



## REQUEST FOR PROPOSAL

FOR

**Invitation for “Empanelment of HR Recruitment Consultants” for hiring manpower in Junior, Middle and Senior Management Positions in Indian Bank**

**RFP No. CO: HRM:RFP:001:2023-24 Dated: 22/12/2023**

**Last Date for Submission of BID: 12/01/2024 (03.00 PM)**

**Issued BY:**

**Indian Bank  
HRM Department  
Corporate Office, 254-260  
Avvai Shanmugam Salai,  
Royapettah, Chennai - 600 014**

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RFP for Empanelment of HR Recruitment Consultants for hiring manpower in  
Junior, Middle and Senior Management Positions in Indian Bank

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## SECTION – I

### INVITATION FOR BIDS (IFB)

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Indian Bank is a premier Nationalised Bank with over 21482 touch points comprising of about 5827 domestic branches, 4850 ATMs/BNAs and 10805 Banking Correspondents. The Vision of the Bank is “Delivering excellence in financial services through customer focus, employee engagement and sustainable growth”.

Bank is having a business of above Rs. 11.00 lakh Crores. The Bank has overseas presence through Branches in Singapore, Colombo & Jaffna and has reciprocal arrangements with various Foreign Banks across the globe. These Branches are controlled by 90 Zonal Offices, 10 Chief General Manager’s & 37 General Manager’s across the Country.

Human Capital has always been the backbone of any Organization. Since employees are the most valuable assets of any organization, it has also been Bank’s endeavour to focus on getting the best candidates for Junior, Middle and Senior Management positions who would steer the Bank to achieve its long-term objectives and build a differentiated presence.

In order to meet specialized requirements at Junior, Middle and Senior Management positions, the Bank wishes to empanel a set of qualifying firms as “HR Recruitment Consultants” to support the Bank for recruitment of manpower with professional knowledge base and proven work experience in specialized areas from the open market in Junior, Middle and Senior Management Positions.

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

**Bid related details**

S.No	Particulars	Timeline
1	Tender Reference	CO:HRM:RFP:001:2023-24
2	<b>Issuance Date of RFP</b> (Date of RFP Issuance)	22/12/2023
3	<b>Last Date and time of request for Queries/ Clarifications</b> (Last Date of Receiving request for queries/clarifications before the Pre- bid Meeting)	28/12/2023 03.00 PM IST Please refer Clause 2.7 Requests for Information /Clarifications.
4	<b>Pre-bid Meeting Date and Venue Details</b>	02/01/2024 11:00 AM IST through physical / virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at cohmrrecruitment@indianbank.co.in on or before 28/12/2023. Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
5	<b>Last Date and time for Submission of Technical &amp; Commercial Bids in Online &amp; Offline Mode</b> (Last Date of Submission of RFP Response)	12/01/2024 3:00 PM IST for both online bid and offline document submissions. For Offline submission of documents listed in Sl. No. 10 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below.  General Manager (HRD / HR Strategy), Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014
6	<b>Date and time of opening of Technical bids</b>	12/01/2024 3:30 PM IST

7	<b>Date, time and venue of presentation &amp; demo by the eligible bidders</b>	Shall be intimated separately by the Bank through email.
8	<b>Opening of Commercial Bids</b>	No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained from the Empaneled agency during the selection/engagement for specific project through closed commercials or reverse auction process or QCBS or any other process as decided by the Bank at that point of time.
9	<b>Cost of RFP</b>	<p>Non-refundable Rs.20,000/- (Rupees Twenty Thousand only) in the form of DD favoring "Indian Bank". Alternatively, bidders can transfer the cost of bid document in the following account number through NEFT/ RTGS/ IMPS/ UPI etc. one day prior to pre-bid meeting date:</p> <p>Account No: 743848138</p> <p>Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II</p> <p>IFSC Code: IDIB000H003</p> <p>Branch: Harbour</p> <p>Mode of submission: (Offline for DD/ Online for e-transfer)</p>
10	<b>Online Bid Submission Details</b>	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website.</p> <p>Technical Bids will be opened online</p>

		through e-procurement portal: <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a>
11	<b>Documents to be submitted physically (In original) by Bidders (Offline Mode)</b>	DD towards Cost of bid document. Alternately Bidders can also transfer the cost of bid document and enclose proof of the transfer.
12	<b>RFP Coordinator, email-id and contact details</b>	1. Mr. Dwivedi Tushar 2. Mr. Aji A Nair 3. Mr R Nithiyanantham Email id : <a href="mailto:Cohrmrecruitment@indianbank.co.in">Cohrmrecruitment@indianbank.co.in</a> Contact no: +91-44-28134558 / 28134530
13	<b>Application Money (INR)</b>	Rs 20,000.00
14	<b>Earnest Money Deposit (EMD) in INR</b>	Rs 3,00,000.00

Fees for RFP document Rs. 20,000/- (Rupees Twenty Thousand only) and Earnest Money Deposit Rs. 3,00,000 (Rupees Three Lakhs only) to be paid in the form of Demand Draft/Bank Guarantee issued by a Scheduled Commercial Bank in favour of "Indian Bank" payable at Chennai/Online Transfer.

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

Earnest Money Deposit of Rs. 3,00,000/- (Rupees Three Lakhs only) should be submitted along with the "Technical Proposal". Indian Bank will not pay any interest on the Earnest Money Deposit (EMD)

Earnest Money Deposit of the successful bidders will be retained till the term of the contract

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

Technical Proposal will be opened, in the presence of the bidder's representatives who choose to attend the opening of Proposal. No separate communication will be sent in this regard.

As per the guidelines of Public Procurement Policy issued by Government of India, the MSEs are exempted from payment of cost of bid documents and submission of bid security subject to submission of Udyam Registration Certificate (URC). If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service.

N.B:

1. The above dates are tentative and subject to change. Any such changes will be published in the Bank's website & e-Tendering Portal (<https://www.tenderwizard.com/INDBANK>) and it is the responsibility of the bidder to find without any prior notice or intimation.
2. Clarifications, Modifications and extensions of dates if any pertaining to this RFP will be published only on the Bank's website & e-Tendering Portal (<https://www.tenderwizard.com/INDBANK>). No individual communications or paper publications are envisaged in the matter.

## 1.1 Introduction

This Invitation for empanelment has been prepared solely for the purpose of enabling Indian Bank (Here and after referred to as "Bank") to empanel Recruitment Consultants for facilitating hiring in Junior, Middle and Senior Management positions for Indian Bank or any of its subsidiary including which may be setup / established at any future date.

This document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the solution. The provision of the engagement is subject to RFP process followed by appropriate documentation being agreed between the Bank and the eventual empanelled agency/s.

## 1.2 Information Provided

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

### 1.3 For Respondents only

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

### 1.4 Confidentiality

1. The Invitation document is confidential and is not to be disclosed, reproduced, transmitted or made available by the Recipient to any other person. The invitation document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.
2. The Agency shall not make or retain any copies or record of any Confidential Information submitted by the Bank other than as may be required for the performance of the Agency obligation under this RFP/Agreement.
3. The Agency shall notify the Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
4. The Agency shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, the Agency shall immediately expunge any Confidential Information relating to the project from any computer or other device in possession or in the custody and control by Agency or its affiliates.
5. The Agency shall immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and these requirements have been fully complied with.
6. The Agency hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by the Bank or derived under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its obligations under this Agreement only.
7. It shall be the incumbent duty of the Agency to undertake not to disclose any business



related information of the Bank to any third person and the Agency shall keep all knowledge of the business activities and affairs of the Bank strictly confidential and also to ensure that neither the Agency nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of the Bank.

