

No.: DICDL/DSIR/REC/01

Expression of Interest (EoI)

for

Empanelment of Human Resource
Recruitment Consultants for
Hiring Manpower at Senior Level Positions
in DICDL

Dholera Industrial City Development Limited (DICDL)
6th Floor, Block No. 1 and 2, Udhog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India

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TABLE OF CONTENTS

DISCLAIMER	1
1. INTRODUCTION	3
1.1 Background.....	3
1.2 Brief description of Bidding Process.....	3
1.3 Schedule of Bidding Process	4
2. INSTRUCTIONS TO BIDDERS	5
2.1 Scope of Bid	5
2.2 Number of Bids and costs thereof	5
2.3 Site visit and verification of information.....	5
2.4 Acknowledgement by Bidder	5
2.5 Right to accept or reject any or all Bids	5
2.6 Amendment of EoI	6
2.7 Language	6
2.8 Format and signing of Bid.....	6
2.9 Sealing and Marking of Bids.....	7
2.10 Bid Due Date	8
2.11 Late Bids.....	8
2.12 Modifications/ substitution/ withdrawal of Bids	8
3. FRAUD AND CORRUPT PRACTICES	10
4. MISCELLANEOUS	11
Details of Bidder.....	12
5. GENERAL CONDITIONS	13
6. EIGIBILITY CUM TECHNICAL BID.....	16
7. SCOPE OF WORK.....	18
8. TECHNICAL PROPOSAL EVALUATION & COMMERICAL QUOTE.....	21
Annexure 1 – Letter of Authorization for Submission of Response	24
Annexure 2 – EoI Response Covering Letter	25
Annexure 3 – Undertaking.....	27
Annexure 4 – Conformity Letter.....	28
Annexure 5 – Credentials.....	29

DISCLAIMER

This Notice inviting Expression of Interest (EOI) is intended to provide interested parties (“Applicants”) with information on selection for “Empanelment of Human Resource Recruitment Consultants for Hiring Manpower at Senior Level Positions in DICDL”.

The information contained in this EOI or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the DICDL or any of its employees or advisors, is provided to Applicants(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the DICDL to the prospective Applicants or any other persons. The purpose of this EOI is to provide Applicants with information that may be useful to them in the formulation of their responses pursuant to this EOI (“Response”). This EOI includes statements, which reflect various information, assumptions and assessments arrived at by the DICDL in relation to the Recruitment of resource in senior level position. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for the DICDL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to Applicants is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DICDL or its employees or advisors accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The DICDL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with assessment of Applicants for participation in the EOI process.

The DICDL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Applicant upon the statements contained in this EOI.

The DICDL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that the DICDL is bound to select any agencies for the Project and the DICDL reserves the right to reject all or any of the applications without assigning any reasons whatsoever.

The Applicants shall bear all its costs associated with or relating to the preparation and submission of its application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DICDL or any other

Empanelment of Human Resource Recruitment Consultants
for Hiring Manpower at Senior Level Positions in DICDL

costs incurred in connection with or relating to its application. All such costs and expenses will remain with the Applicants and the DICDL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Applicants in preparation or submission of the application, regardless of the conduct or outcome of the Selection Process.

1. INTRODUCTION

1.1 Background

- 1.1.1 Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1483 km.

National Industrial Corridor Development and Implementation Trust (NICDIT) (erstwhile Delhi Mumbai Industrial Corridor Project Implementation Trust – DMIC Trust) and Dholera Special Investment Region Development Authority (DSIRDA) formed a Special Purpose Vehicle (SPV) named Dholera Industrial City Development Limited (DICDL) for implementation of projects.

The Dholera Special Investment Region (DSIR) is the first investment region to be implemented under DMIC project. As a major new city, Dholera will be a Greenfield industrial hub located approximately 100km south of Ahmedabad in Gujarat. DMICDC, with support of Gujarat Infrastructure Development Board (GIDB) and Dholera Special Investment Region Development Authority (DSIRDA), plan to create an economically and socially balanced new-age city with world class infrastructure and highest quality-of-life standards and sustainability in the urban development context.

