertisement(s) on social media platforms
    - Content creation and releasing bulk messages
    - Making calls for potential candidates for inviting application
    - Other innovative outreach activities as may be required
  - vi. Developing application forms and other templates using Online Vacancies Management System.
  - vii. Collecting the applications of all the candidates through the recruitment management system
  - viii. **Collect application fees from the candidates, wherever applicable**, (as directed by SHA- AB PM-JAY); however, agency will not accept any additional fees.

## **2) Online Portal**

- i. The selected agency shall use its own recruitment portal or develop a portal (with security audits), to receive all the applications. The agency will place a hyperlink on the SHA- AB PM-JAY website, which will direct the candidates to agency's recruitment portal.
- ii. The Agency will have to comply with the reservation policy of state wherever applied in recruitment process.
- iii. Upload the application forms and other requisite sections for online submissions, such as submission of resumes and photographs.
- iv. Provide the links on the recruitment portal for online submission of application fees, or offline fees deposit through bank challan (**all deposits will be made directly to SHA- AB PM-JAY**).
- v. The agency will provide the payment gateway and bear the related costs/ expenses.

## **3) Profile Shortlisting**

- i. The agency will maintain highest degree of transparency. The agency will ensure that the screening and selection process is scientific and transparent so as to substantially eliminate biases and unethical practices. The Agency will ensure selection of only those candidates who fulfil the eligibility criteria prescribed for the respective positions. In case of not finding suitable

candidates, the HR Agency will make all possible efforts till the suitable candidate is identified.

- ii. Screening/Scrutinizing the applications and creating computerized database of all the information mentioned in application forms of the candidates and attached documents strictly as per advertised conditions of recruitment or norms / Terms of Reference (TOR).
- iii. The Agency will take complete responsibility of logistics and manpower support for the complete recruitment process.
- iv. The Agency will scrutinize the applications and create a computerized database of all the information mentioned in the application forms of the candidates and attached documents.
- v. Carrying out thorough background check especially Address, Previous Employer (if any), Police Verification (one-year antecedent report), Medical Fitness Certificate
- vi. Preparing list of candidates who are eligible for written test/Skill Assessment/ Other Tests/ Interview
- vii. The Agency will upload the list of shortlisted/ rejected candidates (with the reason for rejection) on the website, invite any objections from the applicants within 10 days of publishing the list, and if required rectification of the shortlist and upload the final list of shortlisted/ qualified candidates. Reply to all the objections with justifications.
- viii. Issuing call letters to the candidates to appear for Written Test / Skill Assessment / Online Computer Test / Group Discussion (as applicable) and interview, through SMS/ telephone / e- mail/web portal. (The cost of issuing call letters to the candidates to appear for Written Test / Skill Assessment / Online Computer Test / Group Discussion will be borne by the selected Agency only
- ix. The Agency will submit the lists of shortlisted candidates (with detailed profile); and list of rejected candidates (with reason for rejection) to SHA- AB PM-JAY.

#### **4) Screening Examination**

- i. Liaising with relevant officials and making local logistical arrangements for Written Test / Skill Assessment / Online Computer Test / Group Discussion (as applicable) and interview and arrange facilities for positions requiring the same at the Agency's cost at the Divisional/State level. The Authority may provide adequate support for logistics, as required.
- ii. Identification of areas of assessment (based on conditions of recruitment of advertised posts) to be included written test, in consultation with Nodal SHA- AB PM-JAY.
- iii. 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 tests.
- iv. The agency will set bilingual question papers in English and Hindi, or as directed by SHA- AB PM-JAY at the time of release of ToR.
- ~~v. The Agency will ensure complete accuracy of the question bank and their~~

uploading while maintaining complete confidentiality. Question papers shall be prepared by subject experts of the HR agency:

- a. Question Papers will be prepared by highly educated and skilled experts.
- b. Questions will be from authentic reference books.

- c. There must not be any error in model answer in terms of their authenticity.
- d. The selected agency will be completely responsible for standardization of questions and model answer.
- vi. Agency will be solely responsible for any breach of security of question papers and its consequent legal and financial aspects, if any, will be the sole responsibility of the agency.
- vii. Arrangement of external invigilator and flying squad for the exam conducted at Divisional/State level.
- viii. Attendance, Registration Process and Documents verification of candidates appearing for written test (Verify availability of admit card, Photograph and Govt. approved identity proof of candidates).

#### **5) Evaluation**

- i. Evaluation of Answer sheets & preparation of category wise merit lists in the required formats, maintaining sanctity and confidentiality of the entire process.
- ii. Preparation of Scoring Sheets and organizing Interviews under the guidance of Nodal SHA- AB PM-JAY.
- iii. The agency will prepare and finalize the list of qualified/ shortlisted candidates based on their scoring in the on-line Computer Based Test.
- iv. Under the guidance of Nodal authority, preparation of Final Results based on the online tests.

#### **6) Candidate Interview**

In case there are certain positions where Interviews would be conducted, the following process needs to be followed by the agency:

- i. The Agency will share the list of qualified/ shortlisted candidates to the SHA- AB PM-JAY, along with their score sheet and CV/Resume. Number of candidates to be shortlisted for interview (based on score in screening examination) will be intimated by SHA- AB PM-JAY (suitable ratio be communicated by SHA- AB PM-JAY).
- ii. Agency will verify the documents of all the selected candidates and do reference check of all shortlisted candidates before the interview (can undertake the same at the interview venue).
- iii. Agency shall ensure timely uploading of call letters to shortlisted candidates for interview (based on the Screening Examination/ Technical Examination) intimating date, time, and venue in consultation with SHA- AB PM-JAY. The Agency will also dispatch call letter/ interview letter by speed post, if directed by the competent authority; and the expenses incurred on speed- post for such dispatches will be borne by the Agency
- iv. Agency shall send the call letters minimum 14 days in advance to the short-listed candidates. The Call Letters will also be sent through e-mail on the

respective candidate's ID. The Agency is also required to inform candidates via SMS and call.

- v. The Agency will ensure timely development of interview assessment sheet/ criteria for interviewing shortlisted candidates.
- vi. Agency will schedule and organize Interviews of the shortlisted candidates and co-ordinate

between the SHA- AB PM-JAY and the shortlisted candidates. The venue for interview will be arranged and managed by SHA- AB PM-JAY.

**7) On-boarding process**

- i. Follow up with the selected candidates and Nodal SHA- AB PM-JAY and facilitate the process of joining.
- ii. Keeping a track of and coordinating the on boarding of candidates to whom offer letters were issued by SHA- AB PM-JAY.
- iii. The Agency shall comply with all statutory requirements. All activities relating to payroll management and all statutory/compliance requirements relating to deployment of the resources shall remain the responsibility of the Agency only.
- iv. The Agency will be responsible for handling any court matters related to the recruitment and hiring process for the contractual employees, the same will not be handled by Nodal SHA- AB PM-JAY. Deployment of the resources shall not entitle to any permanent employment with the Nodal SHA- AB PM-JAY. The Agency shall undertake to indemnify the Nodal SHA- AB PM-JAY against any such claims by the personnel deployed by them.

**d. Deployment:**

- i. The vendor will be not responsible for all remuneration, claims, wages, dues etc. of the recruited employees. The recruited employees will be a Contractual Employees on payroll of SHA- AB PM-JAY and will be paid in accordance with cadre wise salary scale notified by SHA- AB PM-JAY from time to time.
- ii. SHA- AB PM-JAY shall have the direct liability or obligation to pay any charge, claim or wages, dues, and contributions as applicable towards statutory benefits of any of Bidder's employee
- iii. The Agency should establish and maintain all proper records of recruitment management process, background verification documents of candidates, interview, test, evaluation, and any other documents required to be maintained by The Law/ SHA- AB PM-JAY.
- iv. Hiring of resources: The Agency will be issued terms of reference for hiring of, sales support staff & backend resources on contractual basis which will include specifying timelines for hire, location of deployment, projected compensation levels, scope of work, roles and qualifications, age eligibility and relevant experience.
- v. The selected Candidate by SHA- AB PM-JAY will enter into contractual agreement or any other mode as deemed suitable by SHA- AB PM-JAY.

**e. Developing and maintaining a Vacancy Management System (VMS):**

- i. A web-based software application platform will be developed and maintained by the Agency.
- ii. The Vacancy Management System developed or provided by the Agency will

be the property of the SHA- AB PM-JAY will have complete admin rights to access and use the VMS.