8. However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- Prior to the disclosure by the Bank was known to or in the possession of the Agency at the time of disclosure;
- Was disclosed or parted with the prior consent of the Bank;
- Was acquired by the Agency from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from the Bank.

9. The Agency agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

Notwithstanding above, the Bank shall take all the reasonable care to protect all the confidential information of Agency while performing of the services.

10. The provisions of this Clause shall survive the termination of this Agreement.

### 1.5 Disclaimer

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

The Bank and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the

information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

### **1.6 Costs borne by the Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent.

### **1.7 No Legal Relationship**

No binding legal relationship shall exist between any of the Respondents and the Bank until execution of an Empanelment Agreement/ Work Order.

### **1.8 Recipients' Obligation to Inform Itself**

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

### **1.9 Evaluation of Offers**

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

### **1.10 Errors and Omissions**

Each Recipient should notify the Bank of any error, omission or discrepancy found in this document. Notification should be made to the Email id: **cohrmrecruitment@indianbank.co.in** with the subject RFP for empanelment of HR Consultants for Junior, Middle and Senior Management Positions.

### **1.11 Acceptance of Terms**

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

### 1.12 Liabilities of the Bank

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

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

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## SECTION-II

### TECHNICAL PROPOSAL

#### 2.1 One Set of Technical Proposal

- a) Bidder has to submit the technical proposal containing all the required documents asked in the RFP, through e-Tender portal (<https://www.tenderwizard.com/INDBANK>) within the stipulated timelines.
- b) Further Bidder has to also submit the hardcopy of the technical proposal at the below mentioned address, in a sealed envelope super scribed "EMPANELMENT OF HUMAN RESOURCE RECRUITMENT CONSULTANTS FOR RECRUITMENT OF MANPOWER IN JUNIOR, MIDDLE AND SENIOR MANAGEMENT POSITIONS IN INDIAN BANK" and it must be delivered to the Bank within the stipulated timelines.

**The submission of Technical proposal on e-tender portal is must, failing which proposal of the vendor will not be considered for evaluation.**

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

The document should be addressed to:

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

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

The eligibility and technical envelope should have the following documents:

I. Covering letter on the prescribed format as per Annexure II.

II. Technical Proposal Response containing the following:-

- a) Profile of the Organisation

- b) Experience of the agency in recruitment for Junior, Middle and Senior Management positions with specific focus on BFSI segment or operations support center / shared services center of any BFSI company.
- c) Methodology of the agency for recruiting manpower in Junior, Middle and Senior Management positions in the Bank.
- d) Organisation with personnel details including relevant educational background, experience and credentials for recruiting Junior, Middle and Senior management positions in Indian Bank.
- e) References, if any, from previous clients on the client's letterhead.

III. The proposal and all its annexures must be signed by an official authorized to commit the agency (Bidder) to the terms and conditions of the proposal. Agency must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney/ authority letter authorizing the signatory to sign the bid.

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

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

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

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

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

- a. Submission of technical proposal after the time stipulated in this document.
- b. Misleading / incomplete information / submission of improper / incomplete documentation.
- c. Technical proposal submission without agency's name or any essential prerequisite details required for processing the proposal

- d. Envelopes are not in order as specified in this document
- e. Non Submission of Proposal in e-Tender portal

## 2.2 Application Money

Application Money as mentioned in "**Bid related details**" by way of Electronic Transfer Demand Draft favouring 'Indian Bank', payable at Chennai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Firm where application money has not been furnished with the RFP response.

## 2.3 Earnest Money Deposit

The agency will have to submit the Earnest Money Deposit (EMD or Bid Security) while submitting their bid as stipulated by the Bank in the section on "**Bid related details**". The EMD shall be retained by the Bank for a period upto 6 months from the date of submission in case of non-successful bidders and for a period of contract plus 3 months for successful bidders in addition to an initial period of upto 6 months.

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

The bidder shall be liable for forfeiture of bid security:

- a. If a Bidder withdraws its bid during the period of bid validity specified in the RFP; or
- b. In the case of successful Bidder (L1 bidder), if the Bidder fails to sign the Contract/NDA/SLA agreement with the BANK or to furnish performance security within the stipulated period, in accordance with the Terms & Conditions of the RFP.

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

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

## 2.4 Related Parties

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
  - b) Bids submitted by two or more companies having common director/s
  - c) Bids submitted by partnership firms / LLPs having common partners
  - d) Bids submitted by companies in the same group of promoters/management etc.
- 1) Faxed copies of any submission are not acceptable and shall be rejected by 'the Bank'.
  - 2) Only one proposal shall be accepted from one agency. In case an agency submits more than one proposal all technical proposals submitted by the agency shall be disqualified.

## 2.5 Registration of Technical Proposal Submission

Upon the receipt of a submission, the Bank shall register the Invitation response. Incomplete, partial or faulty submissions shall be rejected forthwith. All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to this Invitation document shall be deemed as Respondents' license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

## 2.6 Late Submission of Technical Proposal

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

The Bank has no liability to any Respondent who lodges a late proposal submission for any reason whatsoever including responses taken to be late only because of another condition of responding.

## 2.7 Requests for Information / Clarifications

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

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

Requests for clarifications etc if any shall be sought in the following format only:

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

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

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

## 2.8 Notification

The Bank shall notify Respondents in writing (as soon as practicable) if the Respondent's submission has been rejected. The Bank is not obliged to provide any reasons for any rejection. The final outcome of this Invitation for Empanelment shall be communicated to the empanelled agencies after opening and evaluation of technical proposals submitted by the shortlisted agencies. No separate communication will be issued by the Bank.

## 2.9 Language of Technical Proposal

The Technical Proposal prepared by the agency, as well as all the correspondence and documents relating to the proposal exchanged by the agency and the Bank and supporting documents and printed literature shall be in English language only.



## 2.10 Validity Period

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

## 2.11 Disqualification

Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the Bank.

## 2.12 Pre Bid Queries:

The agency should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communication regarding points requiring clarifications on doubts, if any, shall be given in writing to the RFP Coordinator by the intending Bidders before the timelines specified.

A Pre-Bid meeting shall be arranged as per the details mentioned in "Bid related details". The queries may be forwarded to [cohrmrecruitment@indianbank.co.in](mailto:cohrmrecruitment@indianbank.co.in) as per the information provided by the Bank.

## 2.13 Unsuccessful Firms who have not been selected

The EMD will be returned by the Bank within two weeks from closure of the selection process. No interest shall be paid on the EMD.

## 2.14 Forfeiture of EMD in the event of Withdrawal by the Selected Organization

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

EMD should be kept in the envelope containing the Technical Proposal as per the stipulated format. Any Technical Proposal envelope not accompanied by the requisite EMD shall be treated as non-responsive and is liable to be rejected.

## 2.15 Interpretation

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

### SECTION-III

#### ELIGIBILITY AND EVALUATION CRITERIA

#### 3.1 Agency's Eligibility Criteria for Junior, Middle and Senior Management Positions

S.No	Senior Management (Category-I)	Junior & Middle Management (Category-II)
1	The applicant should have registered office in India and must be incorporated or registered under governing Indian laws and enactments. Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years.	The applicant should have registered office in India and must be incorporated or registered under governing Indian laws and enactments. Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 3 years.
2	The bidder should not have been blacklisted or debarred by any Govt / PSU/ Statutory/ Regulatory Authority etc. He should furnish an undertaking to this effect on his letter head duly signed by authorized person of the bidder.	Same as Category I
3	The applicant should have completed minimum of 5 assignments specific to recruitment of manpower for Senior Management over last 5 years for large organizations in BFSI Sector/PSU Organizations /Govt. with pan-India presence and with minimum employee base of 10,000.	The applicant should have completed minimum of 10 assignments specific to recruitment of manpower for Junior & Middle Management positions, over last 3 years for large organizations in BFSI Sector/PSU Organizations /Govt. with pan-India presence and with minimum employee base of 5,000.

