

**Expression of Interest (EOI) from the Recruitment
Agencies for the Empanelment for Recruitment
Services at Central Pollution Control Board (CPCB)**

**EOI No: C-20015/02/OR/2019-Admin.(R)/
Date: 13.08.2019**

EXPRESSION OF INTEREST FROM RECRUITMENT AGENCIES FOR THE
EMPANELMENT FOR RECRUITMENT SERVICES

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SECTION-I

Introduction and Invitation for Bids

EXPRESSION OF INTEREST FROM RECRUITMENT AGENCIES FOR THE
EMPANELMENT FOR RECRUITMENT SERVICES

CENTRAL POLLUTION CONTROL BOARD
(Ministry of Environment, Forests & Climate Change, Govt. of India)
Parivesh Bhawan, East Arjun Nagar, Delhi-110032

EOI No: C-20015/02/OR/2019-Admin.(R)/

Date: 13.08.2019

Central Pollution Control Board (hereinafter called "CPCB"), invites Techno-commercial bids from the eligible Recruitment Agencies/Firms/Consultancies to participate in the Expression of Interest (EOI) for "**Empanelment of Recruitment Agencies for the Recruitment Services at CPCB**"

For the implementation of above services, all eligible Recruitment Agencies/Firms/Consultancies /Bidders should submit their Techno-Commercial Bids complete in all respects through e-tendering website: <https://eprocure.gov.in/eprocure/app> directly after carefully going through detailed terms and conditions of e-tendering. Willing agencies are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA), followed by registration of the fact of possessing the DSC through the registration system available in the website.

Bidder shall submit the EOI proposal within prescribed date and time, complete in all respect as per the Bid Information sheet.

1. The complete EOI Documents are available at <https://eprocure.gov.in/eprocure/app> and CPCB's website at <http://cpcb.nic.in>. Interested bidders shall download the Bidding Documents from the above website.
2. CPCB reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

DISCLAMIER:

1. Though adequate care has been taken while preparing the EOI Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of EOI, it shall be considered that the EOI Document is complete in all respects and has been received by the Bidder.
2. CPCB reserves the right to modify, amend or supplement this EOI Document including all formats and Annexures. Bidders are required to visit the websites for the updates from time to time.
3. While this EOI has been prepared in good faith, neither CPCB nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI, even if any loss or damage is caused by any act or omission on their part.

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BID INFORMATION SHEET

Eoi No. & Date	EOI No: C-20015/02/OR/2019-Admin.(R)/ Date: 13.08.2019
Broad Scope	Expression of Interest (EOI) from the Recruitment Agencies for the Empanelment for Recruitment Services at CPCB for recruitment of various posts of Group A, B & C cadre (Scientific/Technical/Administrative/ Accounts/IT/Legal)
Agreement Period	02 Years, extendable upto 05 years on year to year basis based on the satisfactory performance of the Recruitment Agency / requirement of CPCB.
EOI/Bid Processing Fee (non-refundable)	Rs. 2000/- to be submitted in offline mode, in the form of Demand Draft / Banker's Cheque drawn in favour of "Central Pollution Control Board" Payable at New Delhi. Bid Processing Fee is to be deposited alongwith the EOI submission.
Earnest Money Deposit (EMD)	Bidders are not required to submit any Earnest Money Deposit (EMD) at this stage and only Technical documents are required to be submitted at this point. Against the successful empanelment of the agencies with CPCB, Price bids will be invited from such empanelled agencies only on Assignment to Assignment basis and then only the required Earnest Money Deposit (EMD) will be required to be submitted by the empanelled agencies.
Date , Time & Venue of Pre-bid Meeting	If required, a Pre-bid/clarification meeting shall be held as per the intimation on the website. Maximum two persons from the Bidder company are allowed to attend the same.
EOI Submission Deadline	29.08.2019 , up to 1600 HRS
EOI Opening	30.08.2019 , 1600 HRS
Name, Designation, Address and other details (For Submission of Response to NIT)	Member Secretary Central Pollution Control Board Parivesh Bhawan, East Arjun Nagar Delhi-110032

EXPRESSION OF INTEREST FROM RECRUITMENT AGENCIES FOR THE
EMPANELMENT FOR RECRUITMENT SERVICES

1. INTRODUCTION

- 1.1 Empanelment of recruitment agencies through this Application shall be for a period of 02 (two) years from the date of empanelment. On completion of two years of successful empanelment, the same may be extended/ renewed upto five years on year to year basis by CPCB based on the performance of the Recruitment agency during the empanelment period and/or based on the requirement of CPCB.
- 1.2 At this stage, CPCB will be empanelling the Techno-Commercially qualified recruitment agencies based on their Techno-commercial credentials as submitted for the period as specified in the EOI document. After Technical empanelment of the recruitment agencies, CPCB intends to execute the recruitment work from the empanelled agencies, wherein the empanelled agencies will be allocated the work based on the selection of Lowest (L1) rate basis, derived for a specific recruitment drive. Against the empanelment of the recruitment agencies, CPCB will call for a limited price bid enquiry from the empanelled agencies based on a particular recruitment requirement. At this stage, there will be only technical empanelment of the agencies with CPCB & no price bids are to be submitted. Against the empanelment & calling for the price bids from the empanelled agencies, the requisite Bid Processing Fee & Earnest Money deposit will be required to be submitted based on specific recruitment project basis only.
- 1.3 Applications are invited from well reputed and experienced agencies/firms/service provider based in India having adequate experience and professional expertise in the field of recruitment of various posts in Group A, B & C category, for empanelment as per details outlined in scope of work.
- 1.4 Consortium/Joint-Venture/ Sub-contracting shall not be permitted. However, in order to bridge the competency gap in expertise towards specific requirements of CPCB, the agency may hire respective domain experts/ resources, at their end.
- 1.5 This EOI for Empanelment does not constitute an offer and is issued with no guarantee for any definite volume of work or any particular service at any time or throughout the period of empanelment, as the job will be allocated against CPCB's requirement on recruitment assignment basis to the empanelled agencies.
- 1.6 The EOI for Empanelment completed in all respect must be submitted as per the instructions furnished and in the prescribed format along with copies of documents in support of information, wherever applicable before the last date and time of submission of EOI for Empanelment. Incomplete/conditional bids shall be rejected summarily.
- 1.7 CPCB reserves the right to modify, expand, restrict, scrap, re-float or cancel the EOI at any stage without assigning any reasons. Application for EOI received after the stipulated time period for empanelment will not be considered.

