

CHANDIGARH ADMINISTRATION
DEPARTMENT OF MEDICAL EDUCATION & RESEARCH
Government Medical College & Hospital,
Sector 32 B, Chandigarh- 160030
Ph No. 0172-2601023-24.

INVITATION FOR E-TENDER

The Department of Medical Education & Research, Government Medical College & Hospital, Sector 32 B, Chandigarh invites e-bids for hiring a Recruitment Agency which should only be a Government / Semi-Government / Government Autonomous Bodies / Government Board / Government Corporation / Government Enterprises / Government PSU for conducting the Written Examination for filling up approximate 400 posts of Staff Nurses/Nursing Officers on temporary basis but likely to continue. All bids must be accompanied by an EMD as specified in the bid document. The EMD must be delivered in the physical form in the office of "HA-I, Room No. 221 Level-II, 'D' Block, Government Medical College & Hospital, Sector 32 B Chandigarh-160030" by due date and time besides uploading the Xerox copy along with other documents through e-bidding.

CHECKLIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	Whether the Bid guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt, Account payee Demand Draft/ Banker's Cheque from any of the scheduled banks in an acceptable form, payable at Chandigarh which is valid for 06 months , drawn in the name of the Director-Principal, Government Medical College & Hospital, Sector 32 B Chandigarh-160030 for an amount of Rs. 5.00 Lacs (Rupees Five Lacs Only) , has been submitted in Physical form?	Yes/No
2.	Whether the Technical Bid and Finance Bid have been submitted on-line?	Yes/No
3.	Whether each page of the tender documents at Annexures "A" to "G" and other enclosures as well as cutting(s)/ overwriting(s) have been signed/initialed by the tenderer and also the forwarding letter has been submitted on-line by the authorized signatory?	Yes/No
4.	Whether the self attested copy of PAN & GST No. issued by the competent authority has been submitted On-line?	Yes/No
5.	Whether Experience Certificates in the relevant field of atleast 05 such successful projects of Government/Semi-Government Departments/Boards/Corporations alongwith satisfactory reports issued by the employer have been submitted On-line?	Yes/No

Place: _____

Signature of Tenderer _____

Dated: _____

Full Name of the Tenderer _____

Address _____

Mobile No. _____

Instructions to bidders

1. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No tender will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.
2. The copy of the other documents as specified in the notice shall be scanned and uploaded to thee-tendering website within the period of Bid submission.
3. Before submission of on-line Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
4. It will be mandatory for all the Bidders to upload all the documents.
5. **The Department of Medical Education & Research, Government Medical College & Hospital**, will not be responsible for any delay in on-line submission of the Bids due to any reason whatsoever.
6. The details of EMD specified in the Tender documents should be the same as submitted on-line (scanned copies) otherwise tender will be rejected summarily.
7. Corrigendum issued, if any, before the receipt of online bid will be available on the website. It will be the responsibility of the Bidder to make amendments in his bid accordingly.
8. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid. The technical bids will be examined based only on the uploaded documents. **No correspondence or physical submission of any additional document thereafter will be entertained by the department.** *However, in case any scanned and uploaded documents is not clearly readable due to dim contents, then the Department may ask the bidder to submit the clear copy of the same but no additional document other than uploaded shall be accepted.*
9. The Recruitment Agency has to produce the original documents as and when asked for. The failure of the Recruitment Agency to furnish the said original documents will entail summarily rejection of its tender.
10. In case the lowest tendered amount of two or more bidders is same, such lowest bidders will be asked to submit sealed revised offer, but the revised quoted rate should not be higher than the rate quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.
11. **The conditional tenders shall be rejected straight away.**
12. **The Department of Medical Education & Research, Government Medical College & Hospital**, reserves the right to verify the particulars furnished by the applicant/firm/contractor independently. If any information furnished by the applicant is found in correct at a later stage, the Recruitment Agency shall be liable to be debarred for future tendering in Chandigarh Administration.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the Recruitment Agency(ies) who resort to canvassing will be liable for rejection.

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E-TENDER

E-TENDER FOR HIRING A RECRUITMENT AGENCY (GOVERNMENT/SEMI-GOVERNMENT/GOVERNMENT AUTONOMOUS BODIES/GOVERNMENT BOARD/GOVERNMENT CORPORATION/GOVERNMENT ENTERPRISES/GOVERNMENT PSU) FOR CONDUCTING THE WRITTEN EXAMINATION FOR FILLING UP THE POSTS OF STAFF NURSES/NURSING OFFICERS IN GOVERNMENT MEDICAL COLLEGE & HOSPITAL AND MENTAL HEALTH INSTITUTE SECTOR 32, CHANDIGARH ON TEMPORARY BASIS BUT LIKELY TO CONTINUE.

INSTRUCTIONS/GUIDELINES FOR TENDERERS.