- iii. It should have the following minimum features/specifications:



- Dynamic Master Database of sanctioned & vacant positions across cadres, levels, and projects.
  - Creation of new vacancies and management of existing vacancies.
  - Information on the positions advertised out of the total vacant positions
  - Information on number of vacant positions closed across cadres and respective TAT for closure
  - Adequate alert system whenever the percentage of vacant positions is above 10%.
  - The platform shall be able to export the available information in formats prescribed by the Government or the Nodal SHA, such as Excel, CSV, and PDF. These formats may be edited as and when required.
  - The Agency shall be responsible for necessary data encoding, encryption, and compression methods to ensure secure and efficient data transfer between the systems. The data download and upload should be efficient and least time consuming.
  - The Agency shall develop the VMS using open source technologies.
  - The application shall be robust enough to prevent corruption of database, and the application.
  - The application shall be available 24\*7\*365 and the Agency would take care of business continuity in the eventuality of failure. Downtime in case of enhancement, version change etc. may be considered by the Nodal SHA in off hours.
  - The application shall not require any special plug-ins and privileges on the browser to access applications.
  - The user interface shall be uniform and consistent across the application.
  - The application should use responsive layout and designs and the data-entry forms, reports, graphs etc. should be easily accessible on smartphones and tablets
  - The agency shall be responsible for the upgrade/changes to the application as and when required by the Nodal SHA- AB PM-JAY.
  - The agency shall be responsible to provide adequate technical and functional support for the upkeep and maintenance of the application
- iv. With respect to the VMS development the agency shall be responsible for the following points:
- The Agency shall coordinate the conduct of User Acceptance Testing (UAT). The feedback collected from the UAT shall be prioritized and incorporated suitably.
  - Training of end-users in VMS functions and usage is the responsibility of the Agency.

- The Agency is required to provide preventive and corrective maintenance support to the end-users of VMS.
- The Agency shall be responsible for managing and ensuring the privacy of data in the VMS.

- The Agency shall be responsible for hosting and deployment of the application on server/cloud.
  - The Agency shall get the application audited by an empaneled (empaneled by Government of India/Govt. of State Name or other government authority) software audit vendor.
  - In addition to the above, the Agency shall be required to comply with any laws or guidelines pertaining to Information Security, Data Protection, Cloud usage regulation and Data Privacy as may be promulgated or issued by the Nodal SHA- AB PM-JAY or by any competent authority under the Government of India or the Government of Uttar Pradesh which may be applicable to this project including but not limited to those issued under the Information Technology Act, 2005
- v. The Agency will facilitate complete transfer of VMS to the SHA- AB PM-JAY, 3 months prior to the completion of this project. The Agency will have no ownership and access to VMS post project completion.

## SECTION 5. PAYMENT TERMS

---

### 5.1 Invoicing and Payment

- i. **No advance payment** shall be made by SHA- AB PM-JAY to the Agency at the time of signing of the contract with the selected agency
- ii. Invoice in three copies with requisite documents/proofs to SHA- AB PM-JAY or any other agency/place to be submitted as decided by SHA- AB PM-JAY.
- iii. The Agency shall raise its invoice to SHA- AB PM-JAY on **Quarterly basis** with the relevant document proofs at the start of every Quarter (of the financial year). The payment will be made as per the following terms and conditions:
- iv. The Agency shall send its claim for payments along with requisite documents within 15 days of completion of aforementioned milestones.
- v. Invoices for payment for each quarter to be submitted by the 10th day of first month of the next quarter.
- vi. The payment will be subject to TDS as per Income Tax Rules/ GST (if applicable) and other statutory deductions as per applicable laws.
- vii. Prices (inclusive of all taxes), to be charged by the Agency for provision of services in terms of the contract shall not vary from the prices agreed upon in the financial proposal/ contract.
- viii. Quarterly invoices to be raised based on candidates recruited across cadres in the last 3 months as per the recruitment plan finalized and signed-off between SHA- AB PM-JAY and selected agency.
- ix. In addition to above, Agency shall on a quarterly basis submit details of the persons employed by them with SHA- AB PM-JAY in the last quarter, along with supporting documents of the employee including:
  - o Monthly Recruitment Report mentioning name of candidates recruited, CTC, date, unit/program, and any other details.
  - o Monthly Recruitment Report must be duly Approved by the Nodal Officer, SHA- AB PM-JAY
  - o Any other document required by SHA- AB PM-JAY.
  - o The contracting agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required.
  - o Any instance of non-payment or short payment of salaries to the personnel deployed in SHA/ PURCHASER shall be treated as breach of the contract.
  - o All payments shall be made in Indian Rupees
- x. SHA- AB PM-JAY shall review the documents and forward the required payment in favor of the Agency within 15 (fifteen) days.
- xi. All the Payments will be made in Indian Rupees only in the Bank Accounts of the

Agency.

- xii. Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause set out in the RFP document/Contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the applicable laws.
- xiii. No interest/charges shall be paid on delayed payments.
- xiv. The empaneled agency shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for performing proper and efficient working.

## **5.2 Probation Period and Payment**

- i. SHA- AB PM-JAY shall not be billed by the Agency for an employee during 'Probation Period' which shall continue for 3 (three) months from the date of appointment.
- ii. In case an employee, leaves SHA- AB PM-JAY within 3 (three) months or 90 days of date of joining, the fees claimed by the Agency for such employees, in quarterly invoice will be adjusted in the next invoice cycle

## **5.3 Disputed Invoice**

- iii. In case of a dispute on the Invoice amount, performance of an employee or any other payment related matter; such matter shall be discussed with the Nodal, SHA- AB PM-JAY and/ or any other authority designated by the Nodal, SHA- AB PM-JAY. In such cases, the Agency shall produce requisite supporting documents, communications, acknowledgement of the SHA- AB PM-JAY, etc. to support the disputed Invoice amount, performance of an employee or any other payment related matter; however, the decision of the Nodal, SHA- AB PM-JAY in this matter shall be considered as final.
- iv. Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding and amicable settlement between the parties.

**SECTION 6. KPIs AND PENALTY**

The Key Performance Indicators below defines the terms of the Agency's responsibility in ensuring the timely delivery of the scope of work, quality of deliverables and other aspect of empanelment as per the RFP and Service Level Agreement. The KPIs mentioned below are not exhaustive and any addition/ deletion to this list of KPIs shall be as per the direction of the Nodal, SHA- AB PM-JAY.

**6.1 KPIs and Penalty**

Category	Sr. No	Key Performance Indicators	Compliance Rates	Source of data / Method of verification	Validation Frequency	Penalty (Liquidated Damages)
<b>Recruitment Plan</b>	1	Preparation and Submission of the Recruitment Plan with list of requested positions, filled, under process and plan for recruitment for every month that shall be submitted to SHA-AB PM-JAY	100%	VMS, Requested Positions and Candidates provided/ in Pipeline	Monthly	Rs. 2,000 for every 7 days
<b>Recruitment</b>	2	Acknowledgement by the Agency for Requested Positions by SHA-AB PM-JAY within 24 hours and Updating VMS/ Online Recruitment Portal within 48 hours of sending/ raising the request in writing	100%	Total requested Positions and Acknowledgement by the Agency	Monthly	Rs. 200 for 24 hours

	3	Advertised position - Providing at least 50% suitable CVs for every requested position within 15 days from the advertisement.	100%	Total requested positions and suitable CVs provided by the Agency	Monthly	Rs. 1,000 for compliance <95%
<b>Screening and Interviews</b>	4	Providing suitable CVs for every requested position with complete mapping with the requirement, reconfirmation of information provided, and declaration signed by the candidate.	100%	Total suitable CVs provided by the Agency and Rejected CVs	Monthly	Rs. 5,000 for compliance <100%