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- 1.8 All applicants are presumed to have examined all amendments/ corrigendum/ clarifications and have submitted their applications accordingly. In case any queries remain un-replied, it shall be construed that in respect of those queries, the respective stipulations of the Empanelment documents shall continue to apply and/or no new stipulations are made with respect to those queries.

SECTION-II

Scope of Work and Technical Specifications

1. SCOPE OF WORK

1.1 Development of Online Registration Portal and Processing of Online Applications

- a) To develop a dedicated website, exclusively for the specific recruitment project.
- b) To update the information on the website/portal regularly for information to candidates and maintain the website till the completion of the project.
- c) To provide necessary connectivity with adequate band width.
- d) To maintain the server for the total duration of the project.
- e) To design and develop online application form to be used by the candidates for submitting their online applications.
- f) To develop, publish and demonstrate instructions for filling online applications.
- g) To incorporate the features of auto scrutiny of the candidates' information based on the criteria provided by CPCB. Application to be considered as submitted only of those candidates who have successfully remitted the fee amount.
- h) To integrate the online registration portal with payment gateway provided by CPCB. To verify the transactions made through payment gateway.
- i) To provide for the generation of printable version of application form with a unique registration no. after successful submission of online application by the candidate.
- j) To maintain the database of all the applications and to generate reports as required by CPCB.
- k) To screen and process the applications on the computer and to identify the eligible candidates as per the eligibility criteria provided by CPCB.
- l) To design Admit Cards for provisionally eligible candidates.
- m) To develop software for uploading of admit cards on the dedicated website with facility for candidates to download their admit cards online.
- n) To provide MIS related to receipt of the applications Fee from the candidates containing their Name, transaction details, amount and any other details as may be required.

1.2 Fixation of Test Centres & Conduct of Written Test or Online Test

- a) To arrange for venues at Delhi, Bangalore, Bhopal, Kolkata, Lucknow, Vadodara, Shillong, Chennai, Chandigarh and Pune, where CPCB Offices are situated for conduct of written test/Online Test, as per the requirement with facilities of rooms, Computers, Internet connectivity, complete infrastructure required for conducting the online test, furniture, invigilation, supervision, drinking water, toilets etc.

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- b) To detail Centre Superintendents, Invigilators and other staff at all test centres, in consultation with CPCB.
- c) To generate and allot unique roll no, test centre to the provisionally eligible candidates.
- d) To generate the attendance sheets for each test Centre separately.
- e) To design and print guidelines for conducting the written/ online test, instructions for invigilators and centre superintendents and to position the same at each test centre.
- f) To organize and conduct written / online test simultaneously for all posts at all the centres/venues in a single sitting.
- g) To make all necessary arrangements at all test centres for the conduct of the written/ online test in a smooth, fair and transparent manner.

1.3 Development of Question Papers, OMR Answer Sheets (Written test), Online answer sheets (Online test) and Result Processing

- a) To design and develop question paper in English & Hindi (Bilingual) as per CPCB's guidelines & requirements.
- b) To print multiple copies of the question papers (Written test) / arranging online test copies post-wise as per requirement of CPCB.
- c) To design and print the required no. of OMR Answer Sheets in case of written test.
- d) To design and manage the requisite question paper in case of online test.
- e) To pack and seal the question paper booklets and make centre-wise packets of the question booklets and ensure delivery of the same at the test venues.
- f) To arrange centre wise encrypted online question papers with codification & paper set nos. on centre wise basis in case of the online test.
- g) To retrieve back test material both used and unused directly from the test centres in case of written examination.
- h) To evaluate the online answer sheet/OMR Answer Sheets in presence of CPCB's representative.
- i) To provide the mark list in coded form for Written/online test by concealing the name and roll number for determining the cut – off marks by CPCB
- j) To prepare merit list on the basis of written test/online test results after cut off marks a decided by CPCB.
- k) To handle the entire above-mentioned operation with utmost confidentiality, taking due precautions and in a professional way of high standard.
- l) To retain the intellectual property rights of the test material developed.
- m) To retain the test related documents as per existing Policy of CPCB.

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1.4 Project Schedule

The schedule subsequent to feasibility analysis of a particular assignment is given below:

Activity	Detail of the Activity	Schedule (No of Days)
A1	Allotment of recruitment activity work by CPCB on a specific recruitment project basis	A1
A2	Development of Online Registration Portal	A1 + 15
A3	Online Registration	A2 + As decided by CPCB
A4	Processing of Online Applications	A3 + 14
A5	Fixation of Test Centers for written/Online test	A4 + 14
A6	Allotment of Roll Number and Test Centre venues for examination	A5 + 7
A7	Uploading of Admit Cards on the website	A6
A8	Date of the Written Examination	A7 + 14
A9	Scanning and Handing over of Result to CPCB, New Delhi	A8 + 7

1.5 The agency will be required to provide the desired services as and when required by CPCB, after signing Empanelment Agreement with CPCB. Personnel to be recruited in the organization comprise of various posts in Group A, B and C category in the field of Engineering, Environment, Science, Accounts, Legal, Administration or any other position identified by CPCB. CPCB does not guarantee any definite volume of work or any particular service at any time or throughout the period of empanelment as all the jobs will be allotted to the empanelled agencies against the lowest (L1) price basis for a particular recruitment drive basis only.

1.6 The recruitment process is proposed to be outsourced and entrusted to the selected empanelled recruitment agency, which shall do everything necessary for successful recruitment against the posts advertised (except conduct of final interviews of candidates short-listed either after or without the written test/typing test/skill test/trade test/Online test etc. as applicable in consultation and under direct supervision of CPCB)

1.7 Without affecting the generality of above, the Recruitment Agency will have the responsibility of: Providing consultancy and extending support to CPCB for finalization of advertisement for publication in Employment News and on CPCB's website, to maintain confidentiality in this reference till completion of the process and to release the advertisement for recruitment in the Employment News.