1. A copy of Tender Notice is at **Annexure-'A'**.
2. The Project Background, Scope of work/activities are at **Annexure-'B'**.
3. Performa for Technical Evaluation of the Tenderer is at **Annexure-'C'**.
4. Financial Bid Proforma is at **Annexure-'D'**.
5. General Terms & Conditions is at **Annexure-'E'**.
6. The Terms and Conditions as laid down in the **Memorandum of Understanding(MOU)** for the Award of contract for **conducting the Written Examination for filling up approximate 400 posts of Staff Nurses/Nursing Officers in Government Medical College & Hospital And Mental Health Institute Sector 32, Chandigarh on temporary basis but likely to continue** at **Annexure-'F'**.
7. The Tender Documents alongwith Annexures „A“ to „F“ and forwarding letter should be sent on line. The Earnest Money Deposit (EMD) in a sealed envelope duly super-scribed "EMD" shall be submitted in the physical form in the office of HA-I, Room No. Level-II, 'D' Block, Government Medical College & Hospital, Sector 32 B Chandigarh-160030 on or before due date & time. The Technical Bid and Financial Bid alongwith Xerox Copy of the EMD etc. will be uploaded online. Each page of the tender document and **Annexures 'A' to 'F'** should be signed in full by the tenderer(s) and should be at the rubber stamp/seal of the Agency affixed on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. In case of any infringement of these conditions, the tender shall be rejected.
8. The tenderer should submit his tender in three parts i.e.
 - (i) **Bid Guarantee (Earnest Money) in sealed envelope duly superscribed "EMD" in physical form** in the office of HA-I, Room No. Level-II, 'D' Block, Government Medical College & Hospital, Sector 32 B Chandigarh-160030 as per GeM GTC.
 - (ii) **Technical Bid and iii) Financial Bid through online**
 - i) The Bid Guarantee [Earnest Money Deposit(EMD)] should be submitted in a sealed envelope duly superscribed "Bid Guarantee for Award of Contract **FOR CONDUCTING THE WRITTEN EXAMINATION FOR FILLING UP THE POSTS OF STAFF NURSES/NURSING OFFICERS IN GOVERNMENT MEDICAL COLLEGE & HOSPITAL AND MENTAL HEALTH INSTITUTE SECTOR 32, CHANDIGARH ON TEMPORARY BASIS BUT LIKELY TO CONTINUE**" The EMD must be submitted in the office of HA-I, Room No. Level-II, 'D' Block, Government Medical College & Hospital, Sector 32B Chandigarh-160030 as per GeM GTC, failing which, tender shall not be entertained and rejected out rightly. Besides the Xerox copy of EMD should also be uploaded online.
 - ii) The Technical Bid and the Financial Bid should be submitted online through e-tender.

iii) The tender shall be awarded to the tenderer, who quotes the lowest rates per registered candidate/applicant applied for the post of Staff Nurse/Nursing Officer in the Financial Bid, subject to fulfillment of all other terms and conditions of the tender document.

9. The Tenderer should keep his offer open/unchanged for acceptance for a period of 120 days from the date of opening of Financial Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
10. The Tender without Earnest Money or short of it or not in the form specified above i.e. Fixed Deposit Receipt or Deposit-at-call or Term Deposit Receipt, Account payee Demand Draft/ Banker's Cheque shall not be entertained and rejected straightway.
11. EARNEST MONEY /SECURITY DEPOSIT and/or any other sum of the tenderer(s) lying with the Chandigarh Administration, Chandigarh in connection with any other tender/case shall not be considered against this tender.
12. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money, tender not on the prescribed form or any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
13. No Tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
14. The tenderer shall quote his offer/rates both in figures and words, which shall remain valid for the whole period of contract for 03 years extendable upto 05 years.
15. The last date and time for receipt of Tender is as per GeM GTC. The tenderer himself will be responsible to ensure that his tender is received on or before the said last date and time as per GeM GTC. Any tender, which is submitted/received after the last date and time, shall not be considered under any circumstances. **The Department of Medical Education & Research, Government Medical College & Hospital**, Chandigarh shall not be responsible for any delay or any other cause that may lead to delay in the receipt of the Tender.
16. The Tender shall be opened as per GeM GTC. In the event of the date of receipt or opening of tender being declared a holiday for the Chandigarh Administration, the last date of receipt/opening of the tender shall be the next working day at the same time and venue.
17. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case authorized representatives are likely to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
18. Only **GOVERNMENT / SEMI-GOVERNMENT / GOVERNMENT AUTONOMOUS BODIES / GOVERNMENT BOARD / GOVERNMENT CORPORATION / GOVERNMENT ENTERPRISES / GOVERNMENT PSU** are eligible to participate in the online tender.
19. Sub-letting of contract is not allowed under any circumstances.
20. The tenderers should submit the valid PAN & GST number issued by the competent authority alongwith Technical Bid On-line.
21. The tenderer should submit an Experience Certificate in the relevant field of atleast 05 such successful projects of Government/Semi-Government Departments/Boards/Corporations/Government Enterprises alongwith satisfactory report issued by the employer.
22. In case of violation of any of terms and conditions of the Tender, Earnest Money

of the successful tenderer shall be forfeited in full by the **Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh.**

23. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
24. The contract shall be awarded initially for a period of three years extendable upto a maximum period of five years on the rates, terms and conditions accepted by the tenderer. However, the Government reserves the right to discontinue the contract on administrative ground or due to non-performance of the Recruitment Agency to the satisfaction of the Competent Authority, at any time during the currency of contract.
25. The Competent Authority reserves all rights to accept or reject any or all tenders without assigning any reason and also to impose/relax any terms and conditions of the tender.

TENDER NOTICE**TABLE-1**

Description	EMD	Time Period
Hiring a Recruitment Agency should only be a Government / Semi-Government / Government Autonomous Bodies / Government Board / Government Corporation / Government Enterprises / Government PSU for conducting the Written Examination for filling up the posts of Staff Nurses/Nursing officers in Government Medical College & Hospital and Mental Health Institute Sector 32, Chandigarh on temporary basis but likely to continue"	Rs. 5.00 Lacs (Rupees Five Lacs Only)	EMD for a period of 06 months.

TABLE-2(Time Schedule)

1.	Date of publication	18-06-2024 at 1600 Hrs.
2.	Downloading of e-tender document	18-06-2024 at 1600 Hrs. to 10-07-2024 at 1600 Hrs.
3.	Date of submission of e-tender	11-07-2024 at 1600 Hrs.
4.	Physical submission of EMD	11-07-2024 at 1600 Hrs.
5.	Opening of Technical Bids	12-07-2024 at 1600 Hrs.
6.	Opening of Financial Bid of only eligible technically qualified bidder as determined by the Committee.	Will be intimated separately.
7.	Place of opening of bids	Office of HA-I, Room No. 221, Level-II, 'D' Block, Government Medical College & Hospital, Sector 32B Chandigarh-160030
8.	Address for communication	Director-Principal, Government Medical College & Hospital, Sector 32B Chandigarh-160030

Important Notes:

I.	Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures alongwith all documents.
II.	All terms and conditions, instructions to bidder regarding e-tendering process etc. may be seen at GeM Portal.
III.	The bidder has to submit the EMD of Rs.5.00 Las (Rupees Five Lacs Only) in the form of Demand Draft/F.D.R. in favour of the Director Principal, Government Medical College & Hospital, Sector-32, Chandigarh Administration in physical form in sealed envelope duly superscribed as "EMD FOR AWARD OF CONTRACT FOR CONDUCTING THE WRITTEN EXAMINATION FOR FILLING UP THE POSTS OF STAFF NURSES/NURSING OFFICERS IN GOVERNMENT MEDICAL COLLEGE & HOSPITAL AND MENTAL HEALTH INSTITUTE SECTOR 32, CHANDIGARH ON TEMPORARY BASIS BUT LIKELY TO CONTINUE" besides uploading the Xerox copy of the same along with other documents through e-bidding, failing which the bid will be summarily rejected.
IV.	The competent authority reserves the rights to reject or accept any or all tenders without assigning any reasons.