As part of this endeavor, the Employer has decided to undertake the “Empanelment of Human Resource Recruitment Consultants for Hiring Manpower at Senior Level Positions in DICDL” and has decided to carry out the bidding process for empanelment of of a bidder to whom the Project may be awarded.

- 1.1.2 The statements and explanations contained in this EoI are intended to provide a better understanding to the Bidders about the subject matter of this EoI and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Agreement or the Employer’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this EoI or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this EoI are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Employer.
- 1.1.3 The Employer shall receive BIDs pursuant to this EoI in accordance with the terms set forth in this EoI and other documents to be provided by the Employer pursuant to this EoI (collectively the “Bidding Documents”), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the “BID Due Date”).

1.2 Brief description of Bidding Process

- 1.2.1 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 120 days from the date for submission of BIDs (the “Bid Due Date”).

1.2.2 The Employer will scrutinize the offers received to determine whether they are complete and as per EOI requirement, whether technical documentation has been submitted as asked for and required to evaluate the offer, whether the documents have been properly signed and whether items are offered as per the EOI requirements. The Employer will inform the date, time and venue of presentation to the firms.

1.3 Schedule of Bidding Process

The Employer shall endeavor to adhere to the following schedule:

Event Description	Date
1. Issue Date	28/05/2020
2. Pre-Bid Conference	10/06/2020 Time 1100 Hrs Venue: DICDL office, Block 1 & 2, 6th Floor, Udhyog Bhavan, Sector-11, Gandhinagar 382017
3. Employer response to queries latest by	12/06/2020
4. Bid Due Date	25/06/2020
5. Physical Submission of Bid	On Bid Due Date
7. Validity of Bids	120 days of Bid Due Date

Note: During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

- 2.1.1 The Employer wishes to receive Bids for “Empanelment of Human Resource Recruitment Consultants for Hiring Manpower at Senior Level Positions in DICDL.”

2.2 Number of Bids and costs thereof

- 2.2.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Joint Venture shall not be entitled to submit another bid either individually or as a member of any Joint Venture, as the case may be.
- 2.2.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the DICDL Office and ascertaining for themselves the site conditions, location, surroundings, and any other matter considered relevant by them.

2.4 Acknowledgement by Bidder

- 2.4.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of the EoI;
 - (b) received all relevant information requested from the Employer;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the EoI or furnished by or on behalf of the Employer relating to any of the matters referred to in Clause 2.5 above; and
 - (d) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.4.2 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

2.5 Right to accept or reject any or all Bids

- 2.5.1 Notwithstanding anything contained in this EoI, the Employer reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any

time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder and as specified in this EoI.

2.5.2 The Employer reserves the right to reject any Bid:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

2.6 Amendment of EoI

2.6.1 At any time prior to the deadline for submission of Bid, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the EoI by the issuance of Addendum.

2.6.2 Any Addendum thus issued will be available on Employers website.

2.6.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

B. PREPARATION AND SUBMISSION OF BID

2.7 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.8 Format and signing of Bid

2.8.1 The Bidder shall provide all the information sought under this EOI. The Employer will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.8.2 The Bidder shall provide all the information sought under this EoI. The Employer will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, document fee, POA and Joint Bidding Agreement are received in hard copies.

2.8.3 The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid

2.9 Sealing and Marking of Bids

2.9.1 The Bidder shall submit the following documents:

(a) Bidder Details

2.9.2 Each of the envelopes shall clearly bear the following identification:

Technical proposal should comprise of one hard copy (Word format) and one soft copy (Adobe.pdf non-editable/password protected on CD/Pen drive). Hard copy of the Technical proposal should be a complete document and placed in a sealed envelope super scribed as “HARD COPY OF TECHNICAL BID”. The soft copy of the Technical proposal should be submitted on a CD/Pen drive sealed in an envelope marked as “SOFT COPY OF TECHNICAL BID”.