Category	Sr. No	Key Performance Indicators	Compliance Rates	Source of data / Method of verification	Validation Frequency	Penalty (Liquidated Damages)
	5	Conducting assessment test/examination for the requested position within 7 days from the shortlisting of CVs by the Agency and SHA- AB PM-JAY	100%	Total suitable CVs shortlisted, and test/examination conducted by the Agency	Monthly	Rs. 2,000 for compliance <95%
	6	Release of assessment test/examination results within 7 days from the date of conducting the test/examination by the Agency	100%	Test/examination conducted by the Agency and results declared	Monthly	Rs. 2,000 for compliance <95%
	7	Arranging interviews of successfully qualified candidate in the test/examination with the SHA- AB PM-JAY within 7 days from the declaration of the result	100%	Test/examination conducted by the Agency and results declared	Monthly	Rs. 2,000 for compliance <95%
<b>On-boarding</b>	8	Coordination with SHA- AB PM-JAY for on-boarding of selected candidates within 30 days of final results declaration and	100%	Offer letters released and on-boarding of selected candidat	Monthly	Rs. 5,000 for each Candidate

		intimation to candidate		es		
<b>Back-ground Verification</b>	9	Undertake complete background verification of each candidate within 15 days of release of offer letter	100%	Total shortlisted candidate and background verification provided by the agency	Monthly	Rs. 10,000 for each Candidate

**Note:**

- Requested position means fresh request for a position or replacement of a candidate during probation period position.
- The recruitment process for the candidate from time of finalization of plan till release of final letters should be completed within T + 60 days, where T denotes the time of finalization of the recruitment plan of the respective cadre.
- The candidate should be successfully on-boarded on SHA's payrolls within T + 90 days, where T denotes the time of finalization of the recruitment plan of the respective cadre.
- Whenever any resource deployed is sought to be substituted or replaced during the assignment or where a resource deployed leaves the assignment midway, an equally or better qualified and experienced substitute resource shall be provided within time frame defined below at no extra cost.
- In the event of Agency's failure to provide the resources as per contract terms and conditions, SHA reserves the right to cancel the contract, without further notice, and proceed to deploy the manpower from alternate sources, in which event, the Agency shall be liable to bear all extra cost / costs, whatsoever, which may be incurred for alternate arrangement.

## SECTION 7. GENERAL and SPECIAL CONDITIONS

---

### 7.1. SPECIAL CONDITIONS

#### 7.1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this document have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time.
- (b) **“Bidder”** means any private or public entity that will provide the Services to the Purchaser as defined in this document.
- (c) **“Letter of Engagement”** means letter that shall be signed and submitted by the Agency to SHA/ PURCHASER post Engagement.
- (d) **“Contract”** means the Contract signed by the Agency with SHA/ PURCHASER for providing manpower services in SHA/ PURCHASER .
- (e) **“Effective Date”** means the date on which this Engagement comes into force and effect
- (f) **“Agency”** means the Bidder Company selected under this Engagement process. The expressions “Agency”, the “Contracting Agency” and the “Agency” carry the same meaning.
- (g) **“Stakeholders”** - means all the agencies (internal as well as external) which are engaged by SHA/ PURCHASER .
- (h) **“Government”** means the Government of the Purchaser’s.
- (i) **“In writing”** means communicated in written form with proof of receipt.
- (j) **“Party”** means the Purchaser or the Bidder, as the case may be, and “Parties” means both of them.
- (k) **“Purchaser”** means the entity acquiring the services under this Engagement i.e. SHA/ PURCHASER
- (l) **“Resident”** means normal resident of India.
- (m) **“Services”** means the work to be performed by the Bidder pursuant to Engagement under this RFP.
- (n) **“SHA/ PURCHASER”** means **State of \_\_\_\_\_** and is referred as the Purchaser. The expressions “SHA/ PURCHASER ” and the “Authority” carry the same meaning.

#### 7.1.2. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Purchaser” and the Bidder.

#### 7.1.3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India.

#### **7.1.4. Language**

The General terms and Conditions and Letter of Engagement have been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation.

#### **7.1.5. Notices**

(a) Any notice, request or consent required or permitted to be given or made pursuant to this Engagement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address including the facsimile and electronic mail of the party specified in this Agreement or such other address as either party may specify in writing.

(b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

(c) All notices shall be effective upon

(i) receipt by the party to which notice is given, or

(ii) on the fifth (5th) day following mailing, whichever occurs first.

#### **7.1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Engagement by the Purchaser or the Bidder may be taken or executed by the Authorized Representative of the Bidder.

#### **7.1.7 Taxes, Duties and Other Statutory Payments**

(a) GST, if applicable, should not be included in the Proposal price and shall be paid by SHA- AB PM-JAY separately on prevailing rates. All other taxes, duties, license fee and levies shall be including in the proposal price.

(b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the Contract. The Bidder and their Personnel shall pay such indirect taxes, duties, fees, statutory payments and other impositions levied under the Applicable Laws of India.

(c) If after the date of the Engagement, there is any change in the applicable laws of India with respect to such taxes, duties, fees, statutory payments and other impositions, which are directly payable by the contracting agency in future, which increases or decreases the cost, then the corresponding adjustments shall be made to the discovered rates.

#### **7.1.8 Limitation of Liability**

(a) The contracting agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

(b) Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser:

i. For any indirect or consequential loss or damage; and;

- ii. For any direct loss or damage that exceeds the service charges receivable under the contract, or
- (c) Provided that this limitation of liability shall not be applicable in case of breach by the Bidder to confidentiality and security of SHA- AB PMJAY and also causing any loss, liability and /or for damage to third parties caused by the Bidder/ Bidder's Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.

#### **7.1.9 Suspension**

The SHA/ PURCHASER engaging the Agency may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations, including the carrying out of the Services, provided that such notice of suspension

(a) shall specify the nature of the failure, and

(b) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

#### **7.1.10 Termination**

##### **i. By Purchaser**

Purchaser may terminate this Engagement in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this section. In such an occurrence Purchaser shall give a not less than thirty (30) days written notice of termination to the Bidder, and sixty (60) days in the case of the event referred to in (d) and (j).

(a) If the Bidder does not remedy a failure in the performance of their obligations as per the Scope of Work defined in Section 4 of the RFP, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.

(b) If the Bidder becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Bidder, in the judgment of Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the activities defined in the Scope of Work in Section 4 of the RFP.

(d) If, as the result of Force Majeure, the Bidder is unable to perform Services for a period of not less than sixty (60) days.

(e) Purchaser may by written notice sent to the Bidder, terminate the Engagement, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

(f) If the Bidder submits to Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.

(g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Purchaser.

(h) If the Bidder fails to provide the quality services as envisaged as per the scope of work defined. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Purchaser may at its discretion decide to give one chance to the Bidder to improve the quality of the services.

(i) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Section 7.1.22 – Settlement of Disputes hereof**.

(j) The Purchaser may, without prejudice to any other remedy for breach of Terms and Conditions, by 60 days prior written notice of default sent to the Bidder, terminate the Engagement in whole or in part:

- If the Bidder fails to deliver Services within the time period(s) specified in the RFP, or any extension thereof granted by the Purchaser; OR
- If the Bidder fails to perform any other obligation(s) under the Terms and Conditions.

#### **7.1.11 Cessation of Rights and Obligations**

i. Upon termination of this Engagement, or upon expiration of this Engagement pursuant to Section

\_\_\_\_ hereof, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality set forth in Section 7.1.17 hereof,
- c) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Section 7.1.13. (vi) hereof, and
- d) any right which a Party may have under the Law.

ii. Cessation of Services: Upon termination of this Engagement by notice of either Party to the other pursuant to Section 7.1.10 or 7.1.32 (e) hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner/ assist the Purchaser for handover and proper transition if required to another Service Provider and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

iii. Payment upon Termination: Upon termination of this Engagement pursuant to Section 7.1.10., the Purchaser shall make the following payments to the Bidder:

- a) If the Engagement is terminated pursuant to clauses of Section 7.1.10., other than those mentioned in sub-clause 7.1.10.,(b) hereof for Services satisfactorily performed prior to the effective date of termination.
- b) If the Engagement is terminated pursuant of Section 7.1.10 (c), (f), (g) and (i), the Bidder

shall not be entitled to receive any agreed payments upon termination.

#### **7.1.12. Force Majeure**

- a) Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics, or disturbances in the country.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder or (iii) Force Majeure shall not include insufficiency of funds or inability to make any payment.
- c) A Party affected by an event of Force Majeure shall immediately notify the other Party within 7 working days of such event, providing sufficient and satisfactory evidence of the

nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- d) The failure of a party to fulfill any of its obligations under the work order/ Contract shall not be considered to be a breach of, or default under the work order/ Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: - has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the work order/ Contract, and has informed the other party within 7 days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the work order/ Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Section 7.1.22** Settlement of Disputes.