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PROJECT BACKGROUND

The Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh intends to make recruitment for the posts of Staff Nurses/Nursing officers in Government Medical College & Hospital and Mental Health Institute Sector 32, Chandigarh on temporary basis but likely to continue.

1. The selection of the tender will be done based on the lowest bidder preceding technical qualifications
2. An overview of the Project is as follows:

Aspects	Description
Key objective	To conduct the Written Examination for filling up the posts of Staff Nurses/Nursing officers in Government Medical College & Hospital and Mental Health Institute Sector 32, Chandigarh on temporary basis but likely to continue"
Period of contract	03 years extendable upto 05 years on mutually agreed terms and conditions of The Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh and Recruitment Agency.
Bidding Parameter	The bidding criteria shall be inclusive of cost per candidate/applicant applied for the post of Staff Nurses/Nursing officers in Government Medical College & Hospital and Mental Health Institute Sector 32, Chandigarh
Experience	At least 05 such successful projects of Government/ Semi-Government Departments/ Boards/ Corporations along with satisfactory report issued by the employer in the relevant field.
Rate	The Recruitment Agency shall quote the amount of expenditure on per registered candidate/applicant applied for the post of Staff Nurses/Nursing officers in Government Medical College & Hospital and Mental Health Institute Sector 32, Chandigarh The Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh shall pay charges as per terms of payment. The Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh shall not pay anything extra beyond the agreed fees through this bidding process.

I. CRITERIA OF WRITTEN EXAMINATION FOR THE POSTS OF STAFF NURSE & NURSING OFFICER

- (A) Staff Nurse/Nursing Officer (ENGLISH)
Written Test of all applicants : 100 Marks
(Two papers of 70 and 30 marks. Total duration:- 2 hours)
Each question will carry 1 mark. Negative marking for each wrong answer is fixed as 0.25 (point two five) marks. The medium of examination will be English.
- i) FIRST PAPER
Subject Knowledge of concerned post i.e. Nursing : 70 marks
 - ii) SECOND PAPER
Practical Assessment type questions : 30 marks
(from the relevant field)

II. **SCOPE OF WORK-**

a. Role & Responsibility of the Recruitment Agency

1. To design and develop G2C (Government to citizen) Application (e-forms) for applying online as per the guidelines provided by the Department.
2. Testing of G2C (Government to citizen) Application in terms of performance, functionality, compatibility (OS & Platforms), validations and security.
3. Uploading the G2C (Government to citizen) Application (e-forms) for online data collection.
4. Create a Temporary e-mail ID for any query(ies) of the candidates.
5. Provide a Phone number for any query(ies) of the candidates if any.
6. Management and backup of online registration data to avoid data loss through viruses, application problems, human errors, operating system failure etc. during the recruitment process.
7. Generating the filled Application along with Registration Number as perform at provided by the Department.
8. Verification of the fee details after receipt of the fee.
9. The Recruitment Agency will provide details of total number of applications received category-wise (UR, SC, OBC, EWS & PWD).
10. Upload other requisite information for the candidates from time to time as well as Admit Card, Result of written test on website.
11. To get the Question paper set as per norms and standards on the lines of criteria fixed and advertised by the Department.
12. To provide a link on the website of Department on the day of Advertisement for access by the candidates.
- 13. To set up Examination Centers in Educational Institutions of U.T. Chandigarh only. In case, number of applicants exceeds the seating capacity of UT, Chandigarh then the Examination Centres may be set up in Government/Private Educational Institutions in Mohali & Panchkula only.**
14. Arrangement of all sensitive examination material viz-a-viz. Question Papers, OMR, Attendance Sheet and other requisite documents for smooth conduct of examination.
15. OMR Sheet should be in triplicate for all the candidates in the following format:-

OMR Sheet	Belongs to
Original	Recruitment Agency
1 st Copy/Duplicate	Government Medical College & Hospital, Chandigarh
2 nd Copy/Triplicate	Candidate

The Recruitment Agency immediately on completion of the Written Test shall seal the Original OMR Sheet for evaluation and also seal the 1st Copy/ Duplicate of the OMR Sheet duly signed by the respective Centre Supervisor in the presence of the Observer, so deployed by the Government Medical College & Hospital, Chandigarh at the Centre of Examination. The Recruitment Agency shall deliver the sealed packets of the 1st Copy/Duplicate of the OMR Sheet, on the same day to the "HA-I, Room No. 221, Level-II, 'D' Block, Government Medical College & Hospital, Sector 32B Chandigarh-160030.

16. Finalizing the specimen of admit card and important instructions for the candidates and duties & responsibilities of Centre In-charge, Centre officials, Police officials for maintaining queues, frisking and keeping vigil at baggage counters and traffic arrangements etc.

17. All arrangements for smooth conducting of examination viz-a-viz provisions of Supervisory/ Supporting Staff at Examination Centers at their own level by the Recruitment Agency.
18. Preparation of seating plan Centre-wise and room-wise.
19. As per number of Centers and no. of candidates, requirements of biometric material/baggage.
20. Preparation of roll nos. wise list of candidates.
21. Visits in the school/ colleges for identifying resources/ key areas and bridge communication gap.
22. To provide Black Ball Point Pen for each candidate and rest packing stationery for used and unused sensitive examination material (i.e., OMR, Question Booklet etc.).
23. The sensitive examination material (OMR Sheets, Question papers, Attendance Sheet etc.) is to be delivered only on the examination day well before the commencement of examination.
24. Preparation of attendance sheets room-wise.
25. Impersonation Control - Recording of Biometric Attendance with onsite thumb impressions alongwith photograph of candidates & further verification/authentication of the candidate should be done on the following days:-

Events/Occasions	Action to be taken by the Recruitment Agency
Written Test	Recording/Capturing of Biometric Attendance with onsite thumb impressions alongwith photograph of candidates.

