



Central Bank of India

Human Capital Management Department

Recruitment & Promotion Division

17th Floor, Central Office,

Chander Mukhi Building, Nariman Point

Mumbai-400021

**Tender Ref: CO/HCM/R&P/AK/2023-
24/222**

REQUEST FOR PROPOSAL (RFP)

FOR

Empanelment of Head Hunters/Manpower Recruitment Agencies proficient in engagement/recruitment of executives in top management/manpower.

Date: 28 December2023

Engagement of Head Hunters/Manpower Recruitment Agencies proficient in having expertise in recruitment/engagement of executives in top management/manpower

Tender ref: CO/HCM/R&P/AK/2023-24/222



The information provided in response to this Request for Proposal (RFP) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.

This document is prepared by Central Bank of India for **Empanelment of Head Hunters/Manpower Recruitment Agencies proficient in engagement/recruitment of executives in top management/manpower.**

It should not be re-issued or copied or used either partially or fully in any form.

Disclaimer

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into contract or arrangement with the Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Bidders should conduct their own investigations & analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of this RFP. Central Bank of India in its absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP.

IMPORTANT DATES & INFORMATION

SRN	Activities	Date & Time
1	Tender Notification No.	CO/HCM/RNP/AK/2023-24/222
2	RFP Issuance Date	28/12/2023
3	Last date for written request for Clarifications	04/01/2024
4	Pre Bid Meeting Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	08/01/2024
5	Date of placing replies to queries / clarifications / corrigendum in Bank's website	12/01/2024
6	Last Date of Submission of RFP Response (Closing Date)	15/01/2024, 03:00 pm
7	Opening of Technical Bids Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	15/01/2024, 03:30 pm
8	Presentation by shortlisted eligible Bidders with successful technical bids Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	Eligible short-listed Bidders will be invited for a presentation on the Technical Bid submission. The exact date and time for the presentation will be communicated to the eligible Bidders subsequently. The Bank's decision will be final in this regard.
9	Cost of RFP	Rs.2,000/- (Rs. Two Thousand Only) including taxes
11	RFP Coordinator	Mr. Ashok Kumar, Chief Manager - HCM (R&P) Mr. Gaurav Rai, Senior Manager – HCM (R&P)
12	Telephone	8170937068; 8699644839
13	Email ID	cmrnp@centralbank.co.in smcornp@centralbank.co.in managerrnp@centralbank.co.in
14	Address For Proposal Submission	Through e-tendering

The dates mentioned above are tentative and the Bidder acknowledges that it cannot hold the Bank responsible for any revision in these dates. The shortlisted Bidders would be communicated the exact date of presentation and they should remain prepared for a presentation at short notice.

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1. Introduction

Central Bank of India is one of the leading Public Sector Banks in India. The Bank is a listed entity and the Govt. of India holds 93.08 percent in Bank's total share capital. The Bank is having its Central Office at Chandermukhi, Nariman Point, Mumbai – 400021. The Bank has a network of 4493 domestic branches, 90 Regional Offices (RO), 12 Zonal Offices (ZO) spread across India with 3300 ATMs, 10000+ BC points, serving over 80 million customers with 32000 + employees. The Bank offers a wide range of products and services to both Corporate and Retail Customers. The Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, etc. The Bank is also forging ahead with cutting edge technologies and innovative banking models.

(More details are available on our website – www.centralbankofindia.co.in)

2. Objectives of the RFP

This Request for Proposal document ["RFP document" or "RFP"] has been prepared exclusively for the purpose of enabling Central Bank of India [hereinto referred as "the Bank"] to empanel Head Hunter(s)/Manpower Recruitment Agency (ies) specially involved in engaging executives in top management/ manpower.

Through this RFP, Central Bank of India invites proposals from experienced and eligible Head Hunters/Manpower Recruitment Agencies (hereinafter referred to as "Respondent" or "Bidder" or "Vendor") that are proficient in providing End to End recruitment services in engaging/recruitment of executives in top management/manpower.

Empanelment of Head Hunters/Manpower Recruitment agency (Single or Multiple) shall be initially for a period of 1 year contract which can be further extended up-to 3 years with extension of 1 year at a time. This agency will be selected based on evaluation criteria as stated in Section 26 of this document. The Bank reserves the right to empanel any number of agencies for the purpose of engaging/recruitment of executives in top management/manpower. Only Bidders that are eligible and clear the technical evaluation and presentation round will be considered for empanelment.

To invite interested parties/agencies to participate in an open Request for Proposal (RFP) application process. As described in the EOI dated 24-07-2023, the Request for Proposal (RFP) will not be restricted only to the agencies who have expressed their interest against the EOI.

3. List of Abbreviations & Definitions used in the RFP

Following terms are used in the document interchangeably to mean:

Application Period	Duration of time when Applications are invited from candidates through all sourcing channels
Bank	'Central Bank of India', which has invited bids under this Request for Proposal
BFSI	Banking, Financial Service and Insurance
Bidder	An eligible entity/firm submitting a Proposal/Bid in response to this RFP
Contract or Agreement	The Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.
CTC	Cost to Company
CV	Curriculum Vitae
Early termination	Termination of an employee prior to the duration of the contract
EOI	Expression of Interest
HCM	Human Capital Management
JD	Job Description
PAT	Profit After Tax
POC	Point of Contact
Proposal / Bid / Tender	Response to the RFP Document with Technical proposal including any documents submitted by the bidder as per the formats prescribed in the RFP
RFP	Request for Proposal
Scheduled Bank	A bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934
Screened CVs	Profiles of shortlisted candidates after completion of all screening activities conducted by the bidder
SME	Subject Matter Expert
TCO	Total Cost of Ownership
Termination date	Last date of working for an employee with the employer (here, Central Bank of India)
Website	Bank's official website "www.centralbankofindia.co.in"

4. Invitation of Tender Bids

- 4.1. This RFP is an invitation for bidder's responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.
- 4.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of their bid. The procedure, terms & conditions for submission of bid are enumerated in this RFP.
- 4.3. All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.
- 4.4. The RFP Document can be downloaded from Bank's Website <https://www.centralbankofindia.co.in> or e-Procurement Portal <https://centralbank.abcprocure.com/EPROC/>. The Bidder's response to the RFP should be uploaded online at the e-procurement portal <https://centralbank.abcprocure.com/EPROC/>.

5. Eligibility Criteria & Empanelment Conditions

Respondents Eligibility Criteria:

Eligibility criterion and associated supporting documents for the Bidder to qualify is clearly mentioned in Annexure III of this RFP document. The bidder would be required to provide supporting documents as part of the eligibility proof.

Only those Bidders fulfilling the following criteria should respond to the RFP. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

SI	Eligibility of the Bidder
1	The applicant should be a firm/company/body registered or incorporated in India under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP. It can be a Government Organization/Public Sector Unit/Partnership Firm/Limited Liability Partnership (LLP)/Private Limited Company/ Public Limited Company. It should not be Individual/Proprietary Firm/HUF etc. The applicant should have registered office in India and must be incorporated or registered under governing Indian laws and enactments.
2	This RFP for Empanelment of Head Hunters/Manpower Recruitment Agencies proficient in engagement/recruitment of executives in top management/manpower who have the necessary experience, capability and expertise in the domain of recruitment of manpower for top management positions including domain experts (Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted by the bidder.)

3	The applicant should have completed minimum of 5 assignments/ projects (in organization) specific to recruitment of manpower for top management positions and/or Board members, over last 3 years for large organizations in BFSI Sector/PSU Organizations /Government with pan-India presence and with minimum employee base of 10,000.
4	The applicants must have a minimum annual turnover of at least Rs.5 Cr for 3 year consecutive financial years from Indian operations. (Copies of the audited financial statements of the firm/company are to be submitted).
5	The bidder should have positive Net Worth or the bidder should have positive operating Profit (as EBITDA i.e. Earnings before Interest, Tax, Depreciation & Amortization) during last 3 financial years. (i.e. FY - 2020-21,2021-2022,2022 -2023)
6	The bidder should have recruited 5 & 20 candidates in executives positions and senior management respectively per year for clients across FY - 2020-21, 2021-2022 and 2022-2023 each and a cumulative total of 30+ candidates across FY - 2020-21 2021-2022 and 2022-2023.
7	At the time of bidding, the Bidder should not have been blacklisted/debarred/ by any Government. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.
8	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last 2 years, before any court of law between the Bidder and the Bank regarding supply of goods/services. If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority.
9	Bidder/Testing Platform provider (Provided by the Bidder) should not have: - NPA with any Bank /financial institutions in India - Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank
10	The Bidder's Organization should not be owned or controlled by any Employee or Director (or Relatives) of Central Bank of India, both present and those who have retired in the last one year.