#### 7.1.13. Obligations of the Bidder

- i. **Standard of Performance:** The Agency shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate manpower. The Bidder shall always act, in respect of any matter relating to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties. Bidder should follow and perform services as specified in Section 4– Scope of Work and Terms of Agreement.
- ii. Agency shall comply with all the provisions of the Labour and Industrial Laws, as may be applicable from time to time for the discharge and completion of the Services covered under said Contract by the Contractor including but not limited to the observance and compliance of The Contract Labour (Regulation and Abolition) Act 1970, The Child Labour (Prohibition and Regulation) Act 1986, The Employees' Provident Funds & Miscellaneous Provisions Act, 1952, The Employees' State Insurance Act 1948, The Minimum Wages Act, 1948, The Payment of Bonus Act,

1965, The Payment of Wages Act,1936, The Employees' Compensation Act.1923, The Maternity Benefit Act etc.

Act, 1961 and other Labour Laws applicable to the contractor

- iii. **Agency Not to Benefit from Commissions, Discounts, :** The payment of the Bidder pursuant to Section 5– Payments to the Bidder shall constitute the Bidder's only payment in connection with the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the services or in the discharge of their obligations under the Terms and Conditions, and the Bidder shall use their best efforts to ensure that the personnel and its agents shall not receive any such additional payment
- iv. **Prohibition of Conflicting Activities:** The Bidder shall not engage either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under Section – 4 Scope of Work and Agreement.
- v. **Confidentiality:** Except with the prior written consent of the Purchaser, the Bidder shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Bidder make public the recommendations formulated in the course of, or as a result of, the Services.
- vi. **Accounting, Inspection and Auditing:** The Bidder:
  - a. shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFP, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
  - b. with respect to such accounts and records related to this Engagement, shall periodically permit the "Purchaser" or its designated representative, during the Engagement period and up to a period of five years from expiration or termination of this Engagement, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the "Purchaser", if so required by the "Purchaser" as the case may be. Bidder's Actions Requiring Prior Approval
- vii. The Agency shall obtain the prior approval in writing from SHA/ PURCHASER before any change, replacement, withdrawal or addition to the Personnel listed as required for any assignment.
- viii. **Reporting Obligations:** The Agency shall report to the Purchaser the reports and documents, in the form, in the numbers and within the time periods as and when required by the Purchaser utilizing the Services.
- ix. **Documents Prepared by the Bidder to be the Property of the Purchaser:** All plans, drawings, specifications, designs, reports and other documents submitted developed or customized by the Bidder, if any, during this Engagement/ Contract shall become and remain the property of the Purchaser utilizing the Manpower Services, and the Bidder shall, not later than upon termination or expiration of this Engagement / contract, deliver all such documents to the Purchaser utilizing the Manpower Services.
- x. **Equipment and Materials Provided by the Bidders:** Equipment or materials brought into India by the bidder and its Personnel and used either for this Project or personal



use shall remain the property of the Agency or the personnel concerned, as applicable.

#### 7.1.14. Period of Contract

The Contract will be signed with the Selected Bidder initially for a period of **Three (3) years**. The contract will be renewed every year based on the performance of the Selected Bidder as per the defined SLAs. The Contract, post Three (3) years, may be extended further for One (1) year based on the performance of the Selected Bidder and mutual agreement. The maximum extension of the engagement of the Selected Bidder shall be up to two (2) years only and at the sole discretion of SHA- AB PM-JAY.

#### 7.1.15. Performance Security:

Performance security equivalent to 10% (ten percent) of the total cost of Financial Proposal i.e. Total Contract value ("**Performance Security**") shall be furnished from a Nationalized/Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP. the Performance Security will be retained by SHA- AB PM-JAY until the completion of the assignment by Agency and be released 60 (Sixty) Days after the completion of the assignment.

The Performance Security shall be returned upon being satisfied that there has been due performance of the obligations of the Agency under the Contract. However, no interest shall be payable on the Performance Security.

The Performance Security may be invoked on violation of any of the conditions specified below (but not limited):

- i. The Agency is not able to deliver services as per SLA as set out in the Contract.
- ii. The Agency or its employee(s) is involved in any unlawful activity during its empanelment / engagement with SHA- AB PM-JAY.

#### 7.1.16. Fraud and corrupt practices

- i. The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the SHA- AB PM-JAY will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process.
- ii. In such an event, the SHA- AB PM-JAY will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the SHA- AB PM-JAY for, inter alia, time, cost and effort of the

SHA- AB PM-JAY, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- iii. Without prejudice to the rights of the SHA- AB PM-JAY under this Clause, hereinabove and the rights and remedies which the SHA- AB PM-JAY may have under the work order or the Contract, if a Bidder or Agency, as the case may be, is found by the SHA- AB PM-JAY to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Contract, such Bidder or Agency shall not be eligible to participate in any tender issued by the SHA- AB PM-JAY during a period of 2 (two) years from the date such Bidder or Agency, as the case may be, is found by the SHA- AB PM-JAY to have directly or through an agent engaged or indulged in any Prohibited Practices.
- iv. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) "corrupt practice" means
    - the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SHA- AB PM-JAY who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SHA- AB PM-JAY, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
    - save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the SHA- AB PM-JAY in relation to any matter concerning the Project.
  - b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
  - c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.

- d) “undesirable practice” means
- establishing contact with any person connected with or employed or engaged by the SHA- AB PM-JAY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- v. Measures to be taken by the Purchaser
- a. The Purchaser may terminate the Engagement if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that work under Engagement, without the Bidder having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- b. The Purchaser may also apply sanction/s against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/ Engagement if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the activities as mentioned in the Scope of Work;

#### **7.1.17 Confidentiality:**

i. Confidential information shall include all information or data, whether electronic, written or oral, relating to SHA and/or AB PMJAY scheme business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, this agreement and/or its contents, research and development, trade names, Personal Data, Sensitive Personal Data, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature, that is supplied by SHA to the Agency or otherwise acquired/ accessed by the Agency during the course of dealings between the Parties or otherwise in connection with the Services.

**“Personal Data” shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and**

**“Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable— (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii)**

**religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.**

**ii. Exclusions to Confidential Information:** The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Agency
- b. If the information is disclosed by Agency with the SHA's prior written permission and approval;
- c. If the Agency is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Agency gives prompt written notice of that fact to the SHA prior to disclosure so that the SHA may request a protective order or other remedy, the Second Party may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

**iii. Obligation to Maintain Confidentiality:**

- a. Agency agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this RFP/ Agreement.
- b. Confidential Information provided by SHA is and will remain the sole and exclusive property of the SHA and will not be disclosed or revealed by Agency except (i) to other employees of the Agency who have a need to know such information and agree to be bound by the terms of this Agreement/ RFP or (ii) with the SHA's express prior written consent.
- c. Upon termination of this Agreement, Agency will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared by the Agency and its employees for this engagement are either returned to the SHA or destroyed under intimation and permission from SHA within 15 days.
- d. Agency shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this MOU pursuant to Paragraph 7.4.2 above. The onus to prove that the exclusion is applicable is on the Agency .

**iv. Use of Tender Documents:**

- a. This document is meant for the specific use by such parties who are interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. SHA- AB PM-JAY, State Name expects the Bidders or any person acting on behalf of the Bidders strictly

adhere to the instructions given in the document and maintain confidentiality of information.

- b. The Bidders shall be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the SHA- AB PM-JAY in the event that such a circumstance is brought to the notice of SHA- AB PM-JAY. By downloading/purchasing the document, the interested party is subject to confidentiality clauses.

#### **7.1.18. Intellectual Property Rights (IPR)**

- a. The intellectual property rights to all the deliverables listed shall remain sole and absolute property of the “Purchaser”.
- b. The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Bidder prior to this Engagement and all new ideas, inventions, innovations, or developments conceived, developed or made by Bidder independently shall remain the property of the Bidder.

#### **7.1.19. Obligations of the Purchaser:**

- i. Assistance and exemptions: Unless otherwise specified, the Purchaser shall use its best efforts to ensure that the Government shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.

(b) May Provide to the Agency and Personnel any such other assistance as may be required for performing its services.

#### **7.1.20. Liquidated Damages:**

Time is the essence of the Agreement and the delivery dates are binding on the Service Provider. The liquidated damages shall be as per Section 6 of the RFP. The maximum SLA based penalties that can be levied under the contract shall be 10% percent of the service charge claimed by the contracting agency in the monthly invoice.