The entire data base is to be submitted by the Recruitment Agency to the Government Medical College & Hospital, Chandigarh for future record.

26. Frisking - To provide metal detectors and women frisking enclosures for conducting the frisking of candidates in all examination centers.
27. Videography of every candidate in Examination Hall/Room should be done **before distribution of sensitive material (i.e. OMR & Question Booklet)**. The videography of staff deputed to conduct examination, opening & closing of sensitive examination material should also be done at each Examination Centre.
28. To set up Baggage and Mobile Management Counters at each examination centre.
29. Provision of sufficient number of Mobile phone Jammers with sufficient intensity to be installed in each Centre.
30. Upload the Answer keys of all questions papers on the website within 24 hours after completion of the examination & call objections with valid proof from the candidates within 03 days from the uploading of answer-key and dispose of the objections within 03 days of last date of objection so received from the candidates.
31. Evaluation of the Answer Sheet and preparation of result as per criteria prescribed by the Department;
32. To declare result of the Written Examination within 15 days of conclusion of the Written Examination
33. Qualified Candidates in Written Test to be informed through e-mail & SMS by the Recruitment Agency. The Public Notice in this regard will be released by the Government Medical College & Hospital, Chandigarh.

34. Declaration/uploading the category-wise Merit List on the website within 03 days of declaration of result on the website so created for the purpose;
35. Hand over the category-wise Final Merit List of all the successful candidates to the Department under sealed cover and one set of soft copy in excel format.
36. To provide back-up (soft copy) containing complete data of recruitment process including total number of applications received, Eligible and Non-eligible candidates, Videography on the examination day, Biometric Attendance record etc. which are available with the Agency during examination process.
37. Court cases/RTI/Public Grievances/Representations related to question papers, answer keys, evaluation and merit list input/data shall be provided by Recruitment Agency.

b. Role & Responsibility of the Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh

1. To publish Recruitment Notice /advertisement on the website as well as print media and provide the details of the Advertisement describing the selection criteria for reservation, age and other conditions of the recruitment.
2. To nominate sufficient number of observers at the Examination Center(s) as per information provided by the Recruitment Agency.
3. To make arrangement for lifting of relevant test material i.e. OMR sheets, Attendance sheets, Question Papers for their office records and to attend to all the RTI cases etc., within 06 month from the date of declaration of final result/select list.
4. Scrutiny of the original documents/certificates from the candidates at any stage of recruitment.
5. Court cases/RTI/Public Grievances/Representations related to all such issues like method of examination, vacancies etc shall be handled by the Department of Personnel.
6. The Process of cancellation of candidature of candidate found indulging in any malpractice or impersonation at any stage of conduct of recruitment as per the report of Recruitment Agency shall be handled by this Department.

III. Standard Operating Procedure for the Recruitment Agency to be followed for maintaining the confidentiality & Secrecy of the Recruitment Process:-

➤ **Setting/Preparation of the Question Papers**

Question Paper for each subject should be set from the Question Bank which should be prepared by panel of Subject Experts having specialized domain knowledge in the conduct of similar examinations and also familiar with the latest developments including technological advancements in the field. The Subject Expert should be a person of unimpeachable integrity & high reputation & their selection for each examination should be done randomly. There should be cooling off period once their services have been utilized. The Recruitment Agency will take an undertaking from the Subject Experts that none of their relative(s) are appearing for the written examination.

➤ **Printing of the Question Paper Booklets & OMR Sheets**

The printing of the question papers/ booklets must be under complete e-surveillance in all critical stages with complete recording in a safe zone for maintaining highest level of secrecy. The staff engaged in this process must be prohibited from using any electronic gadgets under any circumstances. All recording must be archived and should be made accessible at any given time.

➤ **Packing of the Sticker Sealed Question Paper Booklets & OMR Sheets**

The Sticker Sealed Question Paper Booklets & OMR Sheets should be packed separately in tamper proof sealed packets room-wise and further packed in a tamper proof sealed packet(s) Centre-wise. The packing material should inter-alia include use of wax seal, One Time Lock (OTL), proprietary tape, Recruitment Agency seal etc.

➤ **Maintaining Secrecy of the Sticker Sealed Question Paper Booklets & OMR Sheets**

After printing the Sticker Sealed Question Paper Booklets & OMR Sheets, the same must be kept in a Strong Room under 24x7 e-surveillance in all critical events with complete recording. All recording must be archived and should be made accessible at any given time.

➤ **Dispatch/Delivery of Sticker Sealed Question Paper Booklets & OMR Sheets**

The tamper proof sealed packets containing Sticker Sealed Question Paper Booklets & OMR Sheets should reach the Examination Centres only **90 minutes before** the commencement of the Written Examination in a Safe Vehicle with appropriate security measures. The vehicle must be GPS enabled which will facilitate the tracking of movement of staff involved in the delivery of Sticker Sealed Question Paper Booklets & OMR Sheets to the respective centres. Both the Recruitment Agency and Department of Medical Education & Research, Government Medical College & Hospital, Sector 32, Chandigarh will jointly monitor the movement of the vehicles in a Control Room to be set up by the Recruitment Agency.

