



Central Bank of India

Human Resource Development Department

17th Floor, Central Office,

Chander Mukhi Building, Nariman Point

Mumbai-400021

Tender Ref: CO/HRD/R&P/DM/2022-23/277

Request for Proposal (RFP)

for

Specialised Recruitment Agencies for hiring contractual Human Resources proficient

in Technical & Digital skills

IMPORTANT DATES

[A] Important Dates & Information

SRN.	Activities	Date & Time
1	Tender Notification No.	CO/HRD/R&P/DM/2022-23/277
2	Cost of RFP: Non-Refundable	₹ 2,000/- (Rs. Two Thousand Only) including taxes
3	RFP Issuance Date	13/02/2023
4	Bid Security (EMD)	An amount of Rs.4,00,000/- (Rs. Four Lakh Only) in the form of Bank Guarantee issued by a scheduled bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- Account No: 3288988578 IFSC Code: CBIN0281067 Account Name: CO HRD MPT IRP & RNP Joint AC in favor of "Central Bank Of India" and payable at Nariman Point Branch (Annexure 3A & 3B)
5	Last date for written request for Clarifications	20/02/2023
6	Pre Bid Meeting Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	24/02/2023
7	Date of placing replies to queries / clarifications / corrigendum in Bank's website	28/02/2023
8	Last Date of Submission of RFP Response (Closing Date)	08/03/2023, 03:00 pm
9	Opening of Technical Bids Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	08/03/2023
10	Presentation by shortlisted eligible Bidders with successful technical bids Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	Eligible short-listed Bidders will be invited for a presentation on the Technical Bid submission. The exact date and time for the presentation will be communicated to the eligible Bidders subsequently; the Bank's decision in this regard shall be final.
11	Opening of Commercial Bids Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	The Commercial Bids of only those who qualify in Technical Bid evaluation will be opened. The date for opening of the Commercial Bid would be communicated separately only to those Bidders who are eligible and technically qualified.

12	RFP Coordinator	Mr. Sunil Pandey, Assistant General Manager – HRD, Mr. Kartik Mittal, Assistant Manager – HRD
13	Telephone	09164142812, 07876795340
14	Email ID	cmrnp@centralbank.co.in
15	Address For Proposal Submission	Through e-tendering

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

List of Abbreviations & Definitions used in the RFP:

Bank refers to “Central Bank of India including its branches, administrative offices, processing centers, and all other offices
Service Provider, Bidder, Vendor, Applicant means respondent to RFP

CTC	Cost to Company
HRD	Human Resource Department
POC	Point of Contact
TCO	Total Cost of Ownership
CV	Curriculum Vitae
PAT	Profit After Tax
JD	Job Description
Application Period	Duration of time when Applications are invited from candidates through all sourcing channels
Early termination	Termination of an employee prior to the duration of the contract
Termination date	Last date of working for an employee with the employer (here, Central Bank of India)
Screened CVs	Profiles of shortlisted candidates after completion of all screening activities conducted by the bidder
RFP	Request for Proposal
SME	Subject Matter Expert

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Context

Central Bank of India is one of the leading Public Sector Banks in India. The Bank is a listed entity and the Govt. of India holds 93.08 percent in Bank's total share capital. The Bank is having its Central Office at Chandermukhi, Nariman Point, Mumbai – 400021. The Bank has a network of 4493 domestic branches, 90 Regional Offices (RO), 12 Zonal Offices (ZO) spread across India with 3300 ATMs, 10000+ BC points, serving over 80 million customers with 31000 + employees.

The Bank is undergoing a Digital Transformation. Ensuring recruitment of critical candidates in the desired quantities and in a time bound manner is critical for the success of the transformation program. With this goal, the Bank through this RFP is inviting bids from Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills on a fee based model per recruited candidate basis.

- a. Primary Agenda: Selection of a specialised recruitment agency in order to support in the Bank's recruitment activities for the Bank's existing requirement. This agency will be selected based on techno-commercial evaluation as stated in Section E of this document.
- b. Secondary Agenda: Empanelment of multiple specialised recruitment agencies for a period of 2 years in order to support the Bank's future requirements in Digital & IT Roles. Only Bidders that clear the technical evaluation round will be considered for empanelment. The Bank reserves the right to empanel any number of agencies.

A. Introduction

A.1 Introduction and Disclaimer

This Request for proposal (RFP) document has been prepared for the purpose of enabling Central Bank of India ("hereinafter referred to as "the Bank") to engage with Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank, after completion of the selection process as detailed in this document.

The bank is inviting interested parties to participate in an open request for proposal (RFP) Application process. As described in the EOI dated 19-12-2022, the Request for Proposal (RFP) will not be restricted only to the agencies who have expressed their interest against the EOI.

Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that

may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

A.2 Costs Borne by Bidders

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Bidder.

A.3 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Bidders and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

A.4 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

A.5 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of recruitment agency, not limited to those selection criteria set out in this RFP document. In order to make the process transparent, any changes in the selection criteria will be published on the Banks's website.

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

B. RFP Response Terms

B.1 Instruction to Bidders

B.1.1 Bidders are expected to read and follow all instructions, terms and conditions set out in the RFP. In the event of a doubt the same should be clarified from the Bank before submitting the bid.

B.1.2 Pre-Bid Meeting:

- I. A pre-bid meeting will be held through physical mode (offline) on the date and time mentioned in table “[A] Important Dates and Instructions”. Bidder’s designated representatives (maximum two persons) may attend the pre-bid meeting.
- II. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- III. The Bidder is requested to submit any queries/clarifications to the Bank to the email id mentioned at Para B.2 of this RFP document, on or before 3rd Feb 2023. All queries should follow the format as per Annexure 5 of this document.

B.1.3 Amendment of Bidding document

- I. At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
- II. All prospective bidders will be communicated of the details of amendments and clarifications. Signed copy of the amended document should form part of the Technical Bid. The amendments if any, will be published in the e-procurement website as well as Banks website and will form part of the Bidding document.
- III. The bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

B.1.4 *All interested bidders are required to submit both the Technical and Commercial bids as part of response to the RFP along with supporting and other documents as articulated in this document*

B.2 Requests for Information

Recipients are required to direct all communications for any clarification related to this RFP at cmrnp@centralbank.co.in. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidders in the manner specified within the time frame as described in this document. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder’s response.

Bidders should invariably provide details of their email address (es) as responses to queries will only be provided to the Bidder via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Bidders.

The Bank may in its absolute discretion engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.

B.3 Language

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

B.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least **120 days** from the opening of the commercial bids.

B.5 Amendment of RFP document

- B.5.1** Central Bank of India reserves the right, in its sole discretion, of inclusion of any addendum to this entire RFP process. The Bidder shall not claim as a right for requiring Central Bank of India to do the aforesaid.
- B.5.2** At any time before the deadline for submission of Applications/Offer, Central Bank of India may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder, modify this RFP Document and all such modifications shall be binding on the Bidder.
- B.5.3** All prospective bidders shall be notified about the amendment through a notification on the website.
- B.5.4** The bidders themselves need to take addendums from website. The Bank has no responsibility/obligation to send them individually to bidders.
- B.5.5** If required in order to allow prospective Bidder reasonable time in which they need to take the amendment into account in preparing their Applications, Central Bank of India at its sole discretion reserves the rights to extend the deadline for the submission of Applications and same shall be notified on Bank's website. In no circumstance, the deadline for submission of Applications shall be extended beyond a period of 15 days. However, no request from the Applicant, shall be binding on Central Bank of India for the same. Central Bank of India's decision in this regard shall be final, conclusive and binding on all bidders.

B.6 RFP Response Submission Details

- B.6.1** The RFP response documents should be submitted through online mode on or before the due date of submission of response.
- B.6.2** Bidder should submit their Eligibility Cum Technical and Commercial bids online i.e. through the bank's designated E tendering portal to ease the submission on or before the due date as specified in RFP.
- B.6.3** Central Bank of India reserves the right to accept or reject in part or full any or all the RFP without assigning any reason whatsoever. Any decision of Central Bank of India in this regard shall be final, conclusive, and binding on the Applicant.
- B.6.4** Central Bank of India reserves the right to re-issue / re-commence the entire Application process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of Central Bank of India in this regard shall be final, conclusive and binding on the Applicant.
- B.6.5** Modification to the RFP Documents, if any, will be made available as addendum on the website. The vendors themselves need to take addendums from website. The Bank has no responsibility/obligation to send them individually to vendors.

- B.6.6** The Documents may be downloaded from Bank's website <http://www.centralbankofindia.co.in> and submitted through e-tendering portal.
- B.6.7** Only one submission of response to RFP by each Bidder will be permitted.
- B.6.8** The response should be organized and all the pages of the proposal including annexures and documentary proofs should be numbered and be signed by the authorized signatory.
- B.6.9** Unsigned responses would be treated as incomplete and are liable to be rejected.
- B.6.10** Central Bank of India will not be obliged to meet and have discussions with any Applicant and/ or to entertain any representations in this regard.
- B.6.11** All the pages of the proposals (except literatures, datasheets and brochures) are to be numbered and be signed by authorized signatory on behalf of the Applicant. The number should be a unique running serial number across the entire document in Page X of Y format, where X is the current page no. and Y is the total no. of pages.

B.7 Commercial Bid

- B.7.1** The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- B.7.2** The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in **Annexure 11**.
- B.7.3** The Bank is not responsible for the arithmetical accuracy of the bid. The bidder will have to ensure all calculations are accurate.
- B.7.4** The Bank shall not be responsible at any point in time, for any reason whatsoever, for any assumptions regarding the RFP made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- B.7.5** Commercial Bid – (Commercial bid must be signed by authorized signatory from the bidder and must be submitted through online mode and after encryption by e-signer tool only).
- B.7.6** Commercial bid format is attached in the **Annexure 11**
- B.7.7** All interested bidders are required to submit both the Technical and Commercial bids as part of response to the RFP along with supporting and other documents as articulated in this document.

B.8 Disqualification

Please note that in following cases Bank in its absolute discretion may reject / disqualify the proposal received from the Applicant:

- I. Submission of proposal after the Time stipulated in this RFP Document.
- II. Misleading/incomplete information/submission of improper/incomplete documentation.
- III. Proposal submission without Applicant's name
- IV. Price information in any other place than Commercial Bid
- V. Pages / Envelopes are not in order as directed in this document

- VI. Related parties should not submit more than one proposal. In case they do so, both/all proposal submitted by related parties are liable to be rejected at any stage at bank's discretion.
- VII. Only one proposal shall be accepted from one bidder. In case bidder is submitting more than one proposal, all proposals submitted by the bidder shall be disqualified.
- VIII. If any upload is found to contain technical and commercial bid together or commercials are provided along with the technical bid, then that offer will be rejected outright. The Commercial bid submissions as part of the RFP response without encryption are liable to be rejected.
- IX. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

B.9 RFP Document Fee

B.9.1 Cost of RFP document is INR 2,000/- (Rupees Two Thousand only). The prescribed amount towards the cost of Application Document should be paid by the Applicant along with the submission of the Application response.