S.No	Senior Management (Category-I)	Junior & Middle Management (Category-II)
4	The bidder should have a minimum 5 years' experience (in India) in filling Senior Management positions in BFSI Sector / Large Organisations.	The bidder should have a minimum 3 years' experience (in India) in filling Junior & Middle Management positions in BFSI Sector / Large Organisations.
5	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. (or) The Bidder is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.	Same as Category I
6	The Bidder's Organization should not be owned or controlled by any Director or Employee (or Relatives) of Indian Bank, both present and those who have retired in the last one year.	Same as Category I
7	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Same as Category I

S.No	Senior Management (Category-I)	Junior & Middle Management (Category-II)
8	The Bidder to provide an undertaking on their letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder	Same as Category I
9	<p>The Bidder must have registered a turnover of 100 Crores or above in each year during the last three completed financial years – 2020-21, 2021-22 and 2022-23* (Not inclusive of the turnover of associate companies).</p> <p>* If 2022-23 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2019-20 along with an undertaking letter from the bidder that the 2022-23 Statements are not audited.</p>	<p>The Bidder must have registered a turnover of 50 Crores or above in each year during the last three completed financial years – 2020-21, 2021-22 and 2022-23* (Not inclusive of the turnover of associate companies).</p> <p>* If 2022-23 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2019-20 along with an undertaking letter from the bidder that the 2022-23 Statements are not audited.</p>

*The agency is required to provide documentary evidence fulfilling the eligibility criteria on company's letterhead with supporting documents and self declaration duly signed by the authorized representative.*

Interested agencies, who are providing solution as briefly explained above and meeting the Eligibility Criteria may respond to this document. Agencies are required to provide supporting documents like work orders, details of its offices/ representatives at various locations, duly authenticated, Audited balance sheets for the last 3 years clearly indicating the revenue from line of business of providing recruitment solutions etc. The documents are required to be signed by the authorized signatory of the agency with their seal.

The agency 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 agency's proposal. The agency should enclose proof in support of all eligibility criteria while submitting the Technical Proposal, failing which the Technical Proposal will not be considered for further evaluation. There is no restriction on the number

of credentials an agency can provide, however all credentials should be appropriately bound, labelled and segregated in the respective areas.

### **3.2 Preliminary Scrutiny**

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

## SECTION-IV

### SCOPE OF WORK

#### 4.1 Project Objectives

The Bank wishes to empanel Human Resource Recruitment Consultants for hiring manpower in Junior, Middle and Senior Management positions of the Bank and provide assistance as required by the Bank on the points mentioned below covering this Section. The Bank requests proposals from renowned and experienced specialized consultants for undertaking the above assignment.

The Bank, at its sole and absolute discretion, may choose to avail all services or part thereof. Such decision may be advised even during the course of the assignment. The areas covered under this tie-up arrangement are given in the project scope outlined in para 4.2 below.

#### 4.2 Project Scope

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

- I. Preparation of job specification in coordination with Bank for various positions, which Bank intends to hire.
- II. Undertake compensation survey and finalize the compensation structure in consultation with Bank for these positions.
- III. Preparation of advertisement for filling positions identified by the Bank on contract basis in various positions, which the Bank intends to hire.
- IV. To assist the Bank to advertise these positions in leading print and digital media according to Bank's requirements.
- V. Respond to relevant queries from applicants over phone / email before closing date.
- VI. Identification of suitable candidates based on their experience, skill sets, academic qualification for the positions specified by the Bank, coordinating with them for their participation.
- VII. Providing the complete list of applicants clearly indicating their eligibility or otherwise for publishing on Bank's website keeping a window for objections, if any. Based on the objections received within stipulated period, the agency shall take appropriate corrective action, if necessary, and will prepare final list of eligible candidates. This process of online objection and appropriate corrective action, if necessary, shall be done by the agency, report of which shall be submitted to Bank.
- VIII. Process soft copies of applications and providing hard copies of these online applications to Bank.
- IX. Short-listing of applications received for further screening (decide various screening

process required for the job role) in consultation with Bank.

- X. Issuance of call letters and ensuring complete co-ordination with shortlisted candidates.
- XI. Arranging for various screening process including Psychometric Test (if required), Group discussion, Preliminary Interview / Interaction, composition of Selection Committee etc., in consultation with Bank.
- XII. Facilitation of interview process by the Selection Committee constituted by Bank.
- XIII. Tabulation of Scores and preparation of merit ranking and submission of same to the Bank.
- XIV. Perform background check, Caste verification, credit check, and credit history on candidates for the position. The agency should ensure that the candidates identified should not have any police record/criminal record against them. The antecedent and caste report should be in prescribed format duly signed by Competent Authority.
- XV. Handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of Government of India and/or decision of Hon'ble High Court/ Supreme Court.
- XVI. Arrange for medical test of all selected candidates, providing the medical fitness certificate to the Bank.
- XVII. Expeditious processing of all the aforementioned activities to assist bank in selecting the right candidate within stringent timelines.

#### 4.3 Deliverables

The advertisement for declaring vacancies in the Bank will be prepared by the selected agency in consultation with the Bank after adhering to various reservation norms, as applicable, in compliance of Govt. guidelines.

The job role/description of the identified vacancies will be prepared by the selected agency and shall be validated by the Bank. The selected agency will also prepare Compensation structure as per market standards after complete analysis of peer position for reference of the Bank.

The results drawn by the selected bidder/s will conform to the reservation guidelines as directed by the Govt. of India/any other guidelines in force of RBI/GOI/IBA in prescribed format.

#### 4.4 Background verification

The background verification covering criminal records, caste verification, disability certificate verification, educational/professional qualification verification, credit score check etc.

## 4.5 Responsibilities

The responsibilities of the empanelled agency/s will be as under:-

Discuss with the Bank's representative/s to find out the requirements to be fulfilled for hiring manpower in various Junior, Middle and Senior Management positions as per requirements of the Bank and as and when need arises/ intimated by the Bank from time to time. Document the requirements and obtain Bank's confirmation on the same.

## SECTION-V

### TECHNICAL PROPOSAL EVALUATION AND COMMERCIAL QUOTE

#### 5.1 Evaluation process

The competitive proposals will be evaluated by the Bank based on their competitiveness and suitability to Bank's requirements

#### 5.2 Eligibility and Technical Proposal

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

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

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



### 5.3 Commercial Bid

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

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

Further Bank may ask commercial quotes from Government e Marketplace (GeM) portal. Hence all bidders are requested to be registered in GeM portal well in advance.

### 5.4 General Terms

Bank reserves the right to accept or reject any application/proposal without assigning any reason thereof. In case of doubt, decisions of the General Manager (HRD/ HR Strategy) shall be final.

Time frame for each process will be specified at the time of providing the work order for each process which may vary from 1 to 3 months (approximately).

### 5.5 Empanelment

Bank will decide on the number of firms to be empanelled and accordingly shortlist the top applicant/s (based on their scoring) who have been technically qualified for empanelment based on the requirement of the Bank.