5.1.1. No relaxation in eligibility criteria will be allowed to any bidder, including start-ups.

5.2. The companies or firms bidding should not have been blacklisted or debarred by any Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on letter head), as per Annexure IX, that it has not been blacklisted by any Government. Authority or PSU. In case, in the past, the name of the Company was blacklisted by any Govt. Authority or PSU, it must have been removed from the black list as on date of submission of the tender.

5.3. The bidder is required to provide documentary evidence fulfilling the eligibility criteria on firm/ company's letter head with supporting documents for the points mentioned in the table above and undertaking letter as per Annexure IX duly signed by the authorized signatory.

5.4. Bidders are required to provide duly authenticated supporting documents like company's MOA, AOA, Certificate of incorporation, certificate of business commencement, Registered Partnership

Deed, GST Registration, PAN, audited balance sheet, P&L account statement, purchase order/ work orders, work experience certificate, GST returns, etc. The documents are required to be signed by the authorized signatory of the company with the company's seal/stamp.

- 5.5. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all Annexures, Addendum and Corrigendum based on the requirements, specifications, terms and conditions laid down in this RFP. Bidder has to submit the letter cum declaration of compliance as per format provided in Annexure VIII of the RFP alongwith the bid.
- 5.6. The bidder needs to comply with all the eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the proposal. The bidder should enclose documentary 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 bidder can provide. All credentials should be appropriately bound, labelled and segregated in the respective areas. All the credentials of the applicant necessarily need to be relevant to the Indian market.
- 5.7. The Proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process.
- 5.8. To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all bidders for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted. The Bank reserves the right to:
 - 5.8.1. Ascertain information from the other banks and other institutions to which the Applicant has rendered its services for execution of similar projects. Such feedbacks from high ranking officials would also form part of Empanelment and any strong adverse comment/ action about product or service would make the bidder ineligible for further assessment/ processing.
 - 5.8.2. 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 applicants to this document and Bank will not entertain any correspondence in this regard. The Bank, at its discretion, may reject the proposal of the Applicant, without giving any reason whatsoever, if in the Bank's opinion the bidder could not present or demonstrate the proposed solution as described in the proposal.
- 5.9. **Integrity Pact:** Only those bidders, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering the Integrity pact would be the preliminary qualification. Any bid not accompanied by Integrity Pact duly signed by the bidder along with the technical bid, shall be a non-responsive bid and shall be summarily rejected. IP shall cover all the phases of contract i.e., from the stage of Notice Inviting Tender (NIT) / Request for Proposal (RFP), till the conclusion of contract i.e., final payment or duration of warranty / guarantee. Format of IP (to be executed on a plain bond paper) is attached as Annexure XIV for strict compliance.

Other Empanelment Conditions:

- 5.10. All selected vendors from the empaneled list shall be required to execute a Confidentiality/Non-Disclosure Agreement as per Annexure X

5.11. This RFP shall not define project terms and guidelines. They shall be specified in the Limited Tender Enquiry (Request for Quote (RFQ)) documents issued for the specific requirement. Some of the conditions but not all are listed below:

- 5.11.1. No. of employees to be engaged/ recruited.
- 5.11.2. List of positions, cadre and their job profiles and job description.
- 5.11.3. Other position specific eligibility criteria
- 5.11.4. Penalty
- 5.11.5. Service level Terms & Conditions
- 5.11.6. Scope of the Project (Details)
- 5.11.7. Specific legal terms
- 5.11.8. Payment

5.12. No commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFQ stage based on specific project requirements from Empaneled Bidder/Vendors.

5.13. The terms of the RFQ shall be read in consonance with the terms stated in the RFP document. The Bank's decision in this respect to any interpretation of RFP and RFQ terms shall be final and binding.

5.14. Successful Empanelment does not construe commitment from the Bank to provide opportunities to the empaneled vendors.

5.15. The names of the empaneled vendors will be displayed in the Bank's website.

5.16. Individual communication will be sent to the empaneled vendors.

6. Empanelment Period:

6.1. The empanelment will be valid for a period of 1 year from the date of empanelment order and it may be extended on yearly basis at the sole discretion of the bank with maximum extension upto 3 years. Irrespective of the initial / extended period, the empanelment will be deemed to be operative until completion/ termination of assigned projects, and hence agencies deploying resources should ensure the resources availability until completion of the work in hand or till the extended period as per the project terms and conditions of the project.

6.2. The review of empaneled vendors may be conducted at an interval as decided by the Bank, and the Bank may revisit any of the conditions of this empanelment during review. The Review process may be limited to the existing panel of Vendors and/or if considered necessary, the Bank may at its sole discretion adopt open RFP/Tender process to empanel New Vendor(s). The Bank at its sole discretion may terminate any of the Vendors from its panel based on the review. The Bank shall also have the right to cancel this panel of vendors at any time during the empanelment period.

7. Broad Scope of Work

7.1 Scope of the Project:

The Head Hunters/Manpower Recruitment agency shall provide its recruitment services for engagement of Top/Senior executives/ manpower on contractual basis. They shall be responsible for hiring any other C-suite executives or Senior Management Personnel for any additional requirement that may arise during the contract period. The said contract shall be terminated on non-performance of the obligations or breach of any commitment by either of the parties as laid down under the Service Level Agreement (SLA) duly signed and executed between the Bank and the successful agency/vendor.

7.2 Scope majorly includes:

The Head Hunters/Manpower Recruitment agency shall support the Bank in the short-listing of prospective candidates for the given positions at top executive level/ manpower as per the Bank's requirement. The scope of services for the hiring mandates shall not be limited to C-suite positions.

All bidders are expected to provide services as detailed below if they are empanelled and awarded purchase order. This includes the current as well as future recruitment as per the Bank's requirements.

7.2.1 The selected bidder will be expected to follow all the Government Guidelines pertaining to (but not limited to) caste / eligibility-based reservation and afford equal opportunity to all candidates to apply, through open invitations to general public at large and make final selections based on uniformly applicable parameters to all candidates.

7.2.2 The selected bidder will provide the following services pertaining to recruitment & vacancy fulfilling for the Bank:

- **Understand & collate requirements:** The bidder will be required to work with the HCM department, of the Bank to understand and gather requirements of the profile, seniority level, skill expectations, vacancy etc. as required for recruiting the positions of C-Suite or top executives/ manpower in the Bank. The bidder will be expected to assist the Bank in finalizing Job Descriptions based on the shared requirements.
- **Gather & Source Applications:** The selected bidder will be responsible to gather & source applications through various channels, including but not limited to:
 - ◆ Job notifications released by the Bank via public channels (this includes newspaper notification, bank website and other Bank portals).
 - ◆ The bidder has to reach out to candidates (head hunt/map), as it may deem fit as per requirements specified by the bank, through its own sources, databases etc.
 - ◆ Notifications across all channels will contain a common link to apply. This link will either be hosted by recruitment agency/head hunting agency or the Bank, whichever the bank deems fit. All candidates, those applying based on public advertisements & postings and those candidates identified or invited by the bidder, will need to apply at the common link/application. The bidder will have to work with the Bank to generate the application link in order to receive all applications & candidates' documents at the end of the application period.
 - ◆ The selected bidder will have to share a list of candidates sourced by them for any given vacancy. This list will have to be shared with the Bank upon completion of the application period.