B.9.2 RFP document fee is waived off under following considerations:

- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of copy of valid MSME certificate.
- Relevant Relaxation and Exemptions for Start-ups, if any, would be applicable as per the latest Government of India guidelines. Bidding agency should submit the relevant latest guideline/document detailing the said relaxation as part of the Bid.

B.9.3 The RTGS / NEFT details are given below.

Account No: 3288988578

IFSC Code: CBIN0281067

Account Name: CO HRD MPT IRP & RNP Joint AC

B.9.4 Applications without the payment of amount towards the cost of Application Document / non submission of MSME / Start-up Certificate shall be rejected. The Cost of RFP / Application document is non-refundable.

B.9.5 The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-tendering portal at the time of "final online bid submission".

B.10 Bidder Qualification

B.10.1 The Bidder as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and/ or the Principal Officer of the Bidder.

- B.10.2** It is further clarified that the individual signing the Bid or other documents in connection with the bid must certify whether he/she signs as a holder of the Power of Attorney of the firm /company.
- B.10.3** The Bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each page of the bid shall be signed by a duly authorized officer.
- B.10.4** The Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the bidder.
- B.10.5** The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. CENTRAL BANK OF INDIA may reject outright any bid not supported by adequate proof of the signatory's authority.

B.11 Format and Signing of Bid

- B.11.1** The bidder should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidder have rendered their services for execution of similar projects.
- B.11.2** The Bidder shall submit only One Original set of the bid.
- B.11.3** The original bid shall be typed and shall be signed and stamped (with the official seal) by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- B.11.4** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the authorized person signing the bid.
- B.11.5** The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. It is advised to use A4 size papers only. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Central Bank of India shall be final, conclusive and binding on the Bidder.
- B.11.6** Each page should be stamped and signed by authorized signatory.
- B.11.7** 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.

B.12 Registration of RFP Submission

Upon the receipt of a submission, the Bank shall register the RFP response. Incomplete or 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 the RFP shall be deemed as Bidders 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.

B.13 Requests for Information / Clarifications

- B.13.1** Bank may in its absolute discretion seek additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- B.13.2** Bidders are required to direct all communications related to this RFP to: cmrnp@centralbank.co.in
- B.13.3** No query / suggestions shall be entertained after the opening of Technical offer. Bank is not bound to reply the queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

B.14 Notification

- B.14.1** Bank shall notify Bidders in writing (as soon as practicable) if the Bidder's submission has been rejected.
- B.14.2** Bank is not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated to the bidders after opening and necessary processing of commercial bids of short-listed bidders.
- B.14.3** No separate communication will be issued by the Bank.

B.15 Applicability of Bid Security / Earnest Money Deposit (EMD)

As per OM No. F.9/4/2020-PPD dated 12/11/2020, Government of India, Ministry of Finance Department of Expenditure Procurement Policy Division:

- B.15.1** As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) entity are exempted from submission of Bid Security.
- B.15.2** For other bidders, **EMD of ₹ 4,00,000 (₹ Four Lakh only) by DD/Banker's cheque/RTGS/NEFT** in the Account No: 3288988578, IFSC Code: CBIN0281067
Account Name: CO HRD MPT IRP & RNP Joint AC in favor of "Central Bank Of India"
This amount will be forfeited if the vendor withdraws his bid during the period of validity or refuses to accept purchase order or having accepted the purchase order fails to carry out the obligations mentioned therein. BID SECURITY can be submitted in the form of DD/BG/FDR.

No interest will be payable on BID SECURITY. In the event of non-submission of Bid Security, the offer will be rejected.

B.16 Performance Bank Guarantee

- B.16.1** Successful bidder also has to furnish a Performance Bank Guarantee of **3% of the total contract value**, issued by any reputed Scheduled Commercial Bank in India (other than Central Bank of India) in favour of Central Bank of India.
- B.16.2** For the purpose of arriving at a TCO, the existing requirement of the bank of 155 candidates should be considered. From amongst the total requirement, the bank expects to recruit a minimum of 50 candidates on a contract basis.
- B.16.3** The successful bidder shall furnish the Performance Bank Guarantee in prescribed format, within **30(thirty) days from the date of issue of Purchase Order**, (refer Annexure 09) by way of Guarantee for the due and faithful performance of the Agreement and for the due and faithful performance of the Letter of Intent along with the other terms and conditions agreed to.
- B.16.4** The Guarantee shall be valid for the entire period of contract and 12 months thereafter. In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period as well, by 12 more months from expiry of such extended period as per stipulation in the Service Level Agreement.

B.17 Contract Period

The empanelment done through this RFP process will be initially valid for a period of 2 years from the date of intimation by the Bank. The contract period for the selected bidder will initially also be for a 2 year from the date of acceptance of the Purchase Order. The Bank shall have the right at its sole and absolute discretion to extend the assignment with the empanelled bidders for Upto 1 year for requirements as laid out in the scope of work. The renewal will be done on the same terms and conditions including price.

B.18 Bidder Issues Clarifications

- B.18.1** Any bidder who claims to have any issue with regards to the RFP process may file a request to the General Manager (HR) at cmrnp@centralbank.co.in.
- B.18.2** It may please be noted that request for clarification can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

B.19 Other Conditions

- B.19.1** In addition to the various classes of suppliers, 'Non-local suppliers' may also participate in the bidding process as applicable under the orders issued by Govt. of India namely Public Procurement (Preference to make in India) Order 2017 as revised from time to time.
 - Ref: PPP-MII Order dated 16.09.2020 (Order number P-45021/2/2017-PP (BE-II) and as amended time to time.
- B.19.2** Relevant Relaxation and Exemptions for Start-ups, if any, would be applicable as per the latest Government of India guidelines. Bidding agency should submit the relevant latest guideline/document detailing the said relaxation as part of the Bid.
- B.19.3** The exemptions/relaxation shall be given to MSEs which are not a STARTUP. (Ref: Gazette notification No DL-33004/99 dated 23.03.2012 as amended time to time.)

- B.19.4** The clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India shall be adhered to.(Ref: Order No F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure).
- B.19.5** Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank. Any development in software customized and developed for Bank would be property of Bank & it would be entitled to use it perpetually.

C. Project Details

C.1 Purpose & Project Overview

The Bank is undergoing a Digital Transformation. Ensuring recruitment of critical candidates in the desired quantities and in a time bound manner is critical for the success of the transformation program. With this goal, the Bank through this RFP is inviting bids from eligible bidders for Engagement of Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills. The Bank aims to recruit candidates specializing in a host of technical and digital skills across different seniority levels.

The RFP is scoped in order to meet dual purpose:

- a) Selection of a specialised recruitment agency in order to support the Bank's recruitment activities for existing requirement of Digital & IT roles.
- b) Empanelment of multiple specialised recruitment agencies for a period of 2 years in order to support the Bank's future requirements in Digital & IT Roles.

The Bank, for this purpose, invites proposal from Bidder who are interested in participating in this RFP who fulfil the eligibility criteria mentioned under Annexure 2C and are also in a position to comply with the technical requirement for hiring technically skilled resources mentioned in Annexure 10. The participating bidder must agree all the terms & conditions mentioned under this RFP.

C.2 Scope of Work

All bidders are expected to provide services as detailed in the below scope of work section. This includes the selected agency for the current recruitment requirement and the empanelled agencies as and when they are awarded purchase order for future requirement.

- C.2.1** The selected bidder will be expected to follow all Government Guidelines pertaining to (but not limited to) caste / ability-based reservation and afford equal opportunity to all candidates to apply, through open invitations to general public at large and make final selections based on uniformly applicable parameters to all candidates.
- C.2.2** The selected bidder will provide the following services pertaining to recruitment & vacancy fulfilling for the bank:

- 1) **Understand & collate requirements:** The bidder will be required to work with the HRD department, DIT department and business teams of the Bank to understand and gather requirements of the various profiles, seniority levels, skill expectations, vacancies etc
- 2) **Gather & Source Applications:** The selected bidder will be responsible to gather & source applications through various channels, including but not limited to:
 - Job notifications released by the Bank via public channels (this includes newspaper notification, bank website and other Bank portals).
 - The bidder can also reach out to candidates (headhunted), as it may deem fit as per requirements specified by the bank, through its own sources, databases etc.
 - Notifications across all channels will contain a common link to apply. This link will either be hosted by IBPS or the Bank or a 3rd Party or agency itself which the bank deems fit. All candidates, those applying based on public advertisements & postings and those candidates headhunted or invited by the bidder, will need to apply at the common link. The bidder will have to work with IBPS/Bank/3rd party hosting the application link in order to receive all applications & candidates' documents at the end of the application period.
 - Only candidates whose application is received by the end of the application period will be eligible for further rounds of the recruitment process.
- 3) **Conduct Preliminary screening:** All preliminary work of scrutiny and screening of applications/ pre-interviews etc. will be done by the successful bidder (recruitment agency) for all the received applications and it shall ensure that the candidate put forward will be up to the mark for absorption by the client. Preliminary screening should include (but not limited to):
 - CV & profile Review
 - Initial interaction with the candidate
 - Reference checks
 - Review of past work

The bidder can, at its discretion, perform the preliminary screening round through multiple rounds or keep a single composite round of all the screening checks prior to shortlisting. The bidder will have to share the exact shortlisting criteria with the bank for review and pre-approval. All candidates should be evaluated for the same parameters and evidence of the evaluation should be stored and shared with the bank.
- 4) **Skill based assessment test:** The bidder will be responsible for conducting a platform-based skill assessment test for the candidates. The selected bidder needs to share the process which it intends to follow for skill assessment for various profiles and receive necessary pre-approval. The platform can either be a 3rd party platform or the bidder's proprietary platform. All costs associated with the skill assessment test will borne by the selected bidder
- 5) The platform utilized for skills-based assessment should have the following features:
 - Comprehensive Library of ready questions across various streams related to IT and Digital Profiles. The questions should be regularly updated and have clearly defined criteria for evaluation which can be editable as per the wishes of the bank or bidder.