### 5.6 Subcontracting

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

### 5.7 Stages of technical evaluation

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

- Fulfilling of the eligibility criteria as indicated under Para 3.1 above.
- Short-listing of the agencies based on the merit score, taking into consideration broadly on their prior experience, credentials, quality of resources and requirement of the Bank. Please refer to Annexure-I for the Score Chart.
- Arriving at the final score on technical proposal of the short-listed agencies after evaluation by the Bank, which will broadly be based on the following:

- i. Experience of the agency in hiring of manpower in BFSI segment or operations support center/ shared services center of any BFSI company.
- ii. Proposed Methodology and processes.
- iii. Dedicated Team support provided to the Bank with qualifying experience and other credentials for executing the assignment.
- iv. Agencies scoring less than 60 marks (cut-off score) out of 100 marks in the technical evaluation, shall not be considered for the selection process and will not be considered as qualified.

## 5.8 Commercial evaluation

Proposals submitted by the agencies may be reviewed and evaluated by any person at the discretion of Bank's internal evaluation team, including non-allied and independent consultants retained by Bank now or in the future for the sole purpose of obtaining evaluations to proposals. Agencies may be asked to further explain or clarify areas of their proposal in writing during the evaluation process. Agencies are expected to submit their best bid in response to the RFP. Bank's internal evaluation committee/team will notify the successful Bidders, following completion of the evaluation process. The only information regarding status of the evaluation of proposals that the team will give to any inquiring Bidder shall be whether or not that Bidder has been empanelled.

## SECTION-VI

### DURATION OF EMPANELMENT

The shortlisted agencies will be empanelled for a period of 3 years during which Bank may, at its discretion, issue a work order with the Empanelled agency/s for hiring manpower in Junior, Middle and Senior Management positions in the Bank.

## SECTION-VII

### ERASURES AND ALTERATIONS

Technical details must be completely filled up. All the corrections or alterations, if any, should be authenticated. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable to the Bank. Offers not adhering to these guidelines may not be accepted by the Bank.

## SECTION-VIII

### ADHERENCE TO GENERAL TERMS AND CONDITIONS

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

#### 8.1 Execution of Non Disclosure Agreement / Service Level Agreement

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

#### 8.2 Indian Bank reserves the right to

1. Reject any and all responses received in response to the invitation document.
2. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
3. Extend the time for submission of all or any proposals
4. Select the most suitable agency (in case no agency satisfies the eligibility criteria in totality)
5. Select the next most suitable agency if negotiations with the selected agency fail to result in arriving at an agreement within a specified time frame.
6. Use the information/ clarifications provided in response to the invitation document by agency in any form, for evaluation purpose.
7. Cancel the invitation document at any stage, without assigning any reason whatsoever.
8. Change the time schedule of invitation document for inviting the technical proposals or evaluation thereof
9. Modify the quantity or any specifications related to eligibility or technical requirements.

10.To change/relax the criteria for evaluation and to change any terms and conditions of the RFP and its subsequent addendums, if any, as it deems necessary as its sole discretion.

### 8.3 Resources

The Empanelled agency is expected to deploy appropriate quality and number of resources for providing recruitment solutions in the Bank. The strength and quality of team will be specifically evaluated during the technical evaluation.

For the purpose, the empanelled agency shall provide detailed deployment plan of its personnel with requisite qualification and experience along with the reserves as per the requirement of the Bank.

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

### 8.4 Professionalism

The agency shall provide professional, objective and impartial advice at all times and hold the Bank's interest's paramount and should observe the highest standard of ethics while executing the assignment.

### 8.5 Adherence to standards and compliance of laws

1. Compliance with all applicable laws: The agency shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards the Bank and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the bank and its employees/officers/staff/personnel/representatives/agents.
2. Compliance in obtaining approvals/permissions/licenses: The agency shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this invitation or for the conduct of their own business under any applicable law, Government Regulations/Guidelines and shall keep the same valid and in force during the term of empanelment, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold

harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to confirm or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the agency.

3. The agency will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of contract if discrepancies/ violations are observed.
4. Bank reserves the right to ascertain information about the agencies from the Banks and other institutions to which the agencies have rendered their services for execution of similar projects. Such feedbacks from high-ranking officials as mentioned above would also form part of basis for empanelment and any strong adverse comment/action about the service would make the agency ineligible for further assessment/processing. Further, the decision of the Bank will be final and binding on the agencies.

## 8.6 Expenses

It may be noted that the Bank shall not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees quoted by the successful agency during the engagement with the empanelled agencies during the period of contract.

## 8.7 Penalty & Liquidated Damages

The empanelled agency shall be liable to pay penalty of 5% of Work Order value, per week or part thereof for delay and non adherence to the time schedules of the Work Order.

If the empanelled agency fails to complete the due performance in accordance to the terms and conditions of the work order, the Bank reserves the right either to cancel the work order or to accept performance already made by the empanelled agency. No fee shall be payable for partial accomplishment of job specifications specified in the work order and in this document.

Both penalty and liquidated damages are independent of each other and are applicable separately and concurrently.

If the successful agency fails to perform its obligation as per this document/ work order, then bank reserves the right to get the balance work executed by another empanelled agency as per choice of bank and agency (who failed to perform their obligation) shall be liable to bear the expenditure which bank may incur for the execution of balance work and its completion.

In case the project could not be performed due to reasons attributable to the Bank or due to force majeure, the Penalty and liquidated damages will not be applicable. However, it is the responsibility of the empanelled agency to prove that the delay is attributable to the Bank or Force Majeure. The empanelled agency shall submit the proof authenticated by the Banks official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

### 8.8 Indemnity

The agency shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through its action/omission or through the action/omission on the part of its employees, agents, contractors, subcontractors etc.

The agency shall, at its own expense, defend and indemnify the Bank against all third party claims and shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement/ act/ omission, the agency shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally award, in the event of the matter being adjudicated by a court or that be included in a agency approved settlement. The Bank will issue notice to the agency of any such claim and provide reasonable assistance to the agency in disposal of such claim. The agency shall also reimburse all incidental costs, which the Bank incurs in this regard.

The indemnification is only a remedy for the Bank. The agency is not absolved from its responsibility of complying with any of the statutory obligations. Indemnity would be limited to damages awarded by law and shall include indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities and/or by any third party.

In the event of the agency not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the agency under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this document.

## 8.9 Dispute Resolution

The Bank and the agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the work order/ empanelment agreement. If after 30 days from the commencement of such informal negotiations, Indian Bank and the agency are unable to resolve amicably a dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the empanelment agreement/ work order, shall be referred to sole Arbitrator appointed by Bank and the award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at Chennai. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by the respective party itself.

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

## 8.10 Force Majeure

Notwithstanding the above provisions, the successful agency shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the work order/ empanelment agreement is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the work order/ empanelment agreement and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the work order/ empanelment agreement. If a Force Majeure situation arises, the agency shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the agency shall continue to perform its obligations under the work order/ empanelment agreement as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.



## 8.11 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

The Bank, without prejudice to any other remedy for breach of empanelment agreement / work order, by written notice of 30 days of default sent to the agency, may terminate this work order in whole or in part, if the agency fails to perform any obligation(s) under the work order / empanelment agreement.

In the event of the Bank terminating the empanelment agreement / work order in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the agency shall be liable to the Bank for any excess costs for such similar services.

