

Ref: CO:HRM:RFP:002:2023-24

Date: 27/12/2023



**REQUEST FOR PROPOSAL (RFP)
FOR
Empanelment of Manpower Recruitment Consultants for providing
Manpower Services in the proposed subsidiary of Indian Bank**

RFP Reference No.	CO/HRM/RFP/002/2023-24
RFP Issuance Date	27/12/2023
Last Date of request for Queries/ Clarifications	03/01/2024 by 05:00 PM IST
Date and time of Pre-Bid Meeting	09/01/2024 at 03:00 PM IST
Last Date for receipt of bids	23/01/2024 at 03:00 PM IST
Date and time of opening Technical bids	23/01/2024 at 03:30 PM IST

Issued by:

Indian Bank, HRM Department,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014

Phone: +91-44-2813 4558 / 4530
Email: cohrmrecruitment@indianbank.co.in
Website: <https://www.indianbank.in>

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SCHEDULE [A]: IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION

S.No	Particulars	
1	Tender Reference	CO:HRM:RFP:002:2023-24
2	Issuance Date of RFP (Date of RFP Issuance)	27/12/2023
3	Last Date and time of request for Queries/ Clarifications (Last Date of Receiving request for queries/clarifications before the Pre- bid Meeting)	03/01/2024 05.00 PM IST Please refer Clause 2.7 Requests for Information /Clarifications.
4	Pre-bid Meeting Date and Venue Details	09/01/2024 11:00 AM IST through physical / virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at cohrmrecruitment@indianbank.co.in on or before 03/01/2024. Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
5	Last Date and time for Submission of Technical Bids in Online & Offline Mode (Last Date of Submission of RFP Response)	23/01/2024 3:00 PM IST for both online bid and offline document submissions. For Offline submission of documents listed in Sl. No. 10 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. General Manager (HRD / HR Strategy), Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014
6	Date and time of opening of Technical bids	23/01/2024 3:30 PM IST
7	Date, time and venue of presentation by the eligible bidders	Shall be intimated separately by the Bank through email.
8	Cost of RFP	Non-refundable Rs.20,000/- (Rupees Twenty Thousand only) in the form of DD favoring "Indian Bank". Alternatively, bidders can transfer the

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		<p>cost of bid document in the following account number through NEFT/ RTGS/ IMPS/ UPI etc. one day prior to pre-bid meeting date:</p> <p>Account No: 743848138</p> <p>Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II</p> <p>IFSC Code: IDIB000H003</p> <p>Branch: Harbour</p> <p>Mode of submission: (Offline for DD/ Online for e-transfer)</p>
9	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website.</p> <p>Technical Bids will be opened online through e-procurement portal:</p> <p>https://www.tenderwizard.com/INDBANK</p>
10	Documents to be submitted physically (In original) by Bidders (Offline Mode)	<p>DD towards Cost of bid document. Alternately Bidders can also transfer the cost of bid document and enclose proof of the transfer</p>
11	RFP Coordinator, email-id and contact details	<p>1. Mr. Dwivedi Tushar</p> <p>2. Mr. Aji A Nair</p> <p>3. Mr R Nithiyanantham</p> <p>Email id : Cohrmrecruitment@indianbank.co.in</p> <p>Contact no: +91-44-28134558 / 28134530</p>
12	Earnest Money Deposit (EMD) in INR	<p>Rs.3,00,000/- (Rupees Three Lakhs only)</p>

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The RFP document can also be downloaded from: Bank's website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.com/INDBANK>

In addition to above, a paper publication will be made for the information to the prospective bidders regarding this RFP. However, clarifications, modifications and date of extensions, if any, will be published in the Bank's website and e-procurement portal <https://www.tenderwizard.com/INDBANK> only.

1. Note: Indian Bank, does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.
2. Information regarding RFP will also be available on CPP Portal <https://eprocure.gov.in/cppp/> and no paper publication will be done for Clarifications, Modifications and Date of Extensions. However, Clarifications, Modifications and Date of Extensions if any, will be published in website: <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.com/INDBANK> only.
3. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
4. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection. The RFP document (along with addendums, if any) needs to be signed and stamped by the authorized signatory of Bidder and it must be submitted along with the relevant documents as an evidence of having read and understood the contents of RFP and its addendums (if any).
5. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by:

General Manager (HRD/HR Strategy),
HRM Department,
Indian Bank, Corporate Office,
254-260,Avvai Shanmugam Salai Royapettah,
Chennai- 600014
Phone: +91-44-28134558 / 28134530
Email: cohmrrecruitment@indianbank.co.in
Website: www.indianbank.in

SCHEDULE [B] GLOSSARY OF TERMS

i) Following terms are used in the document interchangeably to mean:

1. Bank refers to “Indian Bank (IB)” including its Branches, Administrative offices, processing centers/Hubs, cells and all other units and establishments etc. (excluding its overseas establishments)
2. Recipient/Respondent/ /Bidder/ Bidder Firm/ Applicant means the respondent to the RFP document.
3. RFP means the “Request for Proposal” document. RFP shall mean this document in its entirety, inclusive of any addendum/corrigendum/modifications/ clarifications/amendments, etc., that may be issued by the Bank.
4. Proposal, Bid means “Response to the RFP Document”.
5. Tender means RFP response documents prepared by the Bidder and submitted to “Indian Bank”.
6. Selected bidder and the Bank shall be individually referred to as “party” and collectively as “parties”. Unless the context otherwise requires, selected bidder is also referred as Supplier/Service Provider/Vendor Partner/Organization/ Purchaser respectively in this document.
7. The term “Price Bid”, “Commercial Bid”, “Bid” & “Quote/ Quotation” bears the same meaning in this RFP.
8. ‘The Contract’ means the agreement entered into between Indian Bank’s proposed subsidiary and the successful Bidder/Service Provider, as recorded in the Contract Form signed by both the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
9. “Services” means all services, Scope of Work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligations of Service Provider, whichever covered under this RFP.
10. “Performance Security”, “Performance Guarantee” and/or “Performance Bank Guarantee” shall mean the Bank Guarantee provided by the successful bidder.

ii) Other Terms and abbreviations:

Sl. No.	Terms used in the RFP	Terms and abbreviations
1	IB	Indian Bank
2	RBI	Reserve Bank of India
3	GFR	General Financial Rules
4	POA	Power of Attorney
5	IEM	Independent External Monitor

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6	DPIIT	Department for Promotion of Industry and Internal Trade
7	MSE	Micro and Small Enterprises
8	LLP	Limited Liability Partnership
9	GST	Goods and Services Tax
10	GSTIN	Goods and Services Tax Identification Number
11	TAT	Turn Around Time
12	WOS	Wholly Owned Operations Support Subsidiary

Confidentiality:

*This document is meant for the specific use by the Bidder/s to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Indian Bank expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. **The Bidder/s shall undertake that they shall hold the information received by them under the contract "in trust" and they shall maintain utmost confidentiality of such information. The Bidders have to agree and undertake that (a) They shall maintain and use the information only for the purpose of the contract as permitted by the Bank (b) To strictly allow disclosure of such information to its employees, agents and representatives on "need to know" basis only and to ensure confidentiality of such information disclosed to them. The Bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested parties are subject to confidentiality clauses.***

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SCHEDULE [C] DISCLAIMER

The information in this Request for Proposal ("RFP") document provided to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Bank, is on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is made available. This RFP document is not an agreement, offer or an invitation by Indian Bank to enter into an agreement/contract in relation to the service but is meant for providing information to the applicants who intend to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). This RFP is designed with the purpose to assist the applicants/ Bidders to formulate their proposal and does not claim to provide all the information that may be required by the applicants/ Bidders.

Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Indian Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder require. Indian Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank's website. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

It shall be the duty and responsibility of the Bidders to ensure about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them to participate in this RFP process and to provide all the services and deliverables under the RFP to the Bank.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

Indian Bank reserves the right to reject any or all the bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

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SECTION – I INVITATION FOR BIDS (IFB)

Indian Bank is a premier Nationalized Bank with over 20,000 touch points comprising of about 5798 domestic branches (including 3 DBUs), 3 overseas branches and 1 IBU, 4804 ATMs & BNAs, 10805 Business Correspondents. The Vision of the Bank is “To be a Competitive and Strong Bank with commitment to excellence and focus on adding value to customers, shareholders and employees with adherence to best practices and core institutional values shared throughout the organization”.

Indian Bank is having a business of above INR 11.33 lakh crores (September 2023). The Bank has overseas presence through Branches in Singapore, Colombo & Jaffna and has reciprocal arrangements with various Foreign Banks across the globe. All Branches are under Core Banking Solutions. These Branches are controlled by 90 Zonal Offices, 14 Field General Manager’s Office (September 2023) across the Country. The Bank has also sponsored various Regional Rural Banks across the Country.

Indian Bank is in the process of setting up and operationalizing a Wholly Owned Operations Support Subsidiary (WOS) for the Bank. The Bank has also received in-principal approval from Reserve Bank of India (RBI). The proposed subsidiary would be providing services related to Business Correspondent Activities, Business Operations Activities, Customer Service and Grievance Handling, Call Center operations and Aadhaar Enrolment Centers and Support functions pertaining to IT, Vendor Management, etc. to the Bank. Activities to be undertaken by the proposed WOS will be in compliance with the guidelines issued by the RBI from time to time.

Since the incorporation and other formalities for setting up the proposed subsidiary are still underway, the entire process of RFP and identification of Manpower Recruitment Consultants and other work related to RFP will be handled by Indian Bank itself. Empanelment of Manpower Recruitment Consultants will happen with the proposed subsidiary.

Notwithstanding the above and the invitation for technical proposals invited from competent agencies in the line of business through this Invitation Document, the bank’s proposed subsidiary reserves its right to advertise or engage the services of any other organization at its sole discretion for hiring manpower in any of the positions, as deemed fit.

RFP document should be submitted along with the “Technical Proposal” on or before the prescribed last date of submission of the tender offers.

Earnest Money Deposit of INR 3,00,000 (Rupees Three lakhs only) to be submitted along with the “Technical Proposal”. Indian Bank will not pay any interest on the Earnest Money Deposit (EMD)

Earnest Money Deposit of the successful bidders will be retained by the bank till they furnish Performance Bank Guarantee and shall be returned within 30 days of furnishing Performance Guarantee to the subsidiary.

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Earnest Money Deposit will be returned by the Bank within 30 days from closure of the selection process to the unsuccessful bidders. No interest shall be paid on the EMD.

Technical Proposal will be opened by the Bank from e-tender portal. bidder's representatives may choose to attend the opening of Proposal. However, the presence of the bidder is not mandatory. No separate communication will be sent in this regard.

Exemption from submission of EMD and application money shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary documents issued by National Small Industries Corporation (NSIC) and the bidders who are startups have to be recognized by the Department of Industrial Policy & Promotion to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Letter (**Annexure-11**)" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption. If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service.

N.B :

1. The above dates are tentative and subject to change without any prior notice or intimation.
2. Clarifications, Modifications and extensions of dates if any pertaining to this RFP will be published only on the Bank's website. No individual communications or paper publications are envisaged in the matter.