- ◆ Only candidates whose application is received by the end of the application period will be eligible for further rounds of the recruitment process.
 - The selected bidder will be responsible for processing applications received from all candidates – applicants sourced from the selected bidder and candidates applying through the public.
Conduct Preliminary screening: All preliminary work of scrutiny and screening of applications/ pre-interviews etc. will be done by the successful bidder (recruitment agency) for all the received applications and it shall ensure that the candidate put forward will be up to the mark for absorption by the client. Preliminary screening should include (but not limited to):
 - ◆ CV & profile Review
 - ◆ Initial interaction with the candidate
 - ◆ Reference checks
 - ◆ Review of past work experience.
 - The bidder can, at its discretion, perform the preliminary screening & shortlisting through multiple rounds or keep a single composite round of all the screening checks prior to shortlisting. The bidder will have to share the exact shortlisting criteria at each stage with the bank for review and pre-approval. All candidates should be evaluated on the same parameters and evidence of the evaluation should be recorded and shared with the bank.
 - The bank, may at its discretion, alter the shortlisting criteria upon receiving applications in order to reduce the candidates who are required to appear for Interview. This alteration will be intimated to the selected bidder to proceed for further accordingly.
- **SME for Interview:** The bidder will be responsible to arrange for SME for interview of the candidate to gauge their knowledge depth and technical skills and past book of work. In the event that the bidder doesn't have the required SMEs relating to the field, it shall, at no additional cost to the Bank, onboard the required SME for the purpose of this interview. Evaluation criteria for the SME interview should be pre-defined by the bidder for role and seniority and shared with the bank for pre-approval.
- **Share list of candidates:** Upon completion of the activities of this section, the bidder will share with the Bank - HCM Department's point of contact the list of shortlisted candidates, their CVs, profiles and all associated evaluations conducted as part of the recruitment process. Additionally, the bidder will share the list of all applications received, the tests conducted and evaluation scores at each stage of the recruitment process. The bidder will share all shortlisted candidates with the bank in a single communication. The bank reserves the right to select or reject a candidate based on the evaluation and discretion of the bank.
- **CTC Negotiation & contracting:** The bidder, at the Bank's discretion, will also assist the bank with finalizing the CTC for the candidates through negotiations and benchmarking.
- **Develop advertisements, job postings, and notifications:** During the recruitment process, the bidder, in guidance and collaboration with the Bank teams, will have to develop job postings & notifications for various channels. The postings should be in accordance with any policy or regulation set forth by the Bank or any governing bodies overseeing the bank (as instructed by the respective teams from the Bank).
- The bidder will also help the Bank enhance its Branding by developing an Employee Value Proposition for the Bank and release through the postings/advertisements across various portals, handles and platforms in order to attract the required talent.

- **Launch & share job postings & notifications:** The bidder will be responsible to share the developed job postings & notifications at appropriate forums, job boards & platforms, with consultation of Bank.
 - ◆ Bank handles such as Bank Website, LinkedIn, Social media platform etc. The Bank's team will be responsible for launching the postings. The bidder may be expected to support the Bank team in drafting the post for maximizing outreach.
 - ◆ Public Job Boards – Bidder will share with the bank's team the list of public boards where the job vacancies should be posted. Bidder will further assist the bank team in drafting the necessary posts and share notification for recruitment.
 - ◆ Proprietary Job Boards & Forums – The bidder will be responsible for releasing job postings on proprietary job boards & forums.
 - ◆ Additionally, the bidder will also be responsible for inviting applications from its self-maintained data base or professionals.
 - ◆ Pre-joining Engagement: The Bidder will be expected to engage the selected candidate on a contractual basis to avoid the drop out during notice period of the candidate.

- **The Bank may, at its discretion also avail the following services from the bidder:**

Assistance with developing Job Descriptions (JD): The bidder will be required to review job requirements shared by the Bank and assist with creation of relevant job descriptions wherever required. The bidder will be expected to work with the members from Bank HCM department, to finalize Job Descriptions for the desired profiles. This will involve creation of JDs as per the Bank's guidelines, review & suggest improvements to the existing JDs. The format for the JDs will be decided by the Bank, but the bidder can provide suggestions to improve the same.

- **Benchmark Market to finalize CTCs:** The selected bidder will also be responsible for providing market estimates for any profile which the Bank requests for. The CTC should be benchmarked based on the desired skillset, educational qualification, prior experience and responsibilities of the candidate. The bidder should produce the benchmarked CTCs and required proof for the Bank to review. The produced benchmarks should be reasonable and in line with the current industry standard as offered by peer & private banks.
 - All candidates selected through this process will be on boarded as contractual workers for the Bank for a fixed period. The contract will be between the Bank and the selected candidate.
 - All activities pertaining to shortlisting the candidate needs to be completed based on identified parameters and scoring matrix. The bidder should ensure proper approvals are received from the Bank for these parameters prior to the screening & shortlisting activities.
 - The bidder will be responsible for recruitment of only profiles/requirements shared with it. The Bank may choose to continue its recruitment activities for various functions and other departments without engaging the bidder.
 - Bidder's scope of engagement: The scope is for engagement of prospective candidates for the given positions at top executive level as per Bank's requirement. However the Bank may evolve to include additional areas depending on the Bank's changing requirements.
 - On-site support: In order to facilitate better coordination and collaboration between the Bank teams & the bidder/ agency, a team from the recruiting agency may be expected to operate from the premises of the Bank (Human Capital Management Department, 17th Floor, Central Office, Chander Mukhi Building, Nariman Point, Mumbai-400021) on a temporary basis to provide on-site support to the bank during different phases of the recruitment process. The bidder should ensure this support is provided at no additional cost to the Bank.

- The Bank may at its discretion, choose to not finalize any candidate for contractual employment from the list of screened CVs shared by the bidder for a given profile. In such an event, the Bank will not be liable to pay any compensation to the bidder nor provide any explanation for the same.

8. Cost of RFP Document

- 8.1. Cost of RFP document is INR 2,000/- (Rupees Two Thousand) only. While downloading the RFP Document from the Internet (website of Central Bank of India), the prescribed amount towards the cost of Application Document should be paid by the Applicant along with the submission of the Application response. The Cost of RFP / Application document is non-refundable.

The RTGS / NEFT details are given below.

Account No: 3288988578

IFSC Code: CBIN0281067

Account Name: CO HRD MPT IRP & RNP Joint AC

- 8.2. All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.
- 8.3. RFP document fee is waived off under following considerations:
- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of copy of valid MSME certificate.
 - Start-ups (which are not MSEs) are exempted only from Bid security amount.
- 8.4. Applications without the payment of amount towards the cost of Application Document / non submission of MSME / Start-up Certificate shall be rejected. The Cost of RFP / Application document is non-refundable.
- 8.5. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-tendering portal at the time of “final online bid submission”.

9. Exemption of RFP Fee

- 9.1. Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of RFP fee provided the Services they are offering, are rendered by them.
- 9.2. The Bidder should submit supporting documents issued by Competent Government. bodies to become eligible for the above exemption.
- 9.3. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- 9.4. Bidders may please note:
- 9.4.1. NSIC certificate/ Udyam registration certificate (URC) should cover the items tendered to get tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- 9.4.2. “Start-up” company should enclose the valid Certificate of Recognition issued by Department for

Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Government of India with the technical bid.

- 9.4.3. The Bidder who solely on its own fulfills each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for tenderfee.

10. Language of Bid

The documents prepared by the Bidder, as well as all correspondence and documents relating to the RFP exchanged by the Bidder and the Bank and supporting documents thereto and printed literature shall be in English language only.

11. Amendment of Bidding Documents

- 11.1. Central Bank of India reserves the right, in its sole discretion, of inclusion of any addendum to this entire RFP process. The Bidder shall not claim as a right for requiring Central Bank of India to do the aforesaid.
- 11.2. At any time before the deadline for submission of Applications/Offer, Central Bank of India may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder, modify this RFP Document and all such modifications shall be binding on the Bidder.
- 11.3. All prospective bidders shall be notified about the amendment through a notification on Bank's website. All prospective bidders to this RFP are required to check for addendums / amendments / corrigendum/ notices to this RFP on the website till the last date of availability, prior to submission of bids and all such addendums / amendments / notices shall be binding on them.
- 11.4. The bidders themselves need to take or download the addendums from the website of the Bank. The Bank has no responsibility/obligation to send them individually to bidders.
- 11.5. If required in order to allow prospective Bidder reasonable time in which they need to take the amendment into account in preparing their Applications, Central Bank of India at its sole discretion reserves the rights to extend the deadline for the submission of Applications and same shall be notified on the Bank's website. However, no request from the bidder, shall be binding on Central Bank of India for the same. Central Bank of India's decision in this regard shall be final, conclusive and binding on all the bidders.