In the event of termination of empanelment agreement / work order due to any cause whatsoever, (whether consequent to the stipulated term of the empanelment agreement / work order or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the empanelled agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor agency to take over the obligations of the erstwhile agency in relation to the execution/continued execution of the scope of the empanelment agreement / work order.

In the event that the termination of empanelment agreement/ work order is due to the expiry of the term of the empanelment agreement / work order, and if a decision is taken not to grant any (further) extension by Bank, the empanelled agency herein shall be obliged to provide all such assistance to the next successor agency or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination thereof.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the empanelment agreement / work order that are expressly or by implication intended to come into or continue in force on or after such termination.



Bank may terminate the work order / empanelment agreement in full or in parts by giving a written notice of 30 days to the empanelled agency against acknowledgement.

The empanelled agency shall make full endeavour for a smooth transition / provide all support to the new agency and other party so as to ensure continued customer service and minimum disruption.

### 8.12 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the agencies shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this invitation or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the agencies. Premature termination of the work order/ empanelment agreement, and / or legal action against the agencies for breach of trust.

Selected agency shall have to sign a legal non-disclosure agreement (NDA) with the Bank before starting the project. The Bank shall provide format for the said agreement and no modifications on the said agreement shall be entertained. In case of variation between the terms and conditions of the NDA with this clause the terms and conditions of the NDA will prevail.

The agency (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this document, of the proposal and/or work order, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the agency in the performance of the proposal and/or work order. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the agency shall maintain strict confidentiality.

The agency, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its authorized personnel, except for purposes of performing the work order award. In case of breach, the Bank shall take such legal action as it may be advised. The agency has to maintain confidentiality even after completion/termination of the work order.

- a. The agency's aggregate liability in connection with obligations undertaken as a part of this project whether arising under this project regardless of the form or nature of the

action giving rise to such liability (whether in work order, tort or otherwise), shall be at actual.

- b. Agency's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of the agency, its employees and sub-contractors (if applicable) or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- c. The bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the agency as part of this agreement.

In no event shall Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement, howsoever such liability may arise.

### 8.13 Governing Law and Disputes

The proposal and subsequent work order with the empanelled agency shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Chennai.

The Bank shall not be responsible in any manner with respect to the disputes, if any, between the agency and any recruitee/ candidate relating to the services rendered/offered by the agency to the recruitee/candidate.

### 8.14 Limitation on Promotion

The agency shall agree to make no reference of 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 express prior written consent of the Bank.

The empanelled agency shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the work order.

The empanelled agency shall submit at the time of signing the work order, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/work orders with the Bank. The agency shall furnish proof of signature identification for above purposes as required by the Bank.

### 8.15 Cancellation of Work Order and Compensation

The Bank reserves the right to cancel the work order of the selected agency and recover expenditure incurred by the Bank on the following circumstances:

1. The agency goes into liquidation voluntarily or otherwise.
2. An attachment is levied or continues to be levied for a period of 7 days upon effects of the work order.
3. If the deductions on account of liquidated damages penalty exceeds more than 5% of the total work order price.
4. If the agency declines to provide quotes for the fee for three consecutive requests from the Bank.
5. If the agency fails to execute SLA / sign the contract within 10 days of intimation of selection for empanelment.
6. If the Bank has reasons to believe that fair practices are not strictly adopted by the Agency in the accomplishment of tasks assigned to them.
7. Breach of confidentiality.

Further the Bank reserves the right to cancel the work order of the empanelled agency and recover expenditure incurred by the Bank in the event of occurrence of any of the defaults and the same is not rectified within 30 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case :

1. The empanelled agency commits a breach of any of the terms and conditions of the work order.
2. The progress regarding execution of the work order, made by the empanelled agency is found to be unsatisfactory.
3. The Bank reserves its right to cancel the order if discrepancies/ violations are observed in various reports provided to the Bank as per scope of work.

After the award of the work order, if the empanelled agency does not perform satisfactorily or delays execution of the work order, the Bank reserves the right to get the balance work order executed by another party of its choice by giving notice of 30 days for the same. In such event, the empanelled agency is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the work order. This clause is applicable, if for any reason, the work order is cancelled.

**Part exit clause:** Bank may any time terminate or exit from the agreement for all/some specific services by giving written notice of 30 days to the empanelled agency. Bank may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage an agency identified by the government/regulatory/other statutory body to provide all/select services depending upon the nature of technical independence of the services/module and thus fully/partly exit from the arrangement. In such cases, the amount due for the service/module for subsequent period would not be payable.

### **8.16 Non Payment of Professional Fees and Bank's right of set off**

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

Set off-Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark set-off or adjust any amounts due to the Bank under any of the clauses of this agreement for delay, failure or non performance of any condition, undertaking, and commitment or for breach of any terms of this agreement.

This clause shall override all other clauses of this document and shall also survive the termination

### **8.17 Assignment**

Neither the work order nor any rights granted under the work order shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the agency, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., the service level agreement executed with the agency after award of purchase order shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank under the executed service level agreement.

## 8.18 Information and Secrecy

The agency must provide a written undertaking to the bank to be submitted duly signed on company letter head to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The agency will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the agency if it fails to comply with the conditions imposed.

## 8.19 No Commitment to accept Lowest or any Offer / Fee Quote

Bank shall be under no obligation to accept the lowest or any other offer received in response to this Invitation document and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to reissue Invitation Document. Bank reserves the right to make any changes in the terms and conditions of this document that will be informed to all the agencies. Bank will not be obliged to meet and have discussions with any agency, and / or to listen to any representations once their proposal is rejected. Any decision of the Bank in this regard shall be final, conclusive and binding upon the agency.

## 8.20 Other General Conditions

1. Bank reserves the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence whatsoever will be entertained in the matter.
2. Any technical proposal, submitted cannot be withdrawn / modified after the last date for submission of the proposals.
3. Each offer should specify solution which is cost- effective and meet the invitation document specifications. It may include alternatives/add-ons that provides rich solution adding value to the Bank and its staff.
4. To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all agencies for clarification on their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the proposal shall be sought, offered or permitted.

## 8.21 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver

of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## 8.22 Publicity

Any publicity by the selected Bidder in which the name of the Bank is to be used should be done only with the explicit prior written permission of the Bank.

The selected Bidder during the term of the contract shall not without the prior express written consent of the Bank, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) 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.

## 8.23 Audit/ Inspection for Reports

The Bank reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency/personnel identified by the Bank to access the Bank's documents, records or transaction or any other information given to, stored or processed by the Bidder related to the services provided to the Bank within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the RBI/Bank.

The Bidder should allow them to conduct audits or inspection of its books and account with regard to the Bank by one or more officials or employees or other persons duly authorized by Bank.

The Bank would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed management Knowledge Partner at specified intervals with prior information to the successful Bidder. The Bidder is required to provide unconditional and complete support to carry out the audit and arrange for rectification/updation of the findings at no cost to the Bank.

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified

especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Bank.

## 8.24 Pre-Contract Integrity Pact

This is an RFP for empanelment of HR Recruitment Consultants hence no Integrity Pact will be signed. However, project specific Integrity Pact wherever applicable to be executed at the time of engaging the agency for the respective project.

Pre-Contract Integrity Pact is an agreement between the prospective bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

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

### Adoption of Pre-Contract Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-V. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect the contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.



- Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1.Shri. Girraj Prasad Gupta, ICAS (Retd.)  
Email: gpgupta1804@gmail.com

2.Shri. Arun Kumar Sharma  
Email: sharmaak6@gmail.com

- Any Change in law / policy / circular relating to Pre-Contract Integrity Pact which vitiate the agreement shall accordingly be applicable with immediate effect on written intimation from the Bank.
- Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the Bank.