- The platform should offer flexibility to customize and create multiple assessments across different streams for evaluation based on type of area to be tested, difficulty level and type of questions.
 - The platform should facilitate smooth conducting of test and capable to support large volume of test takers through a virtual/physical mode.
 - The platform should have Security measures to pre-emptively discourage malpractices and additionally detect & record any instances of malpractices. The measures should involve the following (but not limited to):
 - i. Prevention of screenshots, copying and pasting
 - ii. Screen & System proctoring
 - iii. Image/Video Proctoring
 - iv. Full Screen Mode
 - v. Candidate ID Verification at the beginning of the test
 - The platform should generate reports for all the candidates including their scores, responses & proof of any malpractices resorted to.
- 6) **SME Interview:** The bidder will be responsible to conduct the preliminary interviews of the candidate through the bidder's Subject Matter Experts. In the event that the bidder doesn't have the required SMEs relating to the field, it shall, at no additional cost to the Bank, onboard the required SME for the purpose of this interview. Evaluation criteria for the SME interviews should be pre-defined by the bidder for each role and seniority and shared with the bank for pre-approval.
- 7) **Share list of candidates:** Upon completion of the activities mentioned in *clauses 1) through 6)* of this section, the bidder will share with the Bank HRD point of contact the list of shortlisted candidates, their CVs, profiles and all associated evaluations conducted as part of the recruitment process. Additionally, the bidder will share the list of all applications received, the tests conducted and evaluation scores at each stage of the recruitment process. The bidder will share all shortlisted candidates with the bank in a single communication. The bank reserves the right to select or reject a candidate based on the evaluation and discretion of the bank.
- 8) **CTC Negotiation & contracting:** The bidder, at the Bank's discretion, will also assist the bank with finalizing the CTC for the candidates through negotiations and benchmarking.
- 9) **Develop advertisements, job postings, notifications:** During the recruitment process, the bidder, in guidance and collaboration with the Bank teams, will have to develop job postings & notifications for various channels. The postings should be in accordance with any policy or regulation set forth by the Bank or any governing bodies overseeing the bank (as instructed by the respective teams from the Bank).
- The bidder will also develop an Employee Value Proposition for the bank and release through the postings/advertisements across various portals, handles and platforms in order to attract the required talent
- 10) **Launch & share job postings & notifications:** The bidder will be responsible to share the developed job postings & notifications at appropriate forums, job boards & platforms.
- Bank handles such as Bank Website, LinkedIn, Social media etc: Bank team will be

responsible for launching the postings. The bidder may be expected to support the bank team in drafting the post for maximizing outreach

- Public Job Boards – Bidder will share with the bank team the list of public boards where the job vacancies should be posted. Bidder will further assist the bank team in drafting the necessary posts and share.
- Proprietary Job Boards & Forums – The bidder will be responsible for releasing job postings on proprietary job boards & forums.
- Additionally, the bidder will also be responsible for inviting applications from its self-maintained data base or professionals.

C.2.3 The Bank may, at its discretion also avail the following services from the bidder:

- a)** Assistance with developing Job Descriptions: The bidder will be required to review job requirements shared by the bank and assist with creation of relevant job descriptions wherever required. The bidder will be expected to work with the members from Bank HR department, IT department and Business teams to finalize Job Descriptions for the desired profiles. This will involve creation of JDs as per the Bank's guidelines, review & suggest improvements to the existing JDs. The format for the JDs will be decided by the Bank, but the bidder can provide suggestions to improve the same.
- b)** Benchmark Market to finalize CTCs: The selected bidder will also be responsible for providing market estimates for any profile which the Bank requests for. The CTC should be benchmarked based on the desired skillset, educational qualification, prior experience and responsibilities of the candidate. The bidder should produce the benchmarked CTCs and required proof for the Bank to review. The produced benchmarks should be reasonable and in line with the current industry standard as offered by peer & private banks.

C.2.4 All candidates selected through this process will be onboarded as contractual workers for the bank for a fixed period. The contract will be between the bank and the candidate.

C.2.5 All activities pertaining to shortlisting the candidate needs to be completed based on identified parameters and scoring matrix. The bidder should ensure proper approvals are received from the Bank for these artifacts prior to the screening & shortlisting activities [C.2.3 Clauses 3) though 6)].

C.2.6 The bidder will be responsible for recruitment of only profiles/requirements shared with it. The bank may choose to continue its recruitment activities for various functions and other departments without engaging the bidder.

C.2.7 Broad list of Sub-Categories under the bidder's scope of recruitment:

Stream	Examples/Explanation
Software Development	Tech Leads, Engineering Managers
Centre of Excellence	Managers to manage the shared pool of resources with various skill sets
Data Modelling & visualization, Data Engineering, Statistics	Data Scientists, Data Engineers, Statisticians
DevOps	DevOps Engineers, ML Ops Engineers
Data Management & Governance	Data Architects, ETL Developers

Digital Marketing	Marketing Head, Content Head
Testers	QA Testers, UAT Testers
Integration Architecture	Integration Architects
Cloud Technologies	Cloud Architects, Cloud Security Specialists
UI/UX Design	Design Specialists
Cybersecurity	Cybersecurity Engineers
Platform support roles for the critical banking systems	Production Support Lead, Platform Managers, Developers for Platform support for CBS, LOS/LMS, Mobile App etc.
Infrastructure	Infrastructure Engineers
Strategy & Fintech Partnerships	Strategy Heads, Fintech Partnership Managers
Product Management	Product Owners

The above list is tentative as per the Bank's current requirements. This list may evolve to include additional areas depending on the bank's changing requirements. Vacancies under the sub-categories may range across different seniority levels depending on the years of experience required for different roles.

- C.2.8** Based on estimates, the requirement for the bank is fulfilling 155 vacancies. But the bank expects a minimum recruitment of 50 during the afore-mentioned period.
- C.2.9** On-site support: In order to facilitate better coordination and collaboration between the Bank teams & the bidder, a team from the recruiting agency will be expected operate from the premises of the Bank (Human Resource Development Department, 17th Floor, Central Office, Chander Mukhi Building, Nariman Point, Mumbai-400021) on a temporary basis to provide on-site support to the bank during different phases of the recruitment process.
- C.2.10** The Bank may at its discretion, choose to not finalize any candidate for contractual employment from the list of screened CVs shared by the bidder for a given profile. In such an event, the Bank will not be liable to pay any compensation to the bidder nor provide any explanation for the same.

D. Instructions to Bidders – e tendering

D.1 Online Registration for first time bidders

- D.1.1** The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal.
- D.1.2** All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose.

- D.1.3** The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token.
- D.1.4** If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details below.

D.2 Registration Process for Bidders

- D.2.1** Open the URL: <https://centralbank.abcpurchase.com/EPROC/>.
- D.2.2** On Right hand side, Click and save the Manual "Bidder Manual for Bidders to participate on e- tender
- D.2.3** Register yourself with all the required details properly.
- D.2.4** TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders.
- D.2.5** LOG IN NAME & PASSWORD: Each Bidder / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS:

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

TABLE A

Bid Submission Mode.	https://centralbank.abcpurchase.com/EPROC/ Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	<p>e-Procurement Technologies Limited Technical Support Team</p> <p>Mr.Sujith Nair: 079 68136857 sujith@eptl.in</p> <p>Ms.Geeta 079 90334460 geeta@auctiontiger.net</p> <p>Ms.Khushboo 09510813528 khushboo.mehta@eptl.in</p> <p>Ms.Pooja : 09328931942 pooja.shah@eptl.in</p> <p>Mr Nandan : 09081000427 nandan.v@eptl.in</p> <p>Ms.Komal : 07904407997 komal.d@eptl.in</p> <p>Mobile Numbers: +91-9510813528 6354919566</p>

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

- D.2.6** All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- D.2.7** BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. If bidder fails to do so, Bank reserves the right to take suitable action including but not limited to not to allow to participate for 2 years in the processes of the Bank.

D.3 Preparation & Submission of Bids

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

Do's and Don'ts for Bidder

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

D.4 Terms & Conditions of Online Submission

- D.4.1** Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpurchase.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
- D.4.2** Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.

- D.4.3** Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e- tender service provider before the submission of the technical bids.
- D.4.4** E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
- D.4.5** Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- D.4.6** In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
- D.4.7** 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 Auction successfully.
- D.4.8** However, the bidder are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- D.4.9** Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
- D.4.10** On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
- D.4.11** Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
- D.4.12** Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
- D.4.13** Utmost care has been taken to reduce discrepancy between the information contained in e- tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
- D.4.14** Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

D.5 Guidelines to Contractors on the operations of Electronic Tendering System

- D.5.1** Pre-requisites to participate in the Tenders
Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll, Bidder has to generate User ID and password on the "https://centralbank.abcpocure.com/EPROC"

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

The Bidders may obtain the necessary information on the process of Enrolment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e.
<https://centralbank.abcpocure.com/EPROC>

D.5.2 Preparation of Bid & Guidelines of Digital Certificate

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

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

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

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

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

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as

per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

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

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

D.5.3 Recommended Hardware and Internet Connectivity

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

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

Toolbar / Add on / Pop up blocker

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

D.5.4 Online viewing of Detailed Notice Inviting Tenders

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

D.5.5 Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be form based,

extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

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

Notes:

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

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

Steps to encrypt and upload a document:

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

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

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

D.5.6 Close for Bidding

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

D.5.7 Online Final Confirmation

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

D.5.8 Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents, will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

D.5.9 Opening of the Financial Bids:

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

D.5.10 Tender Schedule (Key Dates):

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

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

E. Evaluation process

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of technical competence and the price quoted.

The competitive bids are evaluated in a 3-stage process in order to select the bidder:

I. Stage 1 –Eligibility Criteria

II.Stage 2 - Technical Bid Evaluation

III.Stage 3 - Commercial Bid Opening & Weighted Scoring

Bidders need to satisfy all clauses of the eligibility criteria to qualify for further stages of evaluation. Only bidders that are eligible as per Stage 1 will be moved to stage 2 for technical evaluation.

Criteria for empanelment of bidders will be based on technical evaluation of all the bidders which qualified eligibility criteria and other terms and conditions of this document. Only bidders achieving greater than 75% score for the technical evaluation will be eligible for empanelment and further evaluation process.

Final selection of agency: Successful bidder for the current requirement will be based on the techno-commercial score. Only bidders which satisfy all the clauses of the eligibility criteria and achieves >75% score for the technical evaluation will be considered for the techno commercial evaluation. Final selection of the successful bidder will be based on the weighted scores from technical and commercial evaluation as described in Section E.6 in this document

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all bidders to this document and bank will not entertain any correspondence in this regard.

E.1 Stage 1: Eligibility Criteria

Eligibility criterion and associated supporting documents for the Bidder to qualify is clearly mentioned in Annexure 2C of this document. The bidder would need to provide supporting documents as part of the eligibility proof.

