

National Health Mission, Uttar Pradesh
16-A.P. Sen Marg, Mandi Parishad Bhawan
Near Charbagh Railway station, Lucknow-226001

EOI No. PROC/HR Agency/EOI/2022

Date: 29.07.2022

EXPRESSION OF INTEREST FROM HR RECRUITMENT AGENCIES FOR EMPANELMENT AS AGENCIES FOR RECRUITMENT SERVICES THROUGH COMPUTER BASED TEST (CBT) FOR CONTRACTUAL POSITIONS UNDER NATIONAL HEALTH MISSION, UTTAR PRADESH

PART-I: GENERAL TERMS

National Health Mission, Uttar Pradesh invites 'Letters for Expression of Interest' from qualified and experienced HR Recruitment Agencies, having experience of **conducting computer based test (CBT)** who wish to be empaneled to provide "HR Recruitment services for contractual staff under the National Health Mission (NHM), Uttar Pradesh". **"HR Recruitment Agencies" shall mean only "Registered Firms and Companies"**.

The objective of this call for Expression of Interest is to empanel competent HR Recruitment Agencies, which the National Health Mission, Uttar Pradesh could engage. The National Health Mission, Uttar Pradesh intends to draw up a panel of competent agencies. All technically eligible agencies meeting the criteria as mentioned in the EOI will be empaneled. All the Empaneled HR Recruitment Agencies will be eligible to participate in the closed tender (Request for Proposals for LCBS or QCBS) for selection of HR Recruitment Agencies for the Recruitment drives.

Depending on their recruitment needs, National Health Mission, Uttar Pradesh will request these empaneled agencies for bids, as and when required.

Detailed eligibility & other criteria are listed in this EOI document. The agencies fulfilling the requisite criteria are required to submit their proposal as per the timelines detailed in the table below. This EOI does not constitute an offer and is issued with no guarantee for any definite volume of work or any particular service at any time or throughout the period of empanelment. National Health Mission, Uttar Pradesh reserves the right to modify, expand, restrict, scrap, refloat or cancel the EOI at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will not be considered.

1.	EOI document availability / time	29.07.2022, 1400 Hrs
2.	Consultation meeting date / time	06.08.2022, 1400 Hrs
3.	Last date and time for receipt of bids	22.08.2022, 1800 Hrs
4.	Date and time for opening of Prequalification-cum-technical bid	24.08.2022, 1500 Hrs
5.	EOI fee	A non-refundable fee of INR 25,000/- through demand draft payable in favour of State health Society, payable on any scheduled commercial bank in Lucknow.
6.	Service to be provided	HR Recruitment services
7.	Period / Extension of empanelment	Three years from the date of empanelment with an option of further extension upto a maximum of two years, at the same terms and conditions, subject to provision of satisfactory services and at the sole discretion of MD, National Health Mission, Uttar Pradesh.
8.	Validity of EOI offers	180 days from date of submission of technical bid.
9.	Bid Security (EMD) amount	INR 15,00,000/-

Mission Director,
National Health Mission, Uttar Pradesh
16-A.P. Sen Marg, Mandi Parishad Bhawan
Near Charbagh Railway station, Lucknow-226001

PART-II: BACKGROUND

1. SERVICES TO BE PROVIDED:

National Health Mission, Uttar Pradesh intends to select Human Resource Agency for the following work:

- Recruitment for vacant contractual positions already identified by the Nodal Authority.
- Designing a prioritized work plan for recruitment and selection of the candidates. This will consist of screening, selection and recruitment of candidates for the vacant positions.

The Agency will support and assist the Nodal Authority as per the scope of work set out below.

2. SCOPE OF WORK FOR RECRUITMENT

The deliverables include the following:

2.1. Deployment of the Agency team and project inception meeting

- 2.1.1. Ensure that the Agency team (04-05 members), including all the experts (especially having expertise in reservation roster w.r.t State of UP) requested by the Nodal Authority is deployed at Lucknow within 20 days from the Effective Date and that each team member is well aware of their roles and responsibilities and the same is communicated to the Nodal Authority.
- 2.1.2. Organize a project inception meeting with the Nodal Authority prior to every recruitment cycle, and other departments required to be working with the Agency, to align all stakeholders on the contract terms and scope of work.

2.2. Recruitment for vacant contractual positions already identified by the Nodal Authority

- 2.2.1. Understanding the vacant positions already identified by the Nodal authority across cadres (all NHM paramedical, managerial, administrative, and clerical cadres etc.), levels and projects and the estimated number of such positions identified by Nodal Authority across various cadres and levels. Agency should be well versed with applicability of reservation roster as per guideline of Govt. of Uttar Pradesh and the agency should ensure that they have all the related GOs and guidelines for the same.
- 2.2.2. Designing Application form and accordingly development of online application portal for inviting the application from the candidates along with taking the location preference (District, PSCs, training centers, etc.) simultaneously.
- 2.2.3. Well established Call Center shall be established by Agency after opening of Online Portal for accepting applications till the closure of recruitment drive, where issues of candidates shall be addressed and resolved through Email and Call.
- 2.2.4. A mock video link will be shared with candidates prior ten days of CBT, wherein sample questions/answers shall be uploaded for practice purpose.
- 2.2.5. At each Center, invigilators shall be appointed from other hired Centers. Invigilators belongs to Center can't be appointed in same Center.
- 2.2.6. A brief Training Session shall be organized by Agency regarding orientation and training, wherein District Magistrate nominated officials, other District level officials and concerned State level members shall participate.
- 2.2.7. CCTV Cameras/Jammers/IRIS scanning at each Center shall be ensured by Agency.

