

**Request for Proposal (RFP)**



**INVITATION FOR EMPANELMENT OF HUMAN RESOURCE RECRUITMENT CONSULTANTS FOR HIRING MANPOWER IN SENIOR MANAGEMENT POSITIONS IN THE BANK & BANK'S WHOLLY OWNED SUBSIDIARIES**

**RFP Reference: RFP: HRM: 112: 340**

Date: January 08, 2020

**REQUEST FOR PROPOSAL (RFP) for Empanelment of Human Resource Recruitment Consultants for hiring manpower in Senior Management positions in the Bank & Bank's wholly owned subsidiaries**

**Key Information on the RFP Response Submission**

<b>S. No.</b>	<b>Particulars</b>	<b>Timeline</b>
1.	RFP Issuance Date	January 08, 2020
2.	RFP Co-ordinator	Mr. Swapna Bandopadhaya, DGM (Strategic HR & OD) Human Resources Management Department 6 <sup>th</sup> Floor, Head Office, Baroda Bhavan, R.C.Dutt Road, Alkapuri Vadodara - 390007
3.	Telephone	+91 265-2316605
4.	Email id	<a href="mailto:Swapna.Bandopadhyay@bankofbaroda.com">Swapna.Bandopadhyay@bankofbaroda.com</a>
5.	Last Date of Written request for Clarifications Before the Pre-bid Meeting	3:00 pm on January 13, 2020 Email with clarifications to be mailed to <a href="mailto:Swapna.Bandopadhyay@bankofbaroda.com">Swapna.Bandopadhyay@bankofbaroda.com</a>
6.	Pre-bid Meeting	4:00 pm on January 20, 2020 Address: Conference room 6 <sup>th</sup> Floor, Head Office, Baroda Bhavan, R.C.Dutt Road, Alkapuri Vadodara - 390007
7.	Last Date and Time of Receipt of RFP Response	5:00 pm on January 29, 2020
8.	Time and Date of Opening of Technical Bids	3:00 pm on January 30, 2020 Conference room 6 <sup>th</sup> Floor, Head Office, Baroda Bhavan, R.C.Dutt Road, Alkapuri Vadodara - 390007
9.	Time and Date for Technical Presentations	Will be communicated subsequently by the Bank
10.	Address for Response Submission	HRM Department 6 <sup>th</sup> Floor, Head Office, Baroda Bhavan, R.C.Dutt Road, Alkapuri Vadodara - 390007

S. No.	Particulars	Timeline
11.	Application Money	INR 10,000/- (Rupees Ten Thousand Only)
12.	Proposal Security (Earnest Money Deposit or EMD) (through Demand Draft or Bankers Cheque)	INR 3,00,000/- (Rupees Three Lakh Only)

***N.B: The above dates are tentative and subject to change without any prior notice or intimation.***

## **Definition of Terms used in the RFP:**

Following terms are used in the document interchangeably to mean:

1. "Assignment" means the work to be performed by the Empanelled Applicant pursuant to the Contract
2. "BCC" means Baroda Corporate Centre
3. "HO" means Head Office
4. "Work Order" or " Empanelment Agreement" means the agreement signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP
5. "Personnel/ Resources" means professionals and support staff provided by the Empanelled Applicant
6. "Proposal/ Bid/ Tender" means Response to the RFP Document
7. "RFP" means Request for Proposal
8. "Respondent, Recipient, Vendor, Bidder and consultant" means interested and eligible applicants responding to this RFP
9. "Successful/ Selected Bidder" means the Bidder selected as the successful Bidder by the Bank in accordance with this RFP
10. "Manpower services" means all services, scope of work and deliverables to be provided by the Bidder as described in the RFP.

### **Confidentiality**

This document is meant for the specific use by the Organisations interested in participating in the RFP process. This document in its entirety, is subject to Copyright Laws. Bank of Baroda expects the Bidder or any person acting on behalf of the Bidder to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Recipient will be held responsible for any misuse of information contained in the document, and is liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By virtue of issuance of this RFP document, the Recipient is subject to the confidentiality clauses.

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## 1 Introduction

### 1.1 Background and Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Baroda Corporate Centre, Bandra Kurla Complex, Bandra East, Mumbai – 400051 & Head Office at Baroda Bhavan, R.C.Dutt Road, Alkapuri, Vadodara-390007 (hereinafter referred to as the “BOB/Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this proposal document, hereinafter called RFP, to Firms hereafter called as “Bidders or Organisations or Applicants or Firms or Vendors or Consultants” to participate in the RFP process for the “Empanelment of Human Resource Recruitment Consultants for hiring manpower in Senior Management positions in the Bank & Bank’s wholly owned subsidiaries”.

Bank of Baroda is the second largest Public Sector Banks in India with international operations in 23 countries. In India, the Bank has an extensive branch network of 9445 branches and approx. 13400 ATMs. Bank of Baroda has a reputation of being at the forefront in the usage of technology. The Bank’s HR policies and processes are aimed at all-round development of the Bank’s talent. The Bank has been a pioneer of several leading HR practices.

The Banking environment has undergone a sea change in the last decade. The advent of technology, creation of new business arena, innovation in the products/service delivery and the competition has brought the Banking sector to the brim wherein innovation and being pioneer has become the need of an hour in capturing the new business. There is a requirement for personnel in the top echelon to draw strategic plans, company policies and make decisions on the direction of the business and to meet such requirements in the Senior Management positions, the Bank wishes to empanel a set of qualifying firms as “**Human Resource Recruitment Consultants**” to support the Bank for recruitment of manpower in Senior Management positions on regular/contract basis in the Bank & the Bank’s wholly owned subsidiaries from open market.