12. Authorization to Bid

- 12.1. The proposal/ bid being submitted would be binding on the Bidder. The Bid should be signed by the authorized signatory of the bidder. A suitable authorization letter / board resolution to that effect shall be submitted by the bidders.
- 12.2. All pages of the bid shall be signed by the authorized signatory for signing the bid.
- 12.3. Bid document shall be signed in full & official seal/stamp should be affixed.
- 12.4. All such signatures shall be supported by a rubber stamp impression of the Bidder's firm/company.
- 12.5. The proposal must be accompanied with undertaking letter duly signed by the authorized signatory as per the Annexure I, Annexure VIII and Annexure IX on the letterhead of the bidder firm/company only. The letter should also indicate the complete name and designation of the authorized signatory of the Bidder.

13. Bid/Offer

- 13.1. This is an e-Tender. Only electronic submission of bid on the e-tendering website is required to be

- done within the timelines specified. Hardcopies to be submitted as and when asked by the Bank.
- 13.2. The Bid / Offer should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- 13.3. The Bidders are expected to examine all terms and instructions included in the RFP. Failure to provide any requested information in this RFP will be at bidder's own risk and may result in the rejection of their proposal.
- 13.4. The Bank may, at its discretion, extend this deadline for submission of bids by amending the RFP Document.
- 13.5. The Bid / Offer/RFP signed by the authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only bid will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this RFP document shall be short-listed for Empanelment.
- 13.6. In addition to the Bid/ offer, the following documents are to be submitted Online at the e-procurement site <https://centralbank.abcprocure.com/EPROC/> :

Annexure I:	Letter of Acceptance
Annexure II:	Bidder's Profile Format
Annexure III:	Eligibility Criteria
Annexure IV:	Compliance to RFP terms & Conditions
Annexure V:	Technical Specifications
Annexure VI:	Details of Previous Assignments
Annexure VII:	Profile of Top Ten Recruiters of the Firm for the Project
Annexure VIII:	Declaration for Compliance
Annexure IX:	Undertaking by Bidder
Annexure X:	Confidentiality / Non-Disclosure Agreement
Annexure XI:	Bid Query Format
Annexure XII:	Know Your Employee (KYE) Clause
Annexure XIII:	Certification of RFP Cost Waiver for MSME/NSIC Firms/companies
Annexure XIV:	Integrity Pact
Annexure XV:	Authorization letter/ Authorized Signatories
Annexure XVI:	List of documents

- 13.7. The Bid should be signed by the authorized signatory of the bidder. A power of attorney/authorization letter/board resolution to that effect shall be submitted by the bidders and should be uploaded online on portal along with bid.
- 13.8. All the annexures should be submitted in letter head of bidder duly signed with seal/stamp of the firm/company. (All these documents are to be filed in one file). Copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the Bidder are also to be uploaded separately.
- 13.9. All the pages in RFP are to be submitted in the technical bid duly signed with firm's /company's stamp/seal.
- 13.10. The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 13.11. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

- 13.12. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users, or other similar features of a bidder.
- 13.13. The Bank reserves the right to disqualify the bidder/(s) if the bidder/(s) have earlier failed to complete any project in Central Bank of India in stipulated time.
- 13.14. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on the Bank's website (<https://www.centralbankofindia.co.in>) and will be binding on all bidders and no separate communication will be issued in this regard. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids. No post bid clarification of the bidder shall be entertained.

14. Instructions to Bidders – e tendering

Submission of any bid document through offline mode will not be accepted and bids and supporting documents thereto should be submitted online on or before the last date & time of bid submission as notified by the Bank..

14.1. Online Registration for first time bidders

- 14.1.1. The Bidders participating through e-Tendering for the first time for Central Bank of India will have to complete the Online Registration Process on the portal.
- 14.1.2. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose.
- 14.1.3. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token.
- 14.1.4. If any assistance is required regarding e-Tendering (registration / upload / download/ BidPreparation / Bid Submission), please contact the support numbers given in the support details below.

14.2. Registration Process for Bidders

- 14.2.1. Open the URL: <https://centralbank.abcprocure.com/EPROC/>.
- 14.2.2. On Right hand side, Click and save the Manual "Bidder Manual for Bidders to participate on e-tender.
- 14.2.3. Register yourself with all the required details.
- 14.2.4. TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders.
- 14.2.5. LOG IN NAME & PASSWORD: Each Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

General Terms & Conditions:

Bidders are required to read the “Terms and Conditions” section of the portal (of the agency concerned, using the Login IDs and passwords given to them.

TABLE A

Bid Submission Mode	https://centralbank.abcpocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries	e-Procurement Technologies Limited Technical Support Team Mr. Fahad Khan : 6352631766, fahad@eptl.in Mr. Shaikh Nasruddin : 6352632098, sheikh@eptl.in Mr. Jay Vyas : 9265562819, jay.v@eptl.in Ms. Mubassera Mansuri : 7859800621, mubassera@eptl.in Ms. Hiral Purohit : 6352631968, hiral.purohit@eptl.in

Note: Please note that the Support team will be contacting through email and wherever required through phone call as well. Depending on nature of assistance, support team will contact on priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute difficulties.

- 14.2.6. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- 14.2.7. BIDS PLACED BY BIDDER: The bid of the bidder will be considered as an offer to sell. The Bids once made by the bidder cannot be cancelled. The selected vendor / bidder is bound to perform the services as per the RFQ document, whenever the work arises during their empanelled period. If bidder fails to do so, the Bank reserves the right to take suitable action including but not limited to not allowing to participate for 2 years in the processes of the Bank.

14.3. Preparation & Submission of Bids

The Bids (Eligibility Cum Technical) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

Do's and Don'ts for Bidder

- Registration process for new Bidder's should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect. Hence Bidders are advised to start the process of upload of bid documents well in advance.
- The Bidder have to prepare for submission of their bid documents online well in advance as

- The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload, the bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate upload of few documents during the start of the RFP submission and any help required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time, quoting any reason whatsoever, as the Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

14.4. Terms & Conditions of Online Submission

- 14.4.1. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
- 14.4.2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm to Bank.
- 14.4.3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
- 14.4.4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
- 14.4.5. Bidders will be participating 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.
- 14.4.6. In the event of failure of their internet connectivity (due to any reason whatsoever) the service provider or the Bank shall not be responsible.
- 14.4.7. In order to ward-off such contingent situation, the 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 successfully.
- 14.4.8. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- 14.4.9. Failure of power at the premises of bidders during the E-Tendering cannot be a valid reason for not participating in the E-Tendering.
- 14.4.10. On account of this, the time for the E-Tendering cannot be extended and the Bank shall not be responsible for such eventualities.
- 14.4.11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.

- 14.4.12. 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 for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
- 14.4.13. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in the event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
- 14.4.14. Bidders are advised to attach all eligibility criteria documents with the Annexures in the technical bid.

14.5. Guidelines to Bidders on the operations of Electronic Tendering System of Central Bank of India

14.5.1. Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Not Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the "https://centralbank.abcprocure.com/EPROC"

Registration of New Bidders: <https://centralbank.abcprocure.com/EPROC/bidderregistration>

The Bidders may obtain the necessary information on the process of Enrolment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from

Electronic Tendering System for CBI. i.e. <https://centralbank.abcprocure.com/EPROC>

14.5.2. Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two parts (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security

to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendments.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendments. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub-Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

14.5.3. Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidder is recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for browsing the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

14.5.4. Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcprocure.com/EPROC>

14.5.5. Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a) The Bidders upload a single documents unloadable option.
- b) The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d) This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which is available for download under Download section on <https://centralbank.abcpurchase.com/EPROC>

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical / Commercial.

Note: The Bank or e-Procurement Technologies Limited shall not be liable or responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, or any other unforeseen circumstances before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned in "TABLE A" above.

Bidders need to take extra care while mentioning tender ID. Entering incorrect ID will not allow Bank to decrypt document.

14.5.6. Close for Bidding

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tendering Authority.

14.5.7. Online Final Confirmation

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.