- 2.2.8. Carrying out the Screening, Selection and Recruitment of Candidates followed by Document verification Process (DVP).
- 2.2.9. In addition to the existing vacancies identified, the Nodal Authority can put forward Ad-hoc requests, time to time for additional vacancies (identified by Nodal Authority) which are critical in nature and need to be accommodated on priority.
- 2.2.10. The following guidelines will be followed for such Ad-hoc vacancies:
 - 2.2.10.1. Requests put forward within the first 30 days of the recruitment cycle need to be closed within that recruitment cycle; those put forward post the above defined timeline will be considered for the subsequent cycle.
 - 2.2.10.2. Such Ad-hoc vacancies shall not exceed 20% of total vacancies to be closed by the agency in the recruitment cycle.

2.3 Screening, Selection and Recruitment of Candidates

- 2.3.1. Review and revision (if required) of Job description for the vacant positions under the purview of this project and designing them where it is not already defined.
- 2.3.2. Drafting and finalizing the recruitment advertisement (including Press advertisement and Detailed advertisement including reservation roster), in consultation with the Nodal Authority.
- 2.3.3. Reaching out to potential candidates through the following channels:
 - Drafting, designing and releasing advertisement(s) on Social mediaplatforms;
 - Content creation and releasing bulk messages;
 - Making calls for potential candidates for inviting application; and
 - Other innovative outreach activities as may be required.
- 2.3.4. Developing Application Forms and other templates.
- 2.3.5. Collecting the applications of all the candidates through the online recruitment management system.
- 2.3.6. **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).
- 2.3.7. Opening of a Grievance redressal window for three days for rejected candidates in screening for accepting their version and review if necessary.
- 2.3.8. Preparing list of candidates who are eligible for Computer Based Test (CBT)/Skill Assessment/ Other Tests/interview.
- 2.3.9. Issuing and mailing call letters to the candidates to appear for Computer Based Test (CBT) / Skill Assessment / Online Computer Test / Group Discussion (as applicable) and interview, through/SMS/ telephone / e-mail/web portal.
- 2.3.10. Liaising with relevant officials and making local logistical arrangements for Computer Based Test (CBT) / 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 District/Divisional/State level. The Authority may provide adequate support for logistics, as required.
- 2.3.11. Identification of areas of assessment (based on conditions of recruitment of advertised posts) to be included Computer Based Test (CBT), in consultation with Nodal authority.
- 2.3.12. Preparation and sharing tentative syllabus for each vacant post and after confirmation by the Nodal authority, finalization of question papers and maintenance of absolute

confidentiality of the same in other related arrangements for smooth conduct of Computer Based Test (CBT)s.

- 2.3.13. Arrangement of qualified external invigilator for the examination conducted in smooth and transparent manner at District/Divisional/State level.
- 2.3.14. Attendance, Registration Process of candidates appearing for Computer Based Test (CBT)
- 2.3.15. Evaluation & preparation of Program wise/Sub Program, Position wise, category wise merit lists in the required formats, maintaining sanctity and confidentiality of the entire process.
- 2.3.16. Preparation of Scoring Sheets and other required formats and organizing Interviews under the guidance of Nodal authority.
- 2.3.17. Conduct any other selection process as defined by the Nodal Authority.
- 2.3.18. Preparation of Final Results along with waitlist and allocation of location to shortlisted candidates as per merit obtained (District, PSCs, training centers, etc.).
- 2.3.19. Issuance of offer letter to the selected shortlisted candidates.
- 2.3.20. Follow up with the selected shortlisted candidates and Nodal authority and facilitate the process of joining.
- 2.3.21. Keeping a track of and coordinating the on boarding of candidates to whom offer letters were issued and agency shall compile and share the joining status of shortlisted candidates with Nodal authority and accordingly eligible category wise waitlist shall be issued based on joining of candidates.
- 2.3.22. Maintaining recruitment data on their own hand for at least 05 years and to provide data to Nodal authority as and when required for resolving RTIs, IGRS and court cases.

PART-III: BIDDING TERMS AND PRE-QUALIFICATION CRITERIA

3. EMPANELMENT OF SUCCESSFUL BIDDER (HR Recruitment Agency)

The successful applicants would be empaneled based on their technical scores (as per Annexure IX). The applicants who score minimum 60 marks, would only be empaneled.

4. GENERAL INSTRUCTIONS

- 4.1. Interested agencies can upload their duly completed EOI proposal on or before **22.08.2022, 1400 Hrs** on the e-tender portal.
- 4.2. The proposal should be submitted strictly as per prescribed format along with documents in support of information submitted therein by the applicant.

5. SUBMISSION OF PROPOSAL

- 5.1. The EOI duly signed by the authorized person in blue ink on every page including annexures before converting them into PDF and uploading them on e-tender portal.
- 5.2. A duly authorized representative of the agency should sign the EOI. It shall be certified that the person signing the EOI is empowered to do so on behalf of the Agency.
- 5.3. The Agency shall fill in the proposal neatly and accurately. Any corrections or overwriting would render the proposal invalid.
- 5.4. Conditional offers/ offers that are not in conformity to the prescribed document will be summarily rejected as non-responsive and EMD of such agency will be forfeited.
- 5.5. The details of the EOI fee and EMD should be submitted online along with technical document and the original DD/Bank Guarantee (as applicable) should be submitted

before bid opening date & time. In case of non-compliance, the bid will be treated as non-responsive and rejected.