#### **7.1.21. Good Faith:**

The Parties undertake to act in good faith with respect to each other’s rights under this Engagement and to adopt all reasonable measures to ensure the realization of the objectives of this Engagement.

#### **7.1.22 Settlement of Disputes:**

##### **i. Amicable Settlement:**

Performance of the scope of work by the bidder shall be governed by the terms & conditions of the Contract. In case of dispute arises between the parties regarding any matter, either Party may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Section 7.1.23 (ii) shall become applicable.

##### **ii. Arbitration:**

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of \_\_\_\_\_, India. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held in English Language and shall be held with its venue and seat at \_\_\_\_\_, India. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

- a. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
  - b. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- iii. Continuation of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

#### **7.1.23: Governing Law and Jurisdiction:**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and parties agree that the courts at \_\_\_\_\_, India shall have exclusive jurisdiction over matters arising out of or relating to the Agreement.

#### **7.1.24 Indemnity:**

- a) The Agency shall at all times indemnify and keep indemnified SHA- AB PM-JAY against all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) a breach by the resources appointed by or through the Agency of any obligations specified in relevant clauses hereof; (b) negligence, reckless or otherwise wrongful act or omission of the resources appointed by or through the Agency including professional negligence or misconduct of any nature whatsoever in relation to services rendered by them;
- b) The Agency shall at all times indemnify and keep indemnified SHA- AB PM-JAY against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. \_\_\_\_\_

- c) The Agency shall at all times indemnify and keep indemnified SHA- AB PM-JAY against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency or its employees.
- d) The Agency shall at all times indemnify and keep indemnified SHA- AB PM-JAY against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- e) All claims regarding indemnity shall survive the termination or expiry of the Contract.

#### **7.1.25. Relationship**

a. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent, employer employee as between the SHA (or the Government Department) and the "Service Provider". No partnership shall be constituted between SHA (or the Government Department) and the Service Provider by virtue of this registration nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other Registration a partnership has been constituted, or that it has any such power. Service Provider shall be fully responsible for the services performed by them or on their behalf.

b. Service Provider shall not use SHA/ AB PM-JAY name or any service or proprietary name, mark or logo of Associated with SHA over any media for promotional/or non-promotional purposes without first having obtained the SHA's prior written approval over the content and media for such release.

#### **7.1.26 Variations and Further Assurance**

a. No amendment, variation or other change to the Agreement or the Service Levels shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of the Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to the Agreement or the Service Levels.

b. Each Party to the Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in the Agreement.

#### **7.1.27: Severability and Waiver:**

a. If any provision of the Agreement , or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.



b. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to the Agreement of any right, remedy or provision of the Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

**7.1.28. Amendment**

Any amendment to the Agreement shall be made by mutual written consent of all the Parties recorded and executed as an Amendment to the Agreement.

**7.1.29. Insurance:**

**i. Obligation to maintain insurance:**

In connection with the provision of the Services, the Service Provider must have and maintain for the Agreement Period, valid and enforceable insurance coverage. The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;

(b) Third Party liability insurance, with a minimum coverage of the value of the contract

(c) Professional liability insurance, with a minimum coverage of the value of the contract

(d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.

ii. for 01 year <one> year following the expiry or termination of the Agreement, valid and enforceable insurance.

**7.1.30 : Adherence to Rules & Regulations:**

a. Compliance with laws: Each party will comply with all applicable laws of India along with applicable export and import laws and regulations.

b. The Service Provider shall comply with the provisions of all laws including employment and labour laws, rules, regulations and notifications issued there under from time to time (such as minimum wages Act, Payment Wages Act, EPF Act, ESI, shop and establishment act and contract labour act etc.) All



safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws and agrees to provide the relevant proof of compliance as and when demanded by Purchaser subject to relevant Scope of Work. At no point in time shall Purchaser be held liable for any claims relating to such issues.

- c. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.
- d. The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000, Right to Privacy and Data Protection Laws etc.
- e. The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

#### **7.1.31. Risk Purchase:**

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the SHA/ PURCHASER reserves the right to get the balance contract executed by another party of its choice and replace the agency by giving one month's notice for the same at the risk, cost and expense of the selected bidder. In this event, the selected bidder is bound to make the additional expenditure, which the SHA/ PURCHASER may have to incur to carry out bidding process for the execution of the balance of the contract.

#### **7.1.32 Special Miscellaneous:**

(a) Estimation of manpower is tentative and for the purpose of Evaluation of this bid. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements.

(b) The bidder will be bound by the details furnished by it to the SHA/ PURCHASER while submitting the bid or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.

(c) SHA/ PURCHASER reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

(d) Applicable Law: The Contract shall be governed by and construed in accordance with the laws of India.

(e) Notices: All notices, requests, claims, demands and other communications between the parties shall be in writing and shall be given

(i) by delivery in person or

(ii) by registered mail, postage prepaid, or

(iii) by facsimile or

(iv) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing.

All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

(f) Subletting of Works: The Agency shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of SHA/ PURCHASER , which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.

(g) Cancellation of Contract: The SHA/ PURCHASER reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the SHA/ PURCHASER on the following circumstances:

- The bidder has made the misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- If deductions on account of SLA based penalties/ liquidated damages exceeds the maximum allowed limit for three consecutive months.

(h) Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Section 7.1.22 – Settlement of Disputes hereof.

(i) The Bidder shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of services as per the scope of work.

## **7.2. GENERAL CONDITIONS**

### **7.2.1. Interference with Tender Process**

For a Proposer who withdraws from the Tender Process after opening of financial proposal / withdraws from the Tender Process after being declared the Selected Bidder /fails to provide Performance Security or any other document or security required in terms of the RFP document after being declared the Selected Bidder, without valid grounds, shall, in addition to the recourse available in the RFP documents or the Contract, EMD submitted will be forfeited.

### **7.2.2. Debarment from Bidding**

If SHA- AB PM-JAY finds that a Proposer has breached the code of integrity prescribed above, it may debar the Proposer for a period of three (3) years.

Where the entire Earnest Money Deposit or the entire Performance Security or any substitute thereof, as the case may be, of a Proposer has been forfeited by SHA- AB PM-JAY in respect of the Tender Process or procurement Contract, the Proposer may be debarred from participating in any tender process undertaken by SHA- AB PM-JAY for a period of three (3) years.

SHA- AB PM-JAY shall not debar a Proposer under this section unless such Proposer has been given a reasonable opportunity of being heard.

### **7.2.3. MONITORING OF CONTRACT**

If delay in delivery of service is observed, a performance notice would be given to the Selected Bidder/Agency to speed up the delivery. Any change in the constitution of the Selected Bidder/Agency (as the case may be) etc. shall be notified forth with by the such Selected Bidder/Agency in writing to SHA- AB PM-JAY and such change shall not relieve Selected Bidder/Agency, from any liability under the Contract.

### **7.2.4. SUB-CONTRACTING and CONSORITUM:**

The Selected Bidder/Agency shall not assign or sub-contract the Contract or any part thereof to any other agency without the prior written permission of SHA- AB PM-JAY. Consortium is also not permitted.

### **7.2.5. Signing of Contract**

The Selected Bidder shall execute the Contract within one month from the date of work order with SHA- AB PM-JAY. In exceptional circumstances, on request of the Selected Bidder in writing for extension, SHA- AB PM-JAY reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the tender and corrigendum issued shall also be applicable for the Contract.

### **7.2.6. Execution of agreement**

During the term of Contract, the Agency will work closely with SHA- AB PM-JAY and will perform the activities as per the scope of work. In case of poor performance, or unjustified & repeated delays in sharing of relevant profiles of eligible candidates, SHA- AB PM-JAY shall terminate the Contract. In this case, the Performance Security shall be forfeited.

### **7.2.7. Failure to agree with the “Terms and Conditions” of the Tender**

Failure of the Selected Bidder(s) to agree with the terms & conditions of the Contract shall constitute sufficient grounds for the annulment of the Proposal or the Award. In such circumstances, SHA- AB PM-JAY would reject the Proposal and forfeit the Earnest Money Deposit as specified in this RFP document.

### **7.2.8. Contract Documents**

Subject to the order of precedence set forth in the Contract, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Proposal submitted after due date and time shall not be accepted.

### **7.2.9. Language**

Bidder shall deliver all documents in English language only. For documents submitted in Hindi, the Bidder shall submit an English translation for the same.