14.5.8. Short listing of Bidders for Empanelment Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents, will shortlist the Bidders who are eligible for empanelment evaluation. The shortlisted Bidders will be intimated by email.

14.5.9. Technical Evaluation

The Bidders, who are eligible as per eligibility criteria, will further be evaluated for the technical evaluation.

Technical score will be summation of Technical evaluation and Presentation, bidders who score less than 70 Marks will be technically disqualified, details of technical evaluations are mentioned in clause 23.

14.5.10. Opening of the Financial Bids:

RFQ shall be sought from empaneled service providers during the period of empanelment.

14.5.11. Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the Bank, the time schedule of the Tender stages may be amended.

15. RFP Clarifications

- 15.1. Queries / clarifications will not be entertained over phone. All queries and clarifications must be sought in writing or sent to cmrnp@centralbank.co.in with subject “RFP for Empanelment of Head Hunters/Manpower Recruitment Agencies proficient in engagement/recruitment of executives in top management/manpower, as per the date given in the IMPORTANT DATES & INFORMATION section of this RFP document.
- 15.2. The Bidder is requested to collate and submit queries together to seek clarifications/responses from Bank as per Annexure XI. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the IMPORTANT DATES & INFORMATION section of this RFP document. Bidders are requested to visit Bank’s website (www.centralbankofindia.co.in) for clarifications and other communications.

- 15.3. Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank's website (www.centralbankofindia.co.in)
- 15.4. Bidders are required to direct all communications related to this RFP to cmrnp@centralbank.co.in. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidders in the manner specified. No post bid clarification of the bidder shall be entertained
- 15.5. No query / suggestion shall be entertained after the opening of bid. The Bank is not bound to reply the queries not pertaining to this RFP. Replies shall be at Bank's discretion. The Bank's replies shall be final and acceptable to all bidders.

16. Rejection of Bid

The Bid is liable to be rejected if:

- 16.1. The document does not bear signature of authorized signatory in each page and duly stamped.
- 16.2. It is received through Fax/E-mail/Courier/Post.
- 16.3. It is received after the expiry of the due date and time stipulated for Bid submission.
- 16.4. Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Bank.
- 16.5. It is evasive or contains incorrect information.
- 16.6. Any form of canvassing / lobbying /influence/ query regarding short listing, status, etc. will be a disqualification.
- 16.7. Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- 16.8. Bids not submitted online

17. Other Terms and Conditions of RFP

- 17.1. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 17.2. By submitting a proposal if found suitable, the selected bidder/ vendor agrees to contract with the Bank for any work awarded within 15 days of issuance of work order. Failure on the part of the selected vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 17.3. The terms and conditions as specified in the RFP and addendum (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms or conditions proposed by the bidder would be rejected unless expressly agreed to in writing by the Bank.
- 17.4. The selected Bidder/vendor must strictly adhere to the timelines or lead times identified in the RFQ & SLA. Failure to meet these timelines, unless it is due to reasons entirely attributable to the Bank,

- may constitute a performance breach of the selected vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the selected Bidder/vendor's inability to meet the established timelines or any other reasons attributing to the selected vendor, then that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar services.
- 17.5. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the proposed bidders requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with this RFP, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 17.6. All terms and conditions, payments schedules, time frame for expected service levels as per the RFQ & SLA will remain unchanged unless explicitly communicated by the Bank in writing to the successful bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, etc. as mentioned in the RFQ/ SLA document.
- 17.7. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 17.8. This tender document may undergo change by either additions or deletions or modifications before the last date and time of submission by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The addendums, if any, shall be published on Bank's website.
- 17.9. The Bank reserves the right to extend the dates for submission of responses to this document.
- 17.10. Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All queries to be submitted as per Bid query format in Annexure XI. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document.

The bidder, who posed the question, will remain anonymous.

- 17.11. 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. 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.
- 17.12. The Bank shall be under no obligation to accept any offer received in response to this tender 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. 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.
- 17.13. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users or other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- 17.14. 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. Correct technical information of the services being offered must be filled in. 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.
- 17.15. Price Discussion – No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFQ stage based on specific project requirements from Empaneled vendors.
- 17.16. If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject technical bid.
- 17.17. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, 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.
- 17.18. The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with

any statutory or regulatory requirements or any industry- wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide the details about all such items considered in the RFP.

17.19. It is important to note that the Vendors/ Bidders, who are found successful and are empanelled with the Bank need to abide by the terms & conditions of RFQ document which shall be floated to the selected vendors at the time of the project.

18. Delays in the Performance

Performance of the services shall be made by the Bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/Bid/RFQ Document issued to the selected bidders/SLA/Contract. Any delay in performing the obligation /defect in performance by the selected vendor/bidder would result in penalties as decided in RFQ issued subsequently to the empanelled vendor/bidder and may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract. The Bank shall provide the bidder 1 months' notice to remedy the breach.

18.1. If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject technical bid.

19. Modifications and Withdrawals of Bids

- 19.1. The bidder may modify its bid's submission anytime by logging in to the website <https://centralbank.abcprocure.com/EPROC/> and uploading the documents again till last date and time of bid submission. Only the latest bid and the documents uploaded in the website till the last date of submission will be taken for evaluation.
- 19.2. No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.
- 19.3. No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, defaulting bidder will be suspended from participating in future tenders of the Bank.
- 19.4. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

20. Ownership and Retention of Documents

All information processed, stored, or transmitted by the successful Bidder in the application process shall belong to the Bank. By having the responsibility to maintain the application, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the Bank must be protected by the successful

Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

21. Period of Bid Validity

- 21.1. Bid shall remain valid for duration of 6 (six) calendar months from Bid submission date. Bid valid for shorter period is liable to be rejected by the Bank as non-responsive.
- 21.2. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- 21.3. The Bank reserves the right to call for fresh Bids at any time during the Bid validity period if considered necessary.

22. Assignment

The whole of the works included in the contract shall be executed by the bidder and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

23. RFP Response

- 23.1. All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.
- 23.2. Bid properly documented should be uploaded on e-Procurement site <https://centralbank.abcpocure.com/EPROC/> within stipulated date & time mentioned in the RFP.

24. Service Level Agreement

- 24.1. Bank will be signing an SLA/NDA contract with the vendor selected by means of limited tender (RFQ) from the empaneled list. Penalty related to implementation / support services will be applicable to selected vendor as per the terms and conditions of RFQ.
- 24.2. The Bank reserves the right to recover the penalty amount in the following events:
 - 24.2.1. The support at any location is not up to the satisfaction of the Bank.
 - 24.2.2. For any other valid reasons determined by the Bank.
 - 24.2.3. Non-payment of penalty claimed by the Bank within stipulated time.
 - 24.2.4. Any other terms & conditions as decided in RFQ & SLA.

- 24.3. Issues not attributable to the vendor will be exempted from levying of the penalty.
- 24.4. The Bank reserves its right to recover this amount by deducting from payments to be made by the Bank to the bidder.

25. Earnest Money Deposit and Performance Bank Guarantee

This being an RFP for Empanelment of Head Hunters/Manpower Recruitment Agencies, no EMD/PBG is prescribed for this specific empanelment. However, EMD / PBG shall be specified at the time of specific RFQs.

26. Evaluation of Bids Received

- 26.1. During technical evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If the bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us.
- 26.2. Setting of evaluation criteria for selection processes shall be entirely at the discretion of the Bank. The decision of the Bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 26.3. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such minor issues (as mentioned above) may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- 26.4. A material deviation, reservation or omission which should not be waived are those that:
 - Affect, in any substantial way, the scope, information related to services specified in the contract;
 - Limits, in any substantial way, inconsistent with the tendering documents, the Procuring Entity's rights or the bidder's obligations under the contract; or
 - If rectified, would unfairly affect the competitive position of other bidders quoting substantially responsive bids.
- 26.5. All bidders will be required to give presentation of their offered services clearly demonstrating implementation. Failure of a bidder to complete presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. The date, venue and duration of the presentation shall be communicated separately. Giving mere presentation should not be considered as being qualified / shortlisted for further process. In this regard, Bank decision will be final and binding on all bidders.

