

Request for Expression of Interest (REOI)

For

**Empanelment of Human Resource (HR)
Agencies for Recruitment of Key
Managerial Posts (KMPs) and other posts
of Ujjain Smart City Limited**

**December
2016**

Disclaimer

The information contained in this Request for Expression of Interest (“REOI”) document or subsequently provided to Applicant/s, whether verbally or in documentary form by or on behalf of the ‘Ujjain Smart City Limited’ (“the Client”), is provided to Applicant(s) on the terms and conditions set out in this REOI Document and any other terms and conditions subject to which such information is provided.

This REOI Document is not an agreement and is neither an offer nor an invitation by the Client Representatives to any other party. The purpose of this REOI Document is to provide interested parties with information to assist the formulation of their Application pursuant to this REOI Document. This REOI Document includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Project. Such assumptions and statements, in this REOI Document do not purport to contain all the information that each Applicant may require. This REOI Document may not be appropriate for all persons, and it is not possible for the Client Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this REOI Document. The assumptions, assessments, information and statements contained in this REOI Document may not be accurate, adequate and complete and each Applicant should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this REOI Document, and obtain independent advice from appropriate sources.

The Client Representatives make no representation or warranty and shall incur no liability to any person, including any Applicant or Bidder, under any law, statute, rule or regulation 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 REOI Document or otherwise, including the accuracy, reliability or completeness of the REOI Document and any assessment, assumption or information contained therein or deemed to form part of this REOI Document or arising in any way with qualification of Applicants for participation in the Bidding Process.

The Client Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this REOI Document.

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1 Introduction

1.1 Background

- 1.1.1 Ujjain city has been selected as smart city under the Smart Cities Mission ("Mission") launched by Government of India. As per Mission guidelines, Ujjain Smart City Limited ("the Client") has been incorporated as Special Purpose Vehicle (SPV) under the Companies Act, 2013 to implement the Mission in Ujjain city.
- 1.1.2 The Client intends to appoint Key Managerial Posts (KMPs) i.e. Company Secretary (CS) and Chief Finance Officer (CFO) and other positions of the SPV.
- 1.1.3 In this context, the Client intends to shortlist and empanel business entities that provide human resource services ("the Agency" or "Agencies") who will provide assistance to the Client in recruiting suitable candidates.
- 1.1.4 This Empanelment process is being undertaken to identify a panel of Human Resource (HR) Agencies who will be eligible for providing required manpower to the Client for recruitment of KMPs and other positions in SPV. However, it may be clarified that it is not binding on the Client and if they wish so, they can go for recruitment of KMPs and other positions at their own in a manner as desired by the Client.

1.2 Terms of Reference

- 1.2.1 The HR agency's services ("the Services") is to recommend dedicated, well-qualified and experienced personnel as per the qualifications, job profile and experiences described against each position for SPV. The agency should adopt a transparent and competitive and gender sensitive process. This should also be clearly noted that these posts are contract posts with consolidated pay package with no other benefits and are not permanent in nature. The Empanelled HR Agencies will perform following tasks:
 - I. Develop framework, principles and job descriptions for selection of KMPs or any other post in consultation with the Client.
 - II. Prepare a step by step process for selection of candidates.
 - III. Develop process for recruitment, methodology of selection and work plan in consultation with the Client.
 - IV. Advertise the call for application by providing wide publicity through media and also direct and indirect contacts through professional network with professionals so as to get maximum possible response from competent candidates. It may require publishing job advertisements in national and local newspapers, magazines and leading online job portals as per the requirements assessed by the Agency.
 - V. Screen the applications received to filter the best candidates for that post by following approved methodology.
 - VI. Undertake all necessary due diligence regarding the educational and technical/experience claims of the candidates.
 - VII. Prepare a schedule of the recruitment and get it finalized in consultation with the Client.
 - VIII. Provide pool of 5 to 7 shortlisted candidates against each post within the time frame as mentioned by the Agency. The panel should be accompanied by HR

summary details indicating strengths and weaknesses of shortlisted candidates who will be interviewed by the Client.

- IX. Provide a list of all the candidates who had applied for that post along with their evaluation and sorting documents.
- X. Develop draft employment contract in consultation with the Client for each post.
- XI. The indicative eligibility criteria of the proposed positions to be appointed are given below:

S.No.	Designation	No. of Posts
1	Chief Finance Officer (CFO) / Chartered Accountant (CA)	1
2	Account officer	1
3	Accountant	4
4	Company Secretary (CS)	1
5	Administrative Officer	1
6	Office Manager	2
7	Office Assistant	5
8	Chartered Accountant	1
9	Superintending Engineer	1
10	Executive Engineer	2
11	Assistant Engineer	4
12	Manager (E-Governance)	1
13	Computer programmer	2
14	Sub Engineer	8
15	Chief Planner	1
16	Assistant planner	2
17	Stenographer	1
18	Any other post as required by the client	NA

- XII. The above list is indicative and the Client may add or delete the proposed candidate based on its requirements.