➤ **Opening of Sticker Sealed Question Paper Booklets**

- The Centre-wise tamper proof sealed packet(s) containing Sticker Sealed Question Paper Booklets & OMR Sheets should be opened only **30 Minutes before** the commencement of the Written Examination in the Control Room of the Examination Centre in the presence of the Centre Supervisor, Observers of the Government Medical College & Hospital, Sector 32, Chandigarh and Recruitment Agency (if any). After opening of the Centre-wise tamper proof packet(s), no one should be allowed to enter in the Control Room except authorized personnel;
- The Room-wise tamper proof sealed packet(s), containing OMR Sheets, should be handed over to the respective Invigilators only **20 minutes before** the commencement of the Written Examination for distributing the same to the candidates for completing formalities;

- The Room-wise tamper proof sealed packet(s), containing Sticker Sealed Question Paper Booklets, should be handed over to the respective Invigilators only **05 minutes before** the commencement of the Written Examination for distributing the same to the candidates before the start of the examination and ensuring that the examination starts at the stipulated time. The signature alongwith Roll Number of two candidates randomly will be taken at the time of opening the seal of tamper proof packet(s) containing the Sticker Sealed Question Paper Booklets.
- The Invigilator will return the unused copies of the Sticker Sealed Question Paper Booklet(s) and unused OMR Sheets to the Centre Supervisor **within 10 minutes** of the commencement of Written Examination.
- The Centre Supervisor will seal all the unused Sticker Sealed Question Paper Booklets and unused OMR Sheets after collecting the same from all the rooms of their Centre **within 30 minutes** of the commencement of the Written Examination in the presence of the Observers of Government Medical College & Hospital, Sector-32, Chandigarh and Recruitment Agency (if any).
- The Control Room of each Centre should be under CCTV surveillance throughout the day of the Written Examination with complete recording.
- The staff engaged on duty on the day of Written Examination (including Centre Supervisor, Invigilators and Supporting Staff etc.) should be prohibited from use of any electronic gadgets. Only the Centre Supervisor & Observers of Government Medical College & Hospital, Chandigarh and Recruitment Agency (if any) can use Mobile Phone/ Phone for official purpose with regard to Written Examination, if the need arises.
- The Recruitment Agency may add further steps in the SOP as above procedure is benchmark SOP.

Note: The Department reserves the right to change any of the above condition(s) at any time in consultation with the Recruitment Agency.

LIST OF DOCUMENTS FOR TECHNICAL EVALUATION

The following documents must be submitted:-

1. EMD in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt, Account payee Demand Draft/ Banker's Cheque from any of the scheduled banks in an acceptable form, payable at Chandigarh which is valid for 06 months, drawn in the name of the Director-Principal, Government Medical College & Hospital, Chandigarh for an amount of Rs.5.00 Lacs (Rupees Five Lacs Only), has been submitted in Physical form. The photocopy of the EMD shall be uploaded online alongwith its Technical Bid.
2. Valid PAN & GST number issued by the competent authority.
3. An Experience Certificate in the relevant field of atleast 05 such successful projects of Government / Semi-Government / Government Autonomous Bodies/ Government Board/ Government Corporation /Government Enterprises/Government PSU alongwith satisfactory report issued by the employer.
4. Each page of the Tender Document shall be signed by an authorized person on behalf of the organization having necessary authorization/power of attorney to do so.
5. Proof of office address to be furnished.
6. Price Bids as below:-

PRICE BID

Sr. No.	Particulars	Rates
1	Written Examination of Two Hours with MCQs including paper setting by the Subject Expert	
2	Installation of Mobile Jammer	
3	Videography of the candidate during the examination	
4	Recording/Matching biometric data	

FORMAT FOR FINANCIAL BID FOR CONDUCTING THE WRITTEN EXAMINATION AND COMPUTER TYPING/PROFICIENCY TEST FOR FILLING UP THE POSTS OF STAFF NURSES/NURSING OFFICERS IN GOVERNMENT MEDICAL COLLEGE & HOSPITAL AND MENTAL HEALTH INSTITUTE SECTOR 32, CHANDIGARH ON TEMPORARY BASIS BUT LIKELY TO CONTINUE.

1. **Description of work:** Service Contract for **CONDUCTING THE WRITTEN EXAMINATION FOR FILLING UP THE POSTS OF STAFF NURSES/NURSING OFFICERS IN GOVERNMENT MEDICAL COLLEGE & HOSPITAL AND MENTAL HEALTH INSTITUTE SECTOR 32, CHANDIGARH ON TEMPORARY BASIS BUT LIKELY TO CONTINUE** as per scope of work mentioned in Annexure-„B“ subject to fulfillment of other terms and conditions of the MEMORANDUM OF UNDERSTANDING at Annexure-„F“.

_____ Per Registered Candidate in figure (in INR)

_____ Per Registered Candidate in words (in INR)

(Rate of the applicable GST be quoted separately)

In case of any conflicts between the captions and the text, the text shall prevail.

The above rates must include for the followings:-

- i. Written Test;
- ii. Biometric attendance;
- iii. Mobile Phone Jammer;
- iv. Frisking; &
- v. Videography; &
- vi. Other responsibilities as per Scope of Work mentioned in Annexure-„B“

Place: _____

Signature of Tenderer

Dated: _____

Name of the Tenderer _____

Address _____

Mobile No. _____

General Terms and Conditions

1. The Department will open a separate Bank Account to be mapped with the website to collect the Examination Fee from the applicants which will be managed by the Department of Medical Education & Research, Government Medical College & Hospital, Sector 32, Chandigarh. The status of fee will be reflected to both the Department as well as Agency.
2. In case any dispute, the Arbitrator will be appointed by the competent authority and his decision will be final.
3. If any work not included/ mentioned in the Tender, the rates of the same will be decided after negotiation with the approval of the competent authority which will be final.
4. **The Recruitment Agency should have Office at Chandigarh/ Panchkula / Mohali.**
5. If any dispute arises, the jurisdiction will be Chandigarh only.
6. **If at any stage paper gets leaked then the Recruitment Agency will get nothing for such Recruitment process and shall be subject to criminal proceedings as per Law.**
7. The tender shall be signed by an authorized person on behalf of the organization having necessary authorization/power of attorney to do so. Each page of the tender shall be signed (**copy of power of attorney duly stamped shall be furnished alongwith the tender**).
8. The bidders must submit an Experience Certificate in the relevant field of at least 05 such successful projects of Government/ Semi-Government/ Government Autonomous Bodies/ Government Board/ Government Corporation/ Government Enterprises/Government PSU alongwith satisfactory report issued by the employer.
9. Applications containing false and/or incomplete information are liable for rejection without any further communication to the applicant.
10. The selected agency shall be required to execute an agreement with the Director Principal, Government Medical College & Hospital, Sector-32, Chandigarh Administration.
11. The entire recruitment process is subject to compliance with all the provisions of The Public Examination (Prevention of Unfair Means) Act, 2024 or any other Act/Law made applicable from time to time.
12. The Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh may terminate the agreement by issuing **two months** written notice to the Recruitment Agency, if deficiency in services is found.
13. In case of any dispute arising between the parties, in connection with the interpretation of purported termination or in relation to this agreement, the parties shall, in the first instance, attempt to resolve such dispute by amicable settlement through consultation.
14. If such dispute is not amicably resolved after commencement of consultations within 30 days or such longer period as deemed necessary, the same shall be referred to the Arbitrator to be appointed by the competent authority and the decision of the Arbitrator, in this regard, shall be final.
15. The arbitration proceedings shall be conducted in accordance with Arbitration and Conciliation Act, 1996 as amended from time to time. The language of the arbitration shall be in English only. The place of arbitration proceedings shall be Chandigarh.
16. Each party shall bear its costs of such arbitration. When any dispute is under arbitration except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this agreement to the extent practicable.