These two sealed envelopes should be placed in a single sealed envelope super scribed as “TECHNICAL BID FOR EMPANELMENT OF HUMAN RESOURCE RECRUITMENT CONSULTANTS FOR HIRING MANPOWER AT SENIOR LEVEL POSITIONS IN DICDL”. The envelope shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of each of the envelopes.

It should be noted that in case of any discrepancy in information submitted by the Respondent in hard-copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation and final selection. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, the Bank reserves right to accept the same at its sole discretion.

The sealed bid envelope should be delivered at the above address. Bids submitted anywhere else would be liable for rejection.

2.9.3 The eligibility and technical envelop should have the following documents:

Supporting documents fulfilling the eligibility criteria as detailed in **Section 6**.

Technical Proposal Response containing the following:

- i. Profile of the Organization
- ii. Experience of the applicant in recruitment for Top/Senior Management positions with specific focus in Infrastructure sector.
- iii. Methodology of the applicant for recruitment of manpower for Top/Senior Management positions.
- iv. Dedicated Team support of the applicant with relevant education background, experience and credentials for recruitment in Top/Senior Management positions with specific focus on Banking.
- v. References, if any, from present/previous clients on the Clients Letter Head.

All Annexure as per EoI should be on the Company’s letter head with authorizing person’s signature and company seal on all pages.

All supporting documents fulfilling the eligibility criteria in support of Technical specifications.

- a. Letter of Authorization for Submission of Response as per **Annexure 1**
- b. Cover letter as per **Annexure 2**
- c. Undertaking as per **Annexure 3**
- d. Conformity Letter as per **Annexure 4**
- e. Credentials as per **Annexure 5**
- f. A copy of the EoI along with the addendum/corrigendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

2.9.4 Each of the envelopes shall be addressed to: DICDL address details

DESIGNATION: Managing Director
ADDRESS: **Dholera Industrial City Development Limited,
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India**
FAX NO: +91-79- 23222481
Phone: +91-079-29750500
E-MAIL ADDRESS: **dbrahmbhatt@dicdl.in**

2.9.5 If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.9.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10 Bid Due Date

2.10.1 Technical Bid comprising of the document listed in the EoI shall be physically submitted on or before 1500 hours IST on the Bid Due Date, at the address provided in Clause 2.9.2 in the manner and form as detailed in this EoI. A receipt thereof should be obtained from the person specified.

2.10.2 The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

2.11 Late Bids

Bids received by the Employer after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.12 Modifications/ substitution/ withdrawal of Bids

2.12.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder

on or after the BID Due Date & Time.

- 2.12.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.
- 2.12.3 Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.12.4 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3. FRAUD AND CORRUPT PRACTICES

- 6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Employer may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

- 6.2 Without prejudice to the rights of the Employer hereinabove, if a Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or EoI/EOI issued by the Employer during a period of 2 (two) years from the date such Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4. MISCELLANEOUS

- 4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar, Gujarat where the registered office of the Company is situated, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.2 The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 4.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
 - (e) PAN card and its copy to be attached
 - (f) GST number and its copy to be attached
 - (h) CIN (Certificate of Incorporation)

2. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

3. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. GENERAL CONDITIONS

1. General Terms & Condition

The Applicants who wish to submit responses to this EoI should note that they should abide by all the terms and conditions contained in the EoI. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

2. Indemnities

The Service Provider shall indemnify the Employer against all actions, suits, claims and demands, through or made against the Employer in respect of work of this contract and against any loss or damage to Employer in consequence of any action or suit being brought against the Service Provider for anything done or omitted to be done in execution of the work of this contract.

3. Submission of Bills

A bill shall be submitted by the Service Provider as per work order condition. Payment to the Service Provider shall be made within 30 days of receipt of the invoice

4. Price Adjustment

No Price Adjustment is applicable due to increase or decrease in input cost of the works.