1.2.2 The amount of one-time success fee to be paid by the Client to the HR Agency will be 1 (one) month's gross salary of the selected candidate as finalized by the Client.

1.2.3 The HR Agency will be paid success fee by the Client for successful recruitment of the recommended candidate as follows:

- a) 50% of one-time successful fee after 01 (one) month's successful service of the Candidate.
- b) Remaining 50% of one time successful fee after 03 (three) month's successful service of the Candidate.

1.2.4 Service tax will be paid extra and will be reimbursed by the Client after submission of proof of payments.

1.2.5

1.3 Availability of REOI Document

1.3.1 The document can be downloaded from the following Official Website of the Client: www.mpeproc.gov.in

1.4 Validity of Applications

1.4.1 The Application shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date hereinafter called “**Application Validity Period**”. The Client reserves the right to reject any Application, which does not meet this requirement.

1.5 Scope and Description of Empanelment Process

1.5.1 The Client proposes to adopt a single stage process to evaluate Applications received based on criteria set out in this REOI Document. Based on this evaluation undertaken, a panel of 3 (three) HR Agencies is expected to be prepared. The Client proposes to shortlist HR Agencies through this process. The Client shall shortlist the 3 (three) Applicants based on evaluation criteria as set out in Section 3 of this REOI document.

1.5.2 The purpose of empanelment is to create a pool of HR Agencies that can provide services to the Client for recruitment of suitable candidates. However, by virtue of getting shortlisted does not entitle shortlisted HR Agencies to claim their expenses incurred, if any, in the process of empanelment nor to claim for any assignment, whatsoever, it may be.

1.6 Schedule of Empanelment Process

1.6.1 The Client would endeavor to adhere to the following schedule:

S. No.	Event Description	Indicative Dates
1	Date of Publication of Document	3/12/2016
2	Purchase of Tender Start Date	3/12/2016
3	Last date of sending query	9/12/2016 upto 17:30 hrs
4	Pre – Bid Meeting Venue: as mentioned in Clause 1.7	12/12/2016 at 11:00 hrs
5	Purchase of Tender End Date	22/12/2016 upto 14:00 hrs
6	Technical Bid Submission End Date (Online)	22/12/2016 upto 17:00 hrs
7	Technical Bid Opening Date and Time	23/12/2016, 17:30 hrs

1.7 Communications

1.7.1 All communications excluding the submission of Application shall be addressed to the Official E-mail: Ujjainsmartcity@gmail.com,
Address: Office of Superintending Engineer, USCL, Mela Office, Kothi Road, Ujjain

1.7.2 Application shall be submitted online only and on the Official Website of the Client for the e-procurement: www.mpeproc.gov.in

2 Instructions to Applicants

General

2.1 Scope of Application

- 2.1.1 The Client wishes to receive Applications from eligible entities for the Project in order to shortlist consultants.
- 2.1.2 The Applicant shall submit its Application in the form and manner specified in this REOI.

2.2 Eligible Applicants

- 2.2.1 The Applicant eligible for participating in the qualification process shall be Single Entity:
- 2.2.2 For the purpose of this REOI, a Business Entity shall mean an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal. The Applicant shall have an office in India which is operational for at least last three years.
- 2.2.3 **Consortium is not allowed.**
- 2.2.4 The Applicant should submit a Power of Attorney as per the format enclosed at **Appendix 2**, authorizing the signatory of the Application to commit the Applicant.
- 2.2.5 An Applicant which has earlier been barred by the Client or blacklisted by any state government or central government / department / agency in India/ from participating in Bidding Process shall not be eligible to submit an Application, if such bar subsists as on the Application Due Date. The Applicant shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Application Due Date as per format provided in Appendix 6. In case the Applicant gets banned by the Client blacklisted by any state government or central government / department / agency during the Empanelment Period such Applicant shall cease to be Empanelled with the Client.
- 2.2.6 While submitting an Application, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Change in Consortium Composition

- 2.3.1 Not Applicable

2.4 Number of Applications

- 2.4.1 Each Applicant shall submit only one (1) Application for the Project. Any Applicant, who submits or participates in more than one Application for the empanelment will be disqualified.

2.5 Application Preparation Cost

2.5.1 The Applicant shall be responsible and shall bear all costs and expenses associated with the preparation of its Application and its participation in the Empanelment. It is clarified that the Client shall be not responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the Empanelment.