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

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (‘the Bank’) to empanel Manpower Recruitment Consultants for facilitating recruitment of manpower in Senior Management positions on regular/contract basis in the Bank and the Bank’s wholly owned subsidiaries.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to appropriate documentation being agreed between the Bank and the eventual successful bidder.

## **1.2 Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable as on 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 advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

## **1.3 For Respondent Only**

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient") and no other person or organization.

## **1.4 Confidentiality**

- 1) All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder.
- 2) The Consultant shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Consultant obligation under this Agreement.
- 3) The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.



- 4) The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.
- 5) The Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and these requirements have been fully complied with.
- 6) The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing it's any obligations under this Agreement.
- 7) It shall be the incumbent duty of the Consultant to undertake not to disclose any business related information of BOB to any third person and the Consultant shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Consultant nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.
- 8) However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
  - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
  - Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure;
  - Was disclosed or parted with the prior consent of BOB;
  - Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
- 9) The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

Notwithstanding above BOB shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.
- 10) The provisions of this Clause shall survive the termination of this Agreement.

## **1.5 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisors 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, 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 advisors.

## **1.6 Costs Borne by Respondents**

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

## **1.7 No Legal Relationship**

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

## **1.8 Recipient Obligation to Inform Itself**

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

## **1.9 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 Organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review carried out by a Recipient. The

Recipient unconditionally acknowledges by submitting the response to this RFP document that the organization has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

### **1.10 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications. Notification should be sent to the email mentioned in the **Key Information on the RFP Response Submission**

### **1.11 Acceptance of Terms**

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document in totality without any condition whatsoever.

## 2 TECHNICAL PROPOSAL

### 2.1 RFP Response Submission

#### 2.1.1 RFP Response Submission Details

Technical proposal should comprise of one hard copy (Word format) and one soft copy (Adobe.pdf non-editable/password protected on CD/Pen drive). Hard copy of the Technical proposal should be a complete document and placed in a sealed envelope super scribed as "HARD COPY OF TECHNICAL BID". The soft copy of the Technical proposal should be submitted on a CD/Pen drive sealed in an envelope marked as "SOFT COPY OF TECHNICAL BID". These two sealed envelopes should be placed in a single sealed envelope super scribed as "TECHNICAL BID FOR PROVIDING MANPOWER SERVICES FOR SENIOR MANAGEMENT POSITION IN THE BANK & THE BANK'S WHOLLY OWNED SUBSIDIARIES – NAME OF THE BIDDING COMPANY".

The Proposal should also have the Application Money Demand Draft and the EMD as specified in below mentioned paras.

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

The sealed bid envelope should be delivered at the above address. Bids submitted anywhere else would be liable for rejection.

The eligibility and technical envelop should have the following documents:

1. Supporting documents fulfilling the eligibility criteria as detailed in **Section 3**.
2. Technical Proposal Response containing the following:
  - i. Profile of the Organization
  - ii. Experience of the applicant in recruitment for Top/Senior Management positions with specific focus in Banking sector.
  - iii. Methodology of the applicant for recruitment of manpower for Top/Senior Management positions.
  - iv. Dedicated Team support of the applicant with relevant education background, experience and credentials for recruitment in Top/Senior Management positions with specific focus on Banking.
  - v. References, if any, from present/previous clients on the Clients Letter Head.
3. Bid security / EMD in the form of DD/ Bankers' Cheque in favour of Bank of Baroda drawn at Mumbai.
4. Application Money Demand Draft.

5. All Annexure as per RFP should be on the Company's letter head with authorizing person's signature and company seal on all pages.
6. All supporting documents fulfilling the eligibility criteria in support of Technical specifications.
  - a. Letter of Authorization for Submission of Response as per **Annexure 1**
  - b. Cover letter as per **Annexure 2**
  - c. Undertaking as per **Annexure 3**
  - d. Conformity Letter as per **Annexure 4**
  - e. Credentials as per **Annexure 5**
  - f. A copy of the RFP along with the addendum/corrigendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

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

1. **Name of the Bidder** :
2. **Type of Offer** : **Technical compatibility**
3. **Date of Submission** :
4. **Contact name, number (mobile) and email address of the single point of contact of the Bidder's representative for this RFP** :

**The RFP response document should be submitted to the Bank in Original.**

#### **2.1.2 Numbering of pages in the proposal/response**

All the relevant pages of the response are to be numbered and signed by an authorized signatory on behalf of the Respondent. The number should be a unique 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.

#### **2.1.3 Application Money**

Application Money as mentioned in "**Key Information on the RFP Response Submission**" by way of Demand Draft/Bankers cheque favouring 'Bank of Baroda', payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Firm where application money has not been furnished with the RFP response.

#### **2.1.4 Earnest Money Deposit**

The Firm will have to submit the Earnest Money Deposit (EMD or Bid Security) while submitting their bid at the rate stipulated by the Bank in the section on "**Key Information on the RFP Response Submission**". The Earnest Money Deposit is required to protect the Bank against the risk of the Selected Organizations' conduct.

The EMD shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft/ Banker's Cheque favouring "Bank of Baroda" payable at Mumbai as per the details mentioned in "**Key Information on the RFP Response Submission**". Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The EMD of the Respondents may be forfeited by the Bank if the Respondent withdraws its bid during the bid validity period.

**Unsuccessful Firms who have not been selected** –The EMD will be returned by the Bank within two weeks from closure of the selection process. No interest shall be paid on the EMD.

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

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

### **2.1.5 Registration of RFP Response**

Registration of the RFP Response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP Response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP Response is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

### **2.2 Validity Period**

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 90 days from the last date of opening of RFP responses.