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Selected Bidder and the Procuring Authority, shall be written in English or Hindi language only.

### **7.2.10. Reporting**

All correspondences by the Agency shall be addressed to the CEO of SHA- AB PM-JAY. However, on a regular basis, the agency shall be in contact with the HR/Finance Manager (designated) for all manpower requirements of SHA- AB PM-JAY.

### **7.2.11. Recoveries from Agency**

- a) Recovery of penalties shall be made from quarterly invoice payment to be made to the Agency.
- b) SHA- AB PM-JAY shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the SLA. In case of failure to withhold the amount, it shall be recovered from dues of the Agency and Performance Security deposit available with SHA- AB PM-JAY. The balance, if any, shall be demanded from the empaneled agency and when recovery is not possible, SHA shall take recourse to applicable law in force.

### **7.2.12. Copyright**

The copyright in all materials containing data and information furnished to the Agency herein shall remain vested in SHA- AB PM-JAY, or, if they are furnished to SHA- AB PM-JAY directly or through the Agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**7.1 General Miscellaneous**

- a) The SHA- AB PM-JAY, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.
  - ii. consult with any Bidder in order to receive clarification or further information.
  - iii. retain any information and/or evidence submitted to the SHA- AB PM-JAY by, on behalf of and/or in relation to any Bidder; and/or
  - iv. independently verify, disqualify, reject, and/or accept any and all submissions
- or other information and/or evidence submitted by or on behalf of any Bidder.
- b) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the SHA- AB PM-JAY, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- c) All documents and other information provided by SHA- AB PM-JAY or submitted by a Bidder to SHA shall remain or become the property of SHA- AB PM-JAY Bidders or the Agency, as the case may be, are to treat all information as strictly confidential. SHA- AB PM-JAY will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by The Bidder to SHA- AB PM-JAY in relation to the assignment shall be the property of SHA- AB PM-JAY .
- d) The SHA- AB PM-JAY reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- e) The Agency shall bear all the expenses regarding delivery of services.
- f) The Agency shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
- g) The Agency shall execute the whole work in strict accordance with guidelines of SHA- AB PM-JAY.
- h) SHA- AB PM-JAY shall reserve the right to make any alterations in or additions to the original scope of work on mutually agreed terms. Any

additional work which the Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by SHA- AB PM-JAY.

- i) Any publicity by the Agency in which the name of SHA- AB PM-JAY is to be used should be done only with the explicit written permission of SHA- AB PM-JAY.

**SECTION 8. ANNEXURES**

---

## **ANNEXURE 1: COVER LETTER**

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of The Bidder].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that SHA- AB PM-JAY will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to SHA- AB PM-JAY any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of SHA- AB PM-JAY to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.



6. We declare that:
  - a) We have examined and have no reservations to the RFP, including any addendum issued by the SHA- AB PM-JAY.
  - b) We do not have any conflict of interest in accordance with the terms of the RFP.
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with SHA- AB PM-JAY or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
7. We understand that SHA- AB PM-JAY may cancel the selection process at any time and that SHA- AB PM-JAY is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
8. We declare that we are not directly or indirectly related to any other Bidder applying for selection as an Agency.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Partners/Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SHA- AB PM-JAY in connection with the selection of Agency or in connection with the selection process itself in respect of the abovementioned Project.
13. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of

whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

14. We agree to keep this offer valid for 180 (one eighty) days from the Proposal Due Date (PDD) specified in the RFP.
15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical Proposal is being submitted in a separate cover. The Financial Proposal  
has been/shall be submitted online as per the prescribed timeline set out in the RFP Document. This Proposal read with the Technical and Financial Proposal shall constitute the Proposal which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [*In full and initials*]: Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Bidder)

**ANNEXURE 2: AVERAGE ANNUAL TURNOVER OF BIDDER**

**Average Annual Turnover**

<b>SN</b>	<b>Financial years</b>	<b>Revenue (INR)</b>
1.	2017-18	
2.	2018-19	
3.	2019-20	
	Average Annual Turnover	

**Positive Net worth**

The Bidder has a Positive Net Worth in the last Three (3) Financial Years (i.e.2017-18, 2018-19 and 2019-20)

Note:

Kindly provide supporting audited financial statements (balance sheets, P&L statements, etc.). of the bidding organization/ firm

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone: Fax:

*(Name and seal of The Bidder)*

**ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL**

[Location, Date]

Date:

To,  
Chief Executive Officer  
State Health Agency- State Name (AB-PMJAY)  
Address:

Request for Empanelment for Recruitment Management Agency for SHA- AB PM-JAY

Dear Sir/Madam,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of The Bidder].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that SHA- AB PM-JAY will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to SHA- AB PM-JAY any additional information it may deemed necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of SHA- AB PM-JAY to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against The Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFP, including any addendum issued by the SHA- AB PM-JAY.
  - b) We do not have any conflict of interest in accordance with the terms of the RFP.
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable

practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with SHA- AB PM-JAY or any other public sector enterprise or any government, Central or State; and

- d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
7. We understand that you may cancel the selection process at any time and that SHA- AB PM-JAY is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
  8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory SHA- AB PM-JAY which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
  10. We further certify that no investigation by a court or regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Partners/Directors/ Managers/ employees.
  11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SHA- AB PM-JAY in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project.
  12. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
  13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
  14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of the Firm:

Address:

Telephone: Fax:

(Name and seal of The Bidder/Member in Charge)

**Please find herein attached below details of relevant experience:**

Assignment Name:	Approx. value of the contract
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total number of staff-months:
Address of Client:	Approx. value of the Recruitment Services (Payroll processing) provided by your firm
Start Date (Month/Year):	Completion Date (Month/Year):
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

**NOTE:** *Kindly provide supporting work order/ agreement/ project completion certification/ auditor certificate.*

**ANNEXURE-4: SELF-DECLARATION**

**{To be submitted on the letter head of the Bidder}**

To,  
Chief Executive Officer  
State Health Agency- State Name (AB-PMJAY)  
Address:

Date:

In response to the RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for empanelment of agency to provide Human Resource Recruitment Services to SHA-PMJAY, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding,

- a) Possesses the necessary professional, technical, financial, and managerial resources and competence required by the RFP document issued by the SHA-AB PM-JAY.
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP document.
- c) Have an unblemished record and is/are not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years.
- e) Is/are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- f) do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- g) do not have a conflict of interest which materially affects the fair competition.
- h) will comply with the code of integrity as specified in the RFP document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Government of (State Name), my/ our security may be forfeited in full; our proposal, to the extent accepted, may be cancelled and the SHA- AB PM-JAY may choose to blacklist me/us for a period it may deem fit.

Thanking you,

Authorized Signature *{In full and initials with Seal}*: Name and Title of Signatory: \_\_\_\_\_



Name of Bidder (*Firm/ Company's name*): In the capacity of:

Address:

Contact information (*phone and e-mail*):

Date & Time & Place:\_\_\_\_\_

**ANNEXURE 5: BLACKLISTING AND PENDING SUIT DECLARATION**

**(on non-judicial paper of Rs, 200/-duly notarized by Notary Public / First Class Magistrate)**

**AFFIDAVIT**

I / We.....(Full name in capital letters starting with surname), the Proprietor/ Partner /Managing Director / Holder of power of attorney of..... the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking.

1. It is declared that the firm .....is not declared insolvent any time in the past. Not debarred/black listed by either SHA- AB PM-JAY /central Govt. / state Govt. / Public sector undertaking/ any other Local body from start date of tender notice not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
2. It is further declared that the firm..... shall inform SHA- AB PM-JAY of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP.
3. The firm.....do hereby agree that if in future, it comes to the notice of SHA- AB PM-JAY/if it is brought to the notice of SHA that any disciplinary/ penal action due to violation of terms and conditions of the tender/RFP document which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in SHA- AB PM-JAY or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, SHA- AB PM-JAY will be at discretion to take appropriate action as its finds fit.

Full name and complete address with Signature

of Bidder WITNESS:

(1)Full Name .....

And Address .....

Signature .....

(2)Full Name .....

And Address .....

Signature .....