1.8 The agency should have the capacity to receive online applications for recruitment from the aspirants. The agency should be in a position to develop, customize, design and host online applications management system as per requirement of CPCB to enable applicants to apply online. The application format should be designed in such a way that non-eligible application should be eliminated at the time of online submission of application.

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- 1.9** To make all the arrangements for the written exam/online test/skill/Trade test etc., if required and to set up question papers for the various posts. Further, the agency will generate roll number, book test venue for written/online test and set up infrastructure etc. The agency should also ensure printing of question paper and OMR answer sheets in secured manner for conducting the written examination. The Agency should ensure result processing and develop any other step required to conduct test of the applicants at all venues in secured manner.
- 1.10** To seek application fees online directly in CPCB's Bank Account.
- 1.11** After receipt of online applications, the Agency will generate the data of the eligible candidates, along with their brief profile name-wise, category-wise etc.
- 1.12** The entire database of the recruitment will be provided by System Support Service on CD/DVD in MS EXCEL
- 1.13** The recruitment process already initiated prior to empanelment for the processing can be assigned to the empanelled agency, if necessary
- 1.14** The Reservation policy of Govt. of India as applicable from time to time for recruitment and selection should fully be observed in its letter and spirit and complied by the Agency in the recruitment process.
- 1.15** Written tests/online test for selection of candidates against a particular post/recruitment assignment will be held at various Test Centres, finalized in consultation with CPCB. The agency will take steps for booking of the centre(s) for conducting the examination and make all necessary arrangements at such centre(s) for holding the written test or online test, including deployment of invigilators, Computers, Internet, Centre(s) In-charge and other necessary personnel including security arrangement.
- 1.16** To generate issue of Admit Cards/Call letters to the candidates as per mutually decided mode of communication to appear for the written test/online test/interview/ Trade test, etc.
- 1.17** In case of written test, the agency will be responsible for preparing the paper sets for each post. The agency will be responsible for confidential printing of the question papers. The responsibility of the printing and safe custody and distribution of the question papers at the examination shall lie on the agency. The agency will be liable for any pilferage or leakage of questions before the examination. To further shortlist the candidates on the basis of marks obtained in written examination and submit the details to CPCB.
- 1.18** In case of online test, the agency will be responsible for preparing the online question paper sets for each post. The agency will be responsible for encrypting of the question papers. The responsibility of the encrypting with question paper set nos. and safe custody shall lie on the agency. The agency will be liable for any pilferage or leakage of questions before the examination. To further shortlist the candidates on the basis of marks obtained in online examination and submit the details to CPCB.

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- 1.19** The agency will publish/declare the list of qualified candidates based on the criteria finalized by CPCB. The agency will make arrangements for issuance of interview call letters to qualified candidates, once approved by CPCB.
- 1.20** Extending support and providing requisite information to the designated officials of CPCB on priority basis, in case of any legal dispute/Court Cases/RTI applications filed against the advertisement/ recruitment process within the scope of work assigned to the recruitment agency.
- 1.21** The eligibility criteria of the candidates and selection procedure will be guided by CPCB and regulations and government rules and regulations as applicable to the CPCB. The basic information about the posts, eligibility criteria for each category of post and the recruitment process will be furnished by CPCB from time to time.
- 1.22** The above scope of work is only indicative in nature. The exact scope of work may differ depending upon the job profile of individual post being put to selection process. CPCB reserves the right to change the schedule of major activities due to unforeseen circumstances for which the Agency will not have any objection. Improvement /changes in the scope of work due to technical /administrative issues may be made with mutual consent.
- 1.23** For any other activity connected with the particular recruitment assignment the agency shall, unless specifically excluded in the Agreement, shall perform all such services not specifically mentioned in the Agreement/scope of work, but that can be reasonably inferred from the Agreement as being required for attaining completion of the services as if such services and/or items were expressly mentioned in the Agreement,
- 1.24** All the deliverables mentioned above have to be carried out in consultation with CPCB. The Agency would at all times conduct the activities with transparency and integrity. Integrity would include maintaining integrity in all the processes before, during and after the recruitment assignment. It would not indulge in any practice which is against the interests of the CPCB and obligations to the candidates.
- 1.25** The Agency should provide professional, objective and impartial advice at all times and hold the CPCB's interests paramount and should observe the highest standard of ethics while executing the assignment.

SECTION-III

Instructions to Bidders and Eligibility Criteria

1. Bid Information and Instructions to Bidders

1.1 General

- A. Bidders may download the complete bidding document along with its amendment(s) if any from www.eprocure.gov.in and/or CPCB website (www.cpcb.nic.in) and submit their Bid complete in all respect as per terms & conditions of EOI Document on or before the due date of bid submission as mentioned in the **Bid Information Sheet**.
- B. The successful bidders would be empaneled based on their technical eligibility along with supportive documents. The proposal should be submitted as per prescribed format along with copies of documents in support of information wherever applicable by the responding Recruitment Agency.
- C. The bidders who have downloaded the Application for Empanelment documents shall be solely responsible for checking the website for any updates/corrigendum / changes made in the Application for Empanelment document or any related document as issued by CPCB subsequently and take into consideration the same while preparing and submitting the application. It is clearly understood that CPCB will accept the Application for Empanelment documents as available in the website and the Application for Empanelment shall be rejected if any tampering in the Empanelment document is found to be done at the time of opening of Application for Empanelment or at any stage thereafter.
- D. In case, it is found during the evaluation or at any time before issuance of Empanelment Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not, yet appointed as the empanelled agency and if the Applicant has already been issued the Empanelment Agreement or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein be liable to be terminated. Besides, the Corporation reserves the right to blacklist the applicant for any future dealing along with initiation of any appropriate penal action as per the applicable law.

1.2 Bid Submission

1.2.1 General

The bidding methodology adopted for this Project shall be Single Stage Online system
Techno-Commercial bids shall be opened for all the Bids submitted by the prospective bidders.

1.2.2 Online Submission on e-Procurement portal

- a. Bidders should submit their responses to an EOI as per the procedure specified only on e-Procurement portal <https://eprocure.gov.in/eprocure/app>. Each of the documents specified in the bid document must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.
- b. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. DGCA will in no case be responsible if the bid is not submitted online within the specified timelines.