The Bank shall have the right at its sole and absolute discretion to continue the assignment with the Empanelled Applicant/s for future requirement on the rates finalized in this processing for various items/activities as described in the Price Bid (to be submitted after empanelment), or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the Bank may solicit the Empanelled Applicant/s consent to an extension of period of validity.

### **2.3 Duration of Empanelment**

Post the evaluation process, the shortlisted applicants will be empanelled for a period of **3 years** during which Bank may, at its discretion, issue a work order with the Empanelled Applicant/s for hiring manpower in Senior Management positions in the Bank & the Bank's wholly owned subsidiaries.

### **2.4 Communication on the RFP**

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as an Addendum/ corrigendum to the RFP and will be published on the Bank's website under the Tenders section. However, the Bank will not respond to any communication initiated by the Recipient(s) beyond the dates provided in **"Key Information on the RFP Submission"**.

The Bank may in its absolute discretion seek any additional information/ clarification from any Respondents on the RFP Response as part of the evaluation process and all such information and material provided must be taken to form part of that Recipient(s) Response to the RFP.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Recipient(s) via email. If the Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, the Bank reserves the right to communicate such response to all Recipient(s).

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

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

## **2.5 Notification**

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

## **2.6 Disqualification**

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

## **2.7 Language of Technical Proposal**

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

## **2.8 Formats of Bids**

The Respondents should use the formats prescribed by the Bank in submission of the RFP Response.

## **2.9 Timeframe**

The timeframe has been provided at the start of this document for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

## **2.10 Late Submission or Rejection of Bid Submission**

Timely submission of responses is strongly encouraged and recommended. Proposal submissions after the lodgement deadline shall be documented by the Bank and may be considered and evaluated/rejected at the absolute discretion of the Bank. However, the Bank has no obligation to accept or act on any reason for a late proposal response.



The Bank has no liability to any Respondent who lodges a late proposal submission for any reason whatsoever.

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

1. Submission of Technical Proposal after the Time stipulated in this RFP Document.
2. Misleading/ incomplete information/ submission of improper/ incomplete documentation.
3. Technical Proposal submission without the Respondent's name
4. Envelopes are not in order as directed in this document

### **Related Parties:**

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

- a) Proposal/Responses submitted by the holding company and its subsidiary
  - b) Proposal/Responses submitted by two or more companies having common director/s
  - c) Proposal/Responses submitted by two or more partnership firms / LLPs having common partners
  - d) Proposal/Responses submitted by two or more companies having the same group of promoters/ management
  - e) Any other Proposal/Responses in the sole discretion of the Bank is in the nature of multiple proposals.
- Related parties should not submit more than one bid. In case there are multiple submissions by the same organisation, the first submission will be treated as final and all other subsequent submissions/ bids shall be rejected by the Bank.
  - Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.

The Bank shall be under no obligation to accept any offer received in response to the RFP and shall be entitled to reject any or all of the offers without assigning any reason whatsoever. Bank has full rights to reissue the RFP for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Respondent.

### **2.11 Pre Bid Queries:**

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning

the relevant Page number and clause number of the RFP. All communication regarding points requiring clarifications on doubts, if any, shall be given in writing to the RFP Co-ordinator by the intending Bidders before the timelines specified.

A Pre-Bid meeting shall be arranged as per the details mentioned under "**Key Information on RFP Response Submission**". The queries may be forwarded to [Swapna.Bandopadhyay@bankofbaroda.com](mailto:Swapna.Bandopadhyay@bankofbaroda.com) as per the information provided by the Bank.

### **IMPORTANT POINTS TO BE NOTED**

- a) The sealed bid envelopes should be delivered to the RFP Co-ordinator at the postal address mentioned in the point "**Key Information on the RFP Response Submission**". The Bank has nominated the RFP Co-ordinator to manage the bid process on behalf of the Bank.
- b) All the queries and communication must be addressed to the RFP Co-ordinator from the Bank.
- c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate document, the original document will prevail.
- d) All letters must be addressed to the RFP Co-ordinator.
- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses). All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank, form part of the final contract between the Bank and the selected Respondent.
- f) Unsigned responses would be treated as incomplete and are liable to be rejected.

### 3 Eligibility cum Technical Bid

#### Respondents Eligibility Criteria:

- i) The Applicant should have been in existence in India for minimum 5 preceding years continuously and should have minimum 3 years' experience (in India) in filling top & senior management positions in addition to providing manpower with specialized/ technical skills including support staff to Govt/PSU Organizations etc.
- ii) The Applicant should be in the line of business for which RFP is issued and possess experience of providing end-to-end recruitment services (in India) during the previous -3- years to large organizations with employee strength of minimum 10000 and/or annual turnover of at least Rs. 500 crores.
- iii) The Bidder should have registered office in India and must be incorporated or registered under any of the following Acts – Indian Companies Act 1956/2013 Society Registration Act 1860.
- iv) The bidder should have an average annual turnover of at least Rs. -50- crores during the previous -3- financial years from its Indian Operations.
- v) The bidder should not have been blacklisted or debarred by any Govt/PSU/ Statutory/ Regulatory Authority etc. He should furnish an undertaking to this effect on his letter head duly signed by authorized person of the bidder.

The Applicant is required to provide documentary evidence fulfilling the eligibility criteria on company's letter with supporting documents (point i to iv) and self-declaration (point v), may be duly signed by the authorized representative.