17. The arbitration proceedings will be separately conducted and the Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh can make its own arrangements for progress of incomplete work/future work. The progress of work will not be stopped because of the factum of pendency of the arbitration proceedings.
18. The Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh reserves the right to cancel the tender at any stage without assigning any reason.
19. In case of cancellation of recruitment process, due to any reason at any stage, at the end of both parties (Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh & Recruitment Agency), the settlement of expenses/payment will be regulated after mutual consent between both the parties with the approval of the competent authority.
20. All the disputes are subject to Chandigarh Court Jurisdiction only.
21. **Force majeure**
 - i) Any failure of omission or commission to carry out the provision of this Agreement by the Recruitment Agency shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embark goes or from any political or other reason beyond the parties control including war (whether declare or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such an event which could be attributed to Force majeure conditions.
 - ii) The Recruitment Agency shall have to co-operate with each other/their counter parts in other module of this Department to deal collectively with any natural calamity, untoward incidences disaster, Law and Order problem, etc. as and when such situation so warrants during their contract period without any additional cost to the Department of Personnel.
22. **Indemnity: It shall be the sole responsibility of the successful tenderer to pay any damages or claims to its employees in case of any accident or happening occurred during the course of working on the present project. Further, in case any litigation arises during the course of the contract then the same shall be defended by the successful tenderer at its own cost and any damages or liability occurring therefrom shall also be borne by the sole tenderer.**
23. The bidder should upload the following documents alongwith the bid:-
 - i. EMD in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt, Account payee Demand Draft/ Banker's Cheque from any of the scheduled banks in an acceptable form, payable at Chandigarh which is valid for 06 months, drawn in the name of Director-Principal, Government Medical College & Hospital, Chandigarh for an amount of Rs.5.00 Lacs (Rupees Five Lacs Only), has been submitted in Physical form. The photocopy of the EMD shall be uploaded online alongwith its Technical Bid.
 - ii. Valid PAN & GST number issued by the competent authority.
 - iii. An Experience Certificate in the relevant field of atleast 05 such successful projects of Government/Semi-Government/ Government Autonomous Bodies/ Government Board / Government Corporation / Government Enterprises / Government PSU alongwith satisfactory report issued by the employer.
 - iv. Each page of the Tender Document shall be signed by an authorized person on behalf of the organization having necessary authorization/ power of attorney to do so.
 - v. Proof of office address to be furnished.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made on this.....day of.....2024 between the **Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh** (hereinafter referred to as the "GOVERNMENT MEDICAL COLLEGE & HOSPITAL" excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s....., having its place of business or registered office at _____ acting through _____ its Managing Director/ Authorized Person (hereinafter referred to as "Recruitment Agency" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective executors & administrators for the time being of the said agency and the executors & administrators as the case may be on the second part.

WHEREAS the Recruitment Agency is engaged in the business for conducting the Written Examination for filling up the posts of STAFF NURSES/NURSING OFFICERS".

AND WHEREAS the Recruitment Agency has expressed his keen desire to provide the said services to the GOVERNMENT MEDICAL COLLEGE & HOSPITAL under this Agreement.

AND WHEREAS on the aforesaid representation made by the Recruitment Agency to the GOVERNMENT MEDICAL COLLEGE & HOSPITAL, the parties hereby enter into this Agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

1. RECRUITMENT AGENCY'S REPRESENTATIONS AND WARRANTIES

The Recruitment Agency hereby represents warrants and confirms that the Recruitment Agency:-

- 1.1 has full capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated here in and has already taken and shall continue to take all necessary further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.
- 1.2 Has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this Agreement and to the entire satisfaction of the GOVERNMENT MEDICAL COLLEGE & HOSPITAL.
- 1.3 shall on the execution of this Agreement and providing services to the GOVERNMENT MEDICAL COLLEGE & HOSPITAL, not violate, breach and contravene any conditions of this Memorandum of Understanding (MOU).
- 1.4 has complied with and obtained necessary permissions/ licenses/ authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this Agreement.

2. OBLIGATIONS OF THE RECRUITMENT AGENCY

- a) The Recruitment Agency shall operate and provide services to GOVERNMENT MEDICAL COLLEGE & HOSPITAL as per its requirements elaborated in the **Scope of Work** at Annexure "C".
- b) The regularity of the performance of the services shall be the essence of this Agreement and shall form a central factor of this Agreement. The Recruitment Agency shall take all possible steps to ensure to maintain its performance as determined by the GOVERNMENT MEDICAL COLLEGE & HOSPITAL from time to time.
- c) If the GOVERNMENT MEDICAL COLLEGE & HOSPITAL notices that Recruitment Agency has/have been negligent, careless in rendering the said service, the same shall be communicated immediately to the Recruitment Agency who shall take corrective steps immediately to avoid recurrence of such incident(s) and reports to the GOVERNMENT MEDICAL COLLEGE & HOSPITAL about the steps taken thereof.