Performance Bank Guarantee needs to be furnished by successful bidders post selection process. The amount, letter format and conditions for invoking the same shall be shared by subsidiary prior to Empanelment. EMD shall be returned within 30 days of furnishing Performance Bank Guarantee.

1.1 Introduction

This invitation for empanelment has been prepared solely for the purpose of enabling Indian Bank's Proposed Subsidiary to empanel Recruitment consultants for facilitating hiring of manpower on contract basis.

This document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the solution. The provision of the solution is subject to appropriate documentation being agreed between the proposed subsidiary and the eventual empaneled organization/s.

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1.2 Information Provided

This document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the proposed subsidiary in relation to the solutions. Neither the proposed subsidiary nor any of its employees, agents, contractors or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

1.3 For Recipient only

The document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent").

1.4 Confidentiality

1. The Invitation to offer document is confidential and is not to be disclosed, reproduced, transmitted or made available by the Recipient to any other person. The invitation to offer document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to the proposed subsidiary. The proposed subsidiary may update or revise the document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent or other person associated or affiliated in any way with proposed subsidiary or any of its customers or suppliers without the prior written consent of the proposed subsidiary.
2. The Organization shall not make or retain any copies or record of any Confidential Information submitted by the Bank/proposed subsidiary of the bank other than as may be required for the performance of the Organization obliged under this RFP/ Agreement.
3. The Organization shall notify the Proposed subsidiary promptly of any unauthorized or improper use or disclosure of the Confidential Information.
4. The Organization shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the Organization shall immediately expunge any Confidential Information relating to the project from any computer or other device in possession or in the custody and control by Organization or its affiliates.
5. The Organization shall to the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and these requirements have been fully complied with.

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6. The Organization hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by the Proposed subsidiary under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.
7. It shall be the incumbent duty of the Organization to undertake not to disclose any business related information of the proposed subsidiary to any third person and the Organization shall keep all knowledge of the business activities and affairs of the Bank strictly confidential and also to ensure that neither the Organization nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of the proposed subsidiary.
8. However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by the proposed subsidiary was known to or in the possession of the Organization at the time of disclosure;
 - Was disclosed or parted with the prior consent of the Bank/proposed subsidiary;
 - Was acquired by the Organization from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from the proposed subsidiary.
9. The Organization agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

Notwithstanding above, the proposed subsidiary shall take all the reasonable care to protect all the confidential information of Organization while performing of the services.

10. This document is meant for the specific use by the recipient/bidder. This document in its entirety is subject to Copyright Laws. The Bidders or the Recipients or the Respondents, as the case may be, will be held responsible for any misuse of information contained in the document, and are liable to be prosecuted by Indian Bank and/ or proposed subsidiary in the event that such a circumstance is brought to the notice of the Indian Bank or /proposed subsidiary. By downloading the document, the interested party is subject to the confidentiality clauses herein.
11. The provisions of this Clause shall survive the termination/ expiration of this RFP/ Agreement.

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1.5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Indian Bank and Indian Bank's proposed subsidiary and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank/proposed subsidiary or any of its officers, employees, contractors, agents or advisers.

The Bank and Proposed subsidiary and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

The bidder will be required to be innovative, capable and would need to extend all its resources and services in order to meet the expectations of the Bank's proposed subsidiary towards providing the required services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP. In such instances wherein the proposed subsidiary may need any further documents from respective empaneled vendor during the entire term of its selection to render services, the vendor shall be under an obligation to provide the required documents as and when demanded by the proposed subsidiary.

1.6 Costs borne by the Recipients

All costs and expenses incurred by Recipients in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Recipient and the Bank shall not be liable for any costs and/or expenses in relation to responses to the RFP and/or shall not entertain any requests/representations regarding bearing/sharing of costs and/or expenses.

1.7 No Legal Relationship

No binding legal relationship shall exist between any of the Recipients and the Bank/Bank's proposed subsidiaries until execution of an Empanelment Agreement or a definitive legal contract/ agreement.

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1.8 Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the document and the meaning and impact of that information.

1.9 Disqualification

Any form of canvassing/lobbying/influence/cartelization, etc. by the bidder may result in disqualification of such bidder.

1.10 Evaluation of Offers

Each Recipient acknowledges and accepts that the proposed subsidiary may, in its sole and absolute discretion, apply whatever criteria deems appropriate in the empanelment organizations, not limited to those selection criteria set out in this document.

The issuance of this document is merely an invitation to offer and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by any recipient. The Recipient unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation or warranty given in this document.

1.11 Acceptance of Terms

The purpose of the RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential bidders, the Bank acknowledges the fact that the potential bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential bidder(s) may seek additional information/clarifications required from the Bank. The Bank reserves the right to provide such additional information/clarification at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of the Bank, each Bidder may conduct its own study and analysis, as may be necessary, at own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to the Bidders to undertake any analysis or study.

The Bank makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the requirement and respond to RFP.

The Bank may, at its sole discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice. While due care has been taken in the preparation of this document, the Bank will not be held responsible for any inaccuracy in the information provided herein. The

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recipient/potential bidders of the RFP must apply its judgement, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, deliverables, timelines, etc.

It is the Bidder's responsibility to: -

- Properly understand and examine the RFP
- Examine all other information available on reasonable enquiry relevant to the risks, contingencies and circumstances affecting its response
- Satisfy itself as to the completeness, correctness and sufficiency of its response.

Recipient shall, by responding to the Bank with a submission, be deemed to have accepted the terms of this document in totality without any condition whatsoever.

1.12 Liabilities of the Bank

This Invitation is not an offer by the Bank, but an invitation for Vendor responses. No contractual obligation on behalf of the proposed subsidiary whatsoever shall arise from the invitation process unless and until a formal Empanelment Agreement/ Work Order is signed and executed by duly authorized officials of the proposed subsidiary and the Manpower Recruitment Consultant.

1.13 The Organization shall be deemed to be independent contractor and employees of organization shall not be deemed to be the employees of the proposed subsidiary. The relationship between the proposed subsidiary and organization is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the proposed subsidiary and the Organization and its employees or to provide the Organization with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the proposed subsidiary.

SECTION-II TECHNICAL PROPOSAL

2.1 One Set of Technical Proposal

- a) Bidder has to submit the technical proposal containing all the required documents asked in the RFP, through e-Tender portal (<https://www.tenderwizard.com/INDBANK>) within the stipulated timelines.
- b) Further Bidder has to also submit the hardcopy of the technical proposal at the below mentioned address, in a sealed envelope super scribed “EMPANELMENT OF MANPOWER RECRUITMENT CONSULTANTS FOR HIRING MANPOWER ON CONTRACT BASIS IN THE PROPOSED SUBSIDIARY OF INDIAN BANK” and it must be delivered to the Bank within the stipulated timelines.
- c) The submission of Technical proposal on e-tender portal is must, failing which proposal of the vendor will not be considered for evaluation.

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

The document should be addressed to:

General Manager (HRD/HR Strategy)
Indian Bank, Corporate Office,
No 254-260,Avvai Shanmugam Salai,
Royapettah,
Chennai 600014

The sealed envelope should be delivered at the above address. **Technical Proposals submitted anywhere else would be liable for rejection.**

The eligibility and technical envelop should have the following documents:

I. Covering letter on the prescribed format as per **Annexure 13**.

II. Technical Proposal Response containing the following but not limited to:-

- a) Profile of the Organization.
- b) Experience of the organization in recruitment for Contractual positions with specific focus on BFSI segment or Shared service centre of a BFSI company
- c) Methodology of the organization for recruiting manpower in Contractual positions in the Bank.

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d) References, if any, from previous Clients on the Clients Letter Head.

III. All Annexures as per invitation document should be on organization's letter head with authorizing person's signature and organization seal on all pages.

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

All the Envelopes (inside the Master Envelope) should have the following information:

Name of the Organization	
Type of offer : Technical compatibility. :	
Date of submission :	
Contact numbers (mobile) and email address of the single point of contact of the agency for this document.	
Seal of the company	

All the pages of the proposals are to be numbered and signed by authorized signatory on behalf of the organization. The number should be a unique running serial number across the entire document in 'Page X of Y' format, where X is the current page no. and Y is the total no. of pages.

Please note that in following cases, 'the Bank' in its absolute discretion may reject the proposal received from the organization:

- Submission of technical proposal after the time stipulated in this document.
- Misleading/incomplete information/submission of improper/incomplete documentation
- Technical proposal submission without organization's name
- Envelopes are not in order as specified in this document
- Non deposit of EMD amount
- Non Submission of Proposal in e-Tender portal

2.2 Application Money

Application Money as mentioned in "**SCHEDULE [A]**" by way of Demand Draft/Bankers cheque favoring 'Indian Bank', payable at Chennai, which is non- refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Firm where application money has not been furnished with the RFP response.

2.3 Earnest Money Deposit

The organization will have to submit the Earnest Money Deposit (EMD or Bid Security) while submitting their bid at the rate stipulated by the Bank in the section on "**SCHEDULE [A]**". The Earnest Money Deposit is required to protect the Bank against the risk of the Selected

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Organizations' conduct. Bid Security Letter can be found in **Annexure-11**.

The Bidder shall furnish, as part of its bid submission, EMD/bid security shall be denominated in INDIAN RUPEES only and shall be in the form of a DD/Bank guarantee issued by a Scheduled Bank in India or a Foreign Bank located in India/Online Transfer, for a sum of Rs.3,00,000 /- (Rupees Three Lakhs only) and valid for one hundred and Eighty (180) days beyond the last date for submission of the bid, favoring Indian Bank with additional claim period of 45 days.

The bidder shall be liable for forfeiture of bid security:

- a. If a Bidder withdraws its bid during the period of bid validity specified in the RFP; or
- b. In the case of successful vendor selected for empanelment, if the vendor fails to sign the Contract/NDA/SLA agreement with the BANK or to furnish performance security within the stipulated period, in accordance with the Terms & Conditions of the RFP.

In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of validity of the bid and bid security. The request and the responses thereto shall be made in writing or by fax or email. The bid security provided under clause shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

Please note No interest will be payable on the Bid security amount.

2.4 Related Parties

In the following circumstances 'the Bank' will have discretion to reject the Proposal /response or accept the Proposal/ response with some conditions stipulated by 'the Bank'.

- Proposal/Response submitted by holding organization and its subsidiary
- Proposal/Responses submitted by two or more companies having common director(s)
- Proposal/ Responses submitted by two or more partnership firms/LLPs having common partners
- Proposal/Responses submitted by two or more companies having the same group of promoters/management
- Any other proposal/response in the sole discretion of "the Bank" is in the nature of multiple proposals.

Only one proposal shall be accepted from one organization. In case an organization submits more than one proposal, all technical proposals submitted by the organization shall be disqualified.

2.5 Registration of Technical Proposal Submission

Upon the receipt of a submission, the Bank shall register the Invitation response. Incomplete, partial or faulty submissions shall be rejected forthwith. All submissions, including any accompanying documents, shall become the property of the Bank and the proposed subsidiary and grant all rights to the Bank and its proposed subsidiary to reproduce the whole or any

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portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

2.6 Late Submission of Technical Proposal

Timely submission of responses is strongly encouraged and recommended. Bank has no obligation to accept or act on any reason for a late proposal response.