26.6. Presentation should be made by the employee or the authorized person from the respective bidder as on the date of presentation and hiring of outsider will not be allowed for presentation. The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence. The Bidder should give presentation on the receipt of Bank's notice. The presentation should contain:

- 26.6.1. Brief about the company or firm
- 26.6.2. Specialization of the bidder in the domain areas specified by the Bank
- 26.6.3. Brief about head hunters in the panel, recruitment and mapping methodologies, etc.
- 26.6.4. Quality of understanding of the Scope & its coverage
- 26.6.5. Approach & methodology work-plan
- 26.6.6. Mapped candidates details and report program progress
- 26.6.7. Any other relevant information.

26.7. The bids received in response of this RFP shall be evaluated by a committee of the Bank Officials, as per the evaluation matrix furnished below :

S No.	Particulars	Marks
1	Average Annual Turnover in the last 3 years	Maximum Marks (MM) 15
	Above 10 Crores	15 marks
	More than 7 Crores and up to 10 Crores	10 marks
	More than 5 Crores and up to 7 Crores	7 marks
	5 Crores	4marks
2	Experience of providing end-to-end recruitment services in number of BFSI Sector Companies in India	MM 15
	For 12 or more	15 marks
	For more than 8 and up to 11	10 marks
	For more than 5 and up to 8	7 marks
	5	4marks
3	Experience of the bidder in the line of business of providing end-to-end recruitment services of C-Suite position in MNC/Private Bank/Public Sector Banks/Public Sector Units/Financial Services Industry companies in India (Min 5 positions filled in last 4 FY)	MM 15
	55 or more post*	15 marks
	45 to 54 posts*	10 marks
	36 to 44 posts*	7 marks
	30 to 35 posts*	4marks

4	Bidder's Footprint in India	MM 5
	More than 4 cities	5 marks
	For more than 2 and up to 4	4 marks
	For 1 and up to 2	2 marks
5	Final Presentation – Action plan for execution of scope of work	MM 50

Presentation and Demo: Will carry a total of 50 marks (T.P.)

Presentation will carry a weightage of 50 marks (hence 50% of the total technical evaluation) and be scored against the following broad criteria:

- Brief overview of the company describing the footprint in India and the manpower strength of its head hunters arm dedicated for search of executive roles in top management.
- Demonstration of Case studies and engagement model followed in the past experience of working with Indian Banks (case studies relating to direct engagement with public sector banks preferred).
- Unique proposition of the bidder as a Head Hunter/Recruitment Agency.
- Profile of recruiters as per the Scope of Work section of this document.
- Recruitment process & best practices followed.
- Proposed Project Plan, Employer Branding, screening process, timelines for implementation and post screening support.
- Profile of the proposed team to be deployed (in person and remote) for the success of the project.
- Model for providing on-site support for recruitment activities.
- Methodology for engaging candidates during the notice period at previous organizations.
- Partnership with any skill assessment platform agency if any and their features such as:
 - Types of skills covered
 - Ready question bank
 - Security measures for online proctoring
- Demonstration of the timelines adhered to in the past.
- Past book of work in recruitment of roles to Support Banking Systems.
- Success percentage of candidates recruited in the past for other clients.

- On any other points as informed by the Bank.

Firms/companies scoring 70 or more will be empaneled by the Bank from the date of empanelment order.

Kindly note that the Bank reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the Bank decision on technical evaluation shall be final. Final scoring will be done up to two decimal points.

Technical Score will be summation of Technical evaluation (T.E) and Presentation (P)

i.e. $T = T.E + P$

27. Payment Terms

The Bank will make the payment subject to signing of the contract, NDA and submission of Performance Bank Guarantee (PBG) for each specific RFQ. Payment Terms will be provided in RFQ.

28. Authorized Signatory

The empaneled Vendors/bidders shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The empaneled company shall submit at the time of signing the contract a certified copy of the resolution of the board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the Bank.

29. Confidentiality

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- 29.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the Bank;
- 29.2. To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 29.3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 29.4. To treat all Information as Confidential Information.
- 29.5. To sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure X within thirty days of issuing the purchase order/letter of intent.

30. Indemnity and Limitation of Liability

- 30.1. The bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- 30.2. If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against the Indemnified Party.
- 30.3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
 - 30.3.1. The Indemnified Party's misuse or modification of the service
 - 30.3.2. The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party
 - 30.3.3. The Indemnified Party's use of the service in combination with any product or information not owned or developed by the Indemnifying Party; However, if any service, information, direction, specification or materials provided by the Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:
 - 27.3.3.1. Procure the right for the Indemnified Party to continue using it
 - 27.3.3.2. Replace/Modify it with a non-infringing equivalent
- 30.4. The foregoing remedies constitute the Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement in addition to any indemnification remedies as mentioned in other clauses of this RFP.

31. Intellectual Property Rights

- 31.1. The Bidder claims and represents that it has obtained appropriate rights to provide the Services upon the terms and conditions contained in this RFP.
- 31.2. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
- 31.3. If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, to obtain a license so that the Bank may continue use of the services in accordance with the terms of this RFP.
- 31.4. The Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

32. Minimum Wages

- 32.1. The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.
- 32.2. The empaneled vendor will ensure strict compliance of all labour laws, insurance, minimum wages to the personnel employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of empaneled vendor and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the Bank and the empaneled vendor /their employees and the bidder or his employees, staff, personnel, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on the Bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

33. Non-Transferable Offer

This RFP is not transferable. Only the bidder who has submitted the bid by following the due process as stipulated under this RFP will be eligible for participation in the evaluation process.

34. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the performance or completeness of the order, in accordance with the scope of work mentioned herein, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system.

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

35. Audit

- 35.1. The empaneled Vendor/bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal/external/Bank appointed or statutory/RBI inspecting auditors and extend full cooperation in carrying out such inspection. The Bidder will also undertake to co- operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all

the irregularities thus pointed out by the auditor within a given time frame.

- 35.2. The bidder has to ensure compliance of Information Security guidelines according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to the Bank.
- 35.3. In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to the Bank.
- 35.4. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's/RBIs representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the empaneled vendor.

36. Force Majeure

- 36.1. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
 - 36.1.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
 - 36.1.2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
 - 36.1.3. Terrorist attacks, public unrest in work area;
- 36.2. Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above

37. Exit Clause

- 37.1. The Bank reserves the right to cancel/exit the contract in the event of happening one or more of the following conditions:
 - 37.1.1. Failure of the selected Vendor/bidder to accept the contract within 15 days from receipt of purchase order.
 - 37.1.2. Delay in delivery beyond the specified period
 - 37.1.3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
 - 37.1.4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- 37.2. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves

right to exit at any time after giving notice period of One month during the contract period. Any type of formation of consortium, sub- contracting and joint assignments will not be allowed / considered. Such proposals will be disqualified.

38. Termination of Empanelment

- 38.1. The Bank shall serve the notice of termination to the empaneled vendor at least 30 days prior, of its intention to terminate services.
- 38.2. The Bank will be entitled to terminate this empanelment, without any cost to the Bank and recover expenditure incurred by the Bank, on the happening of any one or more of the following:
 - 38.2.1. The empaneled vendor commits a breach of any of the terms and conditions of the bid.
 - 38.2.2. The empaneled vendor goes into liquidation voluntarily or otherwise.
 - 38.2.3. The empaneled vendor does not participate in consecutive 2 RFQs for which he is otherwise eligible.
 - 38.2.4. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
 - 38.2.5. The progress regarding the execution of the order accepted by the empaneled vendor is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving 30 days' notice for the same. In this event, the empaneled vendor is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason the contract is cancelled.
 - 38.2.6. Non-satisfactory performance of the empaneled vendor during implementation and operation.
 - 38.2.7. An act of omission by the Bidder, its employees or its agents in the performance of the services provided by this contract.
 - 38.2.8. Failure to integrate/implement the Project as per the requirements of the Bank as stated in the RFQ.
 - 38.2.9. Material discrepancies in the Services noted in the implementation of the Project. The Bank reserves the right to procure the same or similar service from the alternate sources at the risk, cost and responsibility of the empaneled vendor.
 - 38.2.10. Successful bidder is found to be indulging in frauds.
 - 38.2.11. The Bank suffers a reputation loss on account of any activity of empaneled vendor or penalty is levied by regulatory authority.
 - 38.2.12. In the event of sub contract or assignment contrary to the terms of agreement.

39. Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

40. Limitation on Promotion

The Bidder shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without prior written consent of the Bank.

41. Termination for Insolvency

The Bank at any time terminates the contract by giving written notice to bidder, if bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

42. Governing Law and Disputes

- 42.1. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, party (Central Bank of India or Bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred after 30 days, to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; 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. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.
- 42.2. Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 42.3. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

43. Resolution of Disputes

All disputes and differences of any kind, whatsoever, between the Bidder and the Bank, arising out of or in relation to the construction, meaning, operation or effect of the Contract, shall be settled amicably by both the Bank and the bidder. If after thirty days from the commencement of such informal negotiations, Bank and bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration as per Clause No. 39 above.

44. Tender / RFP Cancellation

The Bank reserves the right to cancel the tender / RFP at any time without assigning any reasons whatsoever.

45. Conflict of Interest

The Bank requires that bidder provide professional, objective, and impartial advice and at all times hold the Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from the Bank.

Bidder has an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if the Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

46. Non-Solicitation

The selected Bidder, during the term of the contract and for a period of Six months thereafter shall not without the express written consent of the Bank, directly or indirectly 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 of the Bank or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or induce any person who shall have been an employee or associate of the Bank at any time to terminate his/her relationship with the Bank.

47. Proposal Ownership

The proposal and all supporting documentation submitted by bidders in response to this Request for Proposal (RFP) shall become the property of Central Bank of India and will not be returned.

The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.

48. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, 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. Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of

payment by the Bidder. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

49. Submission of Bids

The bidders have to submit bid through Online ONLY. All documents as per requirement of RFP must be uploaded on the site <https://centralbank.abcpurchase.com/EPROC/>

The Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

Annexure I

**Letter of Acceptance
(Letter to the Bank on the bidder's letterhead)**

To

The General Manager –HCM
Central Bank of India,
17th Floor, Central Office Chander Mukhi Building, Nariman Point,
Mumbai - 400021

Dear Ma'am,

Sub: Request for Proposal (RFP) for Empanelment of Head Hunters/Manpower Recruitment Agencies proficient in engagement/recruitment of executives in top management/manpower

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

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

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

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is has been empanelled so after examination of RFP bids.

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Place:

Engagement of Head Hunters/Manpower Recruitment Agencies proficient in having expertise in recruitment/engagement of executives in top management/manpower



Tender ref: CO/HCM/R&P/AK/2023-24/222

Date:

For _____

Signature _____

Name _____

Authorized Signatories

(Name & Designation, seal/stamp of the firm/company)

Annexure II

Bidder's Profile Format

(To be submitted by Bidder on letter head)

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India / Date of Partnership Deed Execution		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone Number/Mobile no.		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last four FYs)	Annual Turnover (Rs. In lacs)	EBITDA (Rs. In lacs)
	2023-2022		
	2022-2021		
	2021-2020		
	2020-2019		
	(Only firm/company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the amount in INR only)	

Engagement of Head Hunters/Manpower Recruitment Agencies proficient in having expertise in recruitment/engagement of executives in top management/manpower

Tender ref: CO/HCM/R&P/AK/2023-24/222



N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of 2023

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal/stamp for & on behalf of (Name & Address of the Bidder)

Annexure III

Eligibility Criteria

(To be submitted by Bidder on letter head)

SRN	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
1.	The bidder should be a company registered in India as per Company Act 1956/2013 or a partnership firm / a Limited Liability Partnership under the Limited Liability Partnership Act 2008 / a proprietary firm in India and should be in existence for the last 4 years from the date of issuance of RFP.	<ul style="list-style-type: none"> ➤ Certificate of Incorporation, Memorandum of Association, & Article of Association if it is company. ➤ Partnership deed along with tax returns if it is a partnership firm or limited liability partnership. ➤ GST certificate along with PAN Card copy if it is a proprietary firm. 	
2.	<p>Bidder should have minimum average turnover of Rs. 5 crore during the last three financial years.</p> <p>This must be the company/firm turnover and not that of any umbrella group of companies.</p> <p>The bidder should be registered for GST.</p>	<ul style="list-style-type: none"> ➤ Copies of the audited balance sheet and Profit & Loss Statement of the company showing the same is to be submitted. ➤ GST returns ➤ GST certificate to be enclosed. 	
3.	Bidder should have positive operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e.2020-2021, 2021-2022 / 2022-23.	<ul style="list-style-type: none"> ➤ Copies of the audited balance sheet and Profit/Loss statement of the company are to be submitted. 	
4.	The bidder should have a track record of successfully completing at least 5 (five) similar assignment for providing recruitment services of engaging top executives of organization in BFSI sector in the last 5 (five) years.	<ul style="list-style-type: none"> ➤ Work order/certificate from client clearly indicating the scope and completion of engagement or any other relevant documentary proof to be submitted. 	

5.	The bidder should have managed 30 executives as part of previous recruiting engagements in any of the preceding three financial years	➤ Work order/Completion certificate/Certificate from client clearly indicating the no. of people recruited to the satisfaction of client or any other relevant documentary proof is to be submitted.	
6.	The bidder should have experience in recruiting senior level to c-suite management executives to middle management cadre/ manpower in other grade.	➤ Work order/Completion certificate/Certificate from client clearly indicating the cadre of executives recruited or any other relevant documents to be submitted.	
7.	The companies or firms, bidding for the above tender, should have not been blacklisted by any Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any Govt. Authority or PSUs, it should have been removed from the blacklist as on date of submission of the tender.	➤ An undertaking to this effect must be submitted in their letter head as per Annexure IX	

Note: Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure IV

Compliance to RFP Terms & Conditions

(To be submitted by Bidder on letter head)

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Objectives of the RFP	
3	Definitions	
4	Invitation of Tender Bids	
5	Eligibility Criteria and Empanelment Conditions	
6	Empanelment Period	
7	Broad Scope of Work	
8	Cost of RFP Documents	
9	Exemption of RFP Fee	
10	Language of Bid	
11	Amendments of Bidding Documents	
12	Authorization to Bid	
13	Bid/Offer	
14	Instructions to Bidders –e-Tendering	
15	RFP Clarifications	
16	Rejections of Bid	
17	Other Terms & Conditions of RFP	
18	Modifications and withdrawals of Bid	
19	Period of Bid Validity	
20	RFP Response	
23	Evaluation of Bids Received	

25	Authorized Signatory	
26	Confidentiality	
27	Indemnity and Limitation of Liability	
28	Intellectual Property Rights	
29	Minimum Wages	
30	Non-Transferrable Offer	
31	Responsibility for Completeness	
32	Audit	
33	Force Majeure	
34	Exit Clause	
35	Termination of Empanelment	
36	Jurisdiction	
37	Limitation on Promotion	
38	Termination for Insolvency	
39	Governing Law and Disputes	
40	Resolution of Disputes	
41	Tender / RFP Cancellations	
42	Conflict of Interest	
43	Proposal Ownership	
44	Non-Solicitation	
45	Taxes and Duties	
46	Submission of Bids	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure V

Technical Specification
(To be submitted by Bidder on letter head)

S. No	Technical Requirement	Compliance (Yes/No)
1.	The selected vendor would be required to provide recruitment services of Executives in SMG (senior management grade) & TEG (top executive grade) Cadre/manpower in other grade for our Bank. The selected vendor shall be responsible for execution of entire scope of the RFP.	
2.	The selected bidder would understand, collate requirements, on the Bank personnel need to be recruited. These will be identified in line with the recruitment need defined by the Bank.	
3.	The selected bidder would design a recruitment methodology that will include the gathering/sourcing applications, conducting preliminary screening of the applications to arranging the SME for the Interviews and finally sharing the list of all the sourced/ mapped candidates with their candidatures.	
4.	The selected vendor will ensure the best recruiters are on boarded that are having relevant recruiting experience.	
5.	The selected vendor will be responsible for assisting bank in negotiating and contracting with the selected candidate for the duration of the project.	
6.	The selected vendor will be responsible for developing advertisement, job postings and notifications.	
7.	The selected vendor would adhere to the timelines and requirements of the Bank as per scope of RFP & in future as per RFQ.	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure VI