Interested Applicant, who are providing solution as briefly explained above and meeting the Eligibility Criteria may respond to this RFP. **Applicant are required to provide supporting documents like work orders, details of its offices/ representatives at various locations, duly authenticated, Audited balance sheets clearly indicating the revenue from line of business of providing recruitment solutions etc. The documents are required to be signed by the authorized signatory of the company with the company's seal.**

The Applicant needs to comply with all the eligibility criteria mentioned above to be evaluated for Technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the applicant's proposal. The Applicant should enclose proof in support of all eligibility criteria while submitting the Technical Proposal, failing which the Technical Proposal will not be considered for further evaluation. There is no restriction on the number of credentials an Applicant can provide, however all credentials should be appropriately bound, labeled and segregated in the respective areas.

The Bank may, at its own discretion relax one or more of the above conditions for the Applicants who have already provided similar services to another Public Sector Bank.

The Proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process.

Applicant/s who meet these criteria would only qualify as empanelled applicant. The Applicant would also need to provide supporting documents for eligibility proof. **All the credentials of the applicant necessarily need to be relevant to the INDIAN market.**

To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Applicants for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted. MD & CEO/Executive Director/General Manager (HR) of the Bank will be the final authority in case any interpretation of any clause of the RFP is required and his decision in this regard shall be final.

The Bank reserves the right to:

- a) Ascertain information from the banks and other institutions to which the Applicant have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of empanelment and any strong adverse comment/ action about product or service would make the Applicant ineligible for further assessment/ processing.
- b) Accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the applicants to this document and bank will not entertain any correspondence in this regard. The Bank at its discretion may reject the proposal of the Applicant, without giving any reason whatsoever, if in the Bank's opinion the Applicant could not present or demonstrate the proposed solution as described in the proposal.

## **4 SCOPE OF WORK**

### **4.1 Project Objectives:**

The Bank wishes to empanel Human Resource Recruitment Consultants for recruiting manpower in Senior Management positions on regular/ contract basis in the Bank & Bank's wholly owned subsidiaries. The Bank requests proposals from renowned and experienced specialized consultants for undertaking the above assignment.

Bank, at its sole and absolute discretion, may choose to avail all services or part thereof. Such decision may be advised even during the course of the assignment. The areas covered under this tie-up arrangement are given in the project scope outlined in para 4.4 below.

### **4.2 Project Scope:**

4.2.1 A description of the envisaged scope is enumerated in sub-paras below. However, Bank reserves its right to change the project/ assignment scope considering the size and variety of the requirements and the changing business conditions. Notwithstanding what is mentioned in sub-paras, the Empanelled Applicant/s will be required to facilitate recruitment of manpower in Senior Management positions in the Bank & the Bank's wholly owned subsidiaries in full compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame.

4.2.2 The Empanelled Applicant/s will facilitate recruitment of manpower in Senior Management positions in the Bank & the Bank's wholly owned subsidiaries as mandated by the Bank as per the specifications enumerated below and for implementation of the same within the stipulated timeframes. The Bank expressly stipulates that empanelment of applicants under this document is on the understanding that this Invitation document contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment shall be deemed to be a part of the assignment. The Empanelled Applicants shall be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to the Bank.

### **4.3 Responsibilities:**

The responsibilities of the Empanelled Applicants will be as under:-

Discuss with the Bank's representative to find out the requirements to be fulfilled for recruitment of manpower in Senior Management positions on regular/ contract basis in the Bank & the Bank's wholly owned subsidiaries as per the requirements of the Bank and as and when need arises/ intimated by the Bank from time to time.

#### 4.4 Detailed scope of project:

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

- i. Preparation of job specification in coordination with Bank for various positions which Bank intends to hire,
- ii. Undertake compensation survey and finalize the compensation structure in consultation with Bank for these positions.
- iii. Preparation of advertisement for filling positions identified by the Bank on regular/ Contract basis in various positions including Top Management positions.
- iv. To assist the Bank to advertise these positions in leading print and digital media according to Bank's requirements.
- v. Respond to relevant queries from applicants over phone / email before closing date.
- vi. Identification of suitable candidates based on their experience, skill sets, academic qualification for certain critical positions specified by the Bank, coordinating with them for their participation.
- vii. Providing the complete list of applicants clearly indicating their eligibility or otherwise for publishing on Bank's website keeping a window for objections, if any. Based on the objections received within stipulated period, the bidder shall take appropriate corrective action, if necessary, and will prepare final list of eligible candidates. This process of online objection and appropriate corrective action, if necessary, shall be done by the bidder, report of which shall be submitted to Bank.
- viii. Process soft copies of applications and providing hard copies of these online applications to Bank.
- ix. Short-listing of applications received for further screening (decide various screening process required for the job role) in consultation with Bank.
- x. Issuance of call letters and ensuring complete co-ordination with shortlisted candidates
- xi. Arranging for various screening process including Psychometric Test (if required), composition of Selection Committee etc., in consultation with Bank.
- xii. Facilitate conduct of interview by the Selection Committee constituted by Bank.
- xiii. Perform background check, Caste verification, credit check, and credit history/ background check on candidates for the position. The bidder should ensure that the candidates identified should not have any police record/criminal record against them. The antecedent and caste report should be in prescribed format duly signed by Competent Authority.
- xiv. Handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of

Government of India and/or decision of Hon'ble High Court/ Supreme Court.

- xv. Arrange for medical test of all selected candidates, providing the medical fitness certificate to the Bank.
- xvi. Assist the Bank in Internal selection/ promotion process including suggesting evaluation methods & competency tests.

#### **4.5 Deliverables:**

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

4.5.2 The job role/description of the identified vacancies will be prepared by the selected bidder along with Compensation structure as per market standards after complete analysis of peer position.

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

4.5.4 Background verification:

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

4.5.5 Conducting and delivery of assessment report of Psychometric Test or any other test as required by the Bank for the selection process.