Changes in cost due to legislation:

- a. If the law of any local or duly constituted authority, or the introduction of any such state statute, Ordinance, decree, law regulations or bye-law which causes additional or reduced cost to the Service Provider other than under the first two sub- clauses of the clause in the execution of the works, such additional or reduced cost shall be certified by the Employer after examining the records provided by the claimant and shall be paid by or credited to the Employer.
- b. Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if:
 - I. The same shall have been reflected in the indexing of any of the inputs to the price adjustment.
 - II. The same shall have been taken into account by any other clauses of the contract.

5. Income Tax

Deduction will be made at source from the Service Provider's bill towards income Tax by the Employers as per prevailing rules of the Income Tax Authority.

6. Applicable Tax

The rate quoted by the Service Provider shall be deemed to be inclusive of all Taxes prevailing as on submission of bid.

7. Safety Provisions

The Service Provider in his operations shall arrange for all the safety measure as and when required

8. Force Majeure

Neither party shall be liable to the other for any loss or damage occasioned / caused by or arising out of act of God and in particular "Unprecedented floods", volcanic eruption, earthquake or other convulsion of nature and other acts, such as but not restricted to invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war rebellion military or usurped power (but excluding strikes and lockouts) which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Note: "Unprecedented flood" means the flood crossing the highest observed flood level which is on the available record.

If any loss of damage happens to the works, or any part thereof, or materials or plant for incorporation therein, during the period for which the Service Provider is responsible for the care thereof, from any cause whatsoever, other than the risk defined in the clause 1.54.1 as above, the Service Provider shall at his own cost, rectify such loss of damage so that the permanent works conform in every respect with the provisions of the contract to the satisfaction of the Engineer-in-Charge.

9. Claims

The Service Provider shall not be entitled to any claim/claims from the Employer on any account unless where allowed by the condition of this contract. In such cases, the Service Provider shall have to submit a claim in writing to the Employer within one month on the cause of such claim occurring. All claims arising as a dispute of any kind out of the contract shall be governed by clause 1.60.

10. Arbitration

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Gandhinagar, Gujarat where the registered office of the Company is situated and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

11. Change in Constitution of Firm to be notified

In the case of a Tender by firm partnership or limited company, any change in its constitution shall be forthwith notified by the Service Provider to the Employer for his information.

12. Termination

- By the Employer: The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in this clause:

- I. if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within a period of thirty (30) days', after being notified or within such further period as the Client may have subsequently approved in writing;
 - II. within thirty (30) days, if the Service Provider become insolvent or bankrupt;
 - III. if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
 - IV. within thirty (30) days, if the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
 - V. within thirty (30) days, if the Service Provider, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
 - VI. if the Employer, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days' decides to terminate this Contract.
- By the Service Provider: The Service Provider may terminate this Contract, by not less than thirty (30) day's' written notice to the Employer, such notice to be given after the occurrence of the events specified in this clause:
 - I. if the Employer fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
 - II. if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the work for a period of not less than sixty (60) days.
 - Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records (iv) the rights of indemnity of the Client v) any right which a Party may have under the Applicable Law.
 - Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the work done by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall handover all project documents under procedure described in this contract.
 - Payment upon termination: Upon termination of this Contract, the Employer will make the following payments to the Service Provider:
 - I. Payment pursuant to satisfactorily performed work prior to the effective date of termination.
 - Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6. ELIGIBILITY CUM TECHNICAL BID

Respondents Eligibility Criteria:

- i. The Applicant should have been in existence in India for minimum 5 preceding years continuously and should have minimum 3 years' experience (in India) in filling top & senior management positions in addition to providing manpower with specialized/ technical skills including support staff to Govt/PSU Organizations etc.
- ii. The Applicant should be in the line of business for which EOI is issued and possess experience of providing complete recruitment services (in India) during the previous 3 years to large organizations with employee strength of minimum 1000 and/or annual turnover of at least Rs. 50 crores.
- iii. The Applicant should have experience of recruitment for minimum 100 employee in last 3 years in Senior Management position in Infrastructure sector
- iv. The Bidder should have registered office in India and must be incorporated or registered under any of the following Acts – Indian Companies Act 1956/2013 Society Registration Act 1860.
- v. The bidder should have an average annual turnover of at least Rs. 20 crores during the previous 3 financial years from its Indian Operations.
- vi. The bidder should not have been blacklisted or debarred by any Govt/PSU/ Statutory/ Regulatory Authority etc. He should furnish an undertaking to this effect on his letterhead duly signed by authorized person of the bidder.

The Applicant is required to provide documentary evidence fulfilling the eligibility criteria on company's letter with supporting documents (point i to iv) and self- declaration (point v), may be duly signed by the authorized representative.

Interested Applicant, who are providing solution as briefly explained above and meeting the Eligibility Criteria may respond to this EOI. **Applicant are required to provide supporting documents like work orders, details of its offices/ representatives at various locations, duly authenticated, Audited balance sheets clearly indicating the revenue from line of business of providing recruitment solutions etc. The documents are required to be signed by the authorized signatory of the company with the company's seal.**

The Company may, at its own discretion relax one or more of the above conditions for the Applicants who have already provided similar services to another Public Sector Company.

The Proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process.

Applicant/s who meet these criteria would only qualify as empanelled applicant. The Applicant would also need to provide supporting documents for eligibility proof. **All the credentials of the applicant necessarily need to be relevant to the INDIAN market.**

To assist in the scrutiny, evaluation and comparison of offers, Company may, at its discretion, ask some or all Applicants for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted. MD/General Manager (HR) of the company will be the final authority in case any interpretation of any clause of the EOI is required and his decision in this regard shall be final.

The Company reserves the right to:

- a) Ascertain information from the Company and other institutions to which the Applicant have rendered their services for execution of similar projects. Such feedbacks from high-ranking officials would also form part of empanelment and any strong adverse comment/ action about product or service would make the Applicant ineligible for further assessment/ processing.
- b) Accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Company shall be final and binding on all the applicants to this document and Company will not entertain any correspondence in this regard. The Company at its discretion may reject the proposal of the Applicant, without giving, any reason whatsoever, if in the Company's opinion the Applicant could not present or demonstrate the proposed solution as described in the proposal.

7. SCOPE OF WORK

7.1 Project Objectives:

The Company wishes to empanel Human Resource Recruitment Consultants for recruiting manpower in Senior Management positions on contract basis in the company. The Company requests proposals from renowned and experienced specialized consultants for undertaking the above assignment.

The Company, at its sole and absolute discretion, may choose to avail all services or part thereof. Such decision may be advised even during the course of the assignment. The areas covered under this tie-up arrangement are given in the project scope outlined in para 7.4 below.

7.2 Project Scope:

A description of the envisaged scope is enumerated in sub-paras below. However, Company reserves its right to change the project/ assignment scope considering the size and variety of the requirements and the changing business conditions. Notwithstanding what is mentioned in sub-paras, the Empanelled Applicant/s will be required to facilitate recruitment of manpower in Senior Management positions in the Company in full compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame.

The Empanelled Applicant/s will facilitate recruitment of manpower in Senior Management positions in the company as mandated by the company as per the specifications enumerated below and for implementation of the same within the stipulated timeframes. The Company expressly stipulates that empanelment of applicants under this document is on the understanding that this Invitation document contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment shall be deemed to be a part of the assignment. The Empanelled Applicants shall be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to the company.

7.3 Responsibilities:

The responsibilities of the Empanelled Applicants will be as under:

Discuss with the Company's representative to find out the requirements to be fulfilled for recruitment of manpower in Senior Management positions on contract basis in the company as per the requirements of the Company and as and when need arises/ intimated by the Company from time to time.