SI	Eligibility of the Bidder
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 3 years in India, as on date of submission of RFP.
2	Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office
3	The bidder should have an annual turnover of INR 5 Crore per annum in India any two of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies
4	The bidder should have PAT of over INR 25 Lakh in any two of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22).
5	The Bidder should have a minimum of experience of 3 years (FY - 2018 - 2022) in delivering Recruitment services to companies and corporates for IT & Digital roles
6	The bidder should have recruited 50+ candidates per year for FY 2020, 2021, 2022 each and a cumulative total of 200+ candidates across FY 2020, 2021, 2022
7	In the last 3 years (FY - 2020, 2021, 2022), the bidder should have recruited cumulative of 50+ candidates in atleast 7 streams combined from the mentioned 15 streams (Streams mentioned in the table below) for which the requirements have been proposed
8	The bidder should have past experience of offering recruitment services with IT Company/Private Bank/Public Sector Banks/Public Sector Units/Financial Industry companies in India
9	The Bidder should be willing and able to provide on ground support in Mumbai
10	At the time of bidding, the Bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.
11	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last 2 years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.
12	Bidder/Testing Platform provider (Provided by the Bidder) should not have: - NPA with any Bank /financial institutions in India - Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank
13	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority

List of Streams:

Stream	Examples/Explanation
Software Development	Tech Leads, Engineering Managers
Centre of Excellence	Managers to manage the shared pool of resources with various skill sets
Data Modelling & visualization, Data Engineering, Statistics	Data Scientists, Data Engineers, Statisticians
DevOps	DevOps Engineers, ML Ops Engineers
Data Management & Governance	Data Architects, ETL Developers
Digital Marketing	Marketing Head, Content Head
Testers	QA Testers, UAT Testers
Integration Architecture	Integration Architects
Cloud Technologies	Cloud Architects, Cloud Security Specialists
UI/UX Design	Design Specialists
Cybersecurity	Cybersecurity Engineers
Platform support roles for the critical banking systems	Production Support Lead, Platform Managers, Developers for Platform support for CBS, LOS/LMS, Mobile App etc.
Infrastructure	Infrastructure Engineers
Strategy & Fintech Partnerships	Strategy Heads, Fintech Partnership Managers
Product Management	Product Owners

E.2 Purchase Preferences

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Refer to **Annexure 2F & 2G** for the conditions applicable as per the Government of India Guidelines on Purchase Preference.

E.3 Bidder firms sharing land borders with India

The order regarding restrictions on bidders from countries sharing land border with vide Order (Public Procurement No.1) issued vide F.No.6/18/2019-PPD Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23.07.2020 will be complied with by the department while selecting the consultant and the provisions to this effect, as required by the said order.

Model Clauses for Tenders

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

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

IV. The *beneficial owner* for the purpose of (iii) above will be as under:

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

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical

person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfill all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]"

Refer Annexure 2I

E.4 Stage 2: Technical Bid Evaluation

Technical evaluation of the Bidder will be conducted on the below mentioned parameters. Details regarding the associated proofs of the same are mentioned in Annexure 10.

The technical score of each bidder will be calculated based on the total score for Technical Evaluation and Presentations:

Technical Score = Technical Evaluation Score + Presentation Score

$$T = T.E. + T.P.$$

Each bidder will be scored as per the below mentioned technical evaluation criteria and then scaled to 50 Marks in order to finalize the Technical Evaluation Score.

Hence,

Technical Evaluation Score = (Sum of Marks scored in the technical evaluation)*(50)/(250)

$$T.E. = (\text{Sum of } M_i) * (50) / (250)$$

Technical Evaluation Criteria			
Maximum Score			
Category	Criteria	Scoring Criteria	Marks Obtained (M)
Bidder's Resource Strength	Total no. of Recruiters (including SMEs)	Number of Recruiters ≥ 50 : 20 Marks 50 > Number of Recruiters ≥ 30 : 15 Marks 30 > Number of Recruiters ≥ 15 : 10 Marks 15 > Number of Recruiters ≥ 10 : 5 Marks Number of Recruiters < 10 : 0 Marks	
	Recruiters for IT & Digital roles (including SMEs)	Number of Recruiters ≥ 20 : 20 Marks 20 > Number of Recruiters ≥ 10 : 10 Marks 10 > Number of Recruiters ≥ 5 : 5 Marks Number of Recruiters < 5 : 0 Marks	
Bidder's Footprint	It is preferred for the bidder to have office locations at multiple cities. Preferred locations are Mumbai, Delhi NCR, Bangalore, Pune, Hyderabad, Chennai		
	# of cities from the preferred list which house the Agency's office (Scoring will be based on the number of cities in which the agency has offices)	Number of Cities ≥ 5 : 20 Marks; 5 > Number of Cities ≥ 3 : 15 Marks; 3 > Number of Cities ≥ 1 : 10 Marks; Number of Cities < 1 : 0 Mark	
	Other cities (not in the preferred list) in India which house the Agency's office	1 mark per city (maximum of 5 cities) (Max. 5 Marks)	
Past Experience of Direct engagement for Recruitment (Engaging directly with the client of the particular	Scoring to be done based on number of companies in the given category * the score for each. Maximum of 5 companies to be considered for any subcategory	Marks per company in the sub-category Maximum of 5 companies to be considered for any subcategory	
	With Indian Public Sector Banks	3 Marks (Max. 15 Marks)	
	With Indian (Non-Banking) Public Sector Units	2 Marks (Max. 10 Marks)	
	With Indian Private Banks	2 Marks (Max. 10 Marks)	

industry)	With Technical & IT Companies in India	2 Marks (Max. 10 Marks)	
Category	Criteria	Scoring Criteria	Marks Obtained
Past experience of recruiting across various streams in the last three financial years	Role subcategory (Maximum marks for each stream: 5)		
	Software Development	Number of Recruits >= 20 : 5 Marks; 20 > Number of Recruits >= 10 : 3 Marks; 10 > Number of Recruits >= 5 : 2 Marks; Number of Recruits < 5 : 0 Mark;	
	Data Modelling, Visualization, Engineering & Statistics		
	Data Management & Governance		
	DevOps		
	UAT & QA Testing		
	Integration Architecture		
	Infrastructure		
	Cloud Technologies		
	UI/UX Design		
	Cybersecurity		
	Platform Support & Management Roles for critical bank platforms		
	Digital Marketing		
	Strategy & Fintech Partnerships		
	Centre of Excellence		
	Product Management		
Skill Assessment Platform	Question Library		
	MCQ type questions	Number of Questions >= 5000: 5 Marks; 5000 > Number of Questions >= 3000: 3 Marks; 3000 > Number of Questions >= 1000: 2 Marks; Number of Questions< 1000: 1 Marks;	
	Skill application type questions	Number of Questions >= 2000 : 10 Marks; 2000 > Number of Questions >= 1000 : 7 Marks; 1000 > Number of Questions >= 500 : 4 Marks; Number of Questions < 500: 1 Marks;	
	# Of Streams covered from the shared list of Streams	Number of Streams = 15 : 10 Marks; 15 > Number of Streams >= 10: 7 Marks; 10 > Number of Streams >= 5: 4 Marks; Number of Streams < 5: 1 Marks;	
	Security Measures		
	Image Proctoring	Yes/No Yes: 5, No: 0 for each security measure	
	Video Proctoring		
	IP Proctoring		
	Candidate ID Verification		
	Plagiarism Tests		
	System Lock		
	Mobile detection		
	Multi People detection		

All associated proofs necessary for the technical evaluation are mentioned in the Annexure 10. The Bank, may at its discretion, demand additional proofs from the bidding agency.

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

Presentation will be scored against the following criteria:

- Brief overview of the company describing the footprint in India and the manpower strength of its recruitment arm dedicated for IT and Digital profiles

- Recruitment process & best practices followed
- Proposed Project Plan, screening process, timelines for implementation and post screening support
- Demonstration of the timelines adhered to in the past
- Case studies and engagement model followed to demonstrate past experience of working with Indian Banks especially for Technical Roles
- Experience in recruitment of roles to Support Banking Systems
- Profile of recruiters relating to the 15 streams mentioned as per the Scope of Work section of this document
- Model for providing on-site support for recruitment activities
- Success percentage of candidates recruited in the past for other clients

E.5 Stage 3: Commercial Bid Evaluation

Only those Bidders who have qualified after Stage 2 of technical evaluation will be eligible for the further participation in the selection process. The total cost of ownership for the purpose of evaluation shall be calculated based on the quotations from the bidder for profiles across various streams. Samples roles, indicative experience ranges and indicative numbers of vacancies have been shared as part of the annexure.

The bidding agency needs to submit a commercial bid (Annexure 11) stating the total price per candidate it will charge the Bank for different streams and across different seniority levels (based on years of past experience). The agency will not charge any additional cost for any recruited candidate. All costs associated in any recruitment activity will be borne by the agency and the bank will be liable to pay only this fixed cost as per the payment schedule described in the payment terms.

E.6 Weighted Evaluation:

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

- A score (S) will be calculated for all qualified bidders using the following formula:

$$S = [(T/T_{\text{high}})*100]*0.70 + [(C_{\text{Low}}/C)]*100*0.30$$

- T stands for Technical Score arrived on the basis technical evaluation
- T_{high} stands for highest technical score arrived on the basis technical evaluation
- C stands for Nominal Bid Price arrived on the basis of commercial evaluation
- C_{Low} stands for the lowest Nominal Bid Price arrived basis of commercial evaluation

#	Bidder	Tech Score T	$[(T/T_{high}) * 100] * 0.70$ Tech Eval Marks A	Nominal Bid Price C	$[(C_{Low}/C)] * 100 * 0.30$ Commercial Eval Marks B	Score (S = A + B)
1	AAA	75	$75/90 * 100 * .70 = 58.33$	120	$100/120 * 100 * .30 = 25$	83.33 (H-3)
2	BBB	80	$80/90 * 100 * .70 = 62.22$	100	$100/100 * 100 * .30 = 30$	92.22 (H-2)
3	CCC	90	$90/90 * 100 * .70 = 70$	110	$100/110 * 100 * .30 = 27.27$	97.27 (H-1)

In the above example, C_{Low} is 100.

In the above example, CCC, with the highest score becomes the successful bidder.

In case of more than one bidder with equal highest score (S) up to three decimal, then number of decimal will be increased.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

Bidders to note that:

1. The Bidder should quote the Best Competitive Commercial Bid.
2. In case there is variation between numbers and words; the value mentioned in words would be considered.
3. In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.
4. Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology.
5. Bank's committee will evaluate the Technical Evaluation criteria and will decide whether to accept or reject any submission. Committee's decision will be final and binding on the bidder.
6. Bank reserves the option to Negotiate with the successful bidder that is the Bidder scoring highest in Techno-commercials.
7. In case of tie-up in Overall Score (S) score, the bidder scoring highest technical score will be declared T1+L1 i.e. successful bidder

Note:

1. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors.
2. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
3. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
6. If there is a discrepancy in the total, the correct total shall be arrived at by Bank.
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
9. All liability related to non-compliance of the minimum wages requirement and any other law will be responsibility of the bidder.
10. The highest technical score bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
11. The Bank shall not incur any liability to the affected bidder on account of such rejection.
12. The final decision on the successful bidder will be taken by the Bank. The implementation of the project will commence upon acceptance of PO between the Bank and the selected bidder based on the evaluation

F. Terms and Conditions

F.1 General

- F.1.1** The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- F.1.2** The Bank expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank to implement the proposed solution.

- F.1.3** Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the bidder responses would not be incorporated automatically in the tender document.
- F.1.4** Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.
- F.1.5** In case of reduction in prices due to technology advancement, the bank has the right to renegotiate the annual subscription / maintenance rates with the bidder.