4.5.6 The selected bidder will also be required to assist Bank in the internal selection/promotion process, including suggesting evaluation methods and competency tests.

## 5 TECHNICAL PROPOSAL EVALUATION & COMMERCIAL QUOTE:

### 5.1 Evaluation process:

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

### 5.2 Eligibility & Technical Proposal:

Eligibility criterion for the shortlisted applicants to qualify this stage is mentioned hereunder and shortlisted Applicant/s who meet the eligibility criteria would only qualify for empanelment by the Bank.

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the firm present for the opening should have photo identification and shall sign in the register of attendance. The representative has to submit an authority letter duly signed by the Firm, authorizing him to represent and attend the Proposal opening on behalf of the firm.

<b>S N</b>	<b>Particulars (WORK EXPERIENCE IN INDIA ONLY WILL BE CONSIDERED)</b>	<b>Weigh tage</b>
1.	Sectorial experience of providing end-to-end recruitment services in BFSI sector	30 %
2.	Dedicated Team support to be provided to Bank of Baroda with relevant educational background, qualifying experience and credentials.	30%
3.	Experience of the applicant in the line of business of providing end-to end recruitment services in India	10%
4.	Experience of the applicant in the line of business of providing end to end recruitment services in Senior Management positions in India in the Banking Sector.	20%
5.	Methodology for undertaking the assignment for which Invitation Document is issued/customized to Bank's requirements in India.	10%
	TOTAL	100

***NB: Information provided by the applicant as mentioned in the table above should be submitted with supporting documents like work orders/certificates strictly on client's letter head. Any other form of submission will be summarily rejected. For Sr. No. 4, Bidders are requested to furnish number of professionals/ dedicated staff undertaking end-to-end recruitment services on declaration basis excluding clerical and admin support.***



### **5.3 Preliminary Scrutiny**

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

### **5.4 Bidding Process**

In response to the present tender, the Bidder is required to submit the sealed Technical Bid containing the documents as per the details in the RFP, along with the documentary evidence, and other documents related to the bid.

### **5.5 Commercial Bid:**

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

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

### **5.6 Other Terms:**

Bank reserves the right to accept or reject any application/proposal without assigning any reason thereof. In case of doubt, decisions of the selection committee shall be final.

**Payment to the empanelled applicant will be done within 30 days of submission of undisputed bills, subject to billings as per the accepted terms of the work order on completion of work and satisfactory performance as certified by the Bank's authority.**

It may be noted that the Bank shall not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees as per the final price of the successful applicant at the time of Commercial bidding.

### **5.7 Empanelment:**

The Bank wishes to empanel applicants in terms of this Invitation Document for recruitment of manpower (on regular/contract basis) in Senior Management positions in the Bank & Bank's wholly owned subsidiaries. The Bank may also decide to empanel different applicants for different parts of the country, after ascertaining their credentials, technical suitability, presence & experience in any specific part of the country.

## 5.8 Stages of Technical proposal evaluation:

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

- Full matching of the eligibility criteria as indicated under Section 3 above.
- Short-listing of the Applicants will be based broadly on prior experience, credentials and quality of resources.
- Arriving at the final score on Technical proposal of the short-listed firms after evaluation by Bank, which will broadly be based on the following:
  - Experience of the Applicant in recruitment of manpower in BFSI sector.
  - Proposed Methodology and processes.
  - Dedicated Team support provided to the Bank with qualifying experience and other credentials for executing the assignment.

Applicants scoring less than 60 marks (cut-off score) out of 100 marks in the technical evaluation, shall not be considered for the selection process and will not be considered as qualified.

However, if the number of applicants who secure the score of 60 marks is 3 or more, Bank will decide on the number of firms to be empanelled and accordingly shortlist the top applicant/s (based on their scoring) who have been technically qualified for empanelment, or atleast -2- applicants who have secured the minimum qualifying score in the above scenario.

All proposals will be assessed based on a Technical proposal evaluation process. These weightages shall be taken into consideration for arriving at the Empanelment Applicants for this RFP.

## **6. Terms and Conditions**

### **6.1 General:**

#### **6.1.1 General Terms**

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

#### **6.1.2 Rules for Responding to this RFP**

All responses received after the due date/time as mentioned in **“Key Information on the RFP Submission”** would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Organization to this RFP shall be binding on such Organization for a period of 90 days after opening of the responses.

All RFP responses would be deemed to be irrevocable offers/proposals from the Organizations and may be accepted by the Bank to form part of final contract between the Bank and the selected Organization. Unsigned responses would be treated as incomplete and are liable to be rejected.

The responses once submitted cannot be withdrawn/ modified after the last date for submission of the responses unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 120 days from the last date of the submission of the responses, and there is a possibility to award the same within a short duration, the Organization would have the choice to withdraw the response.

The Organization 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 Organization subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements 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.

In case of discrepancy in soft copy and hard copy of the responses, the Organization agree that Bank will consider hard copy as final and it will be binding on the Organization. The Bank in this case may also reject the offer outright.

The Organization at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Organization shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

## **6.2 Others**

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. The Bank reserves the right to withdraw, cancel or postpone the RFP and subsequent process at any stage, without assigning any reason.

Failure of the Bank to select an Organization shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever.

By submitting a proposal/response to the RFP, the Organization agrees to promptly contract with the Bank for any work awarded to the Organization. Failure on the part of the awarded Organization to execute a valid contract with the Bank will relieve the Bank of any obligation to the Organization, and a different Organization may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums/corrigendum (if any which will be notified on the Bank's corporate website [www.bankofbaroda.com](http://www.bankofbaroda.com)) thereafter are final and binding on the Organizations. In the event that the Organization is not willing to accept the terms and conditions of the Bank, the Organization may be disqualified. Any additional or different terms and conditions proposed by the Organization would be rejected unless expressly accepted by the Bank in writing.