2.7 Requests for Information / Pre-Bid Clarifications

Recipients are required to direct all communications related to this document to :

General Manager (HRD/HR Strategy)
 Indian Bank, Corporate Office,
 No 254-260, Avvai Shanmugam Salai,
 Royapettah,
 Chennai 600014

Requests for Pre-Bid clarifications etc. if any shall be sought in the following format only:

S.No	RFP Page No	RFP Clause No	Text as available in RFP	Remarks / Clarification sought

Bank may in its absolute discretion seek additional information or material from any Recipients after the closing date to this Invitation document and all such information and material provided must be taken to form part of that Recipient's response.

The Bank is not bound to reply to queries not pertaining to this document . Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all agencies.

2.8 Notification

The Bank is not obliged to provide any reasons for any rejection. The final outcome of this Invitation for Empanelment shall be communicated to the empaneled agencies after opening and evaluation of technical proposals submitted by the shortlisted agencies. No separate communication will be issued by the Bank informing rejection.

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2.9 Language of Tender/Bid

The Tender/Bid prepared by the organization, as well as all the correspondence and documents relating to the proposal exchanged by the organization and the Bank and supporting documents and printed literature shall be in English language only.

2.10 Validity Period

RFP Responses must remain valid and open for evaluation according to their terms for a period of 6 months from the date of the offer.

2.11 Unsuccessful Firms who have not been selected

The EMD will be returned by the Bank to the unsuccessful bidders within 30 days from closure of the selection process. No interest shall be paid on the EMD.

2.12 Forfeiture of EMD in the event of Withdrawal by the Selected Organization

In case the Selected Organization withdraws from the contract/ discharging duties post selection and prior to agreement signing with the proposed subsidiary, the EMD amount shall not be refunded to the Selected Organization.

Any Technical Proposal envelope not accompanied by the requisite EMD shall be treated as non-responsive and is liable to be rejected.

2.13 Interpretation

General Manager (HRD/HR Strategy) of the Bank will be the final authority in case of any interpretation of any clause of the RFP is required and their decision in this regard shall be final

2.14 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the proposed subsidiary, with regards to obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature, identification for the above purposes as required by the proposed subsidiary.

2.15 Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in this matter. The bid is liable to be rejected if: -

- It is not in conformity with the instructions mentioned in the RFP document
- It is not accompanied by the requisite Application Money and/ or Earnest Money Deposit (EMD)

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- It is not properly or duly signed
- It is received through Telex/telegram/fax
- It is received after expiry of due date and time
- It is incomplete including non-furnishing of the requirement documents
- It is evasive or contains incorrect information
- There is canvassing of any kind
- Submitted by related parties
- It is submitted anywhere other than the place mentioned in the RFP

Further, Bank reserves the right to: -

- Reject, any or all responses received in response to the RFP
- Extend the time of submission of all proposals
- Cancel the RFP at any stage, without assigning any reason whatsoever
- Visit the place of work of the bidder
- Conduct an audit of the services provided by the bidder
- Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects
- Revise any part of the tender document by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any shall be published on Bank's website only.

SECTION-III

ELIGIBILITY AND EVALUATION CRITERIA

3.1 Organization's Eligibility Criteria

Some of the key Eligibility criteria that should be met by the bidder are as follows:

- i) The organization should have been incorporated/registered in India for minimum 3 preceding years continuously and should have registered under any of the following Acts – Indian Companies Act 1956/2013, Society Registration Act 1860/Indian Partnership Act 1932, Limited Liability Partnership Act 2008, etc.,
- ii) The organization should have minimum 3 years' experience (in India) in providing end-to-end recruitment services (in India) for contractual roles in BFSI segment or any shared service centre of any BFSI company.
- iii) The bidder should not have been prohibited by any Statutory/Regulatory authority or Court or Tribunal in offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or by any Statutory/Regulatory authority in the past or is pending.
- iv) Bidder organization/firm should not be owned or controlled by any Director or employee (or relatives thereof) of Indian Bank or its proposed subsidiary.
- v) Bidder should not be insolvent, in receivership, Bankrupt, or being wound up.
- vi) The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition
- vii) The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to General Financial Rules, 2017
- viii) The Bidder should have atleast 100 employees on their role for providing manpower services as on date
- ix) The Bidder should have PF code number allotted by RPFC in the name of the establishment
- x) The Bidder should have ESI code number (both main and sub, wherever obtained) allotted by ESIC in the name of the establishment
- xi) The Bidder must have valid certificates viz., Service Tax Registration certificate and Permanent Account Number

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- xii) The bidder must have a minimum turnover of INR 20 crores from the line of business of providing manpower services during the financial year(s) 2021-22 and 2022-23
- xiii) The bidder should have earned net/ operating profits for last 2 financial years

In addition to the above, the bidder must provide all relevant documents mentioned in Annexure-02.

The organization needs to comply with all the criteria mentioned above to be evaluated for Technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the organization's proposal. The organization should enclose proof in support of all eligibility criteria while submitting the

Technical Proposal, failing which the Technical Proposal will not be considered for further evaluation. There is no restriction on the number of credentials an organization can provide, however all credentials should be appropriately bound, labelled and segregated in the respective areas.

Evaluation of technical proposal will be done as per the details mentioned in **Annexure-12** of this document

3.2 Preliminary Scrutiny

The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

No Commitment to Accept Lowest bid or Any Bid – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Bid notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of this RFP document. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of this RFP document.

Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

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Right to Alter – The Bank reserves the right to alter the requirements specified in the RFP document. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

If the Bank is not satisfied with the technical specifications in any Bid and observes major deviations, the technical bids of such Bidders will not be short-listed for selection. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees/ associates/ agents and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the proposed subsidiary, nor seek to be treated as employees of the proposed subsidiary for any purpose, including claims of entitlement to fringe benefits provided by the proposed subsidiary, or for any kind of income or benefits.

The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

Bidders need to comply with all the eligibility criteria mentioned as per Section 3 of this document. Non-compliance by the bidders to any of these criteria shall result in outright rejection of the Bidder's proposal.

The Bidders qualified in the Eligibility Criteria will be called for making a presentation before an Evaluation Committee of the Bank. The decision of the Bank will be final and binding on all the bidders of this document. The Bank may accept or reject an offer without assigning any reason whatsoever. The Bank will communicate the date, time and venue of presentation to the eligible Bidder in due course.

SECTION – IV SCOPE OF WORK

4.1 Project Objectives

The Bank's proposed subsidiary wishes to empanel Manpower Recruitment Consultants for hiring manpower on contract basis as required on the points mentioned below covering this Section. The Bank requests proposals from renowned and experienced specialized consultants for undertaking this assignment. The Bank's proposed subsidiary, at its sole and absolute discretion, may choose to avail all services or part thereof. Such decision may be advised even during the course of the assignment. The areas covered under this arrangement are given in the project scope outlined in para 4.2 to para 4.15.

4.2 Recruitment:

Selected Vendor Partner will ensure the following:

- Preparation of job specifications in coordination with the proposed subsidiary for various positions which the company intends to hire.
- Providing a pool of qualifying and suitable candidates based on the experience, skill sets, academic qualification as per specifications provided by the proposed subsidiary
- Facilitating the proposed subsidiary in selection of candidates for final selection/engagement.
- The hiring requirements would be given by the appropriate authority at the bank's proposed subsidiary and the same needs to be executed.
- The requirements would be for Pan India and profiles would include but not limited to back office, fleet on street (FOS) roles, Team Leads/Sales Managers and other roles, as per the requirement of user department of the proposed subsidiary from time to time.
- Education qualification, experience etc. would be formulated and given by relevant authority at Indian Bank's proposed subsidiary
- The Vendor partner will take ownership for scheduling the interview of candidates
- Vendor partner is expected to share the required MIS (Management Information System) on a periodic basis with the relevant authority at Indian Bank's proposed subsidiary
- Co-ordination with relevant authorities of Indian Bank's proposed subsidiary for various actions with regards to recruitment.
- Rolling out the offer to the selected candidates basis the CTC (fitment) approved by the appropriate authority at Indian Bank's proposed subsidiary
- Recruitment fees will be charged by vendor partner only for the candidates who complete 90 Days of employment with Indian Bank's proposed subsidiary
- No recruitment fees will be charged to Indian Bank's proposed subsidiary for rehiring of candidates joining within 6 months from the date of quitting Indian Bank's proposed subsidiary. Vendor Partner is expected to maintain the relevant MIS regarding this and will share the MIS with the relevant authority at Indian Bank's proposed subsidiary, as and when required
- The minimum salary would be as per the minimum wages applicable in the respective states

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and the maximum salary would be defined by Indian Bank's proposed subsidiary

- Reporting Matrix at Indian Bank's proposed subsidiary (wherever the vendor partner will get empaneled) will be shared with the vendor partner by the relevant authorities.
- On final selection of the candidates, the vendor partner will undertake the process of recruitment which entails, background check especially address, previous employer verification (if any), Police Verification (One year antecedent report), Medical fitness certificate post selection of the candidate etc. The necessary documents and MIS will be shared by the vendor partner with Indian Bank's proposed subsidiary as and when required
- After recruitment process is completed, the vendor partner will offer appointment to the candidates (to be appointed on the payroll of the bidder) clearly detailing the terms and conditions of appointment, compensation structure, tenure of appointment, Etc.
- On acceptance of offer of appointment, the vendor partner will arrange to train and deploy the candidates at the locations specified by Indian Bank's proposed subsidiary
- The vendor partner will collect the salary/compensation of the candidates, as per commercial quote provided by Indian Bank's proposed subsidiary for each positions based on which the winning bidder was identified
- No payment will be paid in advance to the winning bidder.