## 8.25 Authorized Signatory:

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

## 8.26 Coverage of Successful Bidder under the EPF & MP Act 1952 Employees' Provident Funds and Miscellaneous Provisions Act, 1952

Coverage of Successful Bidder under the EPF & MP Act 1952 Employees' Provident Funds and Miscellaneous Provisions Act, 1952 The Successful bidder (Project specific) has to submit necessary details of all the outsourced employees for any type of services engaged either through contractors or directly whenever required by the Bank. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted on the Bank's request



## 8.27 Minimum Wages Act

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder (project specific) shall submit a confirmation/ undertaking on their company letterhead signed by authorized signatory.

### SECTION - IX

## INSTRUCTIONS TO BIDDERS FOR E-TENDERING

### 9.1 GENERAL

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

### 9.2 INSTRUCTIONS

#### 9.2.1 RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.com/INDBANK> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of power & internet connectivity (due to any reason whatsoever it may be) at bidder end either the service provider or Bank is not responsible.

5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. 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.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in RFP however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

### 9.3 REGISTRATION

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

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal

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

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

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

#### Support Desk Contact Details

M/s. Antares Systems Limited

#137/3, Honganasu, Kengeri,

Bangalore Mysore Road, Opposite KMS Coach Builders, Bangalore- 560060.

Support Contact No. 080-40482100, 9731967722, 8951944383

Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)

#### 9.4 SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

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

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

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

## 9.5 BID RELATED INFORMATION

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

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

## 9.6 OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the documents asked in RFP in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

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

The bidder is requested to submit the required original documents in a Sealed Envelope on or before **last date of bid submission** to the address mentioned under the RFP. The envelope shall be super scribed as **"Request for Proposal for Empanelment of HR Recruitment Consultants" for hiring manpower in Junior, Middle and Senior Management Positions in Indian Bank."**

## 9.7 OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit banks Website.

### EVALUATION OF TECHNICAL PROPOSAL

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

S No	Particulars (Work experience in India only will be considered)	Weightage
1.	Sectorial experience of providing end-to-end recruitment services in BFSI sector or shared services center/ operations support center BFSI company	20%
2.	Dedicated Team support to be provided to the Bank with relevant educational background, qualifying experience and credentials.	20%
3.	Experience of the agency in the line of business of providing end- to end recruitment services in India	10%
4.	Experience of the applicant in the line of business of providing end to end recruitment services in Junior, Middle and Senior Management positions in India in the Banking Sector.	20%
5.	Methodology for undertaking the assignment for which Invitation Document is issued/customized to Bank's requirements in India-Based on the Presentation made by the Agency.	30%
	<b>TOTAL</b>	<b>100</b>

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

**Covering Letter (Letter to Bank on Agency's Letter Head)**

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

Dear Sir,

**Sub : Empanelment of HR Recruitment Consultants for hiring manpower in Junior, Middle and Senior management positions in Indian Bank.**

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

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

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

RFP for Empanelment of HR Recruitment Consultants for hiring manpower in  
Junior, Middle and Senior Management Positions in Indian Bank

details		
Financial Year	Annual Turn over	Net Profit
Year 2019-20* (In case audited balance sheet of 2022-23 not available)		
Year 2020-21		
Year 2021-22		
Year 2022-23		
No. of employees working in:		
Major change in management in the last three years.		
Certifications 1. With any government /its agencies 2. With any other agency		
Name the Awards/Accolades/ Recognition won for the application developed and deployed.		
Names of the Banks/ Shared services centres of Banks/Operations Support Centres of Banks for which similar work had been undertaken		

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

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

Yours faithfully,

(Name & Designation, seal of the firm)

**Letter of Undertaking / Compliance Certificate**

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

Dear Sir,

**Sub: Empanelment of HR Recruitment Consultants for hiring manpower in Junior, Middle and Senior management positions in Indian Bank.**

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

SIGNATURE

(Name & Designation)

(Seal of the firm)



**Letter of Authorization for submission of Response**

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

Dear Sir,

Sub : Authorization Letter for submitting RFP proposal documents.  
Ref : Your RFP CO:HRM:RFP:001:2023-24 dated \_\_/\_\_/\_\_\_\_

This has reference to your above RFP for empanelment of HR recruitment consultants for hiring manpower in Junior, Middle and Senior Management positions on regular/contract basis in Indian Bank and the Banks wholly owned subsidiaries

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

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

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

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

**Note:**

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

### Non-Disclosure Agreement

This NON-DISCLOSURE 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. \_\_\_\_\_ an Institute/Organization/company incorporated under the provisions of the Companies Act, \_\_\_\_\_ in force in India, having its registered office at \_\_\_\_\_ (hereinafter referred to as "-----" or "Consultant" 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

Indian Bank, a body corporate constituted under Section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Corporate office at No 254-260 , Avvai Shanmugam Salai, Royapettah, Chennai 600014 (hereinafter referred to as "Indian 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 OTHER PART:

----- 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.

W H E R E A S:-

i. Consultant inter-alia is engaged in the business of providing leadership development, solutions & services to various business entities in India & abroad. ii. Indian 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 "....." ("the Purpose") as more particularly described in Principal Agreement dated \_\_\_\_\_, entered into by the Parties.

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, Consultant, 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 program 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:

- 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 disclosing 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 its 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 favour 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.

#### 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. 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 Chennai.

### 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 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 \_\_\_\_\_, 2023.

Signed and delivered by  
M/s \_\_\_\_\_

Signed by:  
Name .....  
Title .....

In the presence of

.....

Signed and delivered by  
Indian Bank

Signed by:  
Name .....  
Title .....

In the presence of

.....



## SERVICE LEVEL AGREEMENT FOR ENGAGEMENT

This SERVICE LEVEL 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. \_\_\_\_\_ an Institute/Organization/company incorporated under the provisions of the Companies Act, \_\_\_\_\_ in force in India, having its registered office at \_\_\_\_\_ (hereinafter referred to as "-----" or "Consultant" 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

Indian Bank, a body corporate constituted under Section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Corporate office at No 254-260 , Avvai Shanmugam Salai, Royapettah, Chennai 600014 (hereinafter referred to as "Indian 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 OTHER PART:

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

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement, the receipt and sufficiency of which is hereby acknowledged, the parties, with the intent to be legally bound, hereby covenant and agree as follows:

### 1. Definition & Interpretation and Terms & Conditions:

In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the RFP No..... dated .....

## 2. Term

This agreement will come into force on the date of execution and shall be valid for a period of 36 months unless terminated earlier in accordance with the termination clauses specified in the RFP.

## 3. Scope of Services

The consultant is required to assist the Bank in recruitment of desired talents (regular/ contract basis) for Junior, Middle and Senior Management Level positions in the Bank; extending support in designing the rewards/ recognition scheme; performance evaluation process etc.