- c. All the pages of the proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- d. Response submitted by any other mechanism or on any portal other than CPPP will not be considered and will be summarily rejected without any intimation to the bidder.
- e. The response to EOIs must be submitted only on the e-Procurement portal <https://eprocure.gov.in/eprocure/app> by the date and time specified for the EOI. Any proposal submitted on the said portal after the deadline will not be accepted and shall be automatically rejected.

1.3 Eligibility Criteria

1.3.1 General

- A. At this stage, CPCB will be empanelling the Techno-commercially qualified recruitment agencies based on their Techno-commercial credentials as submitted for the period as specified in the EOI document. After Technical empanelment of the recruitment agencies, CPCB intends to execute the recruitment work from the empanelled agencies only wherein the empanelled agencies will be allocated the work based on the selection of Lowest (L1) rate basis derived for a specific recruitment drive. Against the empanelment of the recruitment agencies, CPCB will call for a limited price bid enquiry from the empanelled agencies based on a particular recruitment requirement. At this stage, there will be only technical empanelment of the agencies with CPCB & no price bids are to be submitted. Against the empanelment & calling for the price bids from the empanelled agencies, the requisite Bid Processing Fee & Earnest Money deposit will be required to be submitted based on specific recruitment project basis only.
- B. The Bidder shall not be under a declaration of ineligibility by Owner for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined under the bidding document
- C. Neither bidder nor their allied agency (ies) should be on the banning list of CPCB or any other Government Agency.
- D. It shall be the sole responsibility of the bidder to inform CPCB in case the bidder is debarred from bidding by CPCB. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- E. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- F. In case there is any change in status of the declaration prior to award of Agreement, the same has to be promptly informed to Owner by the bidder.
- G. The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises & Limited Liability Partnership Firms.
- H. Any kind of Technical or Financial JV/Consortium is not allowed under this EOI Document.

1.3.2 Technical Eligibility Criteria:

- A. The Agency based in India dealing with the business of providing HR Recruitment Services with adequate professional expertise in the field of recruitment of various posts is eligible to participate in the empanelment.
- B. The Agency should have a minimum of 03 (three) years of experience of successfully conducting recruitment and placement of various personnel, including Recruitment / Selection activities for various sectors including Central Govt. / State Govt. / CPSU/ State PSU/ Autonomous/statutory Bodies/ Public Sector Banks/ Public Sector Insurance Companies.
- (Experience in last three years to be submitted in the form of work-orders issued from the organizations).
- C. The Agency should have successfully conducted at least 10 (ten) recruitment projects of similar nature - during last 03 (three) years carried out for organizations, out of which minimum five projects should have been accomplished for Central Govt./State Govt. / CPSU/ State PSU/ Autonomous/Statutory Bodies/ Public Sector Banks/ Public Sector Insurance Companies (Attach documentary proof for recruitment projects). Recruitment project means a work order for any particular category of post/posts successfully implemented/executed, work orders of which are to be submitted along with the tender submission).
- D. Total number of applications processed should have been 1000 or more per project for at least five recruitment projects during last (3) three years (Attach supportive documents containing number of positions advertised, no of applications processed etc.).

1.3.2 Financial Eligibility Criteria:

Minimum Average Annual Turn Over:

The participating Bidder should have a Minimum Average Annual Turnover of **INR Five Crores only** for the last 03 financial years preceding the Bid Deadline.

Financial data for latest last three audited financial years has to be submitted by the bidder in Format IV under Section VI of Forms & Formats of NIT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature.

The EOI submission of bidders, who do not qualify the technical eligibility criteria & financial criteria stipulated in the clauses 1.3 above, shall not be considered for further evaluation and therefore would be rejected. However, CPCB may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. The mere fact that the bidder is qualified as mentioned in clause 1.3 shall not imply that his bid shall

automatically be accepted. The same should contain all technical data as required for consideration of EOI as prescribed.

Non-compliance of any of the above conditions will result in technical disqualification of the party. Financial bid of the technically disqualified party(s) will not be considered.

2. Validity of the Response to EOI Document

The Bidder shall submit the response to EOI Document which shall remain valid up to **“one hundred and eighty (180) days”** from the date of opening of EOI (“Bid Validity”). CPCB reserves the right to reject any response to EOI Document which does not meet the aforementioned validity requirement. CPCB may solicit the bidders’ consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

3. Public Procurement Policy for Micro and Small Enterprises (MSES) will be applicable at the time of inviting the Price Bids from the empanelled recruitment agencies.

4. Earnest Money Deposit (EMD): Bidders are not required to submit any Earnest Money Deposit (EMD) at this stage and only Technical documents will be required to submit at this point. Against the successful empanelment of the agencies with CPCB, Price bids will be invited from such empanelled agencies only on assignment to assignment basis and then only the required Earnest Money Deposit (EMD) will be required to be submitted by the empanelled agencies.

5. Performance Security: Void

6. Bid/EOI Processing Fee (Non –Refundable)

A non-refundable, Bid Processing Fee is to be submitted in the form of ‘crossed payee accounts only’ Demand Draft/ Banker’s Cheque in favour of “Central Pollution Control Board Delhi” payable at Delhi. The Bid Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet. Bids submitted without payment of requisite Bid Processing Fee will be treated as non-responsive and shall be liable for rejection.

7. Non-Transferable Bid

Neither the Agreement nor any rights granted under the Agreement may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Bidder. The Bidder shall not sublet or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder under the Agreement.

8. Non-Transferable Bid

Neither the Agreement nor any rights granted under the Agreement may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Bidder. The Bidder shall not sublet or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder under the Agreement.

9. Deviations

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original EOI documents. If the bidder has any observations, the same may be indicated, for conducting a Pre-bid meeting.

10. Withdrawal of bid

No EOI can be withdrawn after techno commercial bid opening and during EOI validity period. Submission of a EOI by a bidder implies that he had read all the EOI documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

11. Clarification on the bid

To assist the examination, evaluation and comparison of the EOIs, CPCB may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change of substance of the EOI shall be either sought or permitted. Above clarification and their response shall form part of the EOI and shall be binding on the bidder.