6. CONSULTATION MEETING (Pre-Bid)

A Consultation meeting will be held on **06.08.2022, 1400 Hrs** to discuss the EOI and clarify doubts (if any) to potential agencies through **Zoom [zoom link]**.

Topic: Consultation Meeting for EOI for Empanelment of HR Agency for NHM UP

Time: Aug 6, 2022 02:00 PM India

Join Zoom Meeting

<https://us02web.zoom.us/j/82789230294?pwd=STZ2b2VEWUxDUW4xTTFoVINRRnZvUT09>

Meeting ID: 827 8923 0294

Passcode: 808150

Based on discussions held during the pre- Qualification meeting, amendments / clarifications (if any) in the EOI Document will be uploaded on the e-tender portal. Applicants are requested to visit the portal on regular basis for updates in this regard.

7. EOI EVALUATION

- 7.1. The EOIs will be opened on **24.08.2022, 1500 Hrs** and the applicants are at liberty to be present personally or through their authorized representative (1 representative per bidder) at the time of opening of the EOIs.
- 7.2. The Technical Committee appointed by National Health Mission, Uttar Pradesh shall evaluate the EOIs as per criteria of the EOI document. All technically eligible agencies will be empaneled. All the Empaneled HR Recruitment Agencies will be eligible to participate in the closed tender for selection of HR Recruitment Agencies.
- 7.3. Depending on their recruitment needs, National Health Mission, Uttar Pradesh will float limited RFP/request these empaneled agencies for financial bids, as and when required.
- 7.4. The technically qualified agencies will be empaneled for a period of Three Years. The Empanelment may be further extended upto a maximum of Two Years, with same terms and conditions, subject to provision of satisfactory services and at the sole discretion of MD, National Health Mission, Uttar Pradesh.

8. EMPANELMENT PROCESS

- 8.1. The HR Recruitment Agency will be empaneled, by conveying acceptance of their proposal by National Health Mission, Uttar Pradesh.
- 8.2. All the terms and conditions as stated in the EOI documents and Annexures would constitute the terms of agreement.
- 8.3. The final list of Empaneled HR Recruitment Agencies will be kept with National Health Mission, Uttar Pradesh. Depending on their recruitment needs, National Health Mission, Uttar Pradesh will float limited RFP/request these empaneled agencies for financial bids, as and when required.
- 8.4. Final selection of agencies and awarding contracts for their recruitment needs will be decided by MD, National Health Mission, Uttar Pradesh.

9. TECHNICAL CRITERIA FOR EMPANELMENT OF RECRUITMENT AGENCIES

- 9.1. The HR Recruitment Agency (Registered firm or incorporated under the Companies Act),

with the business, inter-alia, of providing HR Recruitment Services is eligible to participate in the empanelment. The certificate of incorporation is to be submitted along with the response.

- 9.2. The Agency should have minimum 3 years' experience of successfully conducting recruitment and placement of professionals through Computer Based Test (CBT) (attach supportive documents), including Recruitment /Selection activities for Govt./ Semi-Govt./ Regulatory commission /Tribunal /Statutory Authority /Public Sector Undertakings (Central and State) / central or state government owned public management or technical institutes, during last five years preceding the bid due date.
- 9.3. The Agency should have conducted atleast one recruitment project through Computer Based Test (CBT) in last five years preceding the bid due date for Govt./ Semi-Govt./ Regulatory commission / Tribunal / Statutory Authority / Public Sector Undertakings (Central and State) / central or state government owned public management or technical institutes. The total number of applicants processed, in recruitment project through Computer Based Test (CBT) should have been – **20,000 or more**. (Attach supportive documents containing number of positions advertised/applications processed/ professional successfully recruited).
- 9.4. The bidder should not have been barred or blacklisted by the Government of India, Government of Uttar Pradesh or Union Territory or any State Government in India for breach of Contractual Conditions and the debarment/blacklisting should not subsist as on bid submission due date. Any entity which has been barred/blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Bid due-date, the entity would not be eligible to submit their Bid.
- 9.5. Also, the bidder should not have been convicted/charge-sheeted for any criminal offence. Any Entity which has been convicted for any criminal offence shall not be eligible to submit their bid.
- 9.6. The HR Recruitment Agency should have a minimum average turnover of **Rs 9 (Nine) crores** for the last three financial years (FY 2019-20, 2020-21 & 2021-22). Audited financial statement for last three financial years (FY 2019-20, 2020-21 & 2021-22) should be submitted along with the technical proposal. In case of non-availability of audited financial statements for FY 2021-22, kindly provide self-declaration/undertaking regarding non-availability of the same, along with provisional chartered accountant-certified statements with UDIN no.
- 9.7. The Agency should have PAN, GST registration and registrations under applicable laws and should submit copies of the same.
- 9.8. **Consortium bidding in any condition shall not be allowed at any stage.**
- 9.9. The Agency should submit satisfactory performance report/letter for the past 5 years from at least three (3) of their clients in Govt./ Semi-Govt./ Regulatory commission / Tribunal / Statutory Authority / Public Sector Undertakings (Central and State) / central or state government owned public management or technical institutes for recruitment projects through CBT based selection as per the format enclosed at (Annexure: III).

10. Conflict of Interest

A bidder shall not have a conflict of interest that may affect the selection process or the discharge of responsibilities. Any bidder found to have a Conflict of Interest shall be

disqualified. In the event of disqualification, the Nodal Authority shall forfeit and appropriate the Bid security/ Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Authority for, inter alia, the time, cost and effort of the Nodal Authority including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to the Nodal Authority hereunder or otherwise.