2.6 Acknowledgement by the Applicant

2.6.1 It is desirable that each Applicant submits its Application after collection of required information and analysis or any other matter considered relevant by it.

2.6.2 It would be deemed that by submitting the Application, the Applicant has:

1. Made a complete and careful examination of the REOI Document; and
2. Received all relevant information requested from the Client.

2.6.3 The Client shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

2.7 Right to Accept or Reject any of the Applications

2.7.1 Notwithstanding anything contained in this REOI Document, the Client reserves the right to accept or reject any Application or to annul the Empanelment Process or reject all Applications at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.

2.7.2 The Client reserves the right to reject any Application if:

- a. At any time, a material misrepresentation is made or discovered; or
- b. The Applicant does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the Application.

2.7.3 Rejection of the Application by the Client, as aforesaid, would lead to the disqualification of the Applicant.

2.8 Amendment of REOI Document

2.8.1 At any time prior to the Application Due Date, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the REOI Document by the issuance of Addenda posted on the Official Website.

2.8.2 In order to provide the Applicants a reasonable time to examine the Addendum, or for any other reason, the Client may, at its own discretion, extend the Application Due Date.

2.9 Clarifications

2.9.1 An Applicant requiring any clarification on the REOI Document may request the Client online through mail at official email. The Applicants should send in their queries latest by the relevant date and time mentioned in Clause 1.6 'Schedule of Empanelment Process'. The responses to the relevant queries will be uploaded on the Official Website.

Preparation and Submission of Application

2.10 Language

2.10.1 The Application and all related correspondence and documents furnished by the Applicant shall be in English only.

2.11 Format and Signing of Application

2.11.1 The Applicant would provide all the information in terms of this REOI Document. Only those Applications shall be evaluated that are received in the required format and complete in all respects.

2.11.2 The Applicant shall submit digitally signed and complete Proposal comprising the documents and forms in accordance with Clause 2.12. The submission shall be done electronically only:

2.11.3 The Application shall be uploaded on the Official Website only and shall be duly digitally signed. No physical submission of applications shall be accepted.

2.12 Sealing and Marking of Applications

2.12.1 An authorized representative of the Applicant shall digitally sign the submission letters in the required format. The authorization shall be in the form of a written power of attorney.

2.12.2 Each envelope shall contain the following (check-list):

a.	Letter of Application	Refer Appendix 1
b.	Power of Attorney for signing of application	Refer Appendix 2
c.	Details of Applicant	Refer Appendix 3
d.	Financial Capability of the Applicant	Refer Appendix 4
e.	Experience of Applicant	Refer Appendix 5
f.	Affidavit certifying that Business Entity / Director(s) of Business Entity are not blacklisted / barred	Refer Appendix 6
g.	Proof of registration of the Applicant	-

2.12.3 If the envelope is not digitally sealed and marked as instructed above, the Client assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted online and such Application may at the sole discretion of the Client, be rejected.

2.13 Application Due Date

- 2.13.1** The Applications should be submitted on or before time and mentioned in the Schedule of Empanelment Process (refer Clause 1.6), to the address provided in Clause 1.7 in the manner and form as detailed in this REOI Document. Applications submitted by either facsimile transmission or telex shall not be accepted.
- 2.13.2** The Client may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.8.1, uniformly for all Applicants.

2.14 Late Applications

- 2.14.1** No Application shall be accepted which is received after the Application Due Date. Any such Application received after the Application Due Date shall be summarily rejected and returned unopened.

2.15 Modifications / Substitution / Withdrawal of Applications

- 2.15.1** No Application shall be modified, substituted, or withdrawn by the Applicant after the Application Due Date.

2.16 Evaluation of Applications

- 2.16.1** No Application will be opened before the Application Due Date and Time as mentioned in 1.6.1.
- 2.16.2** The Applications, so received, would subsequently be examined and evaluated in accordance with the criteria set out in Section 3.
- 2.16.3** The Client reserve the right to utilize the services of consultant/s or advisor/s, to assist in the examination, evaluation, and comparison of Applications.
- 2.16.4** The Client reserves the right to reject any Application, if:
- At any time, a material misrepresentation is made or discovered; or
 - The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Application.
 - Found non-responsive as per Clause 2.18.1.

2.17 Confidentiality

- 2.17.1** Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Applicants shall not be disclosed to any person not officially concerned with the Empanelment Process. The Client will treat all information submitted as part of Application in confidence and would require all those who have access to such material to treat the same in confidence. At the conclusion of the evaluation process, the Client shall publish the list of Applicants who have been empanelled.