7.4 Detailed scope of project:

The detailed scope of this project shall include, but not limited to:

- i. Preparation of job description in coordination with Company for various positions which Company intends to hire,
- ii. Undertake compensation survey and finalize the compensation structure in consultation with Company for these positions.
- iii. Preparation of advertisement for filling positions identified by the Company on Contract basis for various positions including Top Management positions.
- iv. To assist the Company to advertise these positions in leading print and digital media according to Company's requirements.
- v. Respond to relevant queries from applicants over phone / email before closing date.
- vi. Identification of suitable candidates based on their experience, skill sets, academic qualification, coordinating with them for their participation.
- vii. Evaluation and furnish the complete list of applicants clearly indicating their eligibility or otherwise for publishing on Company's website keeping a window for objections, if any. Based on the objections received within stipulated period, the bidder shall take appropriate corrective action, if necessary, and will prepare final list of eligible candidates. This process of online objection and appropriate corrective action, if necessary, shall be done by the bidder, report of which shall be submitted to Company.
- viii. Process soft copies of applications and providing hard copies of these online applications to Company.
- ix. Short-listing of applications received for further screening (decide various screening process required for the job role) in consultation with Company.
- x. Issuance of call letters/E-mails and ensuring complete co-ordination with shortlisted candidates
- xi. Arranging for various screening process including Psychometric Test (if required), composition of Selection Committee etc., in consultation with Company.
- xii. Facilitate conduct of interview by the Selection Committee constituted by Company.
- xiii. Perform background check, credit check, and credit history/ background check on candidates for the position. The bidder should ensure that the candidates identified should not have any police record/criminal record against them. The antecedent and caste report should be in prescribed format duly signed by Competent Authority.
- xiv. Handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of Government of India and/or decision of Hon'ble High Court/ Supreme Court.
- xv. Arrange for medical test of all selected candidates, providing the medical fitness certificate to the Company.
- xvi. Assist the Company in Internal selection/ promotion process including suggesting evaluation methods & competency tests.

7.5 Deliverables:

- The advertisement for identified vacancies in the Company will be prepared by the selected bidder/s in consultation with the Company after adhering to HR Policy.
- The job role/description of the identified vacancies will be prepared by the selected bidder along with **Compensation structure as per market standards after complete analysis of peer positions.**
- Background verification:
The background verification covering criminal records, disability certificate verification, educational/professional qualification verification, credit score check etc.
- Conducting and delivery of assessment report of test as required by the Company for the selection process.
- The selected bidder will also be required to assist Company in the internal selection/promotion process, including suggesting evaluation methods and competency tests.

8. TECHNICAL PROPOSAL EVALUATION & COMMERCIAL QUOTE

8.1 Evaluation process:

The competitive proposals will be evaluated by the company based on their competitiveness and suitability to company's requirement.

8.2 Eligibility & Technical Proposal:

Eligibility criterion for the shortlisted applicants to qualify this stage is mentioned hereunder and shortlisted Applicant/s who meet the eligibility criteria would only qualify for empanelment by the company.

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this EoI document. The Authorized representative of the firm present for the opening should have photo identification and shall sign in the register of attendance. The representative has to submit an authority letter duly signed by the Firm, authorizing him to represent and attend the Proposal opening on behalf of the firm.

S N	Particulars (WORK EXPERIENCE IN INDIA ONLY WILL BE CONSIDERED)	Weightage
1.	Sectorial experience (no. of years) of providing complete recruitment services in Infrastructure sector.	30 %
2.	Dedicated Team support to be provided to DICDL with relevant educational background, qualifying experience and credentials.	30%
3.	Experience (no. of years) of the applicant in the line of business of providing complete recruitment services in India.	10%
4.	Annual Turnover of Applicant in last 3 years	20%
5.	Methodology for undertaking the assignment for which Invitation Document is issued/customized to Company's requirements in India.	10%
	TOTAL	100

NB: Information provided by the applicant as mentioned in the table above should be submitted with supporting documents like work orders/ certificates strictly on client's letter head. Any other form of submission will be summarily rejected. For Sr. No. 2, Bidders are requested to furnish number of professionals/ dedicated staff undertaking complete recruitment services on declaration basis excluding clerical and admin support.