4.3 Joining Formalities:

- 4.3.1 Authentication of the required mandatory joining documents, permanent address verification, previous employment verification, background verification of candidates and other statutory formalities required for onboarding a candidate is the responsibility of the empaneled vendor partner. The BGV cost/fees will be paid by Indian Bank's proposed subsidiary which will finalized with the selected vendor partner during empanelment process
- 4.3.2 Code of Conduct of Indian Bank's proposed subsidiary is mandatory to be read carefully, signed by the deputed associates and authenticated and recorded by the empaneled vendor. In case of breach of the code of conduct policy by the deputed employee, relevant authorities at Indian Bank's proposed subsidiary will initiate disciplinary action against the deputed associate and the empaneled vendor.
- 4.3.3 Offer letter will be issued on the basis of the completion of the joining formalities by the candidates. Document submission need to be done by candidate before issuance of the offer letter. Documents would include the following but not limited to – Resume, Copies of Aadhar, Pan, highest education qualification, Passbook/ cheque book, photograph, experience/ relieving letter, previous employer letter, existing UAN, existing ESIC number, employee information form duly signed by employee. Code of conduct policy of Indian Bank's proposed subsidiary will be duly signed by the candidate.
- 4.3.4 Vendor partner will ensure that salary is credit only to the Indian Bank accounts of onboarded candidates. If the candidate does not have any Indian Bank account, then vendor partner will ensure that Indian Bank accounts are opened for onboarded candidates.
- 4.3.5 Before being deployed to work, empaneled vendor partner has to provide employee identity cards and business cards (wherever applicable) to the onboarded candidates

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4.4 Payroll Processing:

Selected Vendor Partner will ensure the following:

- 4.4.1 Processing the salary, conveyance and other allowance/reimbursement of outsourced manpower as per the standard operating procedure defined by Indian Bank's proposed subsidiary
- 4.4.2 Remittance of statutory dues related to outsourced manpower on or before the relevant due date. As and when required, the vendor partner is expected to submit relevant documents to relevant authorities at Indian Bank's proposed subsidiary for the purpose of Internal/External Audit and other reasons.
- 4.4.3 It is a mandate for the empaneled vendor partner to provide compliance certificate to the proposed subsidiary every month, which would include the declaration by the vendor partner regarding the confirmation of uploading and payment of all the challans for all the eligible employees under Acts inclusive of but not limited to – Minimum Wages Act, Provident fund, Workmen compensation Act, etc. The vendor partner is also expected to provide confirmation regarding the statutory dues like contribution, fees, fine and other charges levied.
- 4.4.4 Resolving employee queries related to salary as per the TAT stipulated by relevant authorities at Indian Bank's proposed subsidiary
- 4.4.5 Any reimbursement should be processed separately as per the standard operating procedure defined by Indian Bank's proposed subsidiary
- 4.4.6 Payroll processing will be done as per the standard operating procedure provided by Indian Bank's proposed subsidiary to the empaneled vendors.
- 4.4.7 Any MIS related to Payroll Processing will be shared by vendor partner to Indian Bank's proposed subsidiary as per the stipulated TAT

4.5 Statutory Compliance:

- 4.5.1 Compliance of all Labour laws and multiple acts prevailing in various states of India will be done by the Vendor Partner
- 4.5.2 Vendor partner will provide the audit/sample documents at start and mid of the month to show control on the processes
- 4.5.3 Proof of all compliance payment to be submitted by the vendor partner along with the invoice. A statutory compliance certificate will be needed every month stating the fulfillment of all payments in any form liable under respective acts for all eligible candidates. Challans for the same has to be maintained by the vendor partner for audit purpose from time to time as decided by the internal committee of Indian Bank's proposed subsidiary.
- 4.5.4 Indian Bank's proposed subsidiary won't be responsible for any employment regulation breach due to deficiency of the vendor
- 4.5.5 Various licenses required for operations should be sourced by Vendor partner as per the prevalent labour & administrative laws by state and central government acts.
- 4.5.6 Any labour court cases will be handled by the vendor partner at their own cost
- 4.5.7 Labour License must be obtained by the empaneled vendor from the competent govt.

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authority and must be submitted to Indian Bank's proposed subsidiary within 90 days of empanelment.

4.6 Communication and Correspondence:

Vendor partner should ensure the following:

- 4.6.1 Communicating to outsourced manpower for attendance, leave on monthly basis and for various other reasons on ad-hoc basis
- 4.6.2 The medium of communication can be SMS, Whatsapp, Email as per requirement from Indian Bank's proposed subsidiary
- 4.6.3 Issuance of transfer letter, promotion letter, Performance Improvement Plan letter, disciplinary & various other letters.

4.7 Discipline:

- 4.7.1 The empaneled vendor shall maintain strict discipline among its employees and shall abide by and conform to all rules and regulations promulgated by Indian Bank's proposed subsidiary
- 4.7.2 Should Indian Bank's proposed subsidiary feel that the conduct of any of empaneled vendor's employee is detrimental to their interest and values, relevant authorities from Indian Bank's proposed subsidiary shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The empaneled vendor shall comply with any such request to remove such employee at empaneled vendor's expense unconditionally.
- 4.7.3 Vendor partner is accountable for filing police complaint in case of fraud by any outsourced manpower

4.8 Accident or Injury to employee:

- 4.8.1 The empaneled vendor shall be solely liable for any accident or injury that may happen to any of their employee engaged in the contract with Indian Bank's proposed subsidiary. Vendor partner will ensure that Medclaim and accidental policy will be taken for the candidates outsourced to Indian Bank's proposed subsidiary
- 4.8.2 Indian Bank's proposed subsidiary shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any employee in the employment of the empaneled vendor.
- 4.8.3 The empaneled vendor shall indemnify and keep Indian Bank's proposed subsidiary indemnified against all such claims, damages, compensations and proceedings.

4.9 Billing & Invoices:

- 4.9.1 Once the final billing register of the empaneled vendor partner is approved by Indian bank's proposed subsidiary, the empaneled vendor will share the invoices with Indian Bank's

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proposed subsidiary within the stipulated TAT

- 4.9.2 If there is any payment of incentive pay-out, then the invoice for the incentive needs to be processed separately. However, it will be part of the salary of the outsourced manpower.
- 4.9.3 Payment to be done as per the defined Standard Operating Procedure shared with the empaneled vendors by Indian Bank's proposed subsidiary
- 4.9.4 GST number, PAN and other required statutory details need to be mentioned on the invoice.
- 4.9.5 For employees who have resigned, salary & incentive pay-out need to be stopped before processing the outsourced manpower salary
- 4.9.6 Credit note to be made and submitted to Indian Bank's proposed subsidiary for the stopped salary amount within the TAT of 24 hours
- 4.9.7 Full and Final Amount (F&F) need to be processed by the vendor partner as per the stipulated TAT

4.10 Reimbursement Pay-Out:

- 4.10.1 Reimbursements like outstation travelling expenses, lodging, food expenses & any other reimbursement will be given to the deputed associates and same need to be charged by the empaneled vendor to Indian Bank's proposed subsidiary
- 4.10.2 The Service charges applicable for the payroll processing will be applied for the associates' reimbursement Payments by the vendor partner
- 4.10.3 Re-imbursement Pay-out process will be followed by the vendor partner as per the SOP defined by Indian Bank's proposed subsidiary

4.11 Absorption of Outsourced Manpower:

- 4.11.1 Indian Bank's proposed subsidiary can absorb an outsourced manpower on their rolls with immediate intimation/notice to the empaneled vendor irrespective of the tenure of the outsourced manpower

4.12 Performance Review & Increment:

Vendor Partner is in charge of the following:

- 4.12.1 Conduct performance review and performance management of the outsourced manpower
- 4.12.2 Proposing Salary Revisions and obtaining approval from Indian Bank's proposed subsidiary after successful completion of performance management
- 4.12.3 Paying off any arrears in case if it is applicable from the earlier date
- 4.12.4 Issuance of PIP (Performance Improvement Plan) letters to the poor performers or managing the exit process in case of poor performers (Performance criteria will be defined by Indian Bank's proposed subsidiary)

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4.13 Rewards & Recognition:

- 4.13.1 Based on the performance criteria and inputs given by Indian Bank's proposed subsidiary, the vendor partner will evaluate the onboarded employees and recommend suitable rewards/recognition for the employee
- 4.13.2 Bills can be raised by the empaneled vendor with Indian Bank's proposed subsidiary as per the actuals for digital voucher/gifts/ incentives/certificates

4.14 Employee Separation:

- Whenever an employee resigns, the empaneled vendor will ensure the same is intimated to Indian Bank's proposed subsidiary
- The empaneled vendor would be responsible for Full & Final Settlement (F&F) of the outsourced manpower as per the agreed timelines and will also be responsible for resolving any query related to F&F

4.15 Other Requirement:

Vendor partner should execute the following:

- Providing necessary resources for handling all work related to the outsourced manpower. Cost to be borne by the vendor partner
- Follow due process stipulated by Indian Bank's proposed subsidiary for absconded manpower and issuance of absconding letter
- Coordinating for the training of outsourced manpower
- Providing the data of outsourced manpower within 24 hours TAT
- Grievance handling of outsourced manpower with TAT of 24 hours
- Providing relevant MIS and data as per the requirement of Indian Bank's proposed subsidiary
- Indian Bank can edit any terms and conditions pertaining to the scope of work post the agreement after mutual understanding with the empaneled vendor
- The bidder will be required to be innovative, be capable and would need to extend all necessary resources and services in order to meet the expectation of Indian Bank's proposed subsidiary
- Indian Bank's proposed subsidiary at its discretion, reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.
- The above services will be required across the country

4.16 Deliverables

Vendor partner is responsible for the following:

- Discuss with the proposed subsidiary's representatives to find out the requirement to be fulfilled for hiring manpower on contractual basis / temporary staffing at any location as per the requirement of Indian Bank's proposed subsidiary and suggest evaluation methods and competency tests for selection of prospective client employee on contractual basis, as per the requirement and as and when need arises/intimated by Indian Bank's proposed subsidiary from

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time to time

- Responsible for end-to-end recruitment, onboarding, training, exit/separation of the outsourced manpower

4.17 Period of Assignment:

The period of assignment will be for a duration of 3 years from the date of empanelment.

Indian Bank's proposed subsidiary may, at its sole and absolute discretion, decide to continue the assignment or contract with the successful Bidder for future requirements on the rates finalized in this process adjusted for inflation or at a price negotiated thereafter, after the expiry of the current assignment period. Indian Bank's proposed subsidiary may, subject to general terms of this RFP, include additional scope elements within the tenure of this RFP and extensions thereof. The successful/ winning bidder will be paid separately for the additional scope based on the mutually agreed details of the scope of work.

SECTION - V

TECHNICAL PROPOSAL EVALUATION

5.1 Eligibility and Technical Proposal

Eligibility criterion for the shortlisted agencies to qualify this stage is clearly mentioned in Section-III – Eligibility and evaluation Criteria. Shortlisted organization/s who meet the eligibility criteria would only qualify for empanelment by the proposed subsidiary. The organization/s would also need to provide supporting documents for eligibility proof. All the credentials of the organization necessarily need to be relevant to the Indian market.

During evaluation of the technical proposals, the Bank, at its discretion, may ask the organization for clarification in respect of its proposal. The request for clarification and the response shall be in writing, and no change in the substance of the proposal shall be sought, offered, or permitted.

The Bank reserves the right to accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the agencies to this document and bank will not entertain any correspondence in this regard. The Bank at its discretion may reject the proposal of the organization, without giving any reason whatsoever, if in the Bank's opinion the organization is not able to present or demonstrate the proposed solution as described in the proposal.

5.2 Stages of technical evaluation

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

- Fulfilling of the eligibility criteria as indicated under Section III
- Short-listing of the agencies based on the merit score, taking into consideration broadly on their prior experience, credentials, quality of resources and requirement of the Bank. Please refer to **Annexure-12** for the Score Chart.
- Arriving at the final score on technical proposal of the short-listed agencies after evaluation, which will broadly be based details mentioned in **Annexure-12**:

Bidders scoring 60 marks or more (cut-off score) out of 100 marks in the technical evaluation, will be considered as qualified. In case there is only one Bidder having technical score of 60 or more, then Indian Bank/Indian Bank's proposed subsidiary may, at its discretion, also consider the next highest technical score with minimum score of 50. In case, none of the participating Bidders qualify on technical criteria and reach or exceed the cut-off score of 60, then Indian Bank/Indian Bank's proposed subsidiary, at its sole discretion, may qualify two Bidders on the basis of the top 2 scores with a minimum score of 50.