3. TERMS

- a) This Agreement shall be effective initially for a period of 03 (three) year with effect from..... extendable annually upto a maximum period of 05 (five)years (including the initial three year) on the rates, terms and conditions accepted by the Recruitment Agency subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of this Agreement. This will, however, be further subject to the approval of the competent authority. The contract shall stand automatically cancelled, at anytime, if the competent authority declines to grant such approval. **The Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh shall reserve the right to terminate the Memorandum of Understanding(MOU) at any time during the currency of the contract period.**
- b) The offer/rates shall remain valid for the whole period of contract on the basis of scope of work and no enhancement will be allowed.

4. Performance Security

The Recruitment Agency shall be required to furnish a Performance Security of amounting to Rs.5.00 Lacs (Rupees Five Lacs) in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt, Account payee Demand Draft/ Banker's Cheque issued by any of the scheduled banks in an acceptable form, payable at Chandigarh in favour of the Director-Principal, Government Medical College & Hospital, Chandigarh at his own cost so as to underwrite against any claim arising out, at any time, in connection with the faithful performance of this Memorandum of Understanding. This Bank Guarantee shall remain valid for 62 months i.e. covering the total period of Memorandum of Understanding including 02 years upto which this Memorandum of Understanding may be extended.

5. Forfeiture of Security Deposit

In case of breach of any clause of this Agreement, the GOVERNMENT MEDICAL COLLEGE & HOSPITAL shall have absolute rights and powers for forfeiture of said Performance Security, without any prior notice and no claim whatsoever on this count shall be entertained.

6. Commencement of Services/Activities

The Recruitment Agency is required to commence the Services/Activities immediately as per timeline communicated by the Government Medical College & Hospital, Sector-32, Chandigarh Administration. In the event of failure, a penalty @ 10,000/-(Rupees Ten Thousands Only) per day shall be imposed till the completion of task/job within the executed period.

(The Agency shall adhere to the timeline & complete the job, failing which a penalty @ 10,000/- (Rupees Ten Thousands Only) per day shall be imposed till the completion of task/job)

7. Determination of quality of Services/Activities

The decision of the GOVERNMENT MEDICAL COLLEGE & HOSPITAL with regard to determining the quality of Services/Activities done by the Recruitment Agency shall be final and binding upon the Recruitment Agency. The Recruitment Agency shall, therefore, promptly rectify the defects/deficiencies, if any, so pointed out without any extra payment. The GOVERNMENT MEDICAL COLLEGE & HOSPITAL shall also reserves the right to get the Services/Activities rejected, done/ replaced at his own level at the risk and cost of the Recruitment Agency by giving him a notice of 7 days in writing. The expenditure so incurred on this account shall be recovered from the bills of the Recruitment Agency or any other outstanding dues or by forfeiture of any or all parts of the Performance Security.

8. Nature of Agreement

The parties here to have considered and agreed to and have a clear understanding on the following aspects:

This Agreement is on the Principal to Principal basis and does not create and shall not deem to create any employer-employee relationship between GOVERNMENT MEDICAL COLLEGE & HOSPITAL and the Recruitment Agency. The Recruitment Agency shall not by any acts, deeds or otherwise represent any person that the Recruitment Agency is representing or acting as agent of GOVERNMENT MEDICAL COLLEGE & HOSPITAL except to extent and purpose(s) permitted herein.

9. Statutory Compliance(s)

- a) The Recruitment Agency shall obtain all Registration(s)/Permission(s) /License(s)etc. which are/may be required under any laws or other legislation(s)for providing the services under this Agreement.
- b) It shall be the Recruitment Agency's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. The Recruitment Agency indemnifies and shall always keep GOVERNMENT MEDICAL COLLEGE & HOSPITAL indemnified against all losses, damages; claims, actions taken against GOVERNMENT MEDICAL COLLEGE & HOSPITAL by any authority/office in this regard.

10. Liabilities and Remedies

In the event of failure of the Recruitment Agency to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the GOVERNMENT MEDICAL COLLEGE & HOSPITAL shall be entitled to procure services from other sources at the risk and cost of Recruitment Agency and the Agency shall be liable to pay forthwith to the GOVERNMENT MEDICAL COLLEGE

& HOSPITAL the difference of payments made to such other sources besides damages at double the rates of payment made by GOVERNMENT MEDICAL COLLEGE & HOSPITAL to other sources within a period of 15 days from the date of service of notice to this effect. In the event of failure of Recruitment Agency to deposit damages charges with the GOVERNMENT MEDICAL COLLEGE & HOSPITAL within the stipulated period of 15 days, the same will be recovered by GOVERNMENT MEDICAL COLLEGE & HOSPITAL from the pending dues, if any, Performance Security etc. of the Recruitment Agency.

11. Losses suffered by Recruitment Agency

The Recruitment Agency shall not claim from the GOVERNMENT MEDICAL COLLEGE & HOSPITAL any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

12. TERMINATION

The contract may be terminated in any of the following contingencies:-

- (A) On the expiry of the contract period, without any notice.
- (B) By giving 01 months" notice in case:-
 - i) The Recruitment Agency consistently provides unsatisfactory services.
 - ii) The Recruitment Agency assigns the Services/Activities or any part thereof to any other person for sub-letting the whole or a part of the Services/Activities.
 - iii) The Recruitment Agency is not interested to complete/continue the Services/Activities.
 - iv) If Recruitment Agency commits breach of any covenant or any clause of this Agreement, the GOVERNMENT MEDICAL COLLEGE & HOSPITAL may send a written notice to Recruitment Agency to rectify such breach within the time limit as specified in such notice. In the event Recruitment Agency fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Recruitment Agency shall be liable to pay the losses or damages on account of such breach to the GOVERNMENT MEDICAL COLLEGE & HOSPITAL.
 - v) The GOVERNMENT MEDICAL COLLEGE & HOSPITAL shall have the right to immediately terminate this Agreement, if the Recruitment Agency, ceases its operations, dissolves.
 - vi) In the event of termination of this Service Contract, as explained in Para 12(B) (i) to (v) above, the GOVERNMENT MEDICAL COLLEGE & HOSPITAL shall be at liberty to procure services from alternative sources at the risk and cost of the Recruitment Agency and the Agency shall liable to pay forthwith to the GOVERNMENT MEDICAL COLLEGE & HOSPITAL the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the Recruitment Agency does not deposit the damages charges with the GOVERNMENT MEDICAL COLLEGE & HOSPITAL within the stipulated period of 15 days, the same will be recovered from pending dues, if any, Performance Security etc.