10.1. The Nodal Authority requires that the HR Recruitment Agency provides professional, objective, and impartial advice and at all times hold the Nodal Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The HR Recruitment Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Nodal Authority.

10.2. a bidder shall be deemed to have a Conflict of Interest affecting the selection process, if:

- (a) the bidder, its Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) A constituent of such Bidder is also a constituent of another Bidder; or
- (c) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (d) Such Bidder has the same legal representative for purposes of this bid as any other Bidder; or
- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- (f) There is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. In case a bidder is participating as a monitoring agency in any of the Contracts under the purview of this EOI, such a

Bidder is automatically ineligible for applying for this bid. In addition, while providing consultancy services to the Nodal Authority for this particular assignment, the HR Recruitment Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (g) For purposes of this EOI, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Bidder (the "Associate"); provided, however, that if the Bidder has any formal arrangement such as consortium membership in a consortium of advisers/ applicants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Bidder solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

11. VOLUME OF WORK

National Health Mission, Uttar Pradesh do not guarantee any definite volume of work or any particular service at any time or throughout the period of empanelment. It will be at the sole discretion of MD, National Health Mission, Uttar Pradesh to engage the agency for recruitment, as and when required.

12. INDEMNITY

The HR Recruitment Agency shall keep indemnified and hold harmless, National Health Mission, Uttar Pradesh and their Officials from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Empanelment or arising from any breach or non-compliance whatsoever by the HR Recruitment Agency or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

13. EARNEST MONEY DEPOSIT/BID SECURITY

- 13.1. The applicant is required to deposit, along with its bid, a bid security of **INR 15,00,000/-** (Fifteen Lakhs. rupees) in the form of a bank guarantee as specified in Annexure - VII, from any scheduled commercial bank with a validity of 180 (one hundred and eighty) days from the Bid due-date.
- 13.2. The EMD of all the participated agency(s) will be refunded after the empanelment process, unless forfeited as damages without prejudice to any other right or remedy that may be available to the Nodal Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 20 of this EOI;
 - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this EOI and as extended by mutual consent of the respective Bidder(s) and the Nodal Authority;
 - (c) In the case of the Selected Bidder, if it fails within the specified time limit -

- (i) To sign and return the duplicate copy of Letter of Empanelment (LOE);
- (ii) To sign the Agreement;
- (d) As per the relevant provisions of the EOI and Agreement.

14. PERFORMANCE SECURITY (Applicable at the time of allotment of work)

- 14.1. The Selected Bidder shall submit a Performance Security of 3% of the total estimated contract cost, in the form of a bank guarantee from a scheduled commercial bank as specified in Annexure - X to be valid for a period of 180 days from expiry of the Agreement Period.
- 14.2. The Bidder, by submitting its bid pursuant to this EOI, shall be deemed to have acknowledged that without prejudice to the Nodal Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security shall be forfeited and appropriated by the Nodal Authority as the mutually agreed pre- estimated compensation and damage payable to the Nodal Authority for, inter alia, the time, cost and effort of the Nodal Authority in regard to the EOI including the consideration and evaluation of the Bid under the following conditions:
- (a) If a Bidder engages in any of the Prohibited Practices specified in Clause 20 of this EOI;
 - (b) If the Bidder is found to have a Conflict of Interest as specified in Clause 10; and
 - (c) If the selected Bidder commits a breach of the Agreement.

15. OTHER TERMS AND CONDITIONS

- 15.1. Acknowledgement of understanding of terms – By submitting an EOI, each applicant shall be deemed to acknowledge that it has carefully read and understood all sections of this EOI documents, including all forms, and annexures hereto, and has fully informed itself of all existing conditions and limitations.
- 15.2. Any changes in the terms of the document can only be made in writing and by mutual agreement. This Empanelment, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.
- 15.3. Any notice, request, or consent made pursuant to this Empanelment shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post/courier/e-mail to an authorized representative of the Party.
- 15.4. Any action required or permitted to be taken, and any document required or permitted to be executed, under this empanelment, by National Health Mission, Uttar Pradesh or the HR Recruitment Agency, may be taken or executed by the officials authorized in this regard.

16. COMMENCEMENT, COMPLETION, MODIFICATION, AND DE-EMPANELMENT

- 16.1 This empanelment shall come into effect from the date of issuance of letter of empanelment by National Health Mission, Uttar Pradesh.
- 16.1.1. **Provision of Services:** The empaneled Agency will provide recruitment services to National Health Mission, Uttar Pradesh, as per terms and conditions of the contract, to be entered, between the agency and National Health Mission, Uttar Pradesh.
- 16.1.2. **Expiration of Empanelment:** Unless terminated earlier, this period of Empanelment shall expire at the end of such time period after the effective date as

specified.

16.1.3. **Subletting:** The HR Recruitment Agency shall not sublet, transfer or assign the empanelment or any part thereof to other party. In the event of the HR Recruitment Agency contravening this condition, National Health Mission, Uttar Pradesh shall be entitled to terminate the empanelment. National Health Mission, Uttar Pradesh will get the work (assigned to such agency, if any) done through other party at the risk & cost of the HR Recruitment Agency. In such case the EMD of the selected HR Recruitment Agency, will be forfeited. Though for Computer Based Test (CBT), HR Recruitment Agency are allowed to hire/involve technical agency for IT platform services.