[Location, Date]

Please provide a certificate that the Agency have been in operation for a minimum of 5 years as on 01<sup>st</sup> September 2020 in the field of Manpower Consultancy Services and that the Agency has not been blacklisted by any Central/ State/ Public Sector undertaking in India.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone: Fax:

(Name and seal of The Bidder)

**ANNEXURE 6: FORM OF BANK GUARANTEE FOR PERFORMANCE  
SECURITY**

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank) Ref.:

Bank Guarantee:

Date: Dear Sir/Madam,

In consideration of .....[*Name of Client*] (hereinafter referred as the 'SHA- AB PM-JAY', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to [*name of Agency*] a [*provide nature of organisation*], established under laws of [*country*] and having its registered office at [*address*] (hereinafter referred to as the 'Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [*name of assignment*] Work order by issue of SHA- AB PM-JAY's Work order Letter of Award No. [*reference*] dated [*date*] and the same having been unequivocally accepted by the Agency, resulting in a work order/contract valued at Rs. [*amount in figures and words*] for [*Scope of Work*] (hereinafter called the 'Work order') and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [*amount in figures and words*] to the SHA- AB PM-JAY for performance of the said Agreement.

We [*Name of Bank*] incorporated under [*law and country*] having its Head Office at [*address*](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the immediately on demand an or, all monies payable by the Agency to the extent of Rs. [*amount in figure and words*] as aforesaid at any time up to [*date*] without any demur, reservation, contest, recourse, or protest and/ or without any reference to the Agency. Any such demand made by the SHA- AB PM-JAY on the Bank shall be conclusive and binding notwithstanding any difference between the SHA- AB PM-JAY and the Agency or any dispute pending before any Court, Tribunal, Arbitrator, or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the SHA- AB PM-JAY discharges this guarantee.

The SHA- AB PM-JAY shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. The SHA- AB PM-JAY shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SHA- AB PM-JAY and to exercise the same at any time in any manner, and either to

enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between the SHA- AB PM-JAY and the Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the SHA- AB PM-JAY of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the SHA- AB PM-JAY or any other indulgence shown by the authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the SHA- AB PM-JAY at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the client may have in relation to the Consulting

Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Agency/the Bank or any absorption, merger, or amalgamation of the Agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [*amount in figure and words*] and it shall remain in force up to and including [*date*] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by SHA- AB PM-JAY on whose behalf this guarantee has been given. Date this [*date in words*] day [*month*] of [*year in 'yyyy' format*] at [*place*].

WITNESS

1. [*signature, name and address*]

2. [*signature, name and address*]

[*Official Address*]

Designation

[*With Bank Stamp*]

Note:

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank

(Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the SHA.

**ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY TO AUTHORISED  
SIGNATORY**

**(On Non – judicial stamp paper of Rs 100 duly attested by  
notary public) POWER OF ATTORNEY**

Know all men by these present, we (*name and address of the registered office of the Bidder*) do hereby constitute, appoint and authorize Mr. /Ms.

\_\_\_\_\_ R/  
o

\_\_\_\_\_ (*name and address of residence*) who is presently employed with us and holding the position of as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the proposal/bid for providing Manpower Services as defined under this RFP for SHA- AB PM-JAY, Government of (State Name) for a period of (3) Three Years, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify 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.

This Power of Attorney shall be effective, binding, and operative till \_\_\_\_\_, if not revoked earlier or as long as the said Attorney is in the service of the organisation, whichever is earlier

Accept (*Signature*)

(*Name, Title and Address of the Authorized representative*) For \_

(*Signature*)

(*Name, Title and*

*Address*) Notes:

- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract

of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

---



## **Annexure 8: Service Agreement**

THIS AGREEMENT (hereinafter referred to as the “AGREEMENT”) made on this \_\_\_ day of 2020 at \_\_\_\_\_, India by and between

**SHA** through its \_\_\_\_\_, (hereinafter referred to as “SHA/ the Purchaser”) which expression shall unless repugnant to the context or meaning thereof mean and deemed to include its authorized representatives and permitted assigns of the FIRST PART and

\_\_\_\_\_ having its Office at \_\_\_\_\_ represented by its Authorized Signatory (hereinafter referred to as “the Vendor”/ “Service Provider/”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

- A. WHEREAS Purchaser issued an RFP Dated \_\_\_\_\_ 2020 “RFP”, since purchaser was desirous to procure Service Provider for providing the Services as defined in the Scope of Work as specified in Section 4 at contracted rates for provisioning of related services.
- B. AND WHEREAS \_\_\_\_\_ has been selected as the successful Bidder and has agreed to \_\_\_\_\_ provide Services as listed in RFP Document No \_\_\_\_\_ dated \_\_\_\_\_ 2020.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

#### **1. Definition and Interpretations**

In the Agreement the following words and expressions shall have the meaning hereby assigned to them, except where the context requires otherwise:

- i. “Agreement” shall mean this agreement together with all its Schedules and appendices and any amendments thereto made in accordance with the provisions herein read with terms of RFP
- ii. “Service Provider shall mean organization who is selected as the successful Bidder under in terms of RFP.
- iii. “Intellectual Property Rights / IPR” shall mean all rights, titles and interest in the patents, copyrights, trade secrets, operating practices / procedures, design rights, domain names, registered designs, trade and service marks (registered and unregistered), rights in know-how, rights in relation to databases, trade secrets, rights in relation to Confidential Information and all other intellectual property rights throughout the world including.
  - a. All registrations and pending registrations relating to any such rights and the benefit of any pending applications for any such registration; and
  - b. All reversions, extensions and renewals of any such rights.“Pre-existing work” shall mean any material / information which is: Created, developed and/or provided prior to the Effective Date of the Agreement by either Party; or Created, developed and / or obtained independently from third party by either Party and such material / information pre-exist the Agreement and has no relation / connection with the Agreement.
- iv. “Project” shall mean provision of services to SHA as per Volume 1 of the RFP.

2. In the Agreement words and expressions not defined herein shall have the same meanings as are respectively assigned to them in the RFP and Conditions of Contract.

3. Interpretation:

In the Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to the Agreement and to RFP
- b. use of any gender includes the other genders;
- c. references to a 'company' shall be construed to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. References to a 'person' shall be construed to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted from time to time;
- f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. references to a 'business day' shall be construed as a reference to a day as per English Calendar Month (other than National Holiday on which banks in the state of \_\_\_\_ are generally close for business);
- h. references to times are to Indian Standard Time;
- i. a reference to any other document referred to in the Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.
- k. Service Provider/ Successful Bidder/Agency has been used for the same entity i.e. bidder selected for the project under terms of the RFP
- l. All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

### **3. Ambiguities**

In case of ambiguities or discrepancies within the Agreement, the following principles shall apply:

- (i) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (ii) as between the provisions of the Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures;
- (iii) As between the provisions of RFP and any corrigendum issued thereafter, the provisions of the corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP;
- (iv) As between any value written in numerals and that in words, the value in words shall prevail

### **4. Priority of Documents:**

The following documents shall be deemed to form and be read and construed as part of the Agreement viz: \_\_\_\_\_

- (i) This Agreement read with Service Levels
- (ii) Non-Disclosure Agreement and Individual Undertaking
- (iii) Schedules and Annexures to the Agreement
- (iv) RFP Document No \_\_\_\_\_ 2020 along with subsequently issued Corrigendum
- (v) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

**5. Term:**

This Agreement shall come into effect on <\*\*\*> 2020 (hereinafter the 'Effective Date') and will be for a duration of \_\_\_\_\_ years. The decision of contract extension shall be solely at the option and discretion of SHA and will be binding upon the Service Provider and shall be read in reference to Section 7.1.14 of the RFP.

**6. Consideration:**

In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference. The Purchaser hereby covenants to pay the Vendor in consideration of the provision of Services in the manner prescribed in the RFP.

**7. Entire Agreement:** This Agreement with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

Notwithstanding anything stated in the Agreement, The Terms and Conditions as specified in the RFP shall be construed as part of the Agreement. In contradiction of any clause of the Agreement and RFP, the terms of RFP shall supersede this agreement to the extent the same has not been modified in terms of the Agreement or any amendment to Agreement thereto executed in writing between the Parties.

IN WITNESS WHEREOF, both the parties have set and subscribed their respective hands to this Agreement on the date and place first mentioned above, in the presence of following witnesses

For (SHA)  
Mr. <Name>  
<Designation>  
Seal

For Service Provider  
Mr. <Name>  
<Designation>  
Seal

Witness 1 (Name, Address, Ph: Designation): \_\_\_\_\_

Witness 2 (Name, Address, Ph: Designation):

**Annexure 9: Non-Disclosure Agreement**

THIS AGREEMENT is made on this the <\*\*\*> day of <\*\*\*> 20--- at <\*\*\*>, India.