Provided that during the notice period for termination of contract, the

Recruitment Agency shall continue to provide the services / activities smoothly as before till the expiry of notice period.

- (C) The Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh reserves the right to terminate the Memorandum of Understanding at any stage on administrative ground.

13. Composition and address of Recruitment Agency

- a) The Recruitment Agency shall furnish to the GOVERNMENT MEDICAL COLLEGE & HOSPITAL all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Recruitment Agency and proof of its registration with the concerned Government authorities required for running such a business of Recruitment Agency.
- b) The Recruitment Agency shall always inform the GOVERNMENT MEDICAL COLLEGE & HOSPITAL in writing about any change in its address or the names and addresses of its key personnel(s).

14. Service of notices

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address(es) or such other address(es) as may be intimated from time to time in writing:-

Government Medical College & Hospital, Chandigarh	Recruitment Agency
"HA-I, Room No. 221, Level-II, 'D' Block, Government Medical College & Hospital, Sector 32 B Chandigarh-160030	.

15. Confidentiality

It is understood between the parties hereto that during the course of this Service Agreement, the Recruitment Agency may have access to confidential information of the GOVERNMENT MEDICAL COLLEGE & HOSPITAL and undertakes that Recruitment Agency shall not, without the GOVERNMENT MEDICAL COLLEGE & HOSPITAL prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. **This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.**

16. Entire Agreement

This Memorandum of Understanding represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

17. Amendment/Modification

The parties can amend this Service Agreement or any part thereof at any time with the approval of the competent authority. However, such amendment shall be effective only when it is made in writing and signed by the authorized representatives of both parties hereto.

18. Severability

If, for any reason, a court of competent jurisdiction finds any provision of this

Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be forced to the maximum extent permissible under Law so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

19. Captions

The various captions used in this Agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

20. WAIVER

At any time any indulgence or concession granted by the GOVERNMENT MEDICAL COLLEGE & HOSPITAL shall not alter or invalidate this Agreement nor constitute the waiver of any of the provision here of after such time, indulgence or concession shall have been granted. Further, the failure of the GOVERNMENT MEDICAL COLLEGE & HOSPITAL to enforce at any time, any of the provisions of this Agreement or to exercise any option which is here in provided for requiring at any time the performance by the Recruitment Agency of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part there for the right of the GOVERNMENT MEDICAL COLLEGE & HOSPITAL to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

21. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made/executed at **Chandigarh** only for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator to be appointed by the Competent Authority. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be the Department of Medical Education & Research, Government Medical College & Hospital, Chandigarh, Sector 32B, Chandigarh.

22. Force Majeure

- i) Any failure of omission or commission to carry out the provision of this Agreement by the Recruitment Agency shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declare or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such an event which could be attributed to Force majeure conditions.
- ii) The Recruitment Agency shall have to co-operate with each other/their counter parts in other module of this Department to deal collectively with any natural calamity, untoward incidences disaster, Law and Order problem etc. as and when such situation so warrants during their contract period without any additional cost to the GOVERNMENT MEDICAL COLLEGE & HOSPITAL.

23. **In case of any conflict/dispute/non-incorporation of terms and conditions regulating the Memorandum of Understanding, the provisions as contained in General Financial Rules, 2017, Procurement Manuals and instructions issued by the Government from time to time shall prevail.**

24. **Payment Terms:**

- 1st Installment : 50% of total value of the contract (i.e., rate quoted per candidate X total number of registered candidates) one week before commencement of Written Examination.
- 2nd Installment : 30% of total value of the contract (i.e., rate quoted per candidate X total number of registered candidates) within 10 days after conducting of the written examination.
- 3rd Installment : 10% of total value of the contract (i.e., rate quoted per candidate X total number of registered candidates) within one month after submission of Final Result to the Department.
- 4th Installment : 10% of total value of the contract (i.e., rate quoted per candidate X total number of registered candidates) after 06 month of submission of final result to the Department.

25. **Governing Law/Jurisdiction**

The applicable law governing this Service Agreement shall be the law of India. The courts of Chandigarh alone shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement. It is specifically agreed that no court outside and other than Chandigarh Court shall have jurisdiction in the matter.

26. **Two counter parts**

This Agreement is made in duplicate. The Recruitment Agency shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned therein. In the event of commencement of services/activities on the basis of letter of intents, it shall be taken that terms are acceptable to the Recruitment Agency.

27. List of Annexure (to be a part of this Agreement)

ANNEXURE 'B' - Scope of Work/ Activities.

ANNEXURE 'D' - Financial Bid Performa.

ANNEXURE 'E' - General Terms and Conditions.

IN WITNESS WHERE OF THE DEPARTMENT AND THE RECRUITMENT AGENCY
ABOVE SAID HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND
YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING
WITNESSES:-

**SIGNED, SEALED AND DELIVERED
WITNESSES**

- | | | |
|----|------------------|---------------------------------|
| 1. | Signature_____ | Signature_____ |
| | Name_____ | Name_____ |
| | Designation_____ | Designation_____ |
| | Date_____ | Date_____ |
| | Contact No._____ | Contact No._____ |
| 2. | Signature_____ | (Director Principal) |
| | Name_____ | For and on behalf of the |
| | | Department of Medical Education |
| | Designation_____ | & Research, Government Medical |
| | Date_____ | College & Hospital, Chandigarh |

**SIGNED SEALED AND DELIVERED
WITNESSES**

- | | | |
|----|------------------|--------------------------|
| 1. | Signature_____ | Signature_____ |
| | Name_____ | Name_____ |
| | Address_____ | Address_____ |
| | Date_____ | Date_____ |
| | Contact No._____ | Contact No._____ |
| 2. | Signature_____ | |
| | Name_____ | For and on behalf of the |
| | Address_____ | Recruitment Agency |
| | Date_____ | |
| | Contact No._____ | |