16.2. De-empanelment

16.2.1. **By National Health Mission, Uttar Pradesh:** National Health Mission, Uttar Pradesh may de-empanel, by not less than Seven (7) days written notice of termination to the HR Recruitment Agency, to be given after the occurrence of any of the events specified below in clauses (16.2.1.1) through (16.2.1.6):

16.2.1.1. If the HR Recruitment Agency commits breach of empanelment or do not remedy/ rectify a failure in the performance of their obligations under the Empanelment.

16.2.1.2. If the HR Recruitment Agency become insolvent or bankrupt;

16.2.1.3. If the HR Recruitment Agency is unable to perform a material portion of the Services for a period of not less than Seven (7) days; or

16.2.1.4. If National Health Mission, Uttar Pradesh, in its sole discretion, decides to decommission the panel at any stage.

16.2.1.5. In the event of a report of unsatisfactory service from National Health Mission, Uttar Pradesh, after taking into consideration any other fact as may be relevant, on a case-to-case basis.

16.2.1.6. In the event of violation of any of the terms & conditions of empanelment by the agency,

16.2.1.7. The EMD shall stand forfeited in addition to blacklisting of HR Recruitment Agency for a period of 2 years.

16.2.2. **By HR Recruitment Agency:** The HR Recruitment Agency may terminate the empanelment, by not less than Thirty (30) days' written notice to National Health Mission, Uttar Pradesh, provided no recruitment process is in progress/pending with National Health Mission, Uttar Pradesh.

17. OBLIGATIONS OF THE HR RECRUITMENT AGENCY

17.1. The HR Recruitment Agency shall perform the services, as agreed to between the agency and National Health Mission, Uttar Pradesh and carry out their obligations with all honesty, due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The HR Recruitment Agency shall always act, in respect of any matter relating to this Empanelment or to the Services, as faithful advisers to National Health Mission, Uttar Pradesh, and shall at all times support and safeguard National Health Mission, Uttar Pradesh legitimate interests in any dealings with the third parties.

- 17.2. Except the fees paid by Recruiting Organization for the recruitment related work under the contract awarded, the HR Recruitment Agency shall not accept, for their own benefit, any trade commission, discount, or similar payment or any other benefits in connection with activities of Recruitment under the Empanelment, and the HR Recruitment Agency shall use their best efforts to ensure that the personnel or agents too shall not receive any such payment/benefit.
- 17.3. Neither the HR Recruitment Agency nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.
- 17.4. **Confidentiality and Non-disclosure Agreement:** The HR Recruitment agency shall not, without prior written consent of National Health Mission, Uttar Pradesh, at any time divulge or disclose to any person or use for any purpose unconnected with the implementation of the assignment, any information concerning the assignment, the services, Proprietary Material except to their respective officers, directors, employers, agents, representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.
- This Clause shall not apply to information:**
- 17.4.1.1. Already in the public domain, otherwise than by breach of this Agreement.
- 17.4.1.2. Already in the possession of the receiving Party before it was received from the other Party in connection with this EOI and which was not obtained under any obligation of confidentiality; or
- 17.4.1.3. Obtained from a third Person who is free to divulge the same and which was not obtained under any obligation of confidentiality.
- 17.5 The HR Recruitment Agency shall obtain NHM, Uttar Pradesh prior approval in writing wherever necessary.
- 17.6 Documents submitted by the HR Recruitment Agency along with EoI to be the Property of National Health Mission, Uttar Pradesh. All plans, charts, specifications, designs, reports, and other documents and softcopies submitted by the HR Recruitment Agency shall become and remain the property of National Health Mission, Uttar Pradesh. The HR Recruitment Agency may retain a copy of such documents, for future use.
- 17.7 **Removal and/or Substitution of Personnel:** If National Health Mission, Uttar Pradesh finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) report is received by National Health Mission, Uttar Pradesh regarding dissatisfactory performance of any of the Personnel, then the HR Recruitment Agency shall, at National Health Mission, Uttar Pradesh written request specifying the grounds thereof provide suitable substitute of the personnel. The HR Recruitment Agency shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of Personnel.
- 17.8 In case of any default/mischief/deliberate error in recruitment /Non-transparent selection process by HR Recruitment Agency, then National Health Mission, Uttar Pradesh will investigate on the issue and if the recruitment agency found guilty, then National Health Mission, Uttar Pradesh will take strict administrative and/or legal action against the HR Recruitment Agency.

18. OBLIGATIONS OF THE NATIONAL HEALTH MISSION, UTTAR PRADESH

National Health Mission, Uttar Pradesh shall provide the HR Recruitment Agency such reasonable assistance as may be required in order to carry out the assignment.

19. PAYMENTS TO THE HR RECRUITMENT AGENCY

The HR Recruitment Agency will be paid at the rates and in accordance with the terms & conditions as specified in the limited tender floated amongst the empaneled HR agencies.

20. CORRUPT OR FRAUDULENT PRACTICES

- 20.1. National Health Mission, Uttar Pradesh expect the highest standard of transparency, integrity and ethics during the selection and executions of duties.
- 20.2. In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:
 - 20.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in empanelment execution;
 - 20.2.2. "Fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of an empanelment to the detriment of National Health Mission, Uttar Pradesh. Submission of forged documents in connection with this EOI;
 - 20.2.3. "Collusive practice" means a scheme or arrangement between two or more HR Recruitment Agencies, with or without the knowledge of National Health Mission, Uttar Pradesh (prior to or after proposal submission) designed to establish bid prices at artificial non-competitive levels; and
 - 20.2.4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of empanelment.
- 20.3. It is further provided that National Health Mission, Uttar Pradesh will reject the proposal, forfeit the EMD and blacklist the HR Recruitment Agency for a period of 2 years if it is found that the HR Recruitment Agency has engaged in any of practices mentioned under section 20.2.
- 20.4. National Health Mission, Uttar Pradesh reserve the right to inspect the accounts and records of the HR Recruitment Agency relating to the performance under the empanelment and to have them audited by auditors appointed by National Health Mission, Uttar Pradesh.

