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**EXPRESSION OF INTEREST FROM HR RECRUITMENT AGENCIES FOR RECRUITMENT SERVICES
FOR JHARKHAND RURAL HEALTH MISSION SOCIETY**

PART-I: GENERAL TERMS

The National Health Systems Resource Centre (NHSRC) invites 'Letters for Expression of Interest (Technical proposal & Financial proposal)' from qualified and experienced HR Agencies to provide "HR Recruitment services for use by Jharkhand Rural Health Mission Society for contractual staff under the National Health Mission (NHM)". **"HR Recruitment Agencies" shall mean only "Registered Firms and Companies"**.

Detailed eligibility & other criteria are listed in the EOI document available at NHSRC website www.nhsrcindia.org and Jharkhand Rural Health Mission Society website www.jrhms.jharkhand.gov.in. 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 contract. NHSRC 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 be summarily rejected.

Interested agencies fulfilling the eligibility criteria may obtain EOI document on written request to NHSRC, on payment of INR 500/- (Rupees Five Hundred Only) through demand draft drawn on a Nationalized Commercial Bank, in favor of "National Health Systems Resource Centre" and payable at "New Delhi". Those using the downloaded form from www.nhsrcindia.org and www.jrhms.jharkhand.gov.in will have to attach a demand draft of INR 500/- while submitting their EOI. NHSRC/ Jharkhand Rural Health Mission Society will not be responsible for any postal delays.

1.	EOI document download / Sale date / time	3 rd July 2015, 1100 Hrs
2.	Pre evaluation meeting date / time	7 th July 2015, 1500 Hrs
3.	Last date and time for receipt of bids	24 th July 2015, 1300 Hrs
4.	Date and time for opening of Prequalification-cum-technical bid	27 th July 2015, 1500 Hrs
5.	Service to be provided	HR Recruitment services
6.	Period / Extension of Contract	One year from the date of Contract
7.	Validity of EOI offers	180 days from date of opening of technical bid
8.	Bid Security (EMD) total estimated value	INR 50,000/-

Principal Administrative Officer
National Health Systems Resource Centre, New Delhi

PART-II: BACKGROUND

1. SERVICES TO BE PROVIDED:

Health care service provision includes the critical component of competent and dedicated health Human Resources, for which an appropriate/stringent recruitment process has to be followed. For this, assistance of professional agencies would help in streamlining the process and achieving transparency and objectivity. The recruitment process involves activities starting from Preparation for Vacancy Advertisement, Creation and Maintenance of Computerized Database of applications received, Screening of applications and Shortlisting them as per Terms Of Reference (TOR) / Pre-set Criteria and State Reservation Policy, Issuing Call Letters for Written Test or / and Online Computer Test (as applicable) and Interview, Pre-Examination arrangements, Coordination in Venue

finalization, Setting up of Question Papers, Conduct Written Test, Skill Assessment & interview, Evaluation of Answer Sheets, Preparation and submission of final results and preservation of records. The written test, skill assessment & interview may be conducted at multiple places, if required.

Details of vacancies to be filled and mode of recruitment has been divided into four phases of recruitment, as mentioned in **Annexure I**.

2. SCOPE OF WORK FOR RECRUITMENT

The deliverables include

- 2.1. Provide support & consultancy in finalizing the recruitment advertisement. The recruitment advertisement will be published by Jharkhand Rural Health Mission Society/ NHSRC
- 2.2. Developing Application Form and other templates (As applicable).
- 2.3. Collect the applications of all the candidates through postal mail and internet (online) wherever appropriate.
- 2.4. Process and scrutinize the applications and to create computerized database of all the information mentioned in application forms of the candidates and attached documents.
- 2.5. Screening & scrutiny of applications strictly as per advertised recruitment criteria or norms / Terms Of Reference (TOR) and State Reservation Policy
- 2.6. Issue call letters to the candidates to appear for the Written Test / Skill Assessment / and Online Computer Test / Group Discussion (as applicable) and interview through speed post/registered post/SMS/ telephone and e-mail.
- 2.7. Venue finalization in consultation with Jharkhand Rural Health Mission Society / NHSRC for Written Test or/ and Online Computer Test (as applicable) and interview
- 2.8. Setting objective type bilingual question papers in consultation with Jharkhand Rural Health Mission Society / NHSRC
- 2.9. Arrangements for smooth conduct of written test. Confidentiality, custody and dispatch of the question papers, OMR answer sheets & other related arrangements for written test will be the responsibility of the Recruitment Agency who has prior experience in this regard.
- 2.10. For certain positions for which competency/skills need to be assessed, the Agency will liaison with State Government Officials and make local logistic arrangement as per state needs.
- 2.11. Attendance, Registration Process and Documents verification of candidates
- 2.12. The Agency shall make necessary arrangements towards refreshment and lunch for Interview panel and recruitment staff.
- 2.13. Evaluation of Answer sheet & preparation of category wise merit lists in the required formats.
- 2.14. Preparation of Scoring Sheets and conducting Interviews.
- 2.15. Preparation of Final Results as per applicable State Reservation Policy.
- 2.16. Preservation of all the applications with testimonials & other documents received during the recruitment process by the Agency will be done for three years & confidentiality of the documents is to be maintained and should be submitted to Jharkhand Rural Health Mission Society after completion of recruitment process or before completion on request.
- 2.17. The Agency may replicate the best recruitment practices prevailing in Government sector/ PSUs.