The selected Organization must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Organization's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Organization's inability to meet the established delivery dates or any other reasons attributing to the Organization then that Organization 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.

The Organization represents that the RFP Response to be submitted shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Organization at no additional cost to the Bank.

The Organization also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Organization of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Organization 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.

All terms and conditions, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Organization. The Bank shall not be responsible for any judgments made by the Organization with respect to any aspect of the Service. The Organization 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 RFP.

The Bank and the Organization covenants and represents to the other Party the following:

- a) It is duly incorporated, valid existing and in good standing under or 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 thereunder. 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.

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;
- c) 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;

- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, 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.

The Organization shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time.

The Bank would not assume any expenses incurred by the Organization in preparation of the response to this RFP and also would not return the proposal documents to the Organizations.

The Bank will not bear any costs incurred by the Organization for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

### **6.3 Other RFP Requirements**

This RFP 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 RFP and its subsequent addendums/corrigendum as it deems necessary at its sole discretion. The Bank will inform all Organizations about changes, if any.

The Bank may revise any part of the RFP, by providing a written addendum/corrigendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums/corrigendum, if any, shall be published on the Bank's website only.

The Bank reserves the right to extend the dates for submission of responses to this document.

Organizations shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP Co-ordinator mentioned in **“Key Information on the RFP Submission”**, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank’s website in the form of addendum/corrigendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Organization, who posed the question, will remain anonymous.

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

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

**Erasures & Alterations** –. All the corrections or alterations, if any, should be authenticated.

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

**Right to Alter Scope** – The Bank reserves the right to alter the requirements specified during the RFP stage. The Bank also reserves the right to add/ modify/ delete one or more specifications related to eligibility or technical requirements for the purpose of the RFP.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Respondents will not be short-listed for further evaluation. No further discussions shall be entertained with such Respondents in respect of the proposal submission.

## **6.4 Contract Commitment**

The Bank intends that the contract commitment, which is contemplated herein with the successful Bidders, shall be for a period as defined by the Bank as per the specifications contained in this RFP.

## **6.5 Partnering with Other Agencies**

The Bank expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. However, the respondents are permitted to associate with individuals/ organizations for delivery of select services and for providing specific propositions to the Bank as deemed necessary to address the scope of work as specified in the Terms of Reference.

In case the Bidder or the associate firm is found to not possess the requisite capabilities, they will be summarily disqualified from the process for this assignment.

## **6.6 Dispute Resolution**

The Bank and the Selected Applicant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Work Order.

If the Bank's co-ordinator and the Selected Applicants project convenor are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the Emerging authorized personnel designated by the Selected Applicant and the Bank respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Empanelled Applicant and the Bank, the Bank and the selected Applicant 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 who shall act as the chairman of the proceedings. Arbitration will be carried out at the 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 in Mumbai.

### **6.7 Governing Laws:**

This RFP and The subsequent Work Order/Empanelment Agreement shall be governed and construed and enforced in accordance with the laws of India and both, the Bank and the Empanelled Applicants, shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP and subsequent Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **6.8 Notices and other Communication**

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, 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 within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch 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.

### **6.9 Force Majeure**

The selected applicant shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Work Order/Empanelled Agreement 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 either party to the Work Order/ Empanelled Agreement and not involving the selected applicant's fault or negligence and not foreseeable. Such events may include, but are not restricted to events such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the Work Order/ Empanelled Agreement.

If a Force Majeure situation arises, the applicant 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 Applicant shall continue to perform the obligations under the Work Order/ Empanelment Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **6.10 Assignment**

The selected Bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the firm'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/Corrigendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected Bidder under this RFP.

### **6.11 Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **6.12 Termination**

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

The Bank, without prejudice to any other remedy for breach of Work Order, by written notice of default sent to the selected bidder, may terminate the Work Order in whole or in part, if the selected bidder fails to perform any obligation(s) under the Work Order/ Empanelment Agreement.

In the event of the Bank terminating the Work Order/ Empanelment Agreement in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the selected bidder shall be liable to the Bank for any excess costs for such similar services.

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

- a) Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that maybe available to Bank under law or otherwise.
- b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Work Order/ Empanelment Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

Bank may terminate the Empanelment Agreement in full or in parts by giving a written notice of 30 days to the other party against acknowledgement. Similarly, Bank may terminate the Work Order in full or in parts by giving a written notice of 7 days to the other party against acknowledgement.

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

### **6.13 Publicity**

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

#### **6.14 Solicitation of Employees**

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

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

#### **6.15 Compliance with Laws**

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the 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 selected Bidder.

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

## 6.16 Order Cancellation

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

- The Successful/ Selected Bidder 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 Successful/ Selected Bidder and such appointment continues for a period of twenty one (21) days;
- The Successful/ Selected Bidder 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 between the parties.; or
- The Successful/ Selected Bidder becomes the subject of a court order for its winding up.

Further the BOB reserves the right to cancel the Work Order of the Empanelled Applicant and recover expenditure incurred by the Bank in the event of any of the defaults occur and the same is not rectified within 7 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case of:

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

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

**PART EXIT CLAUSE:** Bank may any time terminate or exit from the agreement for all/some specific services by giving written notice of one month to the Applicant. Bank may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage an Applicant identified by the Government/Regulatory/other statutory body to provide all/select services depending upon the nature of technical independence of the services on the proposed solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service for subsequent period would not be payable.