Bank, on behalf of its proposed subsidiary, shall have the discretion to empanel one or more bidders, considering its administrative/ business requirements.

5.3 Commercial Component

The commercial quotes are not required to be submitted at the time of tender submission by the bidders. Commercial quotations will be invited by the proposed subsidiary from empaneled bidders only as per the proposed subsidiary's requirement during the empanelment period.

Those bidders who become empaneled and do not submit the commercial quotes on the subsidiary's request, will be disqualified from empanelment process and thereafter will not be eligible to participate in any of the subsidiary's requirement during the empanelment period.

5.4 Evaluation process

The competitive bids shall be submitted in two stages:

Stage 1 - Technical bid evaluation in response to this RFP

Stage 2 - Technical and Financial proposal to be submitted only by empaneled bidders in response to the Terms of Reference to be issued by the proposed subsidiary, as per requirements.

5.5 Sub-Contracting

The Vendor Partner shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the organization under the contract

SECTION-VI

OTHER RULES FOR RESPONDING TO THIS RFP

6.1 General

- 6.1.1 Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney/ authority letter authorizing the signatory to sign the bid.
- 6.1.2 The Bank expects the Bidder to adhere to the terms of this bid document and would not accept any deviations to the same. If the Bidder has absolutely genuine issues, only then should they provide their nature of non-compliance to the same. The Bank reserves the right not to accept such deviations to the bid terms.
- 6.1.3 The Bank's proposed subsidiary expects that the Bidder appointed under the bid document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank's proposed subsidiary.
- 6.1.4 Unless agreed to specifically by the Bank in writing for any changes to the bid document issued, the Bidder responses would not be incorporated automatically in the bid document.
- 6.1.5 Unless expressly overridden by the specific agreement to be entered into between the Bank's proposed subsidiary and the Bidder, the RFP and the bid document shall be the governing document for arrangement between the Bank's proposed subsidiary and the Bidder.
- 6.1.6 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and will form part of final contract between the Bank's proposed subsidiary and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 6.1.7 The technical and commercial bid submitted cannot be withdrawn/ modified after the submission of the bids. In case, due to unavoidable circumstances, the Bank's proposed subsidiary does not award the contract within 6 months from the last date of the submission of bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the Bid Security.

- 6.1.8 The Bidder is required to quote for all the components/services mentioned in the Project scope and all other requirements of this RFP. In case the Bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service.

It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

- 6.1.9 Bidder must furnish requirements as per the formats provided in the RFP document.
- 6.1.10 In the event the Bidder has not quoted for any mandatory items as required by the Bank and forming a part of the bid document circulated to the Bidder's and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank.
- 6.1.11 The Bank is not responsible for any assumptions or judgments made by the Bidder for proposing and preparing the response to this RFP. The Bank's interpretation will be final.
- 6.1.12 The Bank ascertains and concludes that everything as mentioned in the bid documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 6.1.13 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank or its proposed subsidiary. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank's proposed subsidiary for the same.
- 6.1.14 The Bidder at no point in time can excuse themselves from any claims by the Bank's proposed subsidiary whatsoever for their deviations in confirming to the terms and conditions, payments schedules etc., as mentioned in the bid document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the bid document.

6.2 Price Negotiations with the Selected Bidders for Empanelment

- 6.2.1 Indian Bank's proposed subsidiary retains the right to finally negotiate the commercials with the selected bidder who is so chosen after following the techno-commercial evaluation processes, pursuant to signing of Empanelment Agreement and issuance of Terms of Reference to arrive at a reasonable remuneration before awarding the assignments.

6.3 Price Comparisons

- 6.3.1 When commercials are called for from the empaneled bidders, the empaneled bidders are required to quote in Indian Rupees (INR). Bids in currencies other than INR would not be considered.
- 6.3.2 The prices quoted by the bidder shall be exclusive of applicable taxes and inclusive of out of pocket expenses, if any incurred by the bidder. There will be no price escalation during the currency of the recruitment exercise and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 6.3.3 Terms of payment will be indicated in the Empanelment Agreement/Terms of Reference that will be entered into by the bank's proposed subsidiary with the empaneled bidders and will be final and binding on the bidders. No interest will be payable by the Bank's proposed subsidiary on outstanding amounts under any circumstances. Bidder should ensure that the project meets the specified timelines and should not suffer for any reason.

6.4 Other Expenses

All expenses (unless expressly specified to be paid by bank's proposed subsidiary) including those for execution of agreements, performance guarantee commission, stamp duty, legal charges etc. shall be borne by the Bidder.

SECTION-VII GENERAL TERMS AND CONDITIONS

7.1 Execution of Service Level Agreement / Non-Disclosure Agreement

The successful organization shall execute (a) a Service Level Agreement (SLA)/ Memorandum of Understanding (MOU), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank's proposed subsidiary; and (b) Non-disclosure Agreement (NDA) in the format provided by the bank's proposed subsidiary. No changes will be entertained in respect of the NDA format and the bank's proposed subsidiary will not be obliged to execute any agreement/document in this regard if required by the selected bidder. The costs and expenditure towards the execution of the same should be borne by the selected bidder. The selected bidder shall execute the SLA/ MOU and NDA within one month from the date of acceptance of letter of empanelment. The SLA/work order shall be executed by the authorized signatory of the organization. A power of attorney or a valid authorization to that effect shall be submitted by the successful organization.

7.2 Indian Bank reserves the right to

- a) Reject any and all responses received in response to the invitation document.
- b) Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- c) Extend the time for submission of all or any proposals.
- d) Select the most suitable organization (in case no organization satisfies the eligibility criteria in totality).
- e) Select the next most suitable organization if negotiations with the selected organization fail to result in arriving at an agreement within a specified time frame.
- f) Use the information/clarifications provided in response to the invitation document by organization in any form, for evaluation purpose.
- g) Cancel the invitation document at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of invitation document for inviting the technical proposals or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technical requirements.
- j) To change/relax the criteria for evaluation and to change any terms and conditions of the RFP and its subsequent addendums, if any, as it deems necessary as its sole discretion.

7.3 Resources

The Empaneled organization is expected to deploy appropriate quality and number of resources for providing recruitment solutions in the Bank's proposed subsidiary. The strength and quality of team will be specifically evaluated during the technical evaluation.

For this purpose, the empaneled organization shall provide detailed deployment plan of its personnel with requisite qualification and experience along with the reserves as per the requirement of the Bank's proposed subsidiary.

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The Bank's proposed subsidiary reserves the right to insist that the organization to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The organization will have to undertake that no such substitution would delay the project timelines.

7.4 Representation and Warranties

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 7.4.1 That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank's proposed subsidiary specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
- 7.4.2 That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- 7.4.3 That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- 7.4.4 That there are –
 - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
 - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies.
- 7.4.5 That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- 7.4.6 That all conditions precedent under the Contract has been complied.
- 7.4.7 That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - (a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - (b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or

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- (c) Will violate any provision of the Memorandum and Articles of Association of the Bidder.
- 7.4.8 That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 7.4.9 That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank's proposed subsidiary, which may directly or indirectly have a bearing on the Contract or the project.
- 7.4.10 That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- 7.4.11 That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank's proposed subsidiary indemnified in relation thereto.
- 7.4.12 Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank's proposed subsidiary.

7.5 Relationship of Parties

- 7.5.1 Nothing in this Contract constitutes any fiduciary relationship between the Bank's proposed subsidiary and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank's proposed subsidiary and Bidder and/or its employees.

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- 7.5.2 No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- 7.5.3 Indian Bank's proposed subsidiary has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- 7.5.4 All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments, insurance, etc. Under no circumstances, shall Indian Bank's proposed subsidiary be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.
- 7.5.5 The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Indian Bank's proposed subsidiary first gives the Successful Bidder its prior written consent.

7.6 No Assignment

The appointment cannot be transferred or assigned by the Bidder without the prior written approval of the Indian Bank's proposed subsidiary.

7.7 Non Payment of Professional Fees and Bank's right of set off

If any of the items/activities as mentioned in the fee quote are not taken up by the Bank's proposed subsidiary during the course of this assignment, the Bank's proposed subsidiary shall not pay the professional fees quoted by the organization against such activity/item.

Set off-without prejudice to other rights and remedies available to Bank's proposed subsidiary, Bank's proposed subsidiary shall be entitled to earmark set-off or adjust any amounts due to the Bank under any of the clauses of this agreement for delay, failure or non-performance of any condition, undertaking, and commitment or for breach of any terms of this agreement. This clause shall override all other clauses of this document and shall also survive the termination

7.8 Publicity

Any publicity by the Bidder in which the name of the Bank's proposed subsidiary is to be used should be done only with the explicit written permission of the Bank.

7.9 Conflict of Interest

The Bidder shall disclose to the Bank's proposed subsidiary in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the services / engagement as soon as practical after it becomes aware of that

conflict.

7.10 Solicitation of Employees

Either party , during the term of the contract shall not without the express written consent of the other party , directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by other party in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the other party at any time to terminate his/ her relationship with the other party .

7.11 Notices and Other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email. (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

7.12 Substitution of Team Members

The BID should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of Indian Bank's proposed subsidiary by providing alternate staff of same level of qualifications and expertise. If the Indian Bank's proposed subsidiary is not satisfied with the substitution, then the Bank's proposed subsidiary reserves the right to terminate the contract and recover whatever payments made by the Bank's proposed subsidiary to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the outstanding invoice value as liquidated damages. Indian Bank's proposed subsidiary reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

7.13 Limitation of Liability

7.13.1 The Successful Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. For the purpose for the section, contract value at any given point of time means the aggregate value of the purchase orders placed by bank's proposed subsidiary on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for:

- a. IP Infringement indemnity
- b. Bodily injury (including death) and damage to real property and tangible property caused by vendor/s' gross negligence.

If a third party asserts a claim against Bank's proposed subsidiary that a services acquired under the agreement infringes a patent or copy right, vendor should defend Bank's proposed subsidiary against that claim and pay amounts finally awarded by a court against Bank or included in a settlement approved by vendor.

7.13.2 The Successful Bidder's liability in case of claims by the bank's proposed subsidiary resulting from its willful misconduct or gross negligence, loss suffered by bank's proposed subsidiary due to damage to real or tangible or intangible property by Successful Bidder, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

7.13.3 The Supplier shall indemnify the Bank's proposed subsidiary against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the services or software or hardware or any part thereof.

7.13.4 The Bank's proposed subsidiary shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Successful Bidder as part of this Agreement.

7.13.5 Under no circumstances Bank's proposed subsidiary shall be liable to the Successful Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank's proposed subsidiary has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

7.13.6 Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall be liable to the Bank's proposed subsidiary for any consequential/ incidental, or indirect damages arising out of this agreement. However, Bank's proposed subsidiary will not be liable to bidders for any such consequential/ incidental, or indirect damages arising out of this agreement.

- 7.13.7 All employees engaged by the successful Bidder shall be in sole employment of the successful Bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Indian Bank's proposed subsidiary be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the successful bidder.