PART-III: BIDDING TERMS AND PRE-EVALUATION CRITERIA

3. SELECTION OF SUCCESSFUL BIDDER (HR Recruitment Agency)

A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first. The financial evaluation will be carried out of only those agencies, which fulfill the technical criteria. Details of which are mentioned in Section 7.

GENERAL INSTRUCTIONS

- 4.1. Interested agencies can send their duly completed EOI proposal on or before 24th July 2015, 1300 Hrs at the following address by person or by post to:

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

- 4.2. The proposal should be submitted strictly as per prescribed format along with documents in support of information submitted therein by the responding HR Recruitment Agency. EOI received after the stipulated time period or not in accordance with the specified format will be summarily rejected as non-responsive and EMD will be forfeited. Delivery of the responses along with documents against the EOI at the above address will be the sole responsibility of the responding Agency.

5. SUBMISSION OF PROPOSAL

- 5.1. The Technical proposal and the Financial proposal duly signed on every page including annexures / appendices shall be submitted in separate sealed envelopes clearly super-subscribed as **“Technical Proposal”** and **“Financial Proposal”** respectively. All the relevant documents except Financial Proposal shall be enclosed with the Technical Proposal. These two envelopes shall be sealed in an outer envelope bearing the address indicated above. The envelope shall be clearly marked: **“EXPRESSION OF INTEREST FROM HR RECRUITMENT AGENCY FOR RECRUITMENT SERVICES FOR JHARKHAND RURAL HEALTH MISSION SOCIETY”**
- 5.2. A duly authorized representative of the HR Recruitment 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. A copy of the Memorandum and Articles of Association of the Agency shall be attached to the EOI.
- 5.3. The pre-qualification proposal should be submitted with two printed copies of the entire proposal, one marked ‘ORIGINAL’ and the second one as ‘DUPLICATE’ and a soft copy on non-renewable compact discs (CDs) with all the contents of the pre-qualification proposal. The words “HR Recruitment Agencies for Jharkhand Rural Health Mission Society” shall be written in indelible ink on the CD. In case of discrepancy between the information in the printed version and the contents of the CD, the printed version of the pre-qualification proposal will prevail and will be considered as the proposal for the purpose of evaluation.
- 5.4. The Agency shall fill in the proposal neatly and accurately. Any corrections or overwriting would render the proposal invalid.
- 5.5. 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.

All the documents submitted with the EOI are to be furnished duly signed in blue ink on all pages along with the technical and financial proposal

6. PRE-EVALUATION MEETING

A Pre-Evaluation meeting shall be held on 7th July 2015, 1500 Hrs to discuss the EOI and clarify doubts (if any) to potential agencies. Based on discussions held during the pre- Qualification meeting, amendments / clarifications (if any) in the EOI Document will be uploaded on the NHSRC website www.nhsrcindia.org and www.jrhms.jharkhand.gov.in. Bidders are requested to visit our website on regular basis for updates in this regard.

7. E.O.I. EVALUATION

The bidders would be scored and contracted based on fulfilment of the following technical and financial criteria:

Technical

- 7.1. The EOIs will be opened on 27th July 2015, 1500 Hrs at the address given in Section 4.1 and the HR Recruitment Agencies are at liberty to be present personally or through their authorized representative (1 representative per bidder) at the time of opening of the EOIs. In case it is declared a holiday, the EOI will be opened at the same time on the next working day.
- 7.2. The Evaluation Committee appointed by NHSRC shall evaluate the EOIs as per criteria of the EOI document. NHSRC will contract the Technically Qualified HR Recruitment Agencies whose bid has been determined to be substantially responsive to the EOI document
- 7.3. The contract of technically qualified agencies will be for a period of One Year.