2.17.2 The Client shall not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.18 Tests of Responsiveness

2.18.1 Prior to evaluation of Applications, it shall be determined whether each Application is responsive to the requirements of the REOI Document. An Application shall be considered responsive if the Application:

- I. is received /deemed to be received by the Application Due Date including any extension thereof pursuant to Clause 2.13.2;
- II. is signed, sealed and marked as stipulated in Clause 2.12.1;
- III. contains all the information and documents as set out in Clause 2.12.2 and in the formats set out in this REOI Document; and
- IV. Mentions the Application Validity Period as set out in Clause 1.4.

2.18.2 The Client reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Applications.

2.19 Clarifications to Facilitate Evaluation

2.19.1 To facilitate evaluation of Applications, the Client, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application. Such clarifications shall be provided within the time specified by the Client, as the case may be, for this purpose. Any request for clarifications and all clarifications shall be in writing.

2.19.2 If an Applicant does not provide clarifications sought under Sub-Clause above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Client may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation.

2.20 Conflict of Interest

2.20.1 The Client requires that the Empanelled Consultants provide professional, objective, and impartial advice and at all times hold paramount the interests of the Client and/or the city/state for which consultancy services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Empanelled Consultants shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

Empanelment and Notification

2.21 Empanelment of Consultants

2.21.1 After the evaluation of Applications, the Client shall prepare a list of top 03 (three) Applicants who meet the qualification criteria as set out in this REOI Document. Other Applicants may be informed that their Applications have been unsuccessful.

2.21.2 The top 03 (three) shortlisted Applicants would be duly notified that such applicants are Empanelled with the Client ("Notification of Empanelment").

2.22 Validity of Empanelment

2.22.1 The Empanelment will be initially for the period of 36 (Thirty Six) months from the date of Empanelment. The Client may renew the Empanelment for an additional duration as decided by the Client at its sole discretion. At the end of 36 months from the date of issue of Empanelment list, the Client may, at its sole discretion, consider additions/ modifications to be made to such Empanelment list.

2.23 Termination of Empanelment

2.23.1 If in the review of the Client the performance of an Applicant is not satisfactory, or if in its view the Applicant has failed to safeguard the interest of the Client, the Client may at its sole discretion, terminate the engagement of the Applicant with the Client by giving one month notice period. The Client, in doing so, shall intimate the Applicant in written termination letter. The decision of the Client in this matter shall be final and binding.

3 Criteria for Evaluation

3.1 Financial Capacity and Technical Experience of the Applicant

- 3.1.1** The Applicant should have a minimum average annual turnover of Indian **INR 2 (two) crore** during the last 03 (three) financial years preceding the Application Due Date from professional services related to human resources.
- 3.1.2** The Applicant shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 3.1.3** Past experience of at least 02 (two) years and proven track record of hiring the personnel particularly for Key Managerial posts or Senior Management positions for at least ten entities: public sector undertakings (PSUs) or Public Limited Companies or Government Autonomous organizations or large Private companies (i.e., private companies with average annual turnover of Rupees 50 (fifty) crores or above in last three years).
- 3.1.4** The bidder should sign on each page of the document and enclosures of experience and other information as requested above.

3.2 Evaluation of Applications

- 3.2.1** This section provides the details of evaluation process. The Applications will be evaluated on the basis of the past experience of the Agency and the financial strength of the Agency.
- 3.2.2** The Applications will be evaluated on the basis of the following parameters:

S. No.	Component	Max Marks
1.	Total number of full-time professional employees of the HR Agency <ul style="list-style-type: none"> • 0 to 20 employees: 5 marks • More than 20 employees: 10 marks 	10
2.	Number of offices in India <ul style="list-style-type: none"> • 1 office: 5 marks • 2 to 5 offices: 10 marks • More than 5 offices: 15 marks 	15
3.	Average annual turnover of last three years <ul style="list-style-type: none"> • Rs. 2 to Rs. 5 crores: 5 marks • More than Rs. 5 to Rs. 10 crores: 10 marks • More than Rs. 10 crores: 15 marks 	15

4.	Total years of experience of the firm (from the date of incorporation of firm) <ul style="list-style-type: none"> • 2 to 5 years: 5 marks • More than 5 years: 10 marks 	10
5.	No. of successful recruitments for KMPs or Senior Management positions in last three years (certificate from previous clients of the Agency to be furnished) <ul style="list-style-type: none"> • 10 to 25 recruitments: 10 marks • 26 to 50 recruitments: 20 marks • 51 to 75 recruitments: 30 marks • 76 to 100 recruitments: 40 marks • More than 100 recruitments : 50 marks 	50
Total		100