Details of Previous Assignments

(To be submitted by Bidder on letter head)

S. No.	Item	Details		
1	Brief Profile of the Firm/company			
2	Presence in India since			
3	Headquarters			
4	Details of work experience of providing Recruitment Services in top management in PSB/PSUs (Please include Name of Organization, Contact Details with phone no & email id, details of recruitment completed)			
	Name of the client organization	Phone No.	Email Id	Details of positions recruited in top management executive in the organization
4.a				
4.b				
4.c.				
5	List of Major Clients and length of relationships			
6	Professional Methodologies used to provide recruitment services			
7	Measurable results that you have achieved in reputed organizations			

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure VII

Profile of Top Ten Recruiters in Firm's/companies Panel for the Project

(To be submitted by Bidder on letter head)

S .No.	Name of the Recruiter	Years of Professional Experience	Years of Recruitment Experience	Experience of recruiting for executives in PSB/PSU/PSE (Yes/No)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure VIII

Declaration for Compliance

(To be submitted by Bidder on letter head)

(All Terms and Conditions including scope of work except technical specifications)

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Seal/stamp of company/firm:

Technical Specification

We certify that the systems/services offered by us for tender confirm to the specifications stipulated by you with the following deviations

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Signature:

Name

Date

Seal/stamp of company/firm:

(If left blank it will be construed that there is no deviation from the specifications given above)

Annexure IX

Undertaking by Bidder (To be submitted by Bidder on letter head)

To

The General Manager –HCM

Central Bank of India,

17th Floor, Central Office

Chander Mukhi Building,

Nariman Point,

Mumbai - 400021

We _____(bidder name), hereby undertake that-

- We hereby confirm that we agree to all the RFP terms and conditions of the RFP CO/HCM/R&P/AK/2023-24/222 dated 28/12/2023, it's Annexures, addendum, corrigendum, and amendments made to the RFP without any pre- conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
- We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support documents delegating this authority are enclosed to this letter.
- Successful Empanelment does not construe commitment from the Bank to provide opportunities to the empaneled vendors. We also agree that you are not bound to accept the lowest or any bid received, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm/company or in any other way that may affect capability to provide / continue the services to the Bank.

Yours faithfully,

Authorized Signatories

Date

(Name, Designation and Seal/stamp of the Company/firm)

Annexure X

Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this ____ day of ____ 2023, and shall be deemed to have become in full force and effect from (the “Effective Date”). By and between M/s. _____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as “-----” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandermukhi, Nariman Point Mumbai-400021, with branches spread over India (hereinafter referred to as “Central Bank” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHERPART:

----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS:-

- i. Vendor inter-alia is engaged in the business of providing top management (c-suite) recruitment services to various business entities in India & abroad.
- ii. The Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to “Engagement/Recruitment in top management” (“the Purpose”) as more particularly described in Purchase Order No. _____, issued by Central Bank of India in favor of M/s. _____.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. Disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavor to:

- I. Use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- III. Limit access to such Confidential Information to those of its (including its Affiliates”) directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation

of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

- IV. Upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns. In a nutshell, the Agreement with successful bidder/s shall binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties. The term "Service Provider " wherever used shall mean and include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, subcontractors and representatives.

9. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non- enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of five years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of 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, notes or modules thereof.

13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is in writing and duly executed by Parties.

16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ 2022

Signed and delivered by

Signed and delivered by

M/s _____

Central Bank of India

Signed by:

Signed by:

Name

Name

Title

Title

in the presence of _____

in the presence of _____

Annexure XI

Bid Query Format **(To be submitted by Bidder on letter head)**

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Place:

Signature:

Date:

Name & Designation:

Business Address:

Annexure XII

Know Your Employee (KYE) Clause (Bidder has to submit Undertaking on the company/firm letter head as per format given below)

1. We _____(name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed / to be deployed on Bank's project to provide recruit executives in top management.

(Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

2. We undertake and agree to save, defend, and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for executive engagement.

Signature of Competent Authority with firm/ company's seal/stamp

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

Annexure XIII

Certificate for RFP Cost Waiver for MSME/NSIC Firms/companies

(in Letter head of Chartered Accountant)

Date:

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2023. Further we certify that the Company is classified under MSME as per MSME Act, 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant

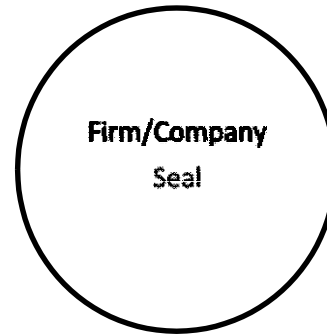
Firm/Company Name

Signature

Name

Reg.No.

VID No.



____XXX____

Annexure XIV

Tender Ref. No.:

Integrity Pact

(Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-14 duly stamped for Rs. 500/- (Five Hundred only) or as per the rates notified at place of execution of agreement. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process).

PRE CONTRACT INTEGRITY PACT

1 .GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the _____ month 2023, between, Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandermukhi, Nariman Point Mumbai-400021 ,with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) of the FIRST PART AND

Mr./s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item)/engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at

any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

COMMITMENTS OF THE BUYER

3. The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or

completed breaches of the above commitments as well as any substantial suspicion of such a breach, as

and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is

committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (BID SECURITY)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Bid Security shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/SELLER /CONTRACTOR /SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the

BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price,

then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / SELLER / CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed

- Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]
- Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]

as Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors () with confidentiality.

9.7. The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Mumbai.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on.....

BUYER

BIDDER*

Signature:

Signature:

Authorized Signatory,
(For & On behalf of the Principal)

Authorized Signatory (*)
(For & On behalf of Bidder/ Contractor)

Central Bank of India,
.....Department

Date:

Date:

Rubber Stamp:

Rubber Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

(*) – Authorized signatory of the Organization who has also signed and submitted the main bid

Annexure XVI

Authorization letter/Board resolution/Power of Attorney for Authorized Signatories

(To be submitted by Bidder on letter head)

This is to Certify that Mr. / Mrs. / Ms. _____ designated as _____ is authorized personnel by way of resolution passed in Board of Directors Meeting held on dated _____ for signing and execution of documents/Agreements on behalf of the Company/Firm participating in RFP No. CO/HCM/RNP/AK/2023-24/222 dated 28/12/2023 of Central Bank of India.

Date: DD/MM/YYYY

Name of the designated personnel

Designation

Company/Firm's Seal

Annexure XVI

List of Documents to be submitted (To be submitted by Bidder on letter head)

Documents to be submitted	Format as per	Attached in Bid (Yes/No)	Page No	
			From	To
RFP Document				
Letter of Acceptance	Annexure I			
Bidder's Profile Format	Annexure II			
Eligibility Criteria	Annexure III			
Compliance to RFP terms & Conditions	Annexure IV			
Technical Specifications	Annexure V			
Details of previous assignments	Annexure VI			
Profile of top Ten Recruiters in firm's/company's panel for the project	Annexure VII			
Declaration for Compliance	Annexure VIII			
Undertaking by Bidder	Annexure IX			
Confidentiality / Non-Disclosure Agreement	Annexure X			
Bid Query Format	Annexure XI			
Know Your Employee (KYE) Clause	Annexure XII			
Certification of RFP Cost Waiver for MSME/NSIC Firms/Companies	Annexure XIII			
Integrity Pact	Annexure XIV			
Authorization letter/Board resolution/ Power of Attorney for Authorized Signatories	Annexure XV			
List of Documents	Annexure XVI			

NOTE:

- Supporting documents must be attached wherever applicable.
- Relevant document for executive profiles recruited by the firm/Company.
- All pages of bid documents must be signed by authorized person
- All pages of bid documents should be numbered in serial order i.e. 1, 2, 3 and so on.
- The technical bid should be properly numbered to search documents with annexure in starting to explain positioning of documents in bid.

Signature of Authorized Signatory:
Name of Authorized Signatory
Name of the Firm/Company:

Designation:

Stamp/ Seal of the Firm/Company:

Engagement of Head Hunters/Manpower Recruitment Agencies proficient in having expertise in recruitment/engagement of executives in top management/manpower

Tender ref: CO/HCM/R&P/AK/2023-24/222