### 3.1 The process includes, but is not limited to the undernoted functions:

- a) Designing suitable job specification with thorough understanding of the job descriptions in coordination with the Bank for various positions as per requirement.
- b) Analysing the market for compensation paid to peers in other organisations and finalise compensation structure in consultation with the Bank for the position assistance in hiring is awarded.
- c) Designing suitable recruitment advertisement targeted at the desired applicants and assist the Bank in advertising the vacancies, through popular channels.
- d) Respond to the relevant queries from applicants, over phone/email, before the closing date.
- e) Coordination with the suitable candidates based on their qualifications and experience, for participation in the recruitment process
- f) Compilation of the list of applicants clearly mentioning about their eligibility or otherwise and taking appropriate corrective actions, if necessary, within the stipulated period and prepare a list of eligible candidates.
- g) Processing of the applications received and providing all the applications (soft and hard copies) to the Bank.
- h) Shortlisting of applications for further screening in consultation with the Bank.
- i) Carry out the process of issuance of call letters and ensuring complete coordination with the shortlisted candidates.
- j) Devising and conducting various screening process including Psychometric/ Integrity Test (if required) and suggesting the panel for composition of Selection Committee by the Bank.
- k) Facilitate conduct of interview by the Selection Committee.
- l) Perform 360-degree reference check and education qualification verification for the finalist candidate/s.

- m) Assisting the Bank in handling and preparing answers for any recruitment related queries received under RTI act as per the rules and regulations of Government guidelines and decision/ of India and/or decision/ruling of various judicial bodies.
- n) Coordinate with all the selected candidates for medical test by Bank's Medical Officer.
- o) Assisting the Bank, as per requirement, in designing rewards/ recognition scheme, PLI, performance evaluation process etc.

Assist the Bank in conducting internal selection/ promotion process as per requirement, including suggesting of various evaluation methods and competency testing.

### 3.2 Project Deliverables:

- a) The major areas of delivery for the HR consultant would be as under:
- b) Job description and job specification of the identified vacancies will be prepared by the HR Consultant.
- c) Recruitment advertisements for the identified vacancies will be prepared by the HR Consultant adhering to the reservation related guidelines of Government.
- d) The HR consultant will survey the market for compensation to the peers in other organisations and suggest compensations structure for the position/s in the Bank.
- e) The HR consultant may be called upon to conduct the Psychometric/ Integrity Test/s or any other test/s to judge the competency of the candidates.
- f) The HR Consultant will have to ensure that publication of results of the recruitment process should be in the prescribed format duly signed by the Competent Authority and conforming to the reservation related guidelines of Government of India/ any other guidelines of RBI/GOI/IBA.
- g) The HR consultant will carry out 360-degree reference check and education verification of the finalist candidate/s.
- h) The HR Consultant/s may be required to assist the Bank in the internal selection/ promotion process, including suggesting of various evaluation methods and competency testing.
- i) The HR consultant may be required to assist the Bank, as per requirement, in designing rewards/ recognition scheme, PLI, performance evaluation process etc.

### 4. Representations and Warranties

Each of the Parties represents and warrants in relation to itself to the other that:

- a) It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

- b) The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- c) It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.
- d) It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- e) The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

#### 4.2 Additional Representation and Warranties by Service Provider

- a) Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- b) Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- c) Service Provider has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programmes, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.
- d) Service Provider warrants that to the best of its knowledge, Services and Deliverables provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- e) Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- f) The team composition submitted in response to the RFP shall remain the same and shall not be altered later on in any manner. The Bank will not consider substitution of professional staff during the Agreement period unless both Parties to the Agreement agree that undue delay makes such substitution unavoidable or for

reasons such as death or medical incapacity or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank. Such substitution shall only be effected with prior written approval of the Bank.

- g) Service Provider shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Service Provider agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ scope of work and the standards.
- h) Service Provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider or sub-
- i) contracted (if allowed) by Service Provider in rendering the services for this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

5. Time-Lines / Team:

- a) The above scope and deliverables have to be designed and executed to Bank's satisfaction in a time bound manner to complete the work order within 2(Two) months of award of contract.
- b) Bank, at its sole discretion reserves the right to ask the consultant to give extend the period on the same terms and conditions.
- c) Mr./ Ms. \_\_\_\_\_ of the consultant shall be the contact point for all matters related to this agreement whose contact details are as mentioned under:

6. Scale of Fees: Will be covered in the relevant SLA for the work project.

7. Payment Terms: Will be covered in the relevant SLA for the work project.

## 8. Confidentiality

The Consultant shall treat as confidential all data and information about INDIAN BANK, obtained in the process of executing its responsibilities under this Agreement, in strict confidence and will not reveal such information to any party without prior written approval of INDIAN BANK as explained under the RFP and Non-Disclosure Agreement referred above. As regards the information so obtained by the consultant shall be guided and bound by the terms of confidentiality and non-disclosure under the RFP and said Non-Disclosure Agreement.

## 9. Intellectual Property Rights

- a) The Parties agree that all data or information supplied by the Bank to Service Provider and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- b) Any licensed material used by Service Provider for performing Services or developing Deliverables for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- c) Subject to clause d and e of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or
- d) in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Deliverables or any part thereof in India or abroad under this Agreement.
- e) The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the prior written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- f) Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i)

- Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.
- g) All Deliverables prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Deliverables shall vest with the Bank. Any Deliverables, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Deliverables is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Deliverables shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
  - h) In the event that Consultant integrates any work that was previously created by the Consultant into any Deliverables, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Deliverables.

#### 10. Legal Remedy and Jurisdiction:

- a) The contract shall be interpreted in accordance with the laws of India and subject to jurisdiction of courts of Chennai. The resolution of any disputes arising out or in respect of this Agreement shall be in accordance with the dispute resolution clauses specified in RFP.
- b) The Consultant agrees that, in the event of breach or threatened breach of any terms/ obligations/ conditions of this Agreement by Consultant (including its employees, representatives), INDIAN BANK shall be entitled to a temporary and/ or permanent injunctive relief which shall be in addition to and not in lieu of any other legal or equitable relief including monetary damages.

#### 11. Relationship Between the Parties

- a. It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect



- of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- b. Neither Service Provider nor its employees, agents, representatives, Sub Contractors shall hold out or represent as agents of the Bank.
  - c. None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
  - d. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
  - e. All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
  - f. For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## 12. Compliance With Laws

- a) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.
- b) Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- c) Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-Contractors (if allowed) and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards.
- d) Service Provider shall cooperate fully with any legitimately provided/ constituted body conducting inquiry into processing and execution of this Agreement/ any other matter related with discharge of contractual obligations by Service Provider.



- e) Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of Service Provider have full authority and power to execute this Agreement and bind Service Provider.

### 13. General Indemnity

- a) Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.
- b) Service Provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 18, it shall indemnify the Bank against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Service Provider or arises out of its failure to conform to good industry practice. Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

### 14. Conflict of Interest

- a) Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- b) Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

15. Limitation on Liability

- a) The maximum aggregate liability of Service Provider, subject to clause (c), in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- b) Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- c) The limitations set forth in Clause (a) shall not apply with respect to:
  - i. claims that are the subject of indemnification pursuant to Clause 8 i.e. infringement of third party Intellectual Property Rights;
  - ii. damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider;
  - iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations mentioned under this Agreement;
  - iv. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.
  - v. For the purpose of clause (c) (ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.  
"Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences

to the other party, but shall not include any error of judgment or mistake made in good faith.

16. Power to Vary or Omit Work

i) No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service Provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision hereinafter contained, from time to time during the execution of the Agreement, by giving notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the Agreement documents. If Bank confirms their instructions the Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

ii) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service Provider proceeding with the change.

17. Termination of Contract

The Bank alone shall have the right to terminate the contract with the Service Provider at any time during the contract period, by giving a written notice of at least 30 days, including but not limited to the following reasons:

- a) Laxity in following security standards laid down by the Bank
- b) Excessive delay (over 2 weeks) in execution of orders placed by the Bank

- c) Discrepancies / deviations in the agreed processes
- d) Violation of terms & conditions stipulated in this RFP/ Contract

The Service Provider shall not have right to terminate the contract or to demand any damages on account of termination of the Contract by the Bank.