Financial

- 7.4. Financial proposal of only those agencies, which fulfill the technical criteria, will be opened and the date and time of opening of financial proposal will be decided & intimated by NHSRC to such bidders separately. HR agencies are at liberty to be present personally or through their authorized representative (1 Representative per bidder) at the time of opening of financial proposal.
- 7.5. NHSRC will award the contract to the Tenderer whose bid has been determined to be substantially responsive to the tender document and who has offered the lowest Evaluated Tender price.
- 7.6. NHSRC reserves the right to award tender to one or more than one bidder in part or full as and when felt necessary to any other Technically Qualified bidder Agency without assigning any reason, at the same rate, terms & conditions to which the tender shall not be entitled to any compensation or consideration in any of such events.
- 7.7. The contract for technically qualified vendors shall be for a period of One Year and for any related tasks as per the decision of NHSRC.

8. AWARD OF CONTRACT

- 8.1. The contract shall be awarded to HR Recruitment Agency, by conveying acceptance of their proposal by NHSRC through registered / speed post / courier.
- 8.2. All the terms and conditions as stated in the EOI documents, Appendices and Acceptance conveyed by NHSRC would constitute the terms of agreement
- 8.3. The selected agency is expected to commence the Assignment on the date and at the location to be specified in the Agreement to be issued by NHSRC as per its requirement & on the term & conditions specified.
- 8.4. Speed and adherence to stringent time limits shall be the key. Specific details and modalities shall be discussed in depth with the finalized bidder. The provisions in the tender are broad and details are to be understood in that context.
- 8.5. COMMUNICATION OF ACCEPTANCE: Acceptance of tender by the Indenter will be communicated by registered letter/ speed post / fax / e-mail or a formal letter of 'Acceptance of Bid' or 'Work Order' informing amount of Performance Security to be deposited. The award of work order, when issued to successful bidder, constitutes the contract with collateral supports from terms and conditions of the tender limitation notices as well as formal agreement on non-judicial stamp paper if any, all of which finally form the contractual obligations to be adhered to / performed by the bidder Non-performance of any such obligations make the bidder liable for consequential effects.

9. TECHNICAL CRITERIA FOR RECRUITMENT AGENCIES

- 9.1. The HR Recruitment Agency (Registered firm or incorporated under the Companies Act), with the main objective of Recruitment & Conducting Examinations is eligible to participate. The certificate of incorporation is to be submitted along with the response.
- 9.2. The Agency should have a minimum of 5 years of experience of successfully conducting recruitment and placement of professionals (attach supportive documents), including Recruitment / Selection activities for Government sector/ PSUs, during last five years.
- 9.3. The Agency should have conducted at least 10 (Ten) recruitment projects -in last five years for PSUs/Govt./bilateral and multilateral UN agency, out of which minimum 3

(three) must be for PSUs/Govt. sector - (attach supportive documents). The total number of applications processed should have been - 500 per recruitment projects. (Attach supportive documents- number of positions advertised/applications processed/ professional successfully recruited and placed).

- 9.4. The Agency should have at least 3 Recruitment Process Experts on their permanent rolls (The profile of the Recruitment Experts should be enclosed) and a pool of empanelled specialist, -, on their panel, and they should have accepted to be on the panel of the agency. Copy of their acceptance should be submitted along with the proposal. At least 5 of the empaneled experts should have been involved at least once in designing and conducting recruitment in last five years.
- 9.5. The Agency should not have been debarred by any Govt. sector/ PSUs/ bilateral and multilateral UN agency, for handling recruitment process ever in the past. A certificate to this effect is to be submitted by the Agency duly signed by the Authorized person.
- 9.6. The HR Recruitment Agency should have a minimum turnover of 50 (Fifty) lakhs every year for the last three financial years. Audited financial statement for last three years should be submitted along with the technical proposal. In case segment wise result is not mentioned in the audited financial statement, a certificate to this effect may be enclosed from Company's Chartered Accountant.
- 9.7. The Agency should have PAN, Service tax registration and registration under applicable laws and should submit copies of the same. Consortium bidding to fulfill the eligibility criteria of this EOI shall not be allowed at any stage.
- 9.8. The Agency should submit satisfactory performance report/letter for the last 5 years from their client in PSUs/ Govt. Sector as per the format enclosed at **(Annexure: IV)**

10. VOLUME OF WORK

The volume of work shared in Annexure I indicates the major activities to be carried out during the period of Contract. However, it may vary at the discretion of NHSRC/ Jharkhand Rural Health Mission Society at any time or throughout the period of contract.