12. Examination of the bids

CPCB shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the CPCB. However, CPCB may seek clarifications to ascertain the actual facts & Technicalities. In case of EOIs containing any conditions or deviations or reservations about contents of EOI document, CPCB may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the EOI shall be treated as non-responsive. CPCB's decision regarding responsiveness or non-responsiveness of a EOI shall be final and binding.

13. Canvassing

No bidder is permitted to canvass to CPCB on any matter relating to this EOI. Any bidder found doing so may be disqualified and his bid may be rejected.

14. Right to accept any bid or reject all bids

CPCB reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the Agreement without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the CPCB shall deem such bid as invalid.

REJECTION CRITERIA:

Notwithstanding the above, deviation to the following clauses of EOI document shall lead to summarily rejection of Bid:

- (a) Eligibility Criteria including General, Technical and Financial Qualifying Requirements
- (b) Firm/Constant Price : At the time of Price bids invitation
- (c) Bid Processing Fee : At the time of Price bids invitation
- (d) Specifications & Scope of Work
- (e) Deviation in Price Bids : At the time of Price bids invitation
- (f) Duration/ Period of Empanelment / Completion schedule
- (g) Period of Validity of Bid
- (h) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (i) Force Majeure & Applicable Laws
- (j) Any other condition specifically mentioned in the EOI document elsewhere that non-compliance of the clause lead to rejection of bid

15. Empanelment Agreement (EA)

- 15.1 Prior to the expiry of 'Period of Bid Validity', CPCB will notify the successful bidder in writing, in the form of "Empanelment Agreement (EA)" through e-mail/ courier/ registered post, that his Bid has been accepted.
- 15.2 Empanelment Period shall commence from the date of " Empanelment Agreement (EA)" or as mentioned in the Empanelment Agreement (EA).
- 15.3 The "Empanelment Agreement (EA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 15 (Fifteen) days from the date of its issuance.
- 15.4 In case the successful bidder fails to acknowledge the acceptance of "Empanelment Agreement (EA)" as mentioned above vide above clause, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 15.5 In case of Non-response/acceptance to the Empanelment Agreement (EA), CPCB at its sole discretion may take appropriate actions by annulling the entire EOI process.

16. Method of Bid Submission

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE ONLY

The Bidder shall submit Techno Commercial Proposal as per the Eligibility documents asked in the EOI alongwith following Documents

- i. Covering Letter as per Format I.
- ii. General particulars of the Bidder as per the Format II
- iii. Turnover of last 03 years as per Format IV
- iv. Annual Accounts of previous 03 Financial Years
- v. No Deviation Confirmation as per Format V
- vi. E Banking Mandate Form as per Format VI
- vii. Power of Attorney as per Format VII along with board resolution for such authorization
- viii. Signed and stamped Copy of EOI Document (First & Last pages) including amendments (If any) & clarifications by Authorized signatory.
- ix. Copy of PAN Card
- x. GST Registration Number
- xi. Work Orders/Documents in support of the eligibility as per clause 1.3 of this Section

17. Techno commercial bids proposal Due Date

The Bidder should submit the Techno-commercial Proposals through online Mode only by **1600 HRS (IST)** on or before 29.08.2019. The Demand draft towards processing fee should be addressed to the following addressee and be dropped in the Tender box before the closing date.

**Member Secretary
Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Delhi-110032**

18. Sticker for the Processing Fee/EMD Envelope

The envelope containing Demand draft towards processing fee/EMD shall have the following Sticker details:

Response to EOI Document for “ Recruitment Agencies for the Empanelment for Recruitment Services at CPCB	
EOI Document No.	
Due Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Member Secretary Central Pollution Control Board Parivesh Bhawan, East Arjun Nagar Delhi-110032

19. **Important Note:** The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

Clarifications/Enquires/ Amendments

- i) Clarifications if any, on EOI Document may be sought from Senior Administrative Officer, CPCB at the address mentioned in the Bid Information Sheet not later than 15 days after publication of EOI Document & same may be sought through E-Mail/Letters.
- ii) Classification/ Amendment/s if any will be uploaded on <https://eprocure.gov.in/eprocure/app> and website of CPCB at www.cpcb.nic.in for information and hence all concerned are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

20. Right to Reject

CPCB reserves the right to reject any or all of the responses to EOI Document or cancel the EOI Document without assigning any reasons whatsoever and without any liability.

21. Cancellation of Empanelment Agreement (EA)

CPCB reserves the right to cancel the Agreement of the selected bidder and recover expenditure incurred by the CPCB on the following circumstances:

- i) The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.

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- ii) The selected bidder commits a breach of any of the terms and conditions of the bid/Agreement.
- iii) The bidder goes into liquidation voluntarily or otherwise during the execution of Agreement.
- iv) The progress regarding execution of the Agreement, made by the selected bidder is found to be unsatisfactory.
- v) After the award of the Agreement, if the selected bidder does not perform satisfactorily or delays execution of the Agreement, CPCB reserves the right to get the balance Agreement executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the CPCB may have to incur to carry out bidding process for the execution of the balance of the Agreement. This clause is applicable, if for any reason, the Agreement is cancelled.

22. Important notes

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to EOI Document, in any manner whatsoever, CPCB reserves the right to reject such response to EOI Document and/or cancel the Agreement, if issued. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to EOI Document.
- iii) CPCB reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this Agreement or any other Agreement/order.
- iv) Response submitted by the Bidder shall become the property of the CPCB and the CPCB shall have no obligation to return the same to the Bidder.
- v) Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of CPCB in this respect shall be final and binding.
- vi) The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the installation and commissioning. It shall also carefully read and understand all its obligations & liabilities given in EOI documents.

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- vii) CPCB may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- viii) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- ix) Response to EOI Document that are incomplete, which do not substantially meet the requirements prescribed in this EOI Document, will be liable for rejection by CPCB.
- x) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xi) Non submission and/or submission of incomplete data/ information required under the provisions of EOI Document shall not be construed as waiver on the part of CPCB of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- xii) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this EOI.
- xiii) CPCB reserves the right to delete items/activities from the schedule of requirements specified in the EOI. CPCB also reserves the right to alter the quantity and vary specifications.
- xiv) CPCB reserves the right to make any changes in the terms and conditions of the EOI.
- xv) CPCB shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- xvi) CPCB will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- xvii) The bidder shall not make any addition or alteration in the EOI documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete EOI or EOI not submitted as per instructions is liable to be rejected.