## **6.17 Indemnity**

The selected applicant 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, damages, 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:

- The Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by the selected Bidder under this RFP; and/or
- An act or omission of the selected Bidder and/or its employees, in performance of the obligations under this RFP; and/or
- Claims made by employees who are deployed by the selected Bidder, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder to its employees
- 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 selected 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 selected Bidder contained in this RFP; and/or
- Negligence or misconduct attributable to the selected Bidder or its employees.

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

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

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

## **6.18 Corrupt and Fraudulent Practices**

As per the Government directives, it is required that selected Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank’s discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **6.19 Violation of Terms**

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **6.20 Authorized Signatory**

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

### **6.21 Execution of a Service-Level Agreement/Non-Disclosure Agreement**

The successful Applicant shall execute **(a)** a Service Level Agreement (SLA)/Memorandum of Understanding (MOU), or Empanelment Agreement, as the

case may be which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and **(b)** Non-Disclosure Agreement (NDA). The costs and expenditure should be borne by the Applicant. The Applicant shall execute the prescribed agreement within one month from the date of acceptance of Letter of Appointment. The Empanelled Agreement/ Work Order shall be executed by the authorized signatory of the successful Applicant.

## **6.22 Right to Reject Proposals**

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

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through email / fax.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

## **6.23 No Liability**

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

BOB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement.

Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.



Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

#### **6.24 Substitution of Project Team Members**

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

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

#### **6.25 Adherence to Standards**

The Applicant should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that it has complied with all required legal compliances and it also has the necessary permission and licenses to do the job as consultant.

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

The applicant will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of contract if discrepancies/violations are observed.

#### **6.26 Penalty & Liquidated Damages**

The Empanelled Applicant shall be liable to pay penalty of 1% of Work Order value, per week or part thereof for delay and not adhering to the time schedules of the Work Order.

If the Empanelled Applicant fails to complete the due performance in accordance to the terms and conditions of the Work Order, the Bank reserves the right either to cancel the Work Order or to accept performance already made by the Empanelled Applicant.

In case of termination of Work Order the Bank reserves the right to recover an amount equal to 5% of the Work Order value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Empanelled Applicant to prove that the delay is attributable to the Bank and Force Majeure. The Empanelled Applicant shall submit the proof authenticated by the Applicant and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. Agreement violation will attract penalties.

### **6.27 Audit/ Inspection for Reports**

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

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

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

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Bank.

**Bank of Baroda 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 most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- 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 requirements 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.

## **Annexure 1 – Letter of Authorization for Submission of Response**

To,

The RFP Co-ordinator – Empanelment of Human Resource Recruitment Consultants for Senior Management positions on regular/contract basis in Bank of Baroda and the Banks wholly owned subsidiaries

Bank of Baroda, (City)\_\_\_\_\_

Dear Sir,

**SUB: Authorization Letter for submitting RFP proposal documents.**

**REF: Your RFP: HRM: 112:340 dated 07 January 2020**

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

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

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

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

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

**Note:**

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

## Annexure 2 – RFP Response Covering Letter

Date:

To,

The RFP Co-ordinator – Empanelment of Human Resource Recruitment Consultants for Senior Management positions on regular/contract basis in Bank of Baroda and the Banks wholly owned subsidiaries

Bank of Baroda, (City)\_\_\_\_\_

SUB: Response to RFP

REF: Your RFP: HRM:112:340 dated 07 January 2020

### **Empanelment of Human Resource Recruitment Consultants for hiring manpower in Senior Management positions on regular/contract basis in Bank of Baroda and the Banks wholly owned subsidiaries**

Having examined and understood the instructions including all Annexures, Terms & Conditions forming part of the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP.

We also submit required information along with documentary evidence in following format:

<b>Parameter</b>	<b>Response – Specify wherever relevant</b>	
Name of the Company and nature of business		
Holding company or Parent Company (if any)		
Company address		
Details of Ownership		
Name of the Parent Company (if any)		
Year of commencement of business		
Names of all the Directors (Applicant can add more records, if required)	1.	
	2.	
	3.	
Name of the key person with contact details		
Annual Turnover and Net Profit (in INR)	Annual Turnover	Net Profit
Year 2016-17		
Year 2017-18		
Year 2018-19		

No. of employees working in:	
Major Change in Management in the last three years	
Certifications 1. With any Government /its agencies 2. With any other agency	
Name the Awards/ Accolades/ Recognition won for the application developed and deployed.	
Names of the Banks for which similar work had been undertaken	

We hereby undertake to participate in the RFP process and will provide our services as Empanelled Applicant if selected, as per the Work Order/Empanelment Agreement signed by the successful Applicants with the Bank.

We confirm that we have not made any changes in the templates provided by the Bank as part of the RFP process, except for filling in appropriate columns.

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

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

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

We enclose Demand Draft/ Pay Order for Rs. \_\_\_\_\_ favoring Bank of Baroda and payable at Mumbai, towards EMD, details of the same is as under:

1. No:
2. Issuing Date:
3. Name of Issuing Bank:
4. Expiry Date:

Signature of the Authorized Signatory  
Name:  
Designation:  
Name of the Organization:  
Address:

### **Annexure 3 – Undertaking**

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

The RFP Co-ordinator – Empanelment of Human Resource Recruitment Consultants for Senior Management positions on regular/contract basis in Bank of Baroda and the Banks wholly owned subsidiaries

Bank of Baroda

(City)\_\_\_\_\_

Madam/Sir,

**Sub: RFP for Empanelment of Human Resource Recruitment Consultants for hiring manpower in Senior Management positions on regular/contract basis in Bank of Baroda and the Banks wholly owned subsidiaries**

Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to undertake recruitment of manpower for in Senior Management positions in Bank of Baroda and the Banks wholly owned subsidiaries in full conformity with the said tender document and in accordance with our proposal.