7.14 Confidentiality

- 7.14.1 All Indian Bank's/Indian Bank's proposed subsidiary's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the bidder or its employees or it's sub- contractors during the course of discharging their obligations shall be treated as absolutely confidential and the bidder irrevocably agrees and undertakes and ensures that the bidder and its employees and sub-contractors shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Indian Bank/Indian Bank's proposed subsidiary nor shall use or allow to be used any information other than as may be necessary for the due performance by the bidder of its obligations hereunder. The bidder hereby specifically agrees to indemnify and keep Indian Bank/Indian Bank's proposed subsidiary indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the bidder and/or its employees and/or it's sub-contractors shall immediately reimburse and pay to Indian Bank/Indian Bank's proposed subsidiary on demand all damages, loss, cost, expenses or any charges that Indian Bank/Indian Bank's proposed subsidiary may sustain suffer, incur or pay in connection therewith.
- 7.14.2 The bidder shall not make or retain any copies or record of any Confidential Information submitted by Indian Bank/Indian Bank's proposed subsidiary other than as may be required for the performance of the bidders obligation under this Agreement.
- 7.14.3 The bidder shall notify Indian Bank/Indian Bank's proposed subsidiary promptly of any unauthorized or improper use or disclosure of the Confidential Information. Also so far as it is practicable the bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by bidder or its affiliates.
- 7.14.4 The bidder shall extent practicable, immediately furnish a certificate signed by its director/Partners/authorized signatory or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

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- 7.14.5 The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.
- 7.14.6 The bidder hereby unconditionally agrees and undertakes that it and its employees and/or its sub-contractors shall not disclose the terms and conditions of the Agreement or disclose the information submitted by Indian Bank/Indian Bank's proposed subsidiary under the Agreement to any third party unless such disclosure is required by law or for the purpose of performing any obligations under the Agreement.
- 7.14.7 It shall be the incumbent duty of the bidder to undertake not to disclose any business related information of Indian Bank/Indian Bank's proposed subsidiary to any third person and the bidder shall keep all knowledge of the business activities and affairs of Indian Bank/Indian Bank's proposed subsidiary strictly confidential and also to ensure that neither the bidder nor any of its officers, employees/ sub-contractors etc. directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Indian Bank/Indian Bank's proposed subsidiary.
- 7.14.8 However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by Indian Bank/Indian Bank's proposed subsidiary was known to or in the possession of the bidder at the time of disclosure;
 - Was disclosed or parted with the prior consent of Indian Bank/Indian Bank's proposed subsidiary;
- 7.14.9 The bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- 7.14.10 Notwithstanding above, Indian Bank/Indian Bank's proposed subsidiary shall take all the reasonable care to protect all the confidential information of bidder delivered to Indian Bank/Indian Bank's proposed subsidiary while performing the services.
- 7.14.11 The obligation under NDA shall survive the expiration/termination of the original contract referred to and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. successful bidder

7.15 Visitorial Rights

Indian Bank/Indian Bank's proposed subsidiary and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Banks is not misused. The Bidder shall cooperate with the authorized representative/s of Indian Bank/Indian Bank's proposed subsidiary and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the Bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The Successful Bidder shall furnish certifications required in the process of Audit relating to risk parameters finalized by Indian Bank/Indian Bank's proposed subsidiary at its discretion. Any discrepancies observed during such Audit have to be rectified by the Successful Bidder in consultation with Indian Bank/Indian Bank's proposed subsidiary.

The cost of the audit will be borne by the Banks. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be included from such inspection, Indian Bank's/Indian Bank's proposed subsidiary's appointed External auditors/ Regulators have right to audit and right to examine the Project Management Service facilities, activities and assets (hardware and software).

7.16 Compliance with Laws

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify Indian Bank's proposed subsidiary about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect Indian Bank's proposed subsidiary and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank's proposed subsidiary and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its

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part to conform or comply with the above and all other statutory obligations arising there from and the Bank's proposed subsidiary will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

7.17 Indemnity

The Bidder shall indemnify the Bank's proposed subsidiary and shall always keep indemnified and hold the Bank's proposed subsidiary, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank's proposed subsidiary as a result of:

- (i) Bank's proposed subsidiary's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- (ii) an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- (iii) claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank's proposed subsidiary; and/or
- (iv) claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- (v) breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- (vi) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- (vii) breach of confidentiality obligations by the Bidder or its employees or sub- contractors contained in this RFP.
- (viii) Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors

Bank's proposed subsidiary shall notify the bidder in writing as soon as practicable when the Bank's proposed subsidiary becomes aware of the claim and cooperates with the Bidder in the defense and settlement of the claims. The Bidder shall have sole control of the defense and all related settlement/ negotiations, and Bank's proposed subsidiary will provide the Bidder with the assistance, information and authority reasonably necessary to perform the above. Indemnity would cover damages, loss or liabilities suffered by the Bank's proposed subsidiary arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder. In the event of successful vender not fulfilling its obligations under this clause within the period specified in the notice issued by bank's proposed subsidiary, bank's proposed subsidiary have the right to recover the amounts due to it under this provision from any amount payable to the successful Bidder under this project. The indemnities under this clause are in addition to and without prejudice to the indemnities. given elsewhere in this agreement.

7.18 Force Majeure

On account of default or non-performance of the obligations bidder shall not be liable under the contract, if any such default or non-performance of the obligations under this contract is caused by any unforeseeable circumstances or occurrences beyond the control of the bidder. i.e., Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank's proposed subsidiary in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Indian Bank's proposed subsidiary in writing of such condition and the cause thereof within seven calendar days. Unless otherwise directed by Indian Bank's proposed subsidiary in writing, the Bidder shall continue to perform/render/discharge its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 3 (three) months, Bank's proposed subsidiary hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the successful bidder of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods and services received or complete transition / handover to the in-coming Vendor / Service Provider.

7.19 Penalty and Liquidated Damages

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

The Bank's proposed subsidiary reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedback from high ranking officials would also form part of Bidder selection and any strong adverse comment/action about service would make the Bidder ineligible for further assessment/processing.

Notwithstanding Indian Bank's proposed subsidiary's right to cancel the order, Indian Bank's proposed subsidiary reserves the right to recover the penalty at 0.50% of the outstanding payables value, per week for every week's delay in the specified delivery schedule subject to a maximum of 10% of the outstanding payables value. Indian Bank's proposed subsidiary reserves the right to recover these amounts by any mode such as adjusting from any payments to be made by Bank's proposed subsidiary to the Bidder. If the total amount of penalty reaches 10% of outstanding invoice value, it will be sufficient reason to terminate the contract and invoke Bank Guarantee.

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If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank's proposed subsidiary reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

Both Penalty and Liquidated Damages (LD) are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty and LD is not applicable for Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and official of Indian Bank's proposed subsidiary that the delay is attributed Force Majeure along with the bills requesting payment.

The Bidder shall fulfil its obligations under the agreement entered into with the Indian Bank's proposed subsidiary, in a professional manner.

If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if Indian Bank's proposed subsidiary has to take corrective actions to ensure functionality of its property, Indian Bank's proposed subsidiary reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in document, Indian Bank's proposed subsidiary reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. SLA violation will attract penalties.

7.20 Termination

The Bank shall have the option to cancel this RFP at any point of time or at any stage without giving prior notice. The Bank's proposed subsidiary also reserves the right to terminate any agreement and / or any particular order, in whole or in part by giving one (1) month prior notice to the successful Bidder. The successful Bidder shall not have any right to terminate Agreement(s) pertaining to this contract of service without the prior written consent of the Bank's proposed subsidiary.

7.20.1 However, the Bank's proposed subsidiary will be entitled to terminate any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

(i) Such breach is not cured within -30- Working Days after Bank's proposed subsidiary gives written notice; or

(ii) If such breach is not of the type that could be cured within -30- Working Days, failure by Bidder to provide Bank's proposed subsidiary, within -30- Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank's proposed subsidiary. Or

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- 7.20.2 Subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
- (i) The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
 - (ii) A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of 21 days;
 - (iii) The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
 - (iv) The other Party becomes the subject of a court order for its winding up.

- 7.20.3 Upon the termination or expiry of this RFP and subsequent Agreement:
- (i) The rights granted to Bidder shall immediately terminate.
 - (ii) Upon Bank's proposed subsidiary request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank's proposed subsidiary and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
 - (iii) Upon Bank's proposed subsidiary request in writing, Bidder shall be under an obligation to transfer to Bank's proposed subsidiary or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

- 7.20.4 In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help Indian Bank's proposed subsidiary and to any new vendor engaged by Indian Bank's proposed subsidiary, for the smooth switch over and continuity of the Services.

7.20.5 Termination for Default

The Bank's proposed subsidiary, without prejudice to any other remedy for breach of contract, by 30 days' written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the successful bidder fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if the successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank's proposed subsidiary in writing.

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‘For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank’s proposed subsidiary and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Indian Bank/Indian Bank’s proposed subsidiary of the benefits of free and open competition.

In the event the Bank’s proposed subsidiary terminates the Contract in whole or in part, Indian Bank’s proposed subsidiary may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Bank’s proposed subsidiary for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

7.20.6 Termination for Convenience

The Bank’s proposed subsidiary, by 30 days’ written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank’s proposed subsidiary’s convenience, the extent to which the performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective. The partial services that have been rendered within thirty (30) days after the consultant/Supplier’s receipt of notice of termination shall be accepted by the Bank’s proposed subsidiary at the Contracted/mutually agreed terms and fees/prices. However, the decision of the Indian Bank’s proposed subsidiary in this regard shall be binding and final.

7.21 Resolution of Disputes

7.21.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement or in discharge of any obligation arising out of the Agreement, shall be settled amicably.

7.21.2 If the parties are not able to solve them amicably, either party (the Bank’s proposed subsidiary or Successful Bidders) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

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- 7.21.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.
- 7.21.4 Successful Bidder shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank's proposed subsidiary or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 7.21.5 Arbitration proceeding shall be held at Chennai (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 7.21.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Chennai only.
- 7.21.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse.

7.22 Jurisdiction of Court

Compliance with labour and tax laws, etc. will be the sole responsibility of the service provider at their cost. All disputes and controversies between Bank's proposed subsidiary and Bidder shall be subject to the exclusive jurisdiction of the courts in Chennai and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.

7.23 Pre-Contract Integrity Pact

Bidders shall submit Pre-Contract Integrity Pact (IP) along with the technical bid as per **Annexure-08** of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The Pre-Contract integrity pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Pre-Contract Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

7.24 Adoption of Pre-Contract Integrity Pact

- (a) The Pact essentially envisages an agreement between the prospective bidders and the Bank's proposed subsidiary, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- (b) Only those bidders who commit themselves to the above pact with the Bank's proposed subsidiary shall be considered eligible for participate in the bidding process.
- (c) The Bidders shall submit signed Pre Contract integrity pact as per the **Annexure-08**. Those Bids which do not contain the above are liable for rejection.
- (d) Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (e) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (f) Integrity Pact in respect of this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- (g) The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e., the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- (h) Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- (i) Pre-Contract Integrity pact shall be signed by the person who is authorized to sign the Bid.
- (j) The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank's proposed subsidiary are as under:

<p>1.Shri. Girraj Prasad Gupta, ICAS (Retd.) Email: gpgupta1804@gmail.com</p> <p>2.Shri. Arun Kumar Sharma Email: sharmaak6@gmail.com</p>
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- (k) Change of law / policy / circular relating to Pre-Contract Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.
- (l) Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the organization concerned.