F.2 Rules for Responding to this RFP

- F.2.1** All responses received after the due date / time as mentioned in “[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected.
- F.2.2** All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 120 days after opening of the commercial bids.
- F.2.3** All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the bidder and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Unsigned responses would be treated as incomplete and are liable to be rejected.
- F.2.4** The technical and commercial bid submitted cannot be withdrawn / modified after the last date for submission of the bids. **The bank on a best effort basis will issue a purchase order and list of empaneled agencies within 30 days after completion of the RFP process.**
- F.2.5** Either the Indian agent on behalf of the principal/ Original Equipment Manufacturer (OEM) or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.
- F.2.6** The bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- F.2.7** The bidder is required to quote for all the components/services mentioned in the “Scope of Work” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer.
- F.2.8** The Bank reserves the right not to allow/permit changes in the technical specifications and not to evaluate the offer in case of non- submission of the technical details in the required format or partial submission of technical details.
- F.2.9** Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one items against requirement and they have not specified which particular item quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the bidder is liable to be rejected. The bidder is expected to provide the best option and quote for the same.

- F.2.10** Bidder must furnish requirements as per the formats provided in the RFP document.
- F.2.11** In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- F.2.12** In the event prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, then the submitted bid will be treated as incomplete
- F.2.13** The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank's interpretation will be final.
- F.2.14** The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidders and received by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- F.2.15** All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- F.2.16** The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.
- F.2.17** 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:
- Bids submitted by holding company and its subsidiary
 - Bids submitted by two or more companies having common director/s
 - Bids submitted by two or more partnership firms / LLPs having common partners
 - Bids submitted by two or more companies in the same group of promoters/management
 - Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

F.3 Price Bids

- F.3.1** The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Bidders post the completion of the technical evaluation
- F.3.2** The prices and other terms offered by bidders must be firm for an acceptance period of 120 days from the opening of the commercial bid.
- F.3.3** Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- F.3.4** In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices to have been quoted in conformity with the prevalent guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies
- F.3.5** If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge GST and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- F.3.6** Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder. Bidder should ensure that the project should not suffer for any reason.
- F.3.7** Bidder firm shall maintain these tools / softwares for a minimum period of three years
- F.3.8** During the term of this project, the bank has the right to use the Skill assessment platform for all its recruitment requirements.

F.4 Price Comparisons

- F.4.1** The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- F.4.2** The successful bidder will be determined on the basis evaluation mentioned in Clause E above.
- F.4.3** Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidder to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidder will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- F.4.4** The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- F.4.5** Prices quoted by the Bidder should be inclusive of all taxes, duties and levies etc. except GST which will be paid extra. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
- F.4.6** The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- F.4.7** The Bidder must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

F.5 Performance Guarantee

- F.5.1** The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the Purchase order or signing of the contract whichever is earlier in the format as provided in Annexure 09 to the extent of 3% of the total contract value for the entire

period of the contract plus 12 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Central Bank of India.

- F.5.2** In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achievement of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.
- F.5.3** The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- F.5.4** If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/contract.

F.6 Others

- F.6.1** Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select or empanel a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- F.6.2** By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- F.6.3** The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidder. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- F.6.4** The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- F.6.5** The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the Bank's requirement. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the

terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- F.6.6** The Bidder shall represent that the solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.
- F.6.7** All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- F.6.8** The Bank and the bidder covenants and represents to the other Party the following:
- a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
 - b) It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- F.6.9** The execution, delivery and performance under an Agreement by such Party:
- a) Will not violate or contravene any provision of its documents of incorporation;
 - b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in RFP, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- F.6.10** The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- F.6.11** It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the deliverables till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.
- F.6.12** The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidder.
- F.6.13** The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- F.6.14** The Bank will not bear any costs incurred by the bidder for purchasing extra piece of software/additional components, if the requirements are not met with the standard software. Total cost of recruitment and associated activities has to be borne by the bidder.

F.7 Other RFP Requirements

- F.7.1** This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion.
- F.7.2** The Bank may revise any part of the tender document. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- F.7.3** The Bank reserves the right to extend the dates for submission of responses to this document.
- F.7.4** Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidder for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- F.7.5** No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged

to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

- F.7.6** Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/ manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- F.7.7** Price Discussion – It is absolutely essential for the Bidder to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage bidders in discussions on the prices.
- F.7.8** Right to Alter–Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities
- F.7.9** Bidder may respond to the RFP
- F.7.10** either as a single entity, (as consultant) to design the solution and (as Developer) to implement it and to provide technical support/AMC or
- F.7.11** May choose to enter into consortium with any technical solution partner for either implementing the solution or providing the technical support or AMC during entire project period.
- F.7.12** In both cases the agreement so entered will be binding on all entities of the contract and shall continue to be responsible for overall implementation and smooth run of the project.
- F.7.13** In case of the consultant of the project is no longer available, the technical partner shall provide customized solutions to the project as per the requirement of the Bank.
- F.7.14** Details of Sub-contracts, as applicable – If required by the Bank, the Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- F.7.15** If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidder will not be short-listed for further evaluation. No further discussions shall be entertained with such bidder in respect of the subject technical bid.
- F.7.16** Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the

assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation, provided the Bidder does not make a statement or undertakes any liability adversely affecting the right of the bank or creating any liability on the bank.

- F.7.17** Letter of Undertaking from OSD / OEM (Annexure 07) – The Respondent should furnish a letter from original equipment manufacturer (OEM / OSD) authorizing the Respondent to quote for OEM's / OSD's product in response to the RFP from the Bank. The said letter should also offer to extend the required support from the OEM / OSD in respect of the items stipulated in the RFP.
- F.7.18** Undertaking on Information Security (Annexure 08) - The Respondent should furnish a letter both from the Original Solution Developer / Original Equipment Manufacturer (wherever applicable) and also from the Respondent's end providing an undertaking on Information Security of Authenticity for the solution supplied. This undertaking from both, OSD / OEM and the respondent is on Information security as per regulatory requirement.
- F.7.19** The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- F.7.20** The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits
- F.7.21** The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

F.8 Payment Terms, SLAs, Guarantees & Penalties

- F.8.1** Payment Terms: Binding on the selected bidder for the current requirement and all empaneled bidders upon acceptance of purchase order for future requirements.
 - a)** The selected bidder's fee is contingent upon the commencement of employment of a candidate whose Screened CV has been shared by the selected bidder with Central Bank of India for the applicable Search.
 - b)** The agency will be compensated for every candidate that is onboarded into the bank. The payment structure of the same is as follows:

- 1st Instalment: Bank will pay 50% of the decided amount to the agency after completion of 30 days post successful onboarding of the candidate.
 - 2nd Instalment: Bank will pay additional 40% of the decided amount to the agency after completion of 90 days post successful onboarding of the candidate.
 - 3rd Instalment: Bank will pay remaining 10% of the decided amount to the agency after completion of 1 year post successful onboarding the candidate.
- c) Service Provider will not be entitled to the Fee if the candidate:
- is hired by Central Bank of India more than six (6) months after the Identification of the candidate by Service Provider;
 - is a Central Bank of India alumni.
- d) In the event the candidate terminates the employment within a 1-year duration from onboarding, all subsequent payments to the agency for the candidate will be forfeited.

F.8.2 SLAs

The selected bidder for the current requirement and all empaneled bidders for the future requirements should adhere to the following SLAs:

- a) The bidder will be expected to share screened CVs with the bank within 60 days from the date of release of the job notification/posting/advertisement. Any deviation from this timeline, unless in prior written agreement with the Bank, will incur a penalty in compensation to the agency for the selected candidate.

The 60 day period includes 21 days available for candidates to apply for the released Job notifications through the portal shared on public platforms. Any candidate sourced by the agency should apply at the Online Application Portal in the given 21 day period to be eligible for further rounds of recruitment.

- b) Gather Requirements from the Bank: Once intimated of vacancy request by the Bank, the selected bidder should be able to gather all requirements from the Bank stakeholders within a period of 7 days.
- c) Finalizing JDs: The selected bidder will be expected to finalize Job Descriptions for any profile within 3 working days post gathering the requirements from the Bank team
- d) Any request to benchmark CTCs for any profile should be completed within a period of 3 working days from the date of sharing requirements with the agencies or finalization of the JDs. The bidder will be expected to benchmark CTCs and compensation figures for multiple profiles at the same time.
- e) Obtain approval for Evaluation Parameters: The selected bidder will be expected to share all parameters and evaluation criteria for a given profile with the bank team within 5 working days from the date of sharing requirement with the

agencies or finalization of JD's (whichever is later). These will be approved by the Bank stakeholders and indicated in the advertisement/notification.

F.8.3 Penalties

The selected bidder's fee will also be contingent to the number of days elapsed between the release of job notifications for the said role and CBoI receiving the screened CV/Resume from the agency:

Days between release of Notification and sharing shortlisted agencies with Bank	Factor of Pay per contractual position onboarded
<60	1.0
61-70	0.9
71-90	0.75
91-100	0.5
101-120	0.25
120+	0

In the event that the Agency is unable to provide shortlisted CVs to the Bank within a period of 120 days, the Bank reserves the right to exercise any or all of the below:

- Terminate partial or entire contract with the selected agency for the said recruitment
- Blacklist the agency from all future recruitment related engagements with the Bank
- Extend the offer to other agencies empaneled as a response to this RFP. The Bank reserves the right to extend the offer to other agencies at the Price quoted by them or the price quoted by the selected agency (whichever is lower)

F.8.4 Replacement Guarantee

If the Bank employs a candidate Identified by Agency, and such employment is terminated within one year, from his/her starting date ("Early Termination"), the agency will at the Bank's request continue the Search to replace such candidate. In the event this Agreement has expired or has been terminated prior to Early Termination, the terms of this Agreement shall be extended until the replacement search has been completed. The Bank will inform the agency in writing about the Early Termination (the "termination date"). No additional Fee shall be due for a replacement candidate, regardless of whether his/her compensation is higher than that of the original candidate.

The Agency shall refund a portion of the Fee paid by the Bank for the original candidate according to the following scale:

- a. if the replacement candidate's CV was received by the Bank within 60 days of the "termination date", 0% of the Fee;
- b. if the replacement candidate's CV was received by the Bank between 61 and 70 days of the "termination date", 10% of the Fee;

- c. if the replacement candidate's CV was received by the Bank between 71 and 90 days of the "termination date", 25% of the Fee; or
- d. if the replacement candidate's CV was received by the Bank more than 91 days following the "termination date", or if no suitable replacement candidate is accepted by the Bank, 100% of the Fee.

G. General Terms and Conditions

G.1 Governing Laws

This RFP as well as the subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai City shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

G.2 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:

- Relates to the Disclosing Party; and/or
- Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that maybe shared by the Bank with the bidder.

"Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank

customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

Nothing contained in this clause shall limit bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the bidder shall at no point use the Bank's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the bidder hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the bidder is bound to maintain the RFP confidentiality. Any breach of this clause by such assignee or delegate will be treated as breach by the bidder and Bank will be free to seek remedies against bidder as well.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-

contractors and contractors who need to know the same for the purposes of supply, implementation and maintenance of PMS Solutions as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or

- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes 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
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to , or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
 - b) To the extent practicable, 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

- c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
- d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
- e) The rights in and to the data /information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of 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, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information)

as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank. The confidentiality obligations shall survive the expiry or termination of the RFP between the bidder and the Bank.