11. INDEMNITY

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

12. EARNEST MONEY DEPOSIT/ PERFORMANCE GUARANTEE

12.1 **EARNEST MONEY DEPOSIT:** The agency shall furnish an Earnest Money deposit (EMD) of INR 50,000/- (Rupees Fifty Thousand Only) through demand draft drawn on a Nationalized Commercial bank, in favor of "National Health Systems Resource Centre" and payable at "New Delhi" at the time of submission of proposal along with technical proposal. The EMD of unsuccessful bidders will be refunded within 15 days from opening of financial bids.

12.2 PERFORMANCE GUARANTEE:

12.2.1 The successful bidder shall furnish Performance Security for an amount of 7% of the total value of the bid or the EMD, whichever is higher, to ensure due performance of the contract within fifteen (15) days or earlier from the date of receipt of communication from NHSRC informing "Acceptance of Bid". The Performance Security shall be furnished through demand draft drawn on a Nationalised Commercial bank, in favor of "National Health Systems Resource Centre" and payable at "New Delhi".

12.2.2 The performance security will be returned after a period of 60 days of expiry of the Agreement on provision of satisfactory services. The decision as to what constitutes "unsatisfactory service" shall solely lie with NHSRC and shall be final & binding.

12.2.3 Earnest Money of successful bidder will be refunded on receipt of performance guarantee vide para 12.2.1.

13. OTHER TERMS AND CONDITIONS

- 13.1. Rights to the content of the proposal – For all the bids received before the last date and time of bid submission, the proposals and accompanying documentations of the Pre-qualification proposal will become the property of the NHSRC and will not be returned after opening of the pre-qualification proposals. NHSRC is not restricted in its right to use or disclose any or all of the information contained in the proposal and can do so without any compensation to the bidder.
- 13.2. Acknowledgement of understanding of terms – By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read and understood all sections of this EOI, including all forms, schedules and annexures hereto, and has fully informed itself of all existing conditions and limitations.
- 13.3. Language of the proposals – The proposal and all correspondence and documents shall be written in English.
- 13.4. Any changes in the terms of the document can only be made in writing and by mutual agreement. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.
- 13.5. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post/courier to an authorized representative of the Party.
- 13.6. The Services shall be performed at such locations as specified by Jharkhand Rural Health Mission Society from time to time.
- 13.7. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by NHSRC or the HR Recruitment Agency, may be taken or executed by the officials authorized in this regard.
- 13.8. Unless otherwise specified, the HR Recruitment Agency, and their Personnel shall pay such taxes, duties, fees etc. as may be levied under Central/State law and the same will not be reimbursed by NHSRC.

14. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION

- 14.1. This Contract shall come into effect from the date of issuance of letter of Contract by NHSRC.
 - 14.1.1.1. **Provision of Services:** The Agency will provide recruitment services to NHSRC as per the terms and conditions of the contract between the agency and NHSRC.
 - 14.1.1.2. **Expiration of Contract:** Unless terminated earlier, this period of Contract shall expire at the end of such time period after the effective date as specified.
 - 14.1.1.3. **Subletting:** The HR Recruitment Agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the HR Recruitment Agency contravening this condition, NHSRC shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the HR Recruitment Agency. In such case the EMD of the selected HR Recruitment Agency, will be forfeited.
- 14.1.2. **Termination**
 - 14.1.2.1. **By NHSRC:** NHSRC may terminate, 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 (14.1.4.1.1) through (14.1.4.1.3) Seven (7) days in the case of the event referred to in clauses (14.1.4.1.4) through (14.1.4.1.6):
 - 14.1.2.1.1. If the HR Recruitment Agency commits breach of contract or do not remedy/ rectify a failure in the performance of their obligations under the Contract;
 - 14.1.2.1.2. If the HR Recruitment Agency become insolvent or bankrupt;
 - 14.1.2.1.3. 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

- 14.1.2.1.4. If NHSRC, in its sole discretion, decides to terminate the Contract at any stage.
- 14.1.2.1.5. In the event of a report of unsatisfactory service from Jharkhand Rural Health Mission Society or NHSRC, after taking into consideration any other fact as may be relevant on a case to case basis.
- 14.1.2.1.6. In the event of violation of any of the terms & conditions of Contract by the agency,
- 14.1.2.1.7. The EMD shall stand forfeited in addition to blacklisting of HR Recruitment Agency for a period of 3 years.
- 14.1.2.2. **By HR Recruitment Agency:** The HR Recruitment Agency may terminate the Contract, by not less than Thirty (30) days' written notice to NHSRC, provided no recruitment process is in progress/pending with Jharkhand Rural Health Mission Society or NHSRC.