8.3 Preliminary Scrutiny

The Company will scrutinize the offers received to determine whether they are complete and as per EoI requirement, whether technical documentation has been submitted as asked for and required to evaluate the offer, whether the documents have been properly signed and whether items are offered as per the EoI requirements. The Company will inform the date, time and venue of presentation to the firms.

8.4 Bidding Process

In response to the present tender, the Bidder is required to submit the sealed Technical Bid containing the documents as per the details in the EoI, along with the documentary evidence, and other documents related to the bid.

8.5 Commercial Bid:

The commercial quotes are not required to be submitted at the time of Technical proposal submission by the Applicants. Commercial quotations will be invited by Company only from empanelled Applicant/s during the contract period based on Company's requirements.

When commercials are called for from the empanelled applicants, the Applicant is requested to quote it in Indian Rupee (INR).

8.6 Other Terms:

Company reserves the right to accept or reject any application/proposal without assigning any reason thereof. In case of doubt, decisions of the selection committee shall be final.

Payment to the empanelled applicant will be done within 30 days of submission of undisputed bills, subject to billings as per the accepted terms of the work order on completion of work and satisfactory performance as certified by the Company's authority.

It may be noted that the Company shall not pay any amount/expenses / charges / fees / travelling expenses/ boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees as per the final price of the successful applicant at the time of Commercial bidding.

8.7 Empanelment:

The Company wishes to empanel applicants in terms of this Invitation Document for recruitment of resources on contract basis in Senior Level positions in DICDL. The Company may also decide to empanel different applicants for different parts of the country, after ascertaining their credentials, technical suitability, presence & experience in any specific part of the country.

8.8 Stages of Technical proposal evaluation:

In brief, the various stages of Technical proposal evaluation, are as under:

- Full matching of the eligibility criteria as indicated under Section 6 above.
- Short-listing of the Applicants will be based broadly on prior experience, credentials and quality of resources.
- Arriving at the final score on Technical proposal of the short-listed firms after evaluation by Company, which will broadly be based on the following:
 - Experience of the Applicant in recruitment of manpower in Infrastructure sector.
 - Proposed Methodology and processes.
 - Dedicated Team support provided to the Company with qualifying experience and other credentials for executing the assignment.

Applicants scoring less than 60 marks (cut-off score) out of 100 marks in the technical evaluation, shall not be considered for the selection process and will not be considered as qualified.

All proposals will be assessed based on a Technical proposal evaluation process. These weightages shall be taken into consideration for arriving at the Empanelment Applicants for this EoI.

Annexure 1 – Letter of Authorization for Submission of Response

To,
Managing Director
Dholera Industrial City Development Limited,
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India

Sub: Authorization Letter for submitting EoI proposal documents.

Dear Sir,

This has reference to your above EoI for Empanelment of Human Resource Recruitment Consultants for Hiring Manpower at Senior Level Positions in DICDL.

Mr./Ms..... is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the EoI on behalf of our organization for all the services required by the Company as called for vide the Company's EoI as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the EoI process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted. We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods/services offered for supply by the Organization against this EoI.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Organization in its proposal.

Annexure 2 – EoI Response Covering Letter

Date:

To,
Managing Director
Dholera Industrial City Development Limited,
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017
Gujarat, India

**SUB: Response to EoI for Empanelment of Human Resource Recruitment
Consultants for Hiring Manpower at Senior Level Positions in DICDL**

REF: Your EoI: DICDL/DSIR/REC/01

Dear Sir,

Having examined and understood the instructions including all Annexures, Terms & Conditions forming part of the EoI, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said EoI.