G.3 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's systems the bidder may support or have access to include but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

G.4 Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security

safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguard designed , developed, or implemented by the bidder or existing at any bank location .

G.5 Dispute Resolution

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager / director and vendor project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

In the event of any dispute and or the commencement of arbitration proceedings the successful Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

G.6 Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event explicitly beyond the reasonable control of the vendor and not involving the vendor’s fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform vendor’s obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. It is clarified that financial constraints will not be treated as force majeure event.

If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavour to find a solution to the problem.

G.7 Termination

Bank shall have option to terminate/cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if Bidder:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services;
- Delay in delivery / installation / commissioning of services.
- If deductions of penalty exceeds more than 10% of the **total contract price**.

This Tender or subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) day
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon

terms previously approved in writing by the other Party; or The other Party becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 30 days prior notice in writing.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement,

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

In the event the Bank terminates the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold

the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

The Bank will provide the selected vendor a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 30 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the vendor to make good the situation within the remedy period
- The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.

In case of order cancellation, any payments made by the Bank to the Vendor for unacceptable deliverables would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

G.8 Contract Review

The Bank desires to appoint the successful vendor for a total period of **24 months**, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement and to safe guard the interests of all the entities involved in the arrangement, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary. Solely at the discretion of bank, contract may be renewed for another 12 months between the parties subject to their mutual agreement on the period of renewal.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the successful vendor and the Bank will cause cessation of services. Only by mutual consent the services can be withdrawn.

G.9 Subcontracting

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of Bank.

G.10 Indemnity

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- An act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- Material breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees

Additionally the Vendor shall at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided however that:-

- The Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- Co-operates with the Vendor in the defense and settlement of the claims

However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation, provided the

Vendor does not make a statement or undertakes any liability adversely affecting the right of the bank or creating any liability on the bank .

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Vendor; or
- Any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

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

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

G.11 Compliance with Laws

Compliance with all applicable laws: The vendor 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 them and all purposes of this tender.

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank 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

conform 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 vendor.

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

G.12 Limitation of Liability

- G.12.1** Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, to or otherwise), shall be at actuals and/or Total Contract Value whichever is higher.
- G.12.2** Service Provider's liability in case of loss suffered by Bank on account of claims against the Bank resulting from wilful misconduct or Gross Negligence arising due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- G.12.3** "Wilful Misconduct" means any act or omission of a party which is wilfully intended to harm the interests of the other party, provided however, that wilful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.
- G.12.4** "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.
- G.12.5** 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 Service Provider as part of procurement under the assignment
- G.12.6** Under no circumstances shall either party be liable to the other for any loss of business, goodwill or profits even if such party has been advised of such damages.

G.13 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the vendor will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

G.14 Inspection of Records

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors internal / external would execute confidentiality agreement with the vendor provided that the auditors would be permitted to submit their findings to the Bank,

which would be used by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection which will be subject to the requirements of statutory and regulatory authorities. Bank/ Bank's appointed External auditors/ Regulators have right to audit and right to examine the facilities, activities and assets (hardware and software).

It will be the responsibility of the vendor to attend/comply/respond to any issues/ queries raised by any internal/External auditor during any type of audit during the project implementation period without any additional cost.

G.15 Assignment

The bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including bidder's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the bidder under this RFP.

G.16 Publicity

Any publicity relating to the work to be carried out in BANK is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary with prior permission of the Bank. All the Bidders must give a declaration in this regard duly signed by them.

G.17 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by- case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who

- (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

G.18 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by registered speed post with acknowledgement due or courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract. Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered 'on the date of acknowledgment signed on the AD card' and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

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

G.19 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 tender 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 tender 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.

G.20 Severability

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable, the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law. The declaration of any term or provision being invalid, illegal or unenforceable shall not affect the other terms and provisions and the parties shall be liable to perform its duties as per the terms and provision of the agreement which are not declared as invalid, illegal or unenforceable.

G.21 Bidder's Design Liability

The Vendor shall carry out all and any works and services to give sufficient details for the construction or installation of the Works so as to ensure that the materials/equipment selected by the Vendor is in compliance with the Contract

requirements, particularly those in the Project Overview and Technical Summary and on the Drawings, and the Works are workable as a whole in compliance with the performance requirements of all testing and commissioning and integrated system tests as stipulated in the Contract.

G.22 No implied deviation

The Bank expects the vendor to adhere to the terms of this RFP document, unless agreed to specifically by the Bank in writing for any changes to the tender document issued; the vendor responses would not be incorporated automatically in the tender document.

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

G.23 Central Bank of India reserves the right to:

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next successful Bidder if the Bidder of choice fails to sign the agreement within a specified timeframe.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder (s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technicalities.
- j) No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the bidder.

H. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal

fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following. All documents to be signed and submitted through E- Tendering Portal

SRN	Section Heading	Proforma Given (individual file not exceeding 10 MB)
1	Eligibility criteria compliance with bidder comments <ol style="list-style-type: none"> Bidder Details Bidder Acceptance Eligibility criteria Covering letter certifying eligibility criteria compliance Letter of authorization from the company authorizing the person to sign the tender response and related documents. A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. Credential letters/Purchase orders/Supporting documents Application Money Transaction Details (NEFT/RTGS) Purchase Preferences for MSE & Startup Purchase Preferences linked with Local Content Restriction on Procurement due to National Security 	Bidder to provide As per Annexure 2A,2B, 2C,2D,2E,2F,2G,2H,2I
2	Bid Security Declaration	Annexure 03
3	Undertaking Letter	Annexure 04
4	Comments Format (Bid Query Format)	Annexure 05
5	Conformity Letter	Annexure 06
6	Letter of Undertaking from OSD / OEM	Annexure 07
7	Undertaking of Information Security	Annexure 08
8	Performance Guarantee	Annexure 09
9	Technical Bid Format	Annexure 10
10	Commercial Bid Format	Annexure 11
11	Integrity Pact	Annexure 12
12	Profile for Account Manager and Core Team members	Annexure 13
13	Details of Past implementation	Annexure 14
14	Non-Disclosure Agreement	Annexure 15

Annexure 2A - Bidder Details

1	Name of the Company																									
2	Year of establishment																									
3	Turnover (in INR)	FY2019-20: FY2020-21: FY2021-22 :																								
4	Profit after tax (in INR)	FY2019-20: FY2020-21: FY2021-22 :																								
5	Role of the member (Consultant/SI/ Bidder/ Others (description))																									
6	Head Office Address																									
7	Telephone No. (with ISD/STD Code)																									
8	Fax No. (with ISD/STD Code)																									
9	E-mail Address																									
10	Name of the Key representatives for this project																									
11	Part of Consortium or MOU with original solution developer (please provide details separately if required)																									
11	Any accreditations / Certifications (e.g. CMM, ISO, ITIL etc.)																									
12	Previous experience in recruitment of technically skilled resources at Scheduled Commercial Banks preferably PSBs	<p>Implementations in the last 3 years:</p> <table border="1"> <thead> <tr> <th>Name of the customer</th> <th>Total no. of users</th> <th>Module deployed</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table> <p>Implementations done prior to last 3 years</p> <table border="1"> <thead> <tr> <th>Name of the customer</th> <th>Total no. of users</th> <th>Module deployed</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table>	Name of the customer	Total no. of users	Module deployed										Name of the customer	Total no. of users	Module deployed									
Name of the customer	Total no. of users	Module deployed																								
Name of the customer	Total no. of users	Module deployed																								
		Please provide details for each past implementation in <u>Annexure 13</u>																								

As of this date, the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Signature of Authorized Signatory

Signatory Name:

Designation:

Seal:

Date:

Annexure 2B - Bidder Acceptance

(To be submitted on letter head of the Bidder)

To,
The General Manager HRD,
Central Bank of India,
Central Office 17th Floor,
Chandermukhi, Nariman
Point
Mumbai - 400021

Ref:

We, _____ (name and designation) on behalf of M/s
_____ having its registered office at _____
have submitted a Bid proposal to Central Bank of India for
_____ in response to the Request for
Proposal (RFP) dated _____ (DD/MM/YYYY) issued by Central Bank of India. We
submit our Bid Documents herewith and undertake and agree to abide by all the terms and
conditions stipulated by the Bank in the Proposal under RFP, including all Annexures, agenda
and corrigenda.

We confirm as under:

1. We are duly authorized persons to submit this undertaking.
2. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to all terms and conditions of the aforesaid RFP.
3. We absolutely & unconditionally accept all the terms and conditions (including scope of work) as mentioned in various parts of the said RFP/Bid Document.
4. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
5. We have not been black listed by any tie-up partner or Public Sector Undertaking (PSU) /PSBs/ Private Banks.
6. There is no case pending against us involving cheating/fraudulent activities.

7. We will not resort to any corrupt practices in any aspect/stage of the contract.
8. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency

We understand that,

- Bank is not bound to accept any bid received, and Bank may reject all or any bid/s.
- If our Bid for the above arrangement is accepted this bid together with Bank's written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Date:

Signature of Signatory: _____

Place:

Name of Signatory: _____

Designation: _____

Seal of Company: _____

Annexure 2C - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Applicant

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned below. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of the Bank shall be final and binding on all the Bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

SI	Eligibility of the Bidder	Valid Proof
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 3 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder
2	Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN
3	The bidder should have an annual turnover of INR 5 Crore per annum in India any two of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs
4	The bidder should have PAT of over INR 25 Lakh in any two of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22).	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs
5	The Bidder should have a minimum of experience of 3 years (FY - 2018 - 2022) in delivering Recruitment services to companies and corporates for IT & Digital roles	Submit the undertaking on Company's letter head
6	The bidder should have recruited 50+ candidates per year for FY 2020, 2021, 2022 each and a cumulative total of 200+ candidates across FY 2020, 2021, 2022	Certified copy of Invoice and Purchase order from clients showing completion of recruitment to be submitted
7	In the last 3 years (FY - 2020, 2021, 2022), the bidder should have recruited cumulative of 50+ candidates in atleast 7 streams combined from the mentioned 15 streams (Streams mentioned in the table below) for which the requirements have been proposed	Certified copy of Invoice and Purchase order from clients showing completion of recruitment to be submitted
8	The bidder should have past experience of offering recruitment services with IT Company/Private Bank/Public Sector Banks/Public Sector Units/Financial Services Industry companies in India	Certified copy of Purchase Order and Invoice clearly mentioning the client name and date
9	The Bidder should be willing and able to provide on ground support in Mumbai	Letter of Confirmation on the Company's letterhead
10	At the time of bidding, the Bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit an undertaking on Company's letter head

11	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last 2 years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	Submit an undertaking / self-declaration on Company's letter head
12	Bidder/Testing Platform provider should not have - NPA with any Bank /financial institutions in India - Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank	Submit an undertaking / self-declaration on Company's letter head
13	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate

Please also enclose the following

1. Covering letter certifying eligibility criteria compliance
2. Letter of authorization from the company authorizing the person to sign the tender response and related documents.
3. A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.
4. Credential letters/Purchase orders/Supporting documents
5. Application Money Transaction Details (NEFT/RTGS)

We hereby declare that all the information /details furnished as part of RFP response are

factually correct. Authorized Signatory Name:

Designation:

Bidder's Corporate

Name Address

Email and Phone #

Annexure 2D: Authorization Letter Format

[To be given on Company letter head]

Authorization to sign documents* pertaining to bid submission against RFP
No. _____ for appointment of service provider.