23. Clarification and Pre-Bid meeting

- i. CPCB will not enter into any correspondence with the Bidder, except to furnish clarifications on EOI Document, if necessary. The Bidder may seek clarifications or suggest amendments to EOI Document online through E Mails or in the form of Letters addressed at the Email ID & registered office address as mention in the bidding document.

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- ii. The Bidder(s) or their authorized representative(s) may be invited to attend pre-bid meeting(s), if required, which will take place at a venue and time to be intimated by CPCB.
- iii. The purpose of the pre-bid meeting will be only to clarify any issues regarding the EOI Document including in particular, issues raised in writing and submitted by the Bidder.
- iv. CPCB is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

24. ZERO DEVIATION

This is a ZERO Deviation Process. Bidder is to ensure compliance of all provisions of the EOI Document and submit their Techno-commercial bid accordingly. EOIs with any deviation to the bid conditions shall be liable for rejection.

25. CORRESPONDENCE

Bidder requiring any Techno-commercial clarification of the bid documents may contact in writing /E Mail.

Name & Designation	Contact Details	Email id
Sh. R.D. Pandey, Senior Administrative Officer	Central Pollution Control Board Parivesh Bhawan, East Arjun Nagar Delhi-110032 Phone No: 011-43102246, 22306281	rdp.cpcb@nic.in
Sh. Rameshwar, Section Officer	Central Pollution Control Board Parivesh Bhawan, East Arjun Nagar Delhi-110032 Phone No: 011-43102273,	rameshwar.cpcb@nic.in

Verbal clarifications and information given by the CPCB or its employees or its Representatives shall not be entertained, in any way.

SECTION-IV

Evaluation Criteria

1. Bid evaluation

The bids, which are determined as substantially responsive, shall be evaluated by the CPCB for technical compliance. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical eligibility criteria as per clause 1.3 of Section III of this EOI Document. In case of any inconformity or query, CPCB may seek clarifications so as to get the genuine queries addressed & resolved. CPCB may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.

2. Techno-Commercial Evaluation

Bidders will be evaluated on the basis of '**Eligibility Criteria**' mentioned at clause 1.3 of Section III and acceptability of technical specifications of Recruitment Agencies as specified under Section II. Those bidders who qualify will only be considered for further empanelment process.

3. Technical Empanelment Process

- a) This expression of interest calls for the empanelment process of multiple Recruitment Agencies in the field of Recruitment activities. CPCB intends to empanel multiple Recruitment Agencies subject to the meeting of the requisite Techno-commercial criteria laid down in the EOI.
- b) The recruitment agencies will be empanelled with CPCB who will qualify the laid down Techno Commercial & Financial eligibility criteria as specified in the Expression of Interest.
- c) At this stage, CPCB will be empanelling the Techno-commercially qualified recruitment agencies based on their Technical credentials as submitted for the period as specified in the EOI document. After Technical empanelment of the recruitment agencies, CPCB intends to execute the recruitment work from the empanelled agencies only wherein the empanelled agencies will be allocated the work based on the selection of Lowest (L1) rate basis derived for a specific recruitment drive. Against the empanelment of the recruitment agencies, CPCB will call for a limited price bid enquiry from the empanelled agencies based on a particular recruitment requirement. At this stage, there will be only technical empanelment of the agencies with CPCB & no price bids are to be submitted. Against the empanelment & calling for the price bids from the empanelled agencies, the requisite Bid Processing Fee & Earnest Money deposit will be required to be submitted based on specific recruitment assignment basis only.
- d) All the terms and conditions as stated in the Application for Empanelment document and Appendices would constitute the terms of Empanelment Agreement.

SECTION-V

General Conditions of Contract

1. DEFINITIONS & ABBREVIATIONS

In this "EOI Document" the following words and expression will have the meaning as herein defined where the context so admits:

Definition of Terms:

1.1 In this Expression of Interest (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1.1 **AFFILIATE** shall mean a company that either directly or indirectly

- a. Controls or
- b. is controlled by or
- c. is under common control with

a Bidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.

1.1.2 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the CPCB.

1.1.3 **ARBITRATOR** means the person or persons appointed by agreement between the CPCB and the Contractor to make a decision on or to settle any dispute or difference between the CPCB and the Recruitment Agency referred to him or her by the parties.

1.1.4 **BID** means the Techno Commercial Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the EOI, in accordance with the terms and conditions hereof.

1.1.5 **BIDDER** means Recruitment Agency submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns as the context may require.

1.1.6 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

1.1.7 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.1.8 **EMPANELEMENT AGREEMENT/ EMPANELEMENT CONTRACT** shall mean the Agreement between the Owner and the Recruitment Agency/Consultant for the execution of the works including therein all Agreement documents.

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- 1.1.9 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.10 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.1.11 **LANGUAGE** All the, titles, notes, instructions, numbers etc. shall be in English Language only.
- 1.1.12 **LETTER OF EMPANELMENT** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.1.13 **CPCB** means here in the context of this EOI Document as Central Pollution Control Board, Delhi shall include permitted assigns of the CPCB
- 1.1.14 **CPCB** means Central Pollution Control Board
- 1.1.15 **"SUCESSFUL BIDDER'** shall mean the Bidder(s) selected by CPCB pursuant to this Bid and also has issued letter of Award in his favour.
- 1.1.16 **WEEK** means a period of any consecutive seven days.
- 1.1.17 **WORKING DAY** means any day which is not declared to be holiday or rest day by the CPCB.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the Agreement has been inserted for case of reference only & shall not affect the interpretation of this agreement.

1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Agreement.

2. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and CPCB shall be written in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

3. Empanelment Period

The period of the Empanelment shall be 02 (Two) years from the date of Empanelment Agreement (EA). CPCB may extend the Agreement beyond the original period for upto 05 (five) years on year to year basis based on it's sole discretion subject to the satisfactory performance of the recruitment agency or based on requirement of CPCB. The recruitment agency Zero date shall start from the date of signing of Empanelment Agreement (EA).