BETWEEN

----- having its office at -----  
----- India hereinafter referred to as 'Purchaser' or 'SHA'  
or 'Disclosing Party', which expression shall, unless the context otherwise requires, include  
its permitted successors and assigns);

AND

<\*\*\*>, a Company incorporated under the Companies Act, 1956, having its registered office  
at <\*\*\*> (hereinafter referred to as 'the Service Provider/Receiving Party' which expression  
shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and  
individually as a 'Party'.

WHEREAS:

1. Purchaser is desirous to implement the project of -----.
2. The Purchaser and SERVICE PROVIDER have entered into an agreement in furtherance  
of the Project dated \_\_\_\_\_.
3. Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party")  
recognizes that they will disclose certain Confidential Information (as defined hereinafter) to  
the other Party ("Receiving Party").
4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving  
Party as the case may be and is being transferred to the Disclosing Party to be used only for  
the Business Purpose and hence there is a need to protect such information from  
unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances,  
representations and provisions set forth herein, the Parties hereto agree as follows:

**DEFINITIONS AND INTERPRETATION**

**1. Definitions**

Terms and expressions used in the Agreement (including the Introduction) shall have the  
same meanings set out in Agreement read with RFP.

**2. Interpretation**

In the Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses,  
subclauses, paragraphs of and schedules to the Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a 'company' shall be construed so as to include any company, corporation  
or other body corporate, wherever and however incorporated or established;
- (d) references to a 'person' shall be construed so as to include any individual, firm, company,  
government, state or Service Provider of a state, local or municipal authority or government  
body or any joint venture, association or partnership (whether or not having separate legal  
personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the

same as it may have been, or may from time to time be, amended, modified or reenacted;  
(f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;  
(g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <\*\*\*> are generally open for business;  
(h) references to times are to Indian standard time;  
(i) a reference to any other document referred to in the Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and  
(j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.

### **3. Measurements and Arithmetic Conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

### **4. Ambiguities within Agreement**

In case of ambiguities or discrepancies within the Agreement, the following principles shall apply:

- (a) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of the Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) as between any value written in numerals and that in words, the value in words shall of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to the Agreement, the Agreement and the Agreement shall be read together and construed harmoniously. In the event of any conflict between the Agreement and the Agreement, the provisions contained in the Agreement shall prevail over the Agreement.

### **5. Term**

This Agreement will remain in effect for perpetuity from the date of execution of the Agreement and/or Agreement ("Term").

### **6. Scope of the agreement**

- (a) This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications as specified in the RFP and such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.
- (b) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

### **7. Obligations of the receiving party**

The Receiving Party shall:

- (a) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, considering the nature of the Confidential Information, and

(b) grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.

(c) cause its employees to comply with the provisions of the Agreement and get an individual undertaking signed from its employees and/or associates as placed at Annexure 10 and such employees and/or associates shall be instructed, directed and guided by Service Provider to deal with Confidential Information in the same manner as stated in this Non-Disclosure Agreement and RFP. Service Provider shall promptly provide copies of such Individual Undertakings to Purchaser as and when demanded;

(e) prevent disclosure of Confidential Information to third parties;

(f) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:

(i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

(g) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.

(h) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

(i) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

(j) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

## **8. Exceptions to confidential information**

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

(a) was independently developed by or for the Receiving Party without reference to the Information provided by Disclosing Party.

(b) has become generally available in public domain without breach of confidentiality obligations of the Receiving Party; or

(d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

## **9. Ownership of the confidential information**

(a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

(b) By disclosing the Confidential Information or executing the Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

(c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of the Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under the Agreement.

(d) Execution of the Agreement and the disclosure of Confidential Information pursuant to the Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

## **10. Dispute resolution**

(a) If a dispute arises in relation to the conduct of the Agreement (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.

(b) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

(c) During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed as mutually decided between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held at **New Delhi**.

The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of **New Delhi** to entertain any disputes.

(b) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of the Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

## **11. Variation**

This Agreement may only be varied/amended in writing and signed by both Parties.

## **12. Waiver**

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the

observance and performance of any provision of or obligations under the Agreement: -

(a) shall be in writing

(b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement;

(c) shall be executed by a duly authorized representative of the Party; and

(d) shall not affect the validity or enforceability of the Agreement in any manner. \_\_\_\_\_

### **13. Exclusion of Implied Warranties**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

### **14. Entire agreement**

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to the Agreement are abrogated and withdrawn.

### **15. Severability**

If for any reason whatever, any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under the Agreement or otherwise.

### **16. No partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of the Agreement .

### **17. Third parties**

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in the Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to the Agreement .

### **18. Successors and assigns**

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

### **19. Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by the Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Purchaser:

Attn: <\*\*\*>

Tel:

Fax:

Email:

Contact:



With a copy to:  
If to the SERVICE PROVIDER:  
Attn. <\*\*\*>  
Phone: <\*\*\*>  
Fax No. <\*\*\*>

**20. Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to the Agreement shall be in writing and in the English language.

**21. Counterparts**

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of the Agreement.

**22. Mitigation**

Without prejudice to any express provisions of the Agreement on any mitigation obligations of the Parties, each of the Purchaser and the SERVICE PROVIDER shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the Agreement .

**23. Removal of difficulties**

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under the Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the SERVICE PROVIDER by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Purchaser by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

- 1.
- 2.

### **Annexure 10: Individual Confidentiality Undertaking**

I, [*Insert Name*], the undersigned, having [*Insert Staff Number*] acknowledge that as an employee/ staff of Agency, I will be working as a team member of the \_\_\_\_\_ project team which is providing, or shall provide (as applicable), certain [*Insert services to be provided*] (“**Services**”) to **State Health Agency** (“**SHA**”). I understand that I am an employee of .....(Name of the Agency) and that I have no contractual relationship with SHA. I also understand that I shall not have any right to claim any benefit or compensation or absorption or regularization of services with SHA as per applicable laws of India. I confirm that I have fully read and understood all the terms and conditions of the Non-Disclosure Agreement and Agreement dated [\_\_\_\_\_] (“**Agreement**”) executed between \_\_\_\_\_ and SHA in particular to the contents below. With effect from [*Insert the effective date of the NDA*], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalised terms contained in this letter shall have the meaning attributed to them under the Agreement and/or RFP.

Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

1. Save as required by law or professional regulation (in which case I will immediately inform the \_\_\_\_\_ to the extent not prohibited by law or regulation), I will not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee of \_\_\_\_\_ or other associated organizations and/or subsidiaries, other than those who need to access such information on a strict need to know basis.
2. If approached by any third party or employee/staff (where such employee/ staff do not require access to the Confidential Information on a need to know basis) to provide any Confidential Information relating to the Services, I will immediately inform the Project Manager and will not disclose any such information without his/ her written consent.
3. I will not remove or destroy any documents, data, files or working papers in whatsoever form (including and not restricted to any in electronic form) in respect of the Services, without the written consent of Project Manager.
4. I will not divulge or make known to any other person, either the password or the unique security password that is assigned to me
5. I will not leave my computer/laptop unattended while still connected in a remote session.
6. I will not discuss any information, status or condition of any SHA / PMJAY/NDHM/other convergence schemes related information with anyone, including another employee or staff of SHA, in a place or in a manner which may compromise the confidential nature of the information being provided from the SHA.
7. I understand that I am liable to be prosecuted if I publish anything without any official sanction any information that I may have acquired in the course of my tenure of an official appointment or retain without any official sanction any data, sketch, plan, model, article or official documents etc. which are not needed as part of my official duties.
8. In the event that I leave the employment of \_\_\_\_\_ or my association with \_\_\_\_\_ gets terminated, I will not discuss/ disclose thereafter any Confidential Information with/ to any other party.

I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with \_\_\_\_\_. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with \_\_\_\_\_. By my signature below, I acknowledge (i) receiving and understanding all the aspects and conditions of this declaration (ii) acceptance of my obligations arising out of this declaration and my agreement to fulfill the same.

(Signature)

Place:

Name in full .....

Designation:.....

Date :

Role for which deployed .....

Office where deployed .....

Signed before me: \_\_\_\_\_

(Details of the representative of the service provider company)

(Signature)

Name in full: .....

Designation:.....

Date .....

Seal of the Company .....