15. OBLIGATIONS OF THE HR RECRUITMENT AGENCY

- 15.1. The HR Recruitment Agency shall perform the services, as agreed to between the agency and NHSRC 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 Contract or to the Services, as faithful advisers to NHSRC/ Jharkhand Rural Health Mission Society, and shall at all times support and safeguard NHSRC/ Jharkhand Rural Health Mission Society legitimate interests in any dealings with the third parties.
- 15.2. **The HR Recruitment Agency not to Benefit from Commissions, Discounts, Recruitment Fee etc.**
 - 15.2.1. The HR Recruitment Agency shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the Contract, 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.
 - 15.2.2. Neither the HR Recruitment Agency nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.
- 15.3. **Confidentiality and Non-disclosure Agreement:** The HR Recruitment agency shall not without prior written consent of NHSRC at any time divulge or disclose to any person or use for any purpose unconnected with the implementation of the project, any information concerning the project, the services, Proprietary Material except to their respective officers, directors, employers, agents, representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.
This Clause shall not apply to information:
 - 15.3.1. Already in the public domain, otherwise than by breach of this Agreement.
 - 15.3.2. 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
 - 15.3.3. Obtained from a third Person who is free to divulge the same and which was not obtained under any obligation of confidentiality.
- 15.4. The HR Recruitment Agency shall obtain NHSRC/ Jharkhand Rural Health Mission Society prior approval in writing wherever necessary.
- 15.5. Documents submitted by the HR Recruitment Agency to be the Property of NHSRC. All plans, charts, specifications, designs, reports, and other documents and softcopies submitted by the HR Recruitment Agency shall become and remain the property of NHSRC. The HR Recruitment Agency may retain a copy of such documents, for future use.
- 15.6. **Removal and/or Substitution of Personnel:** If NHSRC finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a

criminal action, or (ii) report is received by NHSRC from Jharkhand Rural Health Mission Society regarding dissatisfactory performance of any of the Personnel, then the HR Recruitment Agency shall, at NHSRC/ Jharkhand Rural Health Mission Society written request specifying the grounds thereof shall 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.

16. OBLIGATIONS OF THE CORPORATION (NHSRC/ Jharkhand Rural Health Mission Society)

16.1. NHSRC/ Jharkhand Rural Health Mission Society shall provide the HR Recruitment Agency such reasonable assistance as may be required in order to carry out the assignment.

17. PAYMENTS TO THE HR RECRUITMENT AGENCY

17.1. The HR Recruitment Agency will be paid at the rates and in accordance with the terms & conditions as agreed to between the agency and NHSRC.

18. CORRUPT OR FRAUDULENT PRACTICES

18.1. NHSRC expect the highest standard of ethics during the selection and executions of duties.

18.2. In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:

18.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;

18.2.2. "Fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of Contract to the detriment of NHSRC/ Jharkhand Rural Health Mission Society. Submission of forged documents in connection with this EOI.

18.2.3. "Collusive practice" means a scheme or arrangement between two or more HR Recruitment Agency, with or without the knowledge of NHSRC/ Jharkhand Rural Health Mission Society (prior to or after proposal submission) designed to establish bid prices at artificial non-competitive levels and

18.2.4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of Contract.

18.3. It is further provided that NHSRC will reject the proposal, forfeit the EMD and blacklist the HR Recruitment Agency for a period of 3 years if it is found that the HR Recruitment Agency has engaged in any of practices mentioned under section 18.2. NHSRC is deemed to undertake necessary action under such circumstances.

18.4. NHSRC/ Jharkhand Rural Health Mission Society reserves the right to inspect the accounts and records of the HR Recruitment Agency relating to the performance under the contract and to have them audited by auditors appointed by NHSRC.

19. SCOPE OF SERVICE

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

20. ARBITRATION

All disputes, if any, arising amongst the contract process shall be resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in New Delhi. The sole arbitrator will be appointed by NHSRC, whose decision in this regard will be final & binding.

21. JURISDICTION

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