21. SCOPE OF SERVICE

In performing the terms & conditions under the empanelment, the HR Recruitment Agency shall at all times act as an Independent HR Recruitment Agency. The empanelment does not in any way create a relationship of principal and agent between National Health Mission, Uttar Pradesh and the HR Recruitment Agency. The HR Recruitment Agency shall not act or attempt or represent itself as an agent of National Health Mission, Uttar Pradesh. The employees of the HR Recruitment Agency shall never, under any circumstances whatsoever, be entitled to claim to be the employees of National Health Mission, Uttar Pradesh.

22. ARBITRATION

All disputes, if any, arising amongst the empanelment process shall be resolved by arbitration. The arbitration shall be conducted in English language and the venue of arbitration shall be in Lucknow, Uttar Pradesh. The sole arbitrator will be appointed by National Health Mission, Uttar Pradesh, whose decision in this regard will be final & binding.

23. JURISDICTION

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

**FORMAT FOR SUBMITTING EXPRESSION OF INTEREST BY HR RECRUITMENT
AGENCIES
(To be submitted on Agency's letterhead under signature of the authorized
person)**

To,

Mission Director,
National Health Mission, Uttar Pradesh
16-A.P Sen Marg, Mandi Parishad Bhawan
Near Charbagh Railway station, Lucknow-226001

Dear Sir/Madam,

I/We, _____, hereby submit that the information submitted are correct & to the best of my/our knowledge & belief. My/Our Agency has not been debarred by any Govt./ Semi-Govt./ Regulatory commission / Tribunal / Statutory Authority / Public Sector Undertakings (Central and State) / central or state government owned public management or technical institutes for handling recruitment process in last 5 years. In case of any information/documents found to be false, fake or incorrect, National Health Mission, Uttar Pradesh is free to take action against my/our Agency as deemed fit by them.

I/we hereby declare that during the currency of the empanelment of my agency, I/we will not engage in any activity that may conflict with the terms and conditions of the current EOI.

(Signature of Authorized person with seal)

Date:

Place:

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

Attached herewith:

1. Agency Details
 - a) Executive Summary of the Agency
 - b) Name of the Recruitment Agency, Address with telephone and Fax no.
 - c) Details of registration/ incorporation of agency
 - d) Organization structure with location details in India and human resource details.
 - e) Annual turnover of last three financial year (audited financial statement of last 3 years to be enclosed. In case of non-availability of audited financial statements for FY 2021-22, kindly provide self- declaration/undertaking regarding non-availability of the same, along with provisional chartered accountant-certified statements)
 - f) PAN No. (attach documentary evidence)
 - g) GST Registration No. (attach documentary evidence)
 - h) Nos. of Recruitment Experts on the permanent roll of agency and panel of the Agency (Enclose detailed profile of at least 3 Recruitment Experts)
2. Details of recruitment services provided in Govt./ Semi-Govt./ Regulatory commission /

Tribunal / Statutory Authority / Public Sector Undertakings (Central and State) / central or state government owned public management or technical institutes during last five years preceding Bid due date for CBT based selection (Attach supportive documents- number of positions advertised/applications processed/ professional successfully recruited and placed) – Annexure II

3. Satisfactory performance reports from clients from Govt./ Semi-Govt./ Regulatory commission / Tribunal / Statutory Authority / Public Sector Undertakings (Central and State) / central or state government owned public management or technical institutes on letterhead (format as per Annexure: III)
4. Annual turnover of last three financial years (Annexure: IV)
5. Representative Authorization Letter (Attach documents) (Annexure: V)
6. Self-declaration (Annexure: VI)
7. Bid Security (EMD) of INR 15,00,000/- (Annexure-VII)
8. Acceptance of terms & Conditions mentioned in the EOI (Annexure: VIII)

Annexure: II

Details of completed Projects through Computer Based Test (CBT) by Agency in last five years

Sr. No.	Project Name	No. of HR recruited	No. of Applicants enrolled	Duration of Project	Date of commencement of Project	Date of Completion of Project	Ongoing or completed
1							
2							
3							
4							
5							
n.							

Note: Add rows if required.

1. Attach proof of experience as copy of work order and certificate of completion of such projects in the last 5 years from the bid due date.



Certificate of Satisfactory Services

To Whomsoever It May Concern

This is to certify that (Name of the agency) has conducted recruitment assignment for..... (type/level of positions), (Numbers of applications processed / positions recruited) dated (dd/mm/yy), through Computer Based Test (CBT) which included (Advertisement/shortlisting/evaluation/result-declaration/any other services)

We can confirm that the services provided to us were satisfactory.