It is certified that service provider/firm M/s..... having its registered office
at..... is submitting a bid proposal against RFP No.for appointment
of service provider in Central Bank of India.

In connection with the above Shri.....working with the company as.....has
been duly authorized to sign bid proposal documents or any other documents related to this bid
submission.

Company/firm is liable of the consequences arising by the act of signing bid documents by

Shri

Specimen Signature:	Signature:
Name of designated authorized Signatory:	Name of Signatory:
Designation:	Designation:
(Seal of company)	(Seal of company)
Date:	Date:
Place:	Place:

Annexure 2E: Board Resolution

CERTIFIED TRUE COPY OF THE MEETING OF THE BOARD OF DIRECTORS OF (BIDDER) HELD ON _____ AT _____

“RESOLVED THAT _____ and _____, Directors/Officers of (Bidder) whose specimen signatures appear below be and hereby jointly and severally authorized to do all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid and finalization of our tie-up with the Central Bank of India (“Bank”) in response to the Request For Proposal dated _____ issued by the bank, on behalf of the Company, including but not limited to signing and submitting all applications. Bids and other documents and writings, participating in bidders’ and other conferences and providing information/responses to the Bank, representing the Company in all matters before the Bank and generally dealing with the Bank in all matters in connection with a relating to or arising out of our bid and the bid process and is authorized to negotiate and conclude the tie-up.

Specimen Signature _____

Name:

Designation:

Specimen Signature _____

Name:

Designation:

Certified true copy for and on behalf of (Bidder)

Signature of the Authorized Person with date

Name of the Authorized Person :

Company rubber stamp/seal:

Annexure 2F - Purchase Preferences to Micro and Small Enterprises (MSEs) and Startups

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

B. MICRO & SMALL ENTERPRISES [MSEs]: Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.- 33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- a) MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - District Industries Centers or
 - Khadi Village Industries Commission or
 - Khadi & Village Industries Board or
 - Coir Board or National Small Industries Corporation or 1.1.5.Directorate of Handicrafts & Handloom or 1
 - Any other body specified by the Ministry of Micro, Small & Medium Enterprises
- b) For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- c) MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
- d) Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank
- e) The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

II. Relevant Relaxation and Exemptions for Start-ups, if any, would be applicable as per the latest Government of India guidelines. Bidding agency should submit the relevant latest guideline/document detailing the said relaxation as part of the Bid.

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

Annexure 2G - Purchase Preference linked with Local Content (PP-LC)

Procurement through Local Suppliers (MAKE IN INDIA): Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2, 3, 5, 10 & 13) of Order No P-45021/2/2017-B.E.II dated 15.06.2017 as amended by Order no. P-45021/2/2017- BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised "Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

The salient features of the aforesaid Order are as under:

1. Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. The margin of purchase preference shall be 20 %, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

Verification of Local contents:

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per **Annexure-1G**. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020
2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect respectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II).
4. In the procurements of goods or works, which are covered by para 3(b) of Order No.P-45021/2/2017-B.E.-II dated 16-09-2020 and which are not divisible in nature, and in

procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities

5. Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

Annexure 1 G: Certificate of Local Content for Make in India (MII)

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with .Registration Number with seal.)

Date:

To,
The General Manager HRD,
Central Bank of India, Central
Office 17th Floor,
Chandermukhi, Nariman Point
Mumbai - 400021

Dear Sir,

Ref.: RFP No.: _____ Dated: _____

1. This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above-mentioned RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.
3. _____ (Details of Locations where value additions are made and break up of local content percentage should be provided)

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization: Address of Company / Organization:

Date:

Name of Authorized Representative: Signature of Authorized Representative:

Annexure 2H - Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder as well as the OEM/
Manufacturer duly signed by an authorized signatory

CERTIFICATE

(On letter head of the Company/
Firm)

To,
The General Manager
HRD,
Central Bank of India, Central
Office 17th Floor,
Chandermukhi, Nariman Point
Mumbai - 400021

Request for Proposal (RFP) Ref:

1. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"
2. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on subcontracting to contractors from such countries;
3. I certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority.
4. I hereby certify that we fulfill all requirements in this regard and are eligible to be considered. (Where applicable, evidence of valid registration by competent authority shall be attached)

Place:

Date:

Signature:

Name &

Designation

Company Seal

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

Annexure 2I – Undertaking (Land Border Sharing)

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

Date:_____

To,
The General Manager-IT
DIT, Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Navi Mumbai – 400614

Sir,

Subject: RFP 277/2022-23 for Engagement of Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills

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 our captioned RFP and in this connection we hereby declare, confirm and agree as follows:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

- 1 “I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that _____ is not from such a country.
- 2 “I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]”

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent

Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]”

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. 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 rights 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 through our Authorized signatory/ ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this _____ by _____ 20__

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder’s Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

- 1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)
- 2. _____
- 3. _____
- 4. _____

Annexure 3A: Bid Security (Earnest Money Deposit)

To
The General Manager
HRD Central Bank of India
17th Floor Chandermukhi,
Nariman Point
Mumbai – 400021

Dear Sir,

In response to your invitation to respond to your RFP for _____, M/s _____ having their registered office at _____ (hereinafter called the Bidder“) wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the “Bidder“ has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs 4,00,000.00 (Rupees Four Lakh Only) as bid security as required to be submitted by the Bidder“ as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees Four Lakh without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. 4,00,000.00 (Rupees Four Lakh Only)
2. This Bank guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only upon service of a written claim or demand by you on or before _____

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____ .

Yours faithfully,

For and on behalf of _____

Bank Authorized Official

Annexure 03B - Bid Security Declaration

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

Date

To
The General Manager
HRD Central Bank of
India
17th Floor
Chandermukhi
Nariman Point
Mumbai – 400021

Dear Sir,

Subject: Request for Proposal (RFP) for Engagement of Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills.

We _____ (bidder name), hereby declare that if we withdraw/modify our bids during period of bid validity, our participation in future tenders is liable to be suspended for 2 years from the date of submission of Bid.

We, also hereby declare that:

1. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract and
2. In case, we become successful bidder and if:
 - a) we fail to execute Contract within the stipulated time or
 - b) we fail to furnish Performance Bank Guarantee within 30 days from the issue of letter of intent as stipulated in this RFP document. Then, our participation in future tenders is liable to be suspended for 3 years from the date of submission of bid.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address: Email and Phone #

Annexure 04 – Undertaking Letter

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

To
The General Manager HRD
Central Bank of India,
17th Floor, Chandermukhi, Nariman
Point Mumbai 400 021

Sir,

Sub: Engagement of Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 120 days from date of Commercial bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent-
 - ii. Amount and Currency in which Commission paid / payable-
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by..... 20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address Email and Phone #

Annexure 05 - Comments Format (Bid query format)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide reference of the page number, state the clarification point and the comment/suggestion/deviation that you propose as shown below]

Name of the Bidder:
 Contact Person from Bidder in case of need.
 Name:
 Tel No:
 e-Mail ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Authorized
 Signatory Name:
 Designation:
 Bidder’s Corporate Name
 Address
 Email and Phone # Date:

Annexure 06 – Conformity Letter

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

Date

To
The General Manager
HRD Central Bank of
India,
17th Floor,
Chandermukhi,
Nariman Point
Mumbai 400021

Sir,

Sub: : Engagement of Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No.hereinafter referred to as "RFP") issued by Central Bank of India ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone #

Annexure 07– Letter of Undertaking from OSD / OEM

(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized *signatory*)

To
The General Manager
HRD Central Bank of
India,
17th Floor,
Chandermukhi,
Nariman Point
Mumbai 400 021

Sub: : Engagement of Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills

Sir,

We..... (Name of the OSD / OEM) who are established and reputable manufacturers / developers of having factories at, and...do hereby authorize M/s..... (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of..... which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s. during the 2 year contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s not being able to fulfill its obligation as M/s vendor in respect of the terms defined in the RFP,(OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorized Signatory (Name, Designation, Phone No., Email, etc.)

Annexure 08 – Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OSD/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To
The General Manager
HRD Central Bank of
India,
17th Floor,
Chandermukhi,
Nariman Point
Mumbai 400

021 Sir,

Sub: Engagement of Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized
Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 09 – Performance Bank Guarantee

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To
The General Manager
HRD Central Bank of
India,
17th Floor,
Chandermukhi,
Nariman Point
Mumbai 400 021

WHEREAS M/S.....(Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at,
(Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Central Bank of India (CBI) vide their Purchase Order no.....
Dated (herein after referred to as "PO") for.....
.....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for.....
.....(herein after referred to as "RFP"), the vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs /- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of Bidder, WE,....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's.....Office at and a branch interalia at India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address), through our local office at..... India furnish you the BANK GUARANTEE in manner

hereinafter contained and agree with you as follows:

1. Wedo hereby expressly, irrevocably and unconditionally undertake to pay the

amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs...../-(Rupees

..... only) against any loss or damage caused to or suffered by or that maybe caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith merely on demand pay to you such sum or sums not exceeding the sum of Rs /-.