7.25 Restriction of bidders from countries sharing land borders with India:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership (LLP), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

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- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

- 7.26** Bank will also provide benefits to Micro and Small Enterprises (MSEs), wherever applicable as per the guidelines of public procurement policy issued by Government of India. The bidders to submit declaration for claiming MSE Benefits as per Annexure-07.

7.27 Amalgamation/ Change of ownership

If the Bank's proposed subsidiary undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

7.28 Use of Contract Documents and Information

The successful bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/authorized by the successful bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The successful bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of fulfilling the Contract.

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7.29 Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this RFP shall not be affected or impaired

7.30 Other Terms and Conditions

(a) The relationship between the Bank's proposed subsidiary and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank's proposed subsidiary and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

(b) Successful bidder/Service Provider shall be the principal employer of the employees, agents, etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank's proposed subsidiary shall accrue or arise, by virtue of engagement of employees, agents, etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank's proposed subsidiary shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank's proposed subsidiary, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank's proposed subsidiary through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.

(c) The cost of preparing the proposal, including visits to the Bank by the bidder, is not reimbursable.

(d) All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (Power of Attorney (POA) proof to be submitted). A certificate of authorization should also be attached along with the bid.

(e) Any additional or different terms and conditions proposed by the bidder would be deemed to be rejected unless expressly assented to in writing by the bank.

(f) In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the services or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank/Bank's proposed subsidiary is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank/Bank's proposed subsidiary will give notice to the bidder of such claims, if it is made, without delay by e-mail/registered post.

(g) The bidder shall submit a non-disclosure agreement duly signed by authorized signatories.

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7.31 Make in India

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017- PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.- II) dated 16th Sept 2020 & its amendment (if any).

Bank's proposed subsidiary will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

SECTION-VIII INSTRUCTIONS TO BIDDERS FOR E-TENDERING

8.1 GENERAL

These Instructions for e-Tendering supplement other terms and conditions of this tender.

8.2 INSTRUCTIONS

8.2.1 RULES FOR WEB PORTAL ACCESS

- Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
- e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.com/INDBANK> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
- Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of power & internet connectivity (due to any reason whatsoever it may be) at bidder end either the service provider or Bank is not responsible.
- In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
- However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
- On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
- Bank and/or Service Provider will not have any liability to Bidders for any interruption

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or delay in access to site of e-tendering irrespective of the cause.

- Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in point no. 3 of schedule, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
- However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

8.2.2 REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.com/INDBANK>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- Upload the scan copy of the PAN Card and GST Registration certificate
- Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- After verification by department/service provider, the id will be activated.
- At the first login, DSC details will be automatically captured by the system.
- Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Support to the Bidder for participating in the reverse auction & support required if any for online bid submission through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Antares Systems Limited #137/3,
Honganasu, Kengeri, Bangalore Mysore Road,
Opposite KMS Coach Builders, Bangalore—
560060.

Support Contact No. 080-40482100,
9731967722, 8951944383

Support Email: gunaseelan.m@antaressystems.com

8.2.3 SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- Eligibility Criteria, along with all supporting documents required.
- All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Compliance to Technical Specifications as per Technical Bid.
- Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document. Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

8.2.4 BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

8.2.5 OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should submit all following documents as mentioned in Section-A

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document.

8.2.6 OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit Indian Bank's Website.

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ANNEXURE-01

Details of the Bidder

Sl. No.	Particulars	Details
1	Name of the Bidder	
2	Date of Incorporation and/ or commencement of business	
3	Presence in India since (DD-MM-YYYY)	
4	Headquarters	
5	Brief description of the Bidder including details of its main line of business. Details of Partners / Directors, as applicable, to be furnished.	
6	Size of the organization & Number of employees	
7	Company Website URL	
8	Company PAN Number	
9	Company GSTIN Number	
10	Company CIN	
10	Particulars of the Authorized Signatory of the Bidder a) Name b) Aadhar Number c) PAN d) Designation e) Address f) Phone Number (Landline) g) Mobile Number h) Fax Number i) e-Mail Address	
11	Project Management structure for the proposed project	
12	List of 5 major clients and length of relationships	

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ANNEXURE-02

Documents for Eligibility cum Technical Bid

Sl. No.	Particulars/ Criteria	Supporting documentation
1.	The organization should have registered office in India for minimum 3 preceding years continuously and must be incorporated or registered under any of the following Acts – Indian Companies Act 1956/2013, Society Registration Act 1860/Indian Partnership Act 1932, Limited Liability Partnership Act 2008, etc.	Self-attested copy of the certificate of Incorporation, Memorandum of Association, Certificate of Commencement issued by the Registrar of Companies / a registration certificate, partnership deed in case of others along with GST Registration certificate.
a.	Name of the Bidder (Specify constitution – Partnership firm/Company etc.) and Proof of registration	
b.	Address and contact details of the Firm / Company in India.	
2.	Name of the Authorized person(s) / Partner (s) / Director (s) associated with the proposed RFP.	Details to be given on the Bidders Letter head.
3.	Contact Telephone number (Landline and Mobile) and email ID of the authorized person.	
4.	A certified copy of the resolution of Board, authenticated by Company Secretary/ Director, authorizing an official/s of the company or a Power of Attorney copy for Submission of Response to this RFP, to discuss, sign agreements/contracts with the Bank.	Certified copies
5.	Bidder's Turnover, Net Profit & Net Worth for last three (3) Financial Years i.e., FY2022-23, FY 2021-22 and FY 2020-21	Details to be provided in Annexure-03 Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.
6.	The bidder must have a minimum turnover of INR 20 crores from the line of business of providing manpower services during the financial years 2021-22 and 2022-23	Copy of the audited Balance Sheet and/ or Certificate of the Chartered Accountant for preceding three years.
7.	The bidder should have earned net/ operating profits for last 2 financial years	Copy of the audited Balance Sheet and/ or Certificate of the Chartered Accountant specifying net/ operating profits.

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8	The bidders should not have been prohibited by any Statutory/Regulatory authority or Court or Tribunal in offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or by any Statutory/Regulatory authority in the past or is pending.	A Self-Declaration to be furnished by the Bidder on its letter head as per Annexure-04
9	Bidder should not be insolvent, in receivership, Bankrupt, or being wound up.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory.
10	<p>The organization should have minimum 3 years of experience (in India) in providing end-to-end recruitment services (in India) for contractual roles in BFSI segment or any shared service centre of any BFSI company.</p> <p>For this purpose, the bidder is required to furnish atleast 3 client references (highlighting work over last 3 years with same/different clients) wherein the bidder has executed similar projects.</p>	<p>Details to furnished as per Annexure-05. Copy of the purchase order and / or Certificate of completion of the work for last 3 years to be enclosed. The Bidder should also furnish letter from the institution quoting the period and nature of services provided.</p> <p>Client References: -</p> <ol style="list-style-type: none">a.b.c.
11	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
12	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration by the Bidder's Firm on Company's letter head.
13	<p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to General Financial Rules, 2017.</p> <p>The Bidder must comply with the requirements contained in MoF, DoE, PPD O.M. No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020</p>	Undertaking as per Annexure-06 to be submitted. Where applicable, evidence of valid registration by the Competent Authority shall be attached.
14	Cost of RFP	Demand Draft or transaction reference of online remittance

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15	Bid Security	As per Annexure-11
16	Covering letter	As per Annexure-13
17	Company should have at least 100 employees on their roll for providing manpower services as on date.	Satisfactory documentary proof to be attached.
18	Bidder should be carrying out the background check of employees/ vendor staff specially Address & Police verification.	Process should be submitted
19	Bidder should have PF code number allotted by RPFC in the name of the establishment.	Satisfactory documentary proof to be attached.
20	Bidder should have ESI code number (both main and sub, wherever obtained) allotted by ESIC in the name of the establishment.	Satisfactory documentary proof to be attached.
21	The bidder must have following valid certificates :- a) Service Tax Registration Certificate b) Permanent Account Number.	Attested copy of all certificates.

Date:

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ANNEXURE-03

Turnover, P&L and Net worth details

(Bidders have to enclose photocopies of Audited Balance Sheet and P&L)

Ref:

Bidder's Name:

(Amount in Crore Rs.)

<i>F.Y.</i>	<i>Turnover</i>	<i>Net Profit/ Loss</i>	<i>Net worth</i>
2020-21			
2021-22			
2022-23			

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ANNEXURE-04

Self-Declaration – Blacklisting

To
General Manager (HRD/HR Strategy)
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai- 600014.

Dear Sir,

Sub: Empanelment of Manpower Recruitment Consultants for hiring manpower in contractual positions for Indian Bank's proposed subsidiary

Ref:

We hereby certify that we have not been prohibited by any Statutory/Regulatory authority or Court or Tribunal in offering such services and have not been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or by any Statutory/Regulatory authority in the past and no such proceeding is pending.

For

Office Seal

(Authorized Signatory)

Name:

Designation:

Place:

Mobile No:

Date:

E-mail ID:

Business Address:

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ANNEXURE-05

Experience Details of the Bidder

Ref: RFP No.

Bidder's details: Provide here a brief description of your firm/entity/organization (professional/support personnel for this assignment).

S.No.	Name of Organization for whom services rendered	Name of Project & Nature of Services Rendered	Team size	Project Details		
				Period (No. of Months)	Start Date	Actual/ Expected date of completion

(Submit photocopies of Purchase Orders/ Appointment/ Engagement letter as supporting documents for each item as per eligibility & evaluation criteria separately)

For

Office Seal

(Authorized Signatory)

Name:

Designation:

Place:

Mobile No:

Date:

E-mail ID:

Business Address:

Ref: CO:HRM:RFP:002:2023-24

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ANNEXURE-06

Declaration on procurement from a bidder of a Country which shares a land border with India

(The bidder should give the following undertaking / certificate on its letterhead)

To

General Manager (HRD/HR Strategy),
Indian Bank, Corporate Office,
254-260,Avvai Shanmugam Salai,
Royapettah,
Chennai- 600014.

Dear Sir,

Sub: Empanelment of Manpower Recruitment Consultants for hiring manpower in contractual positions for Indian Bank's proposed subsidiary

Ref:

I understand the Bidder must comply with the requirements contained in MoF, DoE, PPD O.M. No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020.

I have read the clause 7.26 in the referred RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that _____(name of the firm) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

For

Office Seal

Place:

Date:

(Authorized Signatory)

Name:

Designation:

Mobile No:

E-mail ID:

Business Address:

Ref: CO:HRM:RFP:002:2023-24

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ANNEXURE-07

Declaration for MSE Benefits

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To
General Manager (HRD/HR Strategy)
Indian Bank, Corporate Office,
254-260,Avvai Shanmugam Salai,
Royapettah,
Chennai-600014.