4. Commencement, Completion, Modification, and De-Empanelment

- a) This empanelment shall come into effect from the date of issuance of Empanelment Agreement by CPCB.
- b) Provision of Services: The empanelled Agency will provide recruitment services to CPCB, as the case may be, as per terms and conditions of the Agreement, to be entered, between the agency and CPCB, as the case maybe.
- c) Expiration of Empanelment: Unless terminated earlier, this period of Empanelment shall expire at the end of such time period after the effective date as specified.
- d) Subletting: Recruitment Agency shall not sublet, transfer or assign the empanelment or any part thereof to other party. In the event of the Recruitment Agency contravening this condition, CPCB shall be entitled to terminate the empanelment. CPCB, as the case may be, will get the work (assigned to such agency, if any) done through other party at the risk & cost of Recruitment Agency.

5. De-Empanelment

a) By CPCB:

- a) CPCB may de-empanel, by not less than Seven (7) days written notice of termination to the Recruitment Agency, to be given after the occurrence of any of the events specified below :
- i. If the Recruitment Agency commits breach of empanelment or do not rectify a failure in the performance of their obligations under the Empanelment.
 - ii. If the Recruitment Agency become insolvent or bankrupt;
 - iii. If the Recruitment Agency is unable to perform a material portion of the Services as per schedule, unless accepted by CPCB;
 - iv. In the event of unsatisfactory services rendered by the Agency.
 - v. In the event of violation of any of the terms & conditions of empanelment by the agency,

b) By Recruitment Agency:

The Agency may terminate the empanelment, by not less than ninety (90) days' written notice to CPCB; provided no recruitment process is in progress/pending with CPCB.

6. Obligations of the Recruitment Agency

- a) The Recruitment Agency shall perform the services, as agreed to between the agency and CPCB and carry out their obligations with all honesty, due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Recruitment Agency shall always act, in respect of any matter relating to this Empanelment or to the Services, as faithful advisers to CPCB, and shall at all times support and safeguard CPCB and its legitimate interests in any dealings with the third parties.
- b) Except the fees paid by CPCB for the recruitment related work under the Agreement awarded, if permitted under mutually agreed terms and conditions, the Recruitment Agency shall not accept, for their own benefit, any trade commission, discount, or similar payment or any other benefits in connection with activities of Recruitment under the Empanelment, and the Recruitment Agency shall use their best efforts to ensure that the personnel or agents too shall not receive any such payment/benefit.
- c) Neither the Recruitment Agency nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.
- d) The Recruitment Agency will notify the CPCB forthwith if any relative of the any key managerial personnel of the company or any Recruitment Process Specialist or any member of the Panel of Advisors is recommended for recruitment.

7. Payment Terms

Payment terms will be defined at the time of invitation of Price Bids from the empanelled recruitment agencies.

8. Assignment

The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Agreement, except with CPCB's prior written consent.

9. Default in Agreements obligation

9.1 In case of any default or delay in performing any of the Agreement obligations, CPCB reserves the right to recover the actual damages/loss from the successful bidder but in any case, total liability of the Successful Bidder under this Agreement shall not exceed total Agreement value/price finalized for a particular recruitment drive.

9.2 In addition to above clause, CPCB may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Successful Bidder, terminate the Agreement in whole or part as following.

9.2.1 If the Successful Bidder fails to deliver any or all of the Work as required by CPCB.

9.2.2 If the Successful Bidder fails to perform any other obligation(s)/duties under the Agreement.

9.2.3 If the Successful Bidder, in the judgment of CPCB has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

10 Discrepancies between instructions:

Should any discrepancy occur between the various instructions furnished to the Successful Bidder, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Successful Bidder's staff and the Officer-in-Charge's staff, the Successful Bidder shall refer the matter immediately in writing to the Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

11 Force Majeure

11.1 Notwithstanding the provisions of EOI, the Successful Bidder shall not be liable to the termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.

11.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are

not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by CPCB and its decision shall be final and binding on the Successful Bidder and all other concerned.

- 11.3 In the event that the Successful Bidder is not able to perform his obligations under this Agreement on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, CPCB has the right to terminate the Agreement in which case, the contractual guarantees and warranties shall be refunded to him.
- 11.4 If a force majeure situation arises, the Successful Bidder shall notify CPCB in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify CPCB not later than 3 days of cessation of force majeure conditions. After examining the cases, CPCB shall decide and grant suitable additional time for the completion of the Work, if required.

12 Termination for Insolvency

CPCB may at any time terminate the Agreement by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CPCB.

13 Termination for Convenience

CPCB, by written 3 months' notice sent to the recruitment agency, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CPCB's convenience, the extent to which performance of the Successful Bidder under the Agreement is terminated, and the date upon which such termination becomes effective.

14 Successful Bidder Integrity

The Successful Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement.

15 Settlement of Disputes

- 15.1 If any dispute of any kind whatsoever shall arise between CPCB and Successful Bidder in connection with or arising out of the Agreement including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.

15.2 If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration.

16 In case the Successful Bidder is a Public-Sector Enterprise or a Government Department

In case the Successful Bidder is a Public-Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17 In case the Successful Bidder is not a Public-Sector Enterprise or a Government Department.

In the event of any question dispute or difference whatsoever arising under this Agreement or in connection therewith including any question relating to existence, meaning and interpretation of this Agreement or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, the Chairman of CPCB or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- 17.1 The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award
- 17.2 The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 17.3 Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the Agreement and same shall be carried out strictly in accordance with the terms & conditions of the Agreement.
- 17.4 The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 17.5 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC and a substitute shall be appointed in the same manner as the original arbitrator.

- 17.6 Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Delhi/New Delhi.
- 17.7 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

18 Limitation of Liability

The aggregate liability of the Successful Bidder to CPCB, whether under the Agreement, in tort or otherwise, shall not exceed the total Agreement Price/Value for a particular recruitment drive Project.

19 Applicable Law

The Agreement shall be interpreted in accordance with the laws of the Union of India. Only Delhi/New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this EOI.

20 Successors and Assigns

In case CPCB or Successful Bidder undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by a order / decree of court & this Agreement is assigned to any entity (ies) partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

21 Severability

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this Agreement shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the Agreement shall continue to be in full force & effect.