We also submit required information along with documentary evidence in following format:

Parameter	Response – Specify wherever relevant	
Name of the Company and nature of business		
Holding company or Parent Company (if any)		
Company address		
Details of Ownership		
Name of the Parent Company (if any)		
Year of commencement of business		
Names of all the Directors (Applicant can add more records, if required)	1.	
	2.	
	3.	
Name of the key person with contact details		
Annual Turnover and Net Profit (in INR)	Annual Turnover	Net Profit
Year 2016-17		
Year 2017-18		
Year 2018-19		
No. of employees working in:		
Major Change in Management in the last three years		
Certifications		

Empanelment of Human Resource Recruitment Consultants
for Hiring Manpower in Senior Level Positions in DICDL

With any Government /its agencies		
With any other agency		
Name the Awards/ Accolades/ Recognition won for the application developed and deployed.		
Names of the Company for which similar work had been undertaken		

We hereby undertake to participate in the EoI process and will provide our services as Empanelled Applicant if selected, as per the Work Order/Empanelment Agreement signed by the successful Applicants with the Company.

We confirm that we have not made any changes in the templates provided by the Company as part of the EoI process, except for filling in appropriate columns.

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

We also confirm that the offer shall remain valid for 6 months from the date of the offer.

We also understand that the Company is not bound to accept the offer either in part or in full and that the Company has the right to reject the offer in full or in part without assigning any reasons whatsoever.

Signature of the Authorized Signatory
Name:
Designation:
Name of the Organization:
Address:

Annexure 3 – Undertaking

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Date:

To,
Managing Director
Dholera Industrial City Development Limited,
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017
Gujarat, India

**Sub: EoI for Empanelment of Human Resource Recruitment Consultants for Hiring
Manpower at Senior Level Positions in DICDL**

Madam/Sir,

Having examined the EoI including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to undertake recruitment of manpower for in Senior Level positions in DICDL in full conformity with the said tender document and in accordance with our proposal.

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the EoI.
2. We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of (6) months from the last date for submission of tender document to the Company.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We have never been barred/black-listed by any regulatory /statutory authority in India or abroad.
5. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
6. We certify that we have provided all the information requested by the Company in the format requested. We also understand that the Company has the exclusive right to reject this offer in case the Company is of the opinion that the required information is not provided or is provided in a different format.
7. We hereby covenant, warrant and confirm that the soft-copies of the proposal submitted by us in response to the EoI and the related addendums/ corrigendum and other documents including the changes made to the original EoI issued by the Company, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Dated this.....by2020 Yours sincerely,

Signature of the Authorized Signatory Name:

Designation:

Name of the Firm: Address:

Annexure 4 – Conformity Letter

(This letter should be on the letterhead of the Respondent duly signed by the authorized signatory)

Date:

To,
Managing Director
Dholera Industrial City Development Limited,
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017
Gujarat, India

**Sub: EoI for Empanelment of Human Resource Recruitment Consultants for Hiring
Manpower at Senior Level Positions in DICDL**

Madam/Sir,

Further to our proposal dated, in response to the Expression of Interest (REF: EoI: DICDL/DSIR/REC/01 hereinafter referred to as “EoI”) issued by DICDL (“Company”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the EoI and the related addendums/ corrigendum and other documents including the changes made to the original EoI issued by the Company shall form a valid and binding part of the aforesaid EoI document. The Company is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Company’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours sincerely,

Signature of the Authorized Signatory Name:

Designation:

Name of the Organization: Address:

Annexure 5 – Credentials

The expertise of the organization in recruiting Manpower at Senior Level positions in other organizations should be exhibited in detail. The Credentials should be arranged as below:

Sr. No.	Name of Organization along with the industry and country where the intervention was undertaken	Scope of the Assignment	Duration of the Assignment	Project Team
1				
2				
.				
.				
.				

All Credentials should be backed by references, which must include the following details:

- ✓ Contact Person's Name
- ✓ Name of Organization and Designation
- ✓ E-mail Address
- ✓ Mobile Number

The Company reserves the right to approach the references for further background checks.