- 1) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 2) We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of (6) months from the last date for submission of tender document to the Bank.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We have never been barred/black-listed by any regulatory /statutory authority in India or abroad.
- 5) We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 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.
- 7) We hereby covenant, warrant and confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums/ corrigendum and other documents including the changes made to the original RFP issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Dated this.....by .....2020

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

**Annexure 4 – Conformity Letter**

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

To,

The RFP Co-ordinator – Empanelment of Human Resource Recruitment Consultants for Senior Management positions on regular/contract basis in Bank of Baroda and the Banks wholly owned subsidiaries

Bank of Baroda

(City)\_\_\_\_\_

Madam/Sir,

**Sub: RFP for Empanelment of Human Resource Recruitment Consultants for hiring manpower in Senior Management positions on regular/contract basis in Bank of Baroda and the Banks wholly owned subsidiaries**

Further to our proposal dated ....., in response to the Request for Proposal (REF: HRM:112:340 dated 07<sup>th</sup> January 2020 hereinafter referred to as "RFP") issued by Bank of Baroda ("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/ corrigendum and other documents including the changes made to the original RFP 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.

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:



## Annexure 5 – Credentials

The expertise of the organization in recruiting manpower in in Senior Management positions in other organizations should be exhibited in detail. The Credentials should be arranged as below:

SI. No.	Name of Organization along with the industry and country where the intervention was undertaken	Scope of the Assignment	Duration of the Assignment	Project Team
1				
2				
.				
.				
.				

All Credentials should be backed by references, which must include the following details:

- Contact Person's Name
- Name of Organization and Designation
- E-mail Address
- Mobile Number

The Bank reserves the right to approach the references for further background checks.

**Annexure 6 - Format for RFP Queries**

<b>S. No</b>	<b>Reference clause</b>	<b>Reference page</b>	<b>Query</b>

## **ANNEXURE 07 - PERFORMANCE BANK GUARANTEE FORMAT (to be submitted by the selected Applicant)**

**To,**

WHEREAS. -----(Name of service provider) a person/ Company / firm registered under the Indian Companies Act 2013 and having its Registered Office at \_\_\_\_\_, (Please provide complete address) (hereinafter referred to as "Service Provider") was awarded a contract by Bank Of Baroda (BOB) vide their no.----- dated XX-XX-XXXX (hereinafter referred to as "Memorandum of Understanding/ Work order ") for providing \_\_\_\_\_and other related services for \_\_\_\_\_ Bank of Baroda (kindly elaborate, if felt necessary)

AND WHEREAS, in terms of the conditions as stipulated in the Memorandum of Understanding/ Agreement/ Work Order and the Request for Proposal document No. \_\_\_\_\_: dated \_\_\_\_for engaging the services of the said Service Provider for \_\_\_\_\_"), the Service Provider is required to furnish a Performance Bank Guarantee issued by a Scheduled Bank in India in your favour for Rs.-----/- (Rupees \_\_\_\_\_) towards due performance of the contract in accordance with the specifications, terms and conditions of the \_\_\_\_\_(the Agreement) entered into between BOB and the Service Provider and RFP document (which bank guarantee is hereinafter called as "GUARANTEE").

AND WHEREAS the Service Provider has approached us for providing the said GUARANTEE.

AND WHEREAS at the request of the Service Provider, WE, \_\_\_\_\_, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act,1970/1980 .....having it's..... Office at ..... and a branch inter-alia at..... India has agreed to issue the GUARANTEE.

THEREFORE, WE, (name of Bank and it's address)..... through our local office at ..... India furnish you the GUARANTEE in a manner hereinafter contained and agree with you as follows:

1. We..... do 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 may be caused to or suffered by you on account of any breach or breaches on the part of the Service Provider of any of the terms and conditions contained in the Agreement, Work Order and RFP and in the event of the Service Provider committing default or defaults in

carrying out any of the work or discharging any obligation under the Agreement, Work Order 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 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 Service Provider of their obligations or default in terms of the Agreement, Work Order and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Service Provider 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 this Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by BOB shall be conclusive as regards the amount due and payable by us to you.
3. This Guarantee shall continue and hold good until it is released by you on the application by the Service Provider 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 Guarantee from time to time to vary any of the terms and conditions of the Agreement, Work Order 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 Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the said Agreement, Work Order and RFP and we shall not be released from our liability under this bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act or omission on your part or any indulgence by you to the Service Provider 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.-----/-. (Rupees.-----only) as aforesaid or extend the period of the guarantee beyond the said ..... (Date) unless expressly agreed to by us in writing.
5. The Guarantee shall not in any way be affected by your taking or giving up any securities from the Service Provider 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 Service Provider .
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 Service Provider 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, this bank Guarantee will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the Agreement, Work Order and RFP and in respect of which your claim in writing is lodged on us before expiry of this Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax or registered e-mail, hand delivery and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The 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, un-cancelled and this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Guarantee shall not be affected by any change in the constitution of the Service Provider 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 Guarantee shall come into force from the date of its execution and shall not be revoked/ assigned by us at 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 Service Provider in any suit or proceeding including arbitration proceedings 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 Service Provider shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
  - i) our liability under this Guarantee shall not exceed Rs.-----/-  
(Rupees-----only)
  - ii) this bank Guarantee shall be valid and remain in force upto and including the date ..... and (please confirm the period and the date)
  - iii) we are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Guarantee in your favour and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney dated \_\_\_\_\_ issued by the Bank in favour of the undersigned.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**For and on behalf of**

**Branch Manager**

**Seal and Address**