22 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

23 Rights & remedies under the Agreement only for the parties

This Agreement is not intended & shall not be construed to confer on any person other than CPCB & Successful Bidder hereto, any rights and / or remedies herein.

24 Statutory Acts

- 24.1 All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Bidder for the successful execution of the said Work.

- 24.2 The Successful Bidder shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. CPCB shall have no liabilities in this regard.

25 Bidder to Inform himself

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the Agreement and the possibility of executing the works as shown and described in the EOI.

26 Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies CPCB and shall hold CPCB harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify CPCB and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

27 Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the CPCB or the Officers or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the agency or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work.

28 Other Conditions

- a) Any deduction by CPCB on the amount of bill due to any pending issue related to the bill period will be paid after receipt of written confirmation by the recruitment agency that the pending issue has been satisfactory attended to. If the pending issue is not resolved till the subsequent bill is submitted, the same shall not be entertained and adjustments made from further payments of the recruitment agency for which he will be responsible.
- b) The recruitment agency shall be liable for any breach, non-performance or delay in carrying out any obligation contained in the Agreement. In case a job is not attended within one week of reporting, it may be carried out through some other source at the risk and cost of the recruitment agency, after issue of one written warning.

- c) The Agreement specifically excludes any damages due to theft, fire, riots, earthquake, floods, accidents etc.
- d) On successful completion of the work and handing over to CPCB, a Certificate of Completion shall be issued by CPCB.

29 CORRUPT OR FRAUDULENT PRACTICES

CPCB requires that Successful Bidder should follow the highest standard of ethics during the execution of Agreement. In pursuance of this policy, the CPCB:

- 29.1 defines, for the purposes of this provision, the terms set forth as follows
- 29.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in Agreement execution; and
- 29.3 “fraudulent practice” means a misrepresentation of facts in order to influence a bid process or the execution of a Agreement to the detriment of the CPCB EOI, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the CPCB of the benefits of free and open competition;
- 29.4 will declare an agency ineligible/debarred, either indefinitely or for a specific period of time, a GOVT Agreement if at any time it is found that the agency has engaged in corrupt or fraudulent practices in competing for, or in executing, a CPCB EOI.

30 DEBARRED FROM PARTICIPATING IN CPCB’S EOI

CPCB reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the EOI Document, such Bidder may be debarred from participating in CPCB’s any future EOI for a period as decided by the Competent Authority of CPCB.

SECTION-VI

Forms and Formats

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Agency)

Tel.#:

Fax#:

E-mail address#

To

Senior Administrative Officer
Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Delhi-110032

Sub: Response to EOI Document No. C-20015/02/OR/2019-Admin.(R)/ dated ----- for EOI document from Recruitment Agencies for the Empanelment for Recruitment Services at CPCB

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the EOI Document hereby submit our response to EOI Document. We confirm that in response to the aforesaid EOI Document, we including have not submitted more than one response to EOI Document including this response to EOI Document. We are submitting application Recruitment Agencies for the Empanelment for Recruitment Services at Central Pollution Control Board, Delhi.

1. We give our unconditional acceptance to the EOI Document, dated [*Insert date in dd/mm/yyyy*], issued by CPCB. In token of our acceptance to the EOI Document, the same have been initialed by us and enclosed with the response to EOI Document.
2. We have submitted our response to EOI Document strictly as per Section VI (Forms & Formats) of this EOI Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

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3. We hereby unconditionally and irrevocably agree and accept that the decision made by CPCB in respect of any matter regarding or arising out of the EOI Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
4. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to EOI Document, in the event of our selection as Successful Bidder.
5. We are enclosing herewith our response to the EOI Document with formats duly signed as desired by CPCB in the EOI Document, for consideration.
6. It is confirmed that our response to the EOI Document is consistent with all the requirements of submission as stated in the EOI Document and subsequent communications from CPCB.
7. The information submitted in our response to the EOI Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the EOI Document.
8. We hereby declare that our agency has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
9. We confirm that all the terms and conditions of our Bid are valid upto _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred and eighty days (180) days from the date of opening of EOI).

10. Contact Person

Details of the representative to be contacted by CPCB are furnished as

under: Name:
Designation:
Company :
Address :
Phone Nos.:.....
Mobile Nos.:
Fax Nos. :
E-mail address:

11. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case, this is found to

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be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Bidder's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

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Format-II

GENERAL PARTICULARS OF THE BIDDER

Name of the Agency/Bidder	
Registered Office Address in case of Agency/Bidder	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Agency/Bidder ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the EOJ Document	
Bank Details (Name, Account No, IFSC Code)	
Registration under GST	Yes No
GST ID	
GSTN Address	

(Signature of Authorized Signatory)

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Format IV

Format for Turnover for last 03 (Three) financial years

(i.e. Current financial year up to date of submission of EOI & 3 preceding financial years)

S No	Financial Year	Turnover	Remarks
1	2018-19		
2	2017-18		
3	2016-17		

In addition to the above, the Bidder has to submit the following documents / information:

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2019

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of the Bidder

Witnesses:

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Format V

"NO DEVIATION" CONFIRMATION

To,

Senior Administrative Officer
Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Delhi-110032

SUB:
EOI NO:

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

E-Banking Mandate Form
(To be issued on Bidder letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize CPCB to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the CPCB responsible.

(Signature of vendor/customer)

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Agency in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the NIT No dated issued by **CPCB, Delhi** including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the CPCB may require us to submit. The aforesaid Attorney is further authorized for making representations to the Central Pollution Control Board, Delhi and providing information / responses to CPCB, Delhi representing us in all matters before CPCB, Delhi and generally dealing with CPCB, Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named

..... **(Insert the name of the executant company)**

through the hand of

**Mr.duly authorized by the Board to issue such
Power of Attorney**

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Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

**Common seal of has been affixed in my/our presence pursuant to Board
of Director's Resolution dated.....**

WITNESS

1.

(Signature)

Name.....

Designation.....

2.

(Signature)

Name.....

Designation

EXPRESSION OF INTEREST FROM RECRUITMENT AGENCIES FOR THE
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Notes:

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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five Crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).