Official stamp
Date:

Signature of Competent Authority
Full Name:
Name of the Company:
Designation:
Contact details:
Email id:

TURNOVER OF THE BIDDER FOR THE PERIOD FROM 2019-20 to 2021-22

[Using the format below, provide information of the turnover of your firm]

Turnover of the BIDDER for the period from 2019-20 to 2021-22	
Financial Year	Turnover from operations in India (in INR Crore)
2019-20	
2020-21	
2021-22	
<p>Note:</p> <p>Supporting documents to be attached:</p> <ul style="list-style-type: none"> - Extracts from the audited Balance sheet and Profit & Loss statement; or Certificate from the statutory auditor of the Bidder from financial years 2019-20 to 2021-22 -In case of non-availability of audited financial statements for FY 2021-22, kindly provide self- declaration/undertaking regarding non-availability of the same, along with provisional chartered accountant-certified statements 	

Representative Authorization Letter

To,

Mission Director,
National Health Mission, Uttar Pradesh
16-A.P Sen Marg, Mandi Parishad Bhawan
Near Charbagh Railway station, Lucknow-226001

Sir/Madam,

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

Thanking you,

Authorized Signatory

Representative Signature _____

Self-Declaration

To,

Mission Director,
National Health Mission, Uttar Pradesh
16-A.P. Sen Marg, Mandi Parishad Bhawan
Near Charbagh Railway station, Lucknow-226001

Sir/Madam,

1. I, the undersigned, do hereby certify that all the statements made in our bid are true and correct.
2. The undersigned hereby certifies that neither our _____ (*Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India*) M/s _____ nor any of its Directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government or Government of India during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our _____ (*Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India*) M/s _____ nor any of its Directors / President / Chairperson / Trustee have been debarred / blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a. Our _____ (*Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India*) M/s _____ has not been criminally indicted or punished for any offence, nor is/are any criminal case(s) pending before any Competent Court; and/or
 - b. The Directors / President / Chairperson / Trustee of our _____ (*Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India*) M/s _____ criminally indicted or convicted of any offence nor is/are any criminal case(s) or pending before any Competent Court.
 - c. We have not been found guilty and are not found to be involved in any pending /ongoing CBI or Criminal Litigations. In case of any pending /ongoing litigation(s) of the aforementioned nature, involving our _____ (*Please mention: OPC / Company /*

Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India), we agree to declare the same.

5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Mission Director, NHM, UP, to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Mission Director, National Health Mission, Uttar Pradesh.

(Signature of the Authorized Signatory)

(Name and Designation of Authorized Signatory)

Company Seal

Annexure -VII

Format for Bid Security (Bank Guarantee)

B.G. No.

Dated:

1. In consideration of you, the **National Health Mission, Uttar Pradesh** having its office at **16-A.P. Sen Marg, Mandi Parishad Bhawan, Near Charbagh Railway station, Lucknow - 226001** (hereinafter referred to as the "Nodal Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the EOI of _____ and having its registered office at _____ (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the EMPANELMENT AS AGENCIES FOR RECRUITMENT SERVICES THROUGH COMPUTER BASED TEST (CBT) FOR CONTRACTUAL POSITIONS UNDER NATIONAL HEALTH MISSION, UTTAR PRADESH pursuant to the EOI Document dated _____, we _____ having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby in terms of Clause 3.5 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Nodal Authority an amount of **INR 15,00,000/-** as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Nodal Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
 - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Nodal Authority is disputed by the Bidder or not merely on the first demand from the Nodal Authority stating that the amount claimed is due to the Nodal Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank

shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding _____.

- b) This Guarantee shall be irrevocable and remain in full force for a period of 180 (on hundred and eighty) days from the Bid due-date exclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Nodal Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, further agree that the Nodal Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Nodal Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Nodal Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the Nodal Authority shall be entitled to treat the Bank as the principal debtor. The Nodal Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Empanelment by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Nodal Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Nodal Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Nodal Authority or any indulgence by the Nodal Authority to the said Bidder or by any change in the constitution of the Nodal Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- f) Any notice by way of request, demand or otherwise shall be sufficiently given or made

if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

- g) We undertake to make the payment on receipt of your notice of claim on us addressed to

_____ [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

- h) It shall not be necessary for the Nodal Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Nodal Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Nodal Authority in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by

_____ Bank

By the hand of Mr.

_____, its
_____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Acceptance of terms & Conditions mentioned in the EOI

To,

Mission Director,
National Health Mission, Uttar Pradesh
16-A.P Sen Marg, Mandi Parishad Bhawan
Near Charbagh Railway station, Lucknow-226001

Sir,

I have carefully gone through the Terms & Conditions contained in the EOI Document No. dated regarding EMPANELMENT AS AGENCIES FOR RECRUITMENT SERVICES THROUGH COMPUTER BASED TEST (CBT) FOR CONTRACTUAL POSITIONS UNDER NATIONAL HEALTH MISSION, UTTAR PRADESH.

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

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal

TECHNICAL EVALUATION FRAMEWORK FOR E.O.I.