3.2.3 The Client will shortlist the top 3 (three) ranked Agencies.

4 Fraud and Corrupt Practices

- a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this REOI, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Empanelment Process.
- b) Without prejudice to the rights of the Client under above Clause, if an Applicant or Consultant, as the case may be, is found by the Client 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 Empanelment Process, or after the issue of the notification of Empanelment, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly 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.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Empanelment Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Empanelment Process or after the issue of the Notification of Empanelment, as the case may be, any person in respect of any matter relating to the Empanelment or Notification of Empanelment, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
 - ii. “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Empanelment Process;
 - iii. “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Empanelment Process;
 - iv. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (ii) having a Conflict of Interest; and
 - v. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Empanelment Process.

5 Miscellaneous

- a) The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ujjain shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.
- b) The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - i. Suspend and/or cancel the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;
 - ii. Consult with any Applicant in order to receive clarification or further information;
 - iii. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- c) It shall be deemed that by submitting the Application, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- d) All documents and other information supplied by the Client or submitted by an Applicant shall remain or become, as the case may be, the property of the Client. The Client will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- e) The Client reserves the right to make inquiries with any of the previous clients listed by the Applicants in their previous experience record.

Appendix 1: Format for Letter of Application

[On the Letter head of the Applicant]

Date:

To
Ujjain Smart City Limited
Mela Office, Kothi Road, Ujjain

Ref: **Empanelment of Human Resource (HR) Agencies for Recruitment of Key Managerial Posts (KMPs) of Ujjain Smart City Ltd.**

Dear Sir,

Being duly authorized to represent and act on behalf of
..... (Hereinafter referred to as "the Applicant"), and having gone through and fully understood all of the eligibility and qualification requirements and information provided, the undersigned hereby apply for Empanelment for the captioned project.

We are enclosing our Application for Qualification in one (1) original, with the details as per the requirements of the REOI Document, for your evaluation.

We confirm that our Application is valid for a period of 120 (one hundred and twenty) days from (Application Due Date)

Yours faithfully,

(Signature of Authorized Signatory)
(Name, Title and Address)

Appendix 2: Format for Power of Attorney for Signing of Application

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for the **Empanelment of Human Resource (HR) Agencies for Recruitment of Key Managerial Posts (KMPs) of Ujjain Smart City Ltd.** including signing and submission of all documents and providing information / responses to Ujjain Smart City Ltd., representing us in all matters before the Client, and generally dealing with the Client in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Application is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Appendix 3: Format for Details of Applicant

1. Details of Applicant

a.	Name of applicant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation. (Attach Copy of incorporation certificate)	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	Service Tax Registration Number (attach copy).	:	
j.	Permanent Account Number (copy).	:	
k.	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	
m.	Total number of full-time professional staff on HR payroll of the Applicant as on 31 March 2016	:	

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the Empanelment, it is proved that the information furnished by us is wrong, the Client reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Firm

Date
Place

Name _____
Designation _____
Tel No. _____
Mobile No. _____

E Mail ID _____
Seal/Stamp of the Firm

Appendix 4: Format for Financial Capability of the Applicant

(Equivalent in Rs. crores)

Applicant*	------(Name of Applicant)				
FY	2013-14	2014-15	2015-16	Total	Average
Annual Turnover					
Net Profit					
<p>Financial Year 2015-16</p> <p>Total Assets _____</p> <p>Total Liabilities_____</p> <p>Net Worth_____</p> <p style="text-align: center;">Certificate from the Statutory Auditor[^]</p> <p>This is to certify that the above information is as per audited balance sheet against the respective years.</p> <p>Name of the audit firm: Seal of the audit firm Date: (Signature, name and designation of the authorized signatory)</p>					

The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.

* Any Applicant should fill in details as per the row titled Annual turnover, net profit Net Worth in the row below.

[^] In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

Appendix 5: Format for Experience of the Applicant

Attach the proof of document evidence with the following

S. No	Component
1	Company incorporation certificate.
2	Certificate from the previous clients about services provided by the Agency with regards to number and type of KMPs / senior management positions recruited through the Agency along with contact details of the Client
3	Pan India institutional set up of the firm - Zone/region/location wise Registered office Address along with phone Numbers and mail-id is mandatory

Appendix 6: Format for Affidavit Certifying that Entity / Director/s of
Entity are not blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India from participating in Project/s, either individually or as member of a Consortium as on _____.

We further confirm that we are aware that as per Clause 2.7, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of Clause 2.2 at any stage of the Empanelment Process or thereafter during the Empanelment period.

Dated thisDay of, 201.....

Name of the Bidder

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

***** End of Document *****