#### 18. Delays in the Service Provider's performance in successful implementation of the project

Delivery of the solution and performance of the services shall be made by the Service Provider in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/Contract. Any delay in performing the obligation /defect in performance by the Service Provider may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

#### 19. Liquidated Damages

If Service Provider fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% of the total project cost for delay of each week or part thereof maximum up to 12% of contract price. Once the maximum is reached, INDIAN BANK may consider termination of Contract pursuant to the conditions of contract.

#### 20. Termination for Default

INDIAN BANK may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or part: if the Consultant fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Consultant fails to perform any other obligation(s) under the Contract.

In the event INDIAN BANK terminates the Contract in whole or in part, INDIAN BANK may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those not delivered by the consultant and the Consultant shall be liable to Bank for any excess costs for such similar systems or services.

## 21. Force Majeure

Any failure or delay by consultant or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party i.e. a Force Majeure event is not a default or a ground for termination.

If Force Majeure event arises the Consultant shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by INDIAN BANK in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 22. Termination for Insolvency

INDIAN BANK may at any time terminate the Contract immediately, if the consultant becomes bankrupt or otherwise insolvent. The event of termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to INDIAN BANK. Notwithstanding the above, the INDIAN BANK shall have the right to terminate the contract any time without assigning any reasons.

## 23. Termination for Convenience:

- i. The Bank, by written notice of not less than 30 (Thirty) days, may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

## 24. Notice

- a) Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall

be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

- b) A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- c) Address for communication to the Parties are as under:
  - i. Communications to the Bank

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

- ii. Communications to Service Provider:

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- d. In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

## 25. Severability

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## 26. Miscellaneous

- a. Any provision of this Agreement may be amended or waived, if and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

- b. Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- c. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- d. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- e. The Consultant shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- f. The Consultant agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- g. During the term of this Agreement and for one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other party, or aid any third person to do so. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Consultant.
- h. Consultant agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement too be duly signed and executed by their authorized representatives as below:

Signed and delivered by  
M/s \_\_\_\_\_  
Signed by:  
Name .....  
Title .....

In the presence of

.....

Signed and delivered by  
Signed by:  
Name .....  
Title .....

In the presence of

.....

**Declaration for MSE Benefits**

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

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

Dear Sir,

Sub: Empanelment of HR Recruitment Consultants for hiring manpower in Junior, Middle and Senior management positions in Indian Bank.

Ref: Your RFP No. CO/HRM/RFP/001/2023-24 dated 22/12/2023

This has reference to our bid submitted in response to your Request for Proposal dated \_\_\_\_\_RFP for Empanelment of HR Recruitment Consultants for hiring manpower in Junior, Middle and Senior management positions in Indian Bank. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption from submission of Bid Security

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

Yours Sincerely

For M/s \_\_\_\_\_

Signature

Name:

Designation: Director/Company

Secretary Place:

Date:

Seal & Stamp



ANNEXURE-VIII

**Pre-Contract Integrity Pact (Project Specific/NA for this RFP)**

*(To be submitted on Non - Judicial Stamp Paper)*

**PRE-CONTRACT INTEGRITY PACT Between**

*Indian Bank hereinafter referred to as "The Bank" and  
..... hereinafter referred to as "Agency"*

**Preamble**

The Bank intends to award, under laid down organizational procedures contract/s to agency for providing for HR Recruitment Consultant. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with the Agency(s).

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

**Section 1 – Commitments of the Bank**

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Bank will, during the tender process treat all Agency with equity and reason. The Bank will in particular, before and during the tender process, provide to all agency(s) the same information and will not provide to any agency(s)

confidential/additional information through which the agency(s) could obtain an advantage in relation to the tender process or the contract execution.

- c) The Bank will exclude from the process all known prejudiced persons.
2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer(CVO) and in addition can initiate disciplinary actions.

## **Section 2 – Commitment of the Agency(s)**

1. The Agency(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Agency(s) will not enter with other Agency into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Agency(s) will not commit any offence under the relevant IPC/PC Act: further, the Agency(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Agency(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Agency(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Agency(s) Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only.
  - e. The Agency(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

1. If the Bank has disqualified the Agency(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor the liquidated damages equivalent to the amount of the contract value.

### Section 5 – Previous Transgression

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

### Section 6 – Equal treatment of all Agency(s)

The Agency(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.

1. The Bank will enter into agreement with identical conditions as this one with all Agency.
2. The Bank will disqualify from the tender process all Agency who do not sign this Pact or violate its provisions.

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### **Section 7 – Criminal charges against violating Agency(s)**

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

### **Section 8 – Independent External Monitor / Monitors**

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Agency(s) as confidential. He reports to the Authority designated by the Bank.
3. The Agency(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Agency(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Examination of Books of Accounts**

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

### **Section 11 – Other provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Pre-Contract Integrity Pact and its Annexure, the Clause in the Pre-Contract Integrity Pact will prevail.
6. Parties signing this Pact shall not approach the courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
7. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

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

(For & On behalf of the Bank)

(For & On behalf of Agency)

(Office Seal)

(Office Seal)

Place:

Place:

Date:

Date:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure-IX

**Declaration/ undertaking from bidder regarding applicability of restrictions on empanelment**

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

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

Dear Sir,

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

Please strike off whichever is not applicable

1.I/We inform that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.

2. I/We inform that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted.

3.I/We inform that an agency is not owned or controlled by any Director or Employee (or Relatives) of Indian Bank, both present and those who have retired in the last one year.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.



This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by .....2023

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name:

Address:

**BID SECURITY FORMAT (for Bank Guarantee)**

To,

Date

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

Dear Sir,

Sub: Empanelment of HR Recruitment Consultants for hiring manpower in Junior, Middle and Senior management positions in Indian Bank.

Ref: Your RFP No. CO/HRM/RFP/001/2023-24 dated 21/12/2023

Whereas ..... (*hereinafter called "the Bidder"*) is intended to submit its quotation for Empanelment of HR Recruitment Consultants for hiring manpower in Junior, Middle and Senior management positions in Indian Bank. (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (*name of country*), having our registered office at ..... (*address of bank*) (*hereinafter called "the Bank"*), are bound unto Indian Bank (*hereinafter called as the "the Purchaser"*) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

The conditions of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract/NDA/SLA Agreement; or

- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

**NOTE:**

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

**The technical proposal envelope should contain following Checklist**

S.No	Documents/papers submitted	Yes/No
1	Covering letter on the prescribed format as per Annexure II	
2	Profile of the Organisation	
3	Experience of the agency in recruitment for Junior, Middle and Senior Management positions with specific focus on shared services centers of banks/operations support centers of banks	
4	Methodology of the agency for hiring manpower in Junior, Middle and Senior Management positions in the shared services centers/operations support centers of banks	
5	Dedicated Team support of the agency with relevant educational background, experience and credentials for hiring Junior, Middle and Senior Management positions in Indian Bank	
6	References, if any, from previous Clients on the Clients Letterhead	
7	All Annexure as per invitation document should be on company's letter head with authorizing person's signature and company seal on all pages.	
8	All supporting documents fulfilling the eligibility criteria in support of Technical specifications	
9	All undertaking specified in the Annexures	

\* On top of the proposal envelope, kindly write the applied category clearly as follows

- ☐ Senior Management (Category I)
- ☐ Junior & Middle Management (Category II)
- ☐ Both (Category I & Category II)