Dear Sir,

Sub: Empanelment of Manpower Recruitment Consultants for hiring manpower in contractual positions for Indian Bank's proposed subsidiary

Ref:

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No.floated for Empanelment of Manpower Recruitment Consultants for hiring manpower in contractual positions for Indian Bank's proposed subsidiary . We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank/Bank's proposed subsidiary may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely,
For
Office Seal

(Authorized Signatory)

Name:
Designation:
Mobile No:
E-mail ID:

Place:
Date:

Business Address:

ANNEXURE-08

Pre-Contract Integrity Pact

**(To be submitted on Non - Judicial Stamp Paper) PRE-
CONTRACT INTEGRITY PACT**

Between

Indian Bank hereinafter referred to as “The Bank” and

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for incorporation and operationalizing new wholly owned subsidiary by the Bank. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Consultant(s).

In order to achieve these goals, the Bank will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Bank will exclude from the process all known prejudiced persons.
2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer (CVO) and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer,

promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only.
 - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.

If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor the liquidated damages equivalent to the amount of the contract value.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Subcontractor(s)

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.

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3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor with sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Pre-Contract Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e., Chennai.

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2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Pre-Contract Integrity Pact and Annexure, if any, submitted by the Bidder, the clause(s) in the Pre-Contract Integrity Pact attached to this RFP will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Pre-Contract Integrity Pact at.....on

.....

(For & On behalf of the Bank) (Office
Seal)
Place _____
Date _____

(For & On behalf of Bidder/Contractor)
(Office Seal)
Place _____
Date _____

Witness 1:

Witness 1:

(Sign)_____
(Name & Address) _____

(Sign)_____
(Name & Address) _____

ANNEXURE-09

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....20 Between Indian Bank's proposed subsidiary, having its Corporate Office at <enter address> (hereinafter "the Purchaser") which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and

..... (Name of Consultant)
having its Registered Office at
(City and Country of Consultant) (hereinafter called "the Supplier") which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

WHEREAS the Purchaser invited bids vide RFP No..... for certain services viz., (Brief Description of Services) and has accepted a bid by the Supplier for the provision of those services in the sum for
(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP Document referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Forms submitted by the Bidder;
- (b) the Scope of Work/ Services;
- (c) Performance Bank Guarantee
- (d) the Purchaser's Notification of Award/ Purchase Order.
- (e) the RFP including Addendum(s) and/or corrigendum(s).

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be supplied/provided by the Supplier are as under:

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Sl. No.	Brief description of services

TOTAL VALUE OF CONTRACT:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For Indian Bank's proposed subsidiary)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:

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Date: 27/12/2023

ANNEXURE-10

NON-DISCLOSURE AGREEMENT (NDA)

THIS AGREEMENT made and entered into aton this theday of.....20
between **INDIAN BANK'S PROPOSED SUBSIDIARY,**

AND

M/s..... LLP/Limited a company registered under the Companies Act having
its registered office at.....hereinafter called the
"Consultant" which term shall wherever the context so require includes its successors and assigns,

WITNESSETH:

WHEREAS

The Indian Bank's proposed subsidiary intends to empanel a Manpower Recruitment Consultants for hiring manpower on contract basis in Indian Bank's proposed subsidiary. The bid by supplier has been accepted for the RFP No. for certain services viz,..... (Brief Description of Services) which was issued by Indian Bank.

M/s. has been engaged in the business of providing manpower on contract basis for various companies in BFSI segment/shared service centre of BFSI companies

The parties have entered into agreement dated _____ for providing manpower on contract basis to Indian Bank's proposed subsidiary and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.

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2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank's proposed subsidiary, the Supplier shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank's proposed subsidiary within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented.

Is disclosed without similar restrictions to a third party by the Party owning the confidential

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information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

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8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any dispute regarding any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/ other legal recourse.

11. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

12. Indemnity clause

"The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants."

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorized signatories

BANK'S PROPOSED SUBSIDIARY

M/s

Ref: CO:HRM:RFP:002:2023-24

Date: 27/12/2023

ANNEXURE-11

BID SECURITY LETTER

To,
General Manager (HRD/HR Strategy)
Indian Bank, Corporate Office,
No 254-260, Avvai Shanmugam Salai,
Royapettah, Chennai 600014

Sir,

Sub: Empanelment of Manpower Recruitment Consultants for hiring manpower in contractual positions for Indian Bank's proposed subsidiary

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer) / Bank Guarantee

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account:

Beneficiary Bank IFSC Code:

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank, at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

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Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We having our registered office at (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security

(Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No.(Company account details):

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by20__

SIGNATURE

(Name & Designation)

(Seal of the firm)

This guarantee is valid until theday of.....20__

.....

Signature of Authorized Official with Seal

Date.....

Ref: CO:HRM:RFP:002:2023-24

Date: 27/12/2023

Address:

.....

.....

NOTE:

1. Bidder should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee should be issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

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ANNEXURE-12
EVALUATION OF TECHNICAL PROPOSAL

The technical scoring of the agencies will be broadly based on the following parameters:

S.No	Particulars (WORK EXPERIENCE IN INDIA ONLY WILL BE CONSIDERED)	Max. Marks	Scoring Mechanism
1.	Experience of the bidder in the line of business of providing manpower services (in India) pertaining to sales functions to BFSI/PSUs/Public/Private companies	10 marks	<u>Experience of being in line of business</u> 3-5 years - 5 marks 6-7 years - 7 marks Greater than 8 years - 10 marks
2.	Experience of the bidder of working (providing manpower services) with large organizations (BFSI/PSUs/Public/Private companies in India) having minimum employee strength and annual turnover of :	10 marks	<u>Large organizations with</u> <ul style="list-style-type: none"> Employee Strength > 5000 and/or Annual Turnover of > 100 - 250 crores - 5 marks Employee Strength > 6000 and/or Annual Turnover of > 250 - 500 crores - 7 marks Employee Strength > 7000 and/or Annual Turnover of > 500 crores - 10 marks
3.	Business generated by the bidder from the desired line of business (average of last -3- financial years) for which RFP is issued	20 marks	Business from the desired line of business INR 20- 50 crores - 5 marks INR 51- 70 crores - 10 marks > INR 71 crores - 20 marks
4.	Number of employees on the payroll of the bidder that can be engaged in proposed assignment • (excluding contractual/ outsourced employees):	10 marks	1000 - 1500 employees - 5 marks 1501 - 2000 employees - 7 marks > 2001 employees - 10 marks
5.	Number of similar projects handled successfully in BFSI sector during the last 5 years including PSU/ Govt. (Central/ State)	20 marks	02 - 04 - 5 marks 04 - 06 - 10 marks > 07 - 20 marks

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6	Presentation	30 marks	Will be evaluated by Committee: Content – 15 marks Process Flow – 5 marks Quality of Presentation – 10 marks
Total		100 Marks	

Note: Information provided by the organization as mentioned in the table above should be submitted with supporting documents like work orders/ certificates strictly on client's letter head. Any other form of submission will be summarily rejected.

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Date: 27/12/2023
ANNEXURE-13
COVERING LETTER (LETTER TO BANK ON ORGANIZATION'S LETTER HEAD)

To
 General Manager (HRD/HR Strategy)
 Indian Bank, Corporate Office,
 No 254-260, Avvai Shanmugam Salai,
 Royapettah,
 Chennai 600014

Dear Sir,

Sub: Empanelment of Manpower Recruitment Consultants for hiring manpower in contractual positions for Indian Bank's proposed subsidiary

With reference to the above Invitation Document, having examined and understood the instructions including all annexure, terms and conditions forming part of this document, we hereby enclose our offer for "Empanelment of Human Resource Recruitment Consultants for hiring manpower in contractual positions in Indian Bank" as required in your above referred Invitation Document.

We agree to all the terms and conditions mentioned in the Invitation Document. We also submit required information along with documentary evidence in following format:

Parameter	Response – Specify wherever relevant
Name of the organization and nature of Business	
Holding organization or parent organization (if any)	
Organization address	
Details of ownership	
Name of the Parent Organization (if any)	
Year of commencement of business	
Names of all the Directors/Partners (Organization can add more records, if required)	1.
	2.
	3.
Name of the key person with contact details	

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Financial Year	Annual Turn over	Net Profit
Year 2020-21		
Year 2021-22		
Year 2022-23		
No. of employees working in:		
Major change in management in the last three years.		
Certifications 1. With any government/its agencies 2. With any other organization		
Name the Awards/Accolades/Recognition won for the application developed and deployed.		
Names of the Banks/shared services centre of Banks for which similar work has been undertaken		

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the Invitation Document. We also confirm that the offer shall remain valid for 6 months from the date of the offer.

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

Yours faithfully,

(Name & Designation, seal of the firm)

Ref: CO:HRM:RFP:002:2023-24

Date: 27/12/2023

ANNEXURE-14

Letter of Undertaking / Compliance Certificate

To
General Manager (HRD/HR Strategy)
Indian Bank, Corporate Office,
No 254-260, Avvai Shanmugam Salai, Royapettah,
Chennai 600014

Dear Sir,

Sub: Empanelment of Manpower Recruitment Consultants for hiring manpower in contractual positions for Indian Bank's proposed subsidiary

- a. Having examined the invitation proposal including all Annexures, we the undersigned offer to undertake hiring of manpower in contractual positions for Indian Bank in full conformity with the said invitation document and in accordance with our proposal.
- b. If our proposal is accepted, we undertake to complete the project within the scheduled time frame.
- c. We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of six months from the last date for submission of invitation document to the Bank.
- d. This proposal together with notification of empanelment and written acceptance thereof shall constitute a binding contract between us.
- e. We have never been barred/black-listed by any Govt/PSU/regulatory /statutory authority in India or abroad.
- f. We undertake that in competing for and if we are empaneled for executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- g. We agree that Indian Bank is not bound to accept the lowest or any proposal that it may receive.
- h. We confirm that our organization is not owned or controlled by any Director or employee (or relatives thereof) of Indian Bank
- i. We confirm that all the details/information furnished herein are true and correct and we undertake that we shall be solely responsible in the event any such information is found to be incorrect/false.

SIGNATURE

(Name & Designation)

(Seal of the firm)

Ref: CO:HRM:RFP:002:2023-24

Date: 27/12/2023

ANNEXURE-15

Letter of Authorization for submission of Response

To
General Manager (HRD/HR Strategy)
Indian Bank, Corporate Office,
No 254-260, Avvai Shanmugam Salai,
Royapettah, Chennai 600014

Dear Sir,

Sub : Authorization Letter for submitting RFP proposal documents. Ref :

This has reference to your above RFP for empanelment of Manpower Recruitment Consultants for hiring manpower in Contractual positions on regular/contract basis in Indian Bank's proposed subsidiary

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

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

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

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

Note:

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

Ref: CO:HRM:RFP:002:2023-24

Date: 27/12/2023

ANNEXURE-16

CHECKLIST

The technical proposal envelop should contain following Checklist

S.No	Documents/papers required	Yes/No
1	Covering letter on the prescribed format as per Annexure 13	
2	Experience of the organization in recruitment for contractual positions with specific focus on BFSI segment or shared services centre of a BFSI company	
3	Methodology of the organization for hiring manpower in contractual positions in the Bank or shared services centres of a Bank	
4	References, if any, from previous Clients on the Clients Letter Head	
5	All Annexure as per invitation document should be on organization's letter head with authorizing person's signature and organization seal on all pages.	
6	All supporting documents fulfilling the eligibility criteria in support of Technical specifications	