(Rupees

..... only) as may be claimed by you on account of breach on the part of the Vendor Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur and also without referring to the Vendor. Any such demand made by Central Bank of India shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... /-(Rupeesonly) as aforesaid or extend the period of the guarantee beyond the said(date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of

- suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
 8. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
 9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
 11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
 12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
 13. Notwithstanding anything contained herein above;
 - a) our liability under this Guarantee shall not exceed Rs. /- (Rupeesonly)
 - b) this Bank Guarantee shall be valid and remain in force up to and including the date and
 - c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand within 3 months of the expiry of this guarantee or during the validity period of the bank guarantee.
 14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of

Branch Manager Seal and Address

Annexure 10 – Technical Bid Format

Technical Evaluation Criteria				
Maximum Score				250
Category	Criteria	Scoring Criteria	Marks Obtained (M)	Proof to be submitted
Bidder's Resource Strength	Total no. of Recruiters (including SMEs)	Number of Recruiters ≥ 50 : 20 Marks 50 > Number of Recruiters ≥ 30 : 15 Marks 30 > Number of Recruiters ≥ 15 : 10 Marks 15 > Number of Recruiters ≥ 10 : 5 Marks Number of Recruiters < 10 : 0 Marks		Undertaking on Company's letterhead (Please specify the No. of recruiters)
	Recruiters for IT & Digital roles (including SMEs)	Number of Recruiters ≥ 20 : 20 Marks 20 > Number of Recruiters ≥ 10 : 10 Marks 10 > Number of Recruiters ≥ 5 : 5 Marks Number of Recruiters < 5 : 0 Marks		
Bidder's Footprint	It is preferred for the bidder to have office locations at multiple cities. Preferred locations are Mumbai, Delhi NCR, Bangalore, Pune, Hyderabad, Chennai			Undertaking on Company's letterhead (Please specify the Name of cities)
	# of cities from the preferred list which house the Agency's office (Scoring will be based on the number of cities in which the agency has offices)	Number of Cities ≥ 5 : 20 Marks; 5 > Number of Cities ≥ 3 : 15 Marks; 3 > Number of Cities ≥ 1 : 10 Marks; Number of Cities < 1 : 0 Mark		
	Other cities (not in the preferred list) in India which house the Agency's office	1 mark per city (maximum of 5 cities) (Max. 5 Marks)		
Past Experience of Direct engagement for Recruitment (Engaging directly with the client of the particular industry)	Scoring to be done based on number of companies in the given category * the score for each. Maximum of 5 companies to be considered for any subcategory	Marks per company in the sub-category Maximum of 5 companies to be considered for any subcategory		Work Completion certificate for each client. In case of ongoing contract/work, declaration of the customer on respective letter head (Please specify the Name of clients)
	With Indian Public Sector Banks	3 Marks (Max. 15 Marks)		
	With Indian (Non-Banking) Public Sector Units	2 Marks (Max. 10 Marks)		
	With Indian Private Banks	2 Marks (Max. 10 Marks)		
	With Technical & IT Companies in India	2 Marks (Max. 10 Marks)		
Category	Criteria	Scoring Criteria	Marks Obtained	
Past experience of recruiting across various streams in the last three financial	Role subcategory (Maximum marks for each stream: 5)			Purchase order and work completion certificate for each (Please specify the Name of clients)
	Software Development	Number of Recruits ≥ 20 : 5 Marks;		
	Data Modelling, Visualization, Engineering & Statistics	20 > Number of Recruits ≥ 10 : 3 Marks;		
	Data Management & Governance	10 > Number of Recruits ≥ 5 : 2 Marks;		
	DevOps	Number of Recruits < 5 : 0 Mark;		
	UAT & QA Testing			

Engagement of Specialised Recruitment Agency for hiring contractual resources proficient in Technical & Digital skills

Tender ref: CO:HRD:R&P:DM:202223:277

years	Integration Architecture			
	Infrastructure			
	Cloud Technologies			
	UI/UX Design			
	Cybersecurity			
	Platform Support & Management Roles for critical bank platforms			
	Digital Marketing			
	Strategy & Fintech Partnerships			
	Centre of Excellence			
	Product Management			
Skill Assessment Platform	Question Library			Bidder to share a declaration on Company's letterhead along with screenshots validating the proofs. If the tool is a 3rd party tool, bidder to also share the Purchase Order/Invoice/signed Contract with the Platform Agency detailing the duration of the contract.
	MCQ type questions	Number of Questions >= 5000: 5 Marks; 5000 > Number of Questions >= 3000: 3 Marks; 3000 > Number of Questions >= 1000: 2 Marks; Number of Questions< 1000: 1 Marks;		
	Skill application type questions	Number of Questions >= 2000 : 10 Marks; 2000 > Number of Questions >= 1000 : 7 Marks; 1000 > Number of Questions >= 500 : 4 Marks; Number of Questions < 500: 1 Marks;		
	# Of Streams covered from the shared list of Streams	Number of Streams = 15 : 10 Marks; 15 > Number of Streams >= 10: 7 Marks; 10 > Number of Streams >= 5: 4 Marks; Number of Streams < 5: 1 Marks;		
	Security Measures			
	Image Proctoring	Yes/No Yes: 5, No: 0 for each security measure		
	Video Proctoring			
	IP Proctoring			
	Candidate ID Verification			
	Plagiarism Tests			
System Lock				
Mobile detection				
Multi People detection				

Relevant proofs along with details in the format of Annexure 13 and 14 to be shared as part of the Bid.

Annexure 11 – Commercial Bid Format

Sir,

Sub : Engagement of Specialised Recruitment Agencies for hiring contractual resources proficient in
Technical & Digital skills

We give below our consultancy fee for the services to be rendered by us as per the scope of consultancy given in the “Engagement of Specialised Recruitment Agencies for hiring contractual resources proficient in Technical & Digital skills”. The below quoted price is inclusive of all services that will be incurred during the recruitment process. The bank will not be charged any additional cost.

Streams	Examples/Explanation	Experience range	Number of vacancies	Price per candidate (in INR)	Price Per Candidate * Number of Vacancies (in INR)
Cloud Technologies	Cloud Architects, Cloud Security Specialists	6-8	4		
		8-10	1		
Cybersecurity	Cybersecurity Engineers	10-12	1		
		6-8	1		
		8-10	1		
Data Management & Governance	Data Architects, ETL Developers	10-12	1		
		4-6	5		
		6-8	1		
		8-10	1		
Data Modelling & visualization, Data Engineering, Statistics	Data Scientists, Data Engineers, Statisticians	4-6	8		
		6-8	6		
		8-10	2		
DevOps	DevOps Engineers, ML Ops Engineers	2-4	4		
		4-6	2		
		6-8	1		
Digital Marketing	Marketing Head, Content Head	10-12	1		
		6-8	3		
		8-10	3		
Infrastructure	Infrastructure Engineers	10-12	1		
		4-6	4		
		6-8	3		
		8-10	2		
Integration Architecture	Integration Architects	10-12	1		
		4-6	3		
		6-8	1		
		8-10	1		
Platform support roles for the critical banking systems	Production Support Lead, Platform	4-6	40		
		6-8	9		
		8-10	4		

	Managers, Developers for Platform support for CBS, LOS/LMS, Mobile App etc.				
Software Development	Tech Leads, Engineering Managers	10-12	1		
		6-8	10		
Testers	QA Testers, UAT Testers	2-4	8		
		4-6	10		
		6-8	2		
UI/UX Design	Design Specialists	4-6	3		
		6-8	1		
		8-10	1		
Centre of Excellence	Managers to manage the shared pool of resources with various skill sets	12+	1		
Strategy & Fintech Partnerships	Strategy Heads, Fintech Partnership Managers	8-10	2		
		10-12	1		
Total Value of Quotation (C)		=Sum of (Quoted Price per candidate)*(# of estimated candidates in the stream and years of experience)			
*Though the total vacancy is for 155 candidates, the Bank expects to release a Purchase order of minimum 50+ resources for the current requirement.					
** Applicable taxes will be paid as per actuals					

Authorized Signatory(ies)

Name: Designation:

Contact Number:

Name of the firm:

Address:

Official Seal of the Firm/Company

Place:

Date:

(Note: For the purpose of evaluation, the quote excluding Tax will only be considered. The Commercial Bid should contain the total project cost, on a fixed cost basis. The annual maintenance and technical support cost will be released in a phased manner during the tenure of 5 years. The Bank will not provide any reimbursement for travelling, lodging/boarding, local conveyance or any other related expenses.)

(The Consultancy fee shall be quoted for initial project period of 5 months. However, bank may extend the project period for further two periods of 3 months each.

The cost of the extended period shall be proportionally same as that of the initial period and will be arrived at by logic given below:

Consultancy for 5 months (say Rs A) and for rest period of 3 months = $A/5 \times 3$ for each extension of 3 months)

Annexure 12 – Integrity Pact

(Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-12 duly stamped for Rs. 500/- (Five Hundred only) or as per the rates notified at place of execution of agreement. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process).

PRE CONTRACT INTEGRITY PACT

1.GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 20____, between, the Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandramukhi, Nariman Point Mumbai-400021, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri_____, (Designation of the officer) representing _____ of the BUYER, of the FIRST PART AND

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

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

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

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

the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

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

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

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

COMMITMENTS OF THE BUYER

3. The BUYER commits itself to the following:-

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

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

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this

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

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

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

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

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

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

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

5. PREVIOUS TRANSGRESSION

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

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

6. EARNEST MONEY (BID SECURITY)

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

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

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case

of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction
for violation of this Pact.

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

7. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

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

(vi) To cancel all or any other contracts with the BIDDER/SELLER /CONTRACTOR /SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

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

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

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

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

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

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

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

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed 1. Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

2. Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]

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

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

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

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

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

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

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place

Date –

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure 13 - Profile of Account Manager and Core team members (in Firm's letter head)

To
The General Manager
HRD Central Bank of
India,
17th Floor,
Chandermukhi,
Nariman Point,
Mumbai 400
021 Sir,

Sub: RFP for Engagement of Specialised Recruitment Agencies for hiring contractual resources
proficient in Technical & Digital skills

Profile of Proposed Account Manager and Core team members (separately for each member)	
Name	
Present Designation	
Qualifications	
Nationality	
Years in the firm & Total Work experience	
Language Proficiency	
Areas of expertise relevant to RFP	
Role in proposed assignment	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished

Annexure 14 – Details of past implementations

Please provide details of prior experience in Empanelment of recruiting technically skilled resources on Contract/Regular basis.

For each prior experience reference that the bidder wants to highlight, one sheet in the below template must be submitted as part of the technical bid in the proposal.

<u>Pointers for Past Implementation</u>		
1	Number of years of Experience in Recruitment of IT resources. (with specific to Banking Sector if any)	
2	Year wise break up of IT resources recruited in last 3 year for different roles along with Description as under:	
		No of Resources recruited (Mention years as well)
Year 1	Description of Skill 1 / Role 1	
	Description of Skill 2 / Role 2	
	Description of Skill 3 / Role 3	
	so on	
	TOTAL	
Year 2	Description of Skill 1 / Role 1	
	Description of Skill 2 / Role 2	
	Description of Skill 3 / Role 3	
	so on	
	TOTAL	
3	Number of Technical Recruiters available with the Agency	
4	Recruitment Methodology proposed for the Bank	
5	Platforms partners tie-up for conducting Practical and Theoretical tests	
6	Time period for shortlisting resources (completing all rounds of evaluation)	
7	Big IT Companies and Banks for whom the agency has onboarded resources in last 3 years	
8	Commercial Model and Terms of Reference proposed for the Bank	
9	Special Capabilities if any which will help the Bank in the Recruitment process	

Authorized
Signatory
Name:
Designation:
Bidder's Corporate
Name Address
Email and Phone #

Annexure 15- Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2022
Between

_____ a company incorporated under the Companies Act, 1956/2013 having its registered office at _____ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "BANK" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

Thebidder and BANK are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes 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, or (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.

2. Non-Disclosure

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its employees, consultants, auditors, sub-contractors ("Representatives") consultants only if such representatives has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such 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.

3. Publications

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term

This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. Title & Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information.

Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

7. Remedies

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

8. Entire Agreement, Amendment and Assignment

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

9. Governing Law and Jurisdiction

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai City.

10. General

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity

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

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____