S.no.	Basis for evaluation of the agency	Maximum possible score	Supporting documents
1.	Relevant experience in each category Recruitment experience through conducting Computer Based Test (CBT) for Govt./ Semi-Govt./ Regulatory commission / Tribunal / Statutory Authority / Public Sector Undertakings (Central and State) / central or state government owned public management or technical institutes in India during the last 5 years from the bid due date with project fee of at least INR 1 crore per project.	Maximum capping of 30 marks <hr/> Each eligible project – 5 Marks	Legible Work order with clear details of the scope of work (including scope of Computer Baed Test) along with a certificate from the statutory auditor/CA that ordinarily audits the annual accounts of the Bidder stating the value incurred from the project. In case work order does not mention the detailed scope of work, then a letter from the client clearly stating the scope of work shall also be submitted alongside.
2.	Average annual turnover for the last 3 Financial Years (FY 2019-20, 2020-21, 2021-22)	20 marks i) >= 25 cr. = 20 marks ii) >=20 cr. < 25 cr.= 15 marks iii) >=15 cr. < 20 cr.= 10 marks iv) >=9 cr. <15 cr. = 5 marks	Extracts from the audited Balance sheet and Profit & Loss statement; or Certificate from the statutory auditor of the Bidder as per the format prescribed in Annexure -IV
3.	Experience in conducting online computer based test for each project for Govt./ Semi-Govt./ Regulatory commission / Tribunal / Statutory Authority / Public Sector Undertakings (Central and State) / central or state government owned public management or technical institutes in India during the last 5 years from the bid due date	Maximum capping of 30 marks Each eligible project with above 20,000 applicants appearing for CBT– 15 Marks Each eligible project with >=15,000 < 20,000 applicants appearing for CBT – 10 Marks Each eligible project with >=10,000 < 15,000 applicants appearing for CBT – 7.5 Marks Each eligible project with >=5,000 < 10,000 applicants appearing for CBT – 5 Marks	Completion certificate/ work order

S.no.	Basis for evaluation of the agency	Maximum possible score	Supporting documents
4.	Usage of Technology in recruitment processes	15 marks for presentation after technical evaluation. i) Understanding the overall management of services – 2.5 marks ii) Methodology for the proposed service – 2.5 marks iii) Proposed work Plan based on Innovative services, Integrations and Interoperability of the system with external and internal components/systems – 5 marks iv) Proposed Security model, Data Safety with authorizations and authentications – 5 marks	URLs of portals developed for past or ongoing assignments (In-house/ Insourced/ Outsourced) Screenshots of portals or manuals created along with the service agreement documents required above.
5.	Agency owned Centres for conducting CBT examination in Uttar Pradesh	Maximum capping of 5 marks i. upto 10 centres – 2.5 Marks ii. More than 10 centres – 5 Marks	CA certified supporting document, confirming no of agency owned centres in Uttar Pradesh.

Draft Performance Security

Date: _____

To,
Mission Director,
National Health
Mission,
16-A.P Sen Marg, Mandi Parishad Bhawan,
Near Charbagh Railway station,
Lucknow - 226001

Dear

1. We understand that _____ (the "Selected Bidder") has entered into a Service Agreement dated _____ (the "**Agreement**"), with the Nodal Authority, whereby the Selected Bidder has undertaken to provide the services, subject to and in accordance with provisions of the Agreement.
2. The Agreement requires the Selected Bidder to furnish a Performance Security to the Nodal Authority in a sum of Rs. _____ (Rupees _____ Lakh) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Term as per the provisions of the Agreement.
3. We _____, through our Branch at _____ (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Selected Bidder's obligations during the Term, under and in accordance with the Agreement, and agrees and undertakes to pay to the Nodal Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Selected Bidder, such sum or sums up to an aggregate sum of the Guarantee Amount as the Nodal Authority shall claim, without the Nodal Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Nodal Authority, under the hand of an Officer duly authorized by the Nodal Authority, that the Selected Bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Nodal Authority shall be the sole judge as to whether the Selected

Bidder is in default in due and faithful performance of its obligations during the Term under the Agreement and its decision that the Selected Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between the Nodal Authority and the Selected Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Selected Bidder for any reason whatsoever.

3. In order to give effect to this Guarantee, the Nodal Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Selected Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Nodal Authority to proceed against the Selected Bidder before presenting to the Bank its demand under this Guarantee.
5. The Nodal Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Selected Bidder contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Nodal Authority against the Selected Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Nodal Authority , and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Nodal Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Selected Bidder or any other forbearance, indulgence, act or omission on the part of the Nodal Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Nodal Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Selected Bidder under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Nodal Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Nodal Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder
8. The Performance Security shall cease to be in force and effect till the subsistence of the Agreement and provided the Selected Bidder is not in breach of this Agreement.

On successful completion of Agreement Period and upon request made by the Selected Bidder for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Selected Bidder, the Nodal Authority shall release the Performance Security forthwith

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Nodal Authority in writing, and declares that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Nodal Authority that the envelope was so posted shall be conclusive
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of _____ months or until it is released earlier by the Nodal Authority pursuant to the provisions of the Agreement

Signed and Sealed on this _____ day of _____ 20__

Signed, Sealed and
Delivered, For and on behalf
of the bank by:

(Signature of the authorized signatory)

(Official Seal)

Annexure-XI

Note: Below mentioned number of vacancies and tentative expected applicants are for illustration purpose only. The quantum of recruitment will be based on approval of GoI in the respective RoPs of NHM, Uttar Pradesh and the vacancies created, if any, during the empanelment period.

S.No.	Position Name	Count of Category	Sum of Total Vacancy	Tentative expected Applicants
1	Accountant	7	754	5000
2	ANM	9	9625	20000
3	Assistant	37	2428	8000
4	AYUSH MO	8	616	8000
5	Consultant	22	153	10000
6	Coordinator	20	415	12000
7	Counsellor	11	438	15000
8	Data Analyst	2	2	500
9	Dental Surgeon	2	41	5000
10	Dental Surgeon-MDS	1	18	1000
11	GM/DGM	6	6	500
12	Manager	21	433	8000
13	MO-MBBS	1	3	50
14	MD-AYUSH	1	2	100
15	Paramedical	27	795	40000
16	Pharmacist	12	627	40000
17	Specialist	7	45	50
18	Staff Nurse/CHO	38	10987	70000
19	Technician	25	1727	50000
	Grand